

# **GENERAL CONDITIONS OF PURCHASE**

## **FOR THE ACQUISITION OF GOODS OR SERVICES BY INGETEAM**

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***Ingeteam***

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# 01 SCOPE OF APPLICATION

These General Conditions of Purchase and Contracting (“GCP”) shall apply exclusively, overriding any other terms imposed by a supplier (“Supplier”), to all proposal requests, orders and agreements related to the acquisition of goods or services, or the execution of work, issued or entered into by companies within the Ingeteam Group that are based and incorporated under the laws of Spain, or based and incorporated under the laws of a country where no specific general conditions apply (hereinafter, “Ingeteam”), as well as to any resulting business relationships. Unless expressly waived in writing by Ingeteam, these GCP shall form an integral part of the Contract in any purchase order issued by Ingeteam (“Order”) and shall prevail over any conflicting terms provided by the Supplier in other documents. Any deviation from these terms shall be null and void unless expressly agreed in writing by Ingeteam, and any such agreement shall apply exclusively to the specific Order in question, without extending to past or future Orders. For the avoidance of doubt, Ingeteam’s acceptance of delivery and/or payment shall not be construed as acceptance of the Supplier’s terms and conditions.

This document and its annexes are available on Ingeteam’s website ([www.ingeteam.com](http://www.ingeteam.com)) and the Supplier acknowledges having read and accepted them.

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# 02 DEFINITIONS

In these GCP, the following terms shall have the meanings detailed below:

“On-Site Support Notice” is defined as outlined in Clause 18 of these GCP.

“Goods, Equipment and/or Materials” means the equipment, materials, stock, machinery, parts, goods, tools, consumables, products, supplies, items, reports, information, presentations, documents, hardware, software and any other tangible goods or items, including their respective components and subcomponents, provided by the Supplier or on its behalf to Ingeteam.

“End Customer” refers to the natural or legal person at whose premises the Goods, Equipment and/or Materials shall be installed, and/or where the Services shall be provided.

“Information Security Clauses for Suppliers” refers to the document outlined in Clause 35 of these GCP, available on Ingeteam’s website ([www.ingeteam.com](http://www.ingeteam.com)).

“Code of Conduct and Supplier Code of Conduct” refers to the documents outlined in Clause 33 of these GCP, available on Ingeteam’s website ([www.ingeteam.com](http://www.ingeteam.com)).

“Particular Conditions” refers to the document outlining additional conditions, clarifications or exceptions to these GCP, or any other documents included in the Contract for each specific case.

“Contract” refers to the set of documents governing the relationship between the Parties in relation to a specific Supply agreement. It generally includes all or some of the following documents:

- a) Document formalising the agreement, either in the form of (i) a written contract signed by both Parties, or (ii) a Purchase Order.
- b) Relevant technical documentation (technical specification, quality plan, programme, etc.)
- c) Particular Conditions, if applicable.
- d) These GCP.
- e) Annexes.

“Technical Specification” refers to the document or set of documents, typically created for each specific Supply, outlining the technical requirements, and, where applicable, the procedures for verifying these requirements as specified by Ingeteam.

“Force Majeure Event” refers to the events defined in Clause 28 of these GCP.

“Serial Failure” means a) any potential defect related to safety of individuals, or b) the same defect affecting at least five (5%) percent of the Population of the same Supply delivered by the Supplier to Ingeteam under the Contract, within any 12-month period, measured over a continuous period of sixty (60) consecutive months from the commissioning of the last unit by the End Customer.

“Acceptance Date” refers to the date on which Supply is considered accepted by Ingeteam, as outlined in Clause 6 of these GCP.

“Ingeteam Group” refers to the corporate group formed by Ingeteam, S.A. as the parent company and its subsidiaries, as defined in Article 42 of the Commercial Code.

“Confidential Information” is defined as outlined in Clause 20 of these GCP.

“Non-Conformity” means that Supply does not comply with the Contract.

“Obsolescence” refers to the situation whereby the Supplier unilaterally decides to discontinue Supply.

“Bidder” refers to the natural or legal person submitting a Bid.

“Bid” refers to the proposal made by a Bidder in response to a request for quotation, which shall be binding on the Bidder for the specified period. However, it shall not be binding on Ingeteam or any company within the Ingeteam Group until the corresponding Contract is formalised, and it does not create any obligation or liability under these GCP.

“Parties” refers to Ingeteam and the Supplier collectively.

“Order” refers to a binding document issued by Ingeteam and accepted by the Supplier.

“Personnel” refers to the Supplier’s workers, employees, directors and supervisors who shall participate in or be involved in Supply.

“Quality Plan” refers to a document from the Supplier’s quality system that defines the control parameters and traceability data that the Supplier shall implement in its processes to ensure that the Supply under Contract meets its own internal requirements, those of Ingeteam, as well as any applicable legal standards.

“Population” refers to the historical record of the Supply purchased from the Supplier.

“Inspection Points Programme” refers to a document in which Ingeteam outlines the inspections, controls and tests that Ingeteam, its customers or authorised agents shall conduct to ensure that the Supply satisfies Ingeteam’s requirements and applicable legal standards.

“Supplier” refers to the natural or legal person responsible for carrying out the Supply, and is, along with Ingeteam, a party to the Contract.

“Services” refers to the specific services for which the Supplier has been contracted by Ingeteam, as defined and detailed in the Contract.

“Associated Services” refers to services related to the Goods, Equipment and/or Materials, including their accessories, that the Supplier is required to provide as agreed upon by both Parties as part of the acquisition of said Goods, Equipment and/or Materials. These services are defined and detailed in the Contract.

“Supply” refers to the set of Services, Goods, Equipment and/or Materials defined in the Contract, as well as, where applicable, the Associated Services.

## 03 SUBMISSION OF BIDS AND ACCEPTANCE OF ORDERS

The submission of Bids to Ingeteam shall be free of charge. Bids shall include the total and fixed value of Supply and have a minimum validity period of three (3) months. Ingeteam shall issue its Orders in writing, which shall be accepted: (i) within three (3) working days from the date of issuance, by sending a signed copy of the Order or a formal document expressly accepting it; (ii) implicitly, by failing to respond within the aforementioned three (3) days; or (iii) by commencing the execution of the Order. All correspondence must include the

Order number and be directed to the relevant person and/or department. For delivery to Ingeteam, all goods must be accompanied by a delivery note and include the corresponding quality certificates and any other documentation requested in the Contract. The scope of the Order includes, in addition to what is detailed therein, all that is necessary for final delivery in good condition and full working order, in accordance with the Technical Specifications provided. This encompasses, among other things and without limitation, user manuals, certificates, as well as any information or documentation legally required at the final delivery location. The Supplier shall provide the Supply as a complete set, capable of performing the assigned function. By accepting the Order, the Supplier acknowledges and confirms that it possesses the required capacity and expertise to carry out the Supply, and that the Technical Specifications are clear, complete and accurate, ensuring the Goods, Equipment and/or Materials are manufacturable. Should the Supplier find the Technical Specifications to be incomplete, incorrect or ambiguous, it shall promptly request clarification in writing.

## 04 BID STAGE

Nothing in these GCP, nor any activities, expenses or actions the Supplier may undertake to comply with these provisions or to prepare or submit a specific Bid, shall be deemed to create any contractual or pre-contractual relationship between Ingeteam and the Supplier, nor shall they impose any liabilities or obligations on Ingeteam. Consequently, the Supplier expressly accepts that no liability can be imposed, nor can any obligations be attributed to Ingeteam in relation to the request, submission, analysis, completion, assessment or rejection of any specific Bid. Ingeteam's obligations and liabilities are strictly limited to those set out in the Contract, should one exist.

## 05 PRICES

The prices set forth in each Order or agreed upon in the Contract shall be the total and exclusive consideration for the Supply, including all requirements established in the documents that make up the Contract. The prices are fixed and final, on DAP (Ingeteam factory or the destination specified by Ingeteam in the Contract) terms in accordance with INCOTERMS 2020, unless another INCOTERM is agreed upon. The prices are

final and non-revisable, and include, in addition to any costs, taxes (excluding VAT), duties or applicable charges, all items covered by the Contract. This also encompasses any ancillary tasks not expressly detailed but which the Supplier must provide or carry out to ensure the proper fulfilment of their obligations, such as drawings, graphics, instruction manuals, spare parts lists and other related documents. The currency is the euro, unless otherwise agreed. Exchange rate fluctuations shall not result in price changes or revisions to the agreed prices. In the case of unit prices, the price shall be based on the number of units requested and delivered under the agreed conditions to the satisfaction of Ingeteam. Only price increases resulting from additional Supply deliveries that have been expressly accepted in writing beforehand may be charged to Ingeteam. Price increases—whether due to rising material, labour or transport costs, exchange rate fluctuations or any other factor—are not permitted unless expressly agreed in writing. The cost of spare parts shall remain unchanged from the prices specified in the Contract.

## 06 DELIVERY OF GOODS AND ACCEPTANCE OR REJECTION

By accepting the Order as outlined in Clause 3 or by signing a written contract, the Supplier undertakes to deliver the Supply in accordance with the terms of the Contract. This includes, where applicable: i) manufacturing Goods, Equipment and/or Materials according to the specifications provided by Ingeteam in the Contract; ii) ensuring compliance with the traceability systems notified by Ingeteam, or, in their absence, following industry-standard traceability practices; iii) packaging Goods, Equipment and/or Materials in accordance with Ingeteam's instructions as set out in Clause 11 of these GCP; iv) delivering Goods, Equipment and/or Materials to the address specified in the Order (Ingeteam reserves the right to modify shipping instructions at any time, provided prior notice is given to the Supplier); v) including, with the delivery, all required documents and certificates that the Supplier is obligated to provide to Ingeteam. The Supply shall not be deemed accepted until Ingeteam, after carrying out the necessary checks, confirms that it complies with the Contract and is accompanied by all required documents, certificates and any other essential documentation needed at the final destination to fulfil its intended function ("Acceptance Date"). Ingeteam reserves the right to reject, in whole or in part, any Supply that fails to meet the required specifications, quality standards or any other conditions set out in the Order, the Contract or these GCP. In such cases, Ingeteam may: (i) request a new delivery at no additional cost. Additionally, Ingeteam may choose to either return the rejected Supply or store it at the Supplier's risk and expense. In both cases, Ingeteam may also request a refund for any payments already made. If the Supplier makes a new delivery, it must collect and remove the defective goods at its own expense. (ii) Ingeteam may also obtain the required Supply or suitable alternatives from other sources. Any additional costs incurred in this process—including purchase costs, validation expenses and execution and



delivery fees charged by the third party selected by Ingeteam—shall be borne by the Supplier. The Supplier shall be responsible for covering all costs and handling the necessary arrangements for collecting any Goods, Materials and/or Equipment rejected by the Buyer. Rejection does not warrant an extension of the delivery deadline. Rejection does not adversely affect Ingeteam's rights under the Contract, serving as an additional remedy to any other applicable rights or actions. The mere act of signing a delivery note for physical products solely acknowledges receipt of the shipment, and, in no case, constitutes acceptance of the Supply by the Buyer, with the application of Article 336 of the Commercial Code being expressly excluded. Ingeteam shall not accept any Supply that is not covered by a Contract.

## 07 INVOICING AND PAYMENT

Payment for the Supply shall be made once it has been received or completed in full and to Ingeteam's satisfaction, within the time frame and manner agreed in the Contract with the Supplier. Any payments made for partial deliveries prior to the complete delivery of the Supply shall be considered as advances. Invoices must include the Contract and delivery note numbers, and must comply with all legal requirements. Non-compliant invoices shall not be accepted or paid, and shall be rejected without incurring any delay in payment obligations, with the Supplier required to issue a new invoice. All invoices must be submitted in PDF format and sent to the address specified in the Contract within a maximum of eight (8) days from the date of issue. Each email sent to the specified address must only contain one invoice. One invoice shall be issued per Contract, and Contracts should not be grouped together unless agreed in writing by both Parties. In such cases, invoices can be grouped as long as they correspond to similar types of Contracts. Partial invoicing is not allowed, unless expressly agreed in writing. Ingeteam may offset its credit rights or those of any other Ingeteam company against the Supplier and/or companies within its corporate group, as defined in Article 42 of the Commercial Code, against payment claims from the Supplier and/or its affiliated companies, even if they are unrelated. In the event of non-compliance by the Supplier, Ingeteam may defer and/or withhold payments. Payment does not imply final acceptance of the Supply, and Ingeteam retains all applicable rights. If the Supply does not comply with the contractual requirements, the invoice shall be rejected, and the Supplier must issue a new invoice once the defects have been rectified, ensuring compliance with the payment terms outlined in the Contract. When the Supplier's obligations include providing technical data such as drawings, designs, operation and maintenance manuals and/or performance tests once the goods have been installed, Ingeteam may withhold part of the payment until compliance with the agreed requirements is verified. Ingeteam may reject an invoice for defective Supply and request a new invoice once the defects have been corrected. The Supplier shall not assign the credit rights arising from the Contract without the prior written consent of Ingeteam.

## 08 DELIVERY DATE AND DELAY

The delivery date specified in each Contract, whether partial or final, is essential and binding on the Supplier. Acceptance of the Order implies the obligation to comply with the agreed delivery date and location. Any change by the Supplier entitles Ingeteam to cancel the Contract, and such changes shall not be valid unless expressly accepted in writing. The Supplier must notify Ingeteam in writing if it is unable to meet the agreed deadlines. Ingeteam reserves the right to reject any goods not delivered within the specified time frame. Delivery shall be considered complete, as outlined in Clause 6 of these GCP, when the Supplier makes the deliverables available to Ingeteam at the agreed location and under the specified conditions, in the correct quantity and once Ingeteam has verified that they meet the Contract requirements and are accompanied by all necessary documents and certificates stipulated therein, as well as any other paperwork required at the Supply location to fulfil their intended purpose. Even in the event that partial deliveries are accepted, it shall be understood that delivery occurs at the moment when the Supply has been completed and received in its entirety as agreed upon, and duly validated. Any documents (invoices, guarantees, manuals, warranties, certificates, etc.) included in the Contract, as well as documents required by Ingeteam during the production of Goods, Equipment and/or Materials, shall, for all intents and purposes, be considered part of the Contract. Therefore, delivery cannot be considered complete until such documentation has been fully received and validated. If the Supplier fails to meet a delivery deadline, whether partial or final, it shall be considered in default without the need for a formal notice. The Supplier shall be required to pay Ingeteam a penalty equal to 5% of the total Contract value for each week of delay. This is without prejudice to Ingeteam's right to terminate the Contract and seek compensation for any additional damages caused by the delay, including, but not limited to, the following: (i) the cost of procuring the Supply from third parties to fulfil the Contract, (ii) any loss or penalty incurred by Ingeteam in relation to a third party, (iii) any claim or legal action brought against Ingeteam by a third party as a direct result of the delay. Goods shall be received by Ingeteam during the time frame specified in the Contract. Ingeteam is under no obligation to accept early or partial deliveries unless previously agreed in writing. Penalties for delay and compensation for damages may be deducted from invoices issued by the Supplier. The payment of delay penalties does not, under any circumstances, exempt the Supplier from fulfilling its remaining contractual obligations, nor does it affect any other rights Ingeteam may have under the Contract or applicable law.

## 09 TRANSFER OF OWNERSHIP AND RISK

Unless otherwise agreed in the Contract, Goods, Materials and/or Equipment shall be transported at the exclusive risk of the Supplier. The transfer of ownership and the risk of loss shall be made in accordance with the terms agreed upon in the INCOTERM. The Supplier guarantees that all Goods, Equipment and/or Materials supplied to Ingeteam under this clause are its property and are free from charges, encumbrances or any third-party rights.

## 10 ITEMS OWNED BY INGETEAM

All production-related items, such as designs, drawings, instructions, sketches, samples, models, moulds, tooling, etc., provided to the Supplier by Ingeteam or by a third party on its behalf for the execution of a Contract or for incorporation into other items, as well as those manufactured from them or at Ingeteam's expense for the proper execution of a Contract, shall remain the full and exclusive property of Ingeteam. These items may only be used temporarily for the specific purpose for which they were supplied, and the Supplier shall return them to Ingeteam at no cost as soon as the Contract is completed, or, in any case, within three (3) business days of Ingeteam's request. Ingeteam reserves the right to retrieve them directly from the Supplier's premises upon prior written notice. The Supplier is strictly prohibited from using these items for its own benefit or that of third parties, as well as from reproducing, transferring or allowing their use by third parties without Ingeteam's prior written authorisation. Failure to comply with this prohibition shall result in civil and/or criminal liability for the Supplier. The Supplier assumes the risk of loss or damage and undertakes to keep these items in good working condition, as received. The Supplier must store, maintain and safeguard them separately at its own expense, ensuring they are clearly identified as Ingeteam's property. The Supplier shall be liable for any damage to these items and any resulting losses. It must also acknowledge Ingeteam's exclusive ownership when dealing with employees, agents or third parties, and, under no circumstances, may it retain them. The Supplier shall take all necessary actions to safeguard Ingeteam's ownership of these materials, particularly in the event of insolvency proceedings.

# 11 PACKAGING AND TRANSPORT

The Supplier must ensure that all Goods, Equipment and/or Materials are properly prepared for transport in line with best practices, taking special precautions where necessary (e.g., seaworthy packaging). All Goods, Equipment and/or Materials must be suitably packaged in accordance with the specific requirements of each Contract to ensure they remain in perfect condition during handling, transport and storage, and are protected from any potential damage at any stage. The Supplier is liable for any damage to Goods, Equipment and/or Materials resulting directly or indirectly from inadequate, insufficient or defective packaging. All Goods, Equipment and/or Materials must be clearly marked, labelled and referenced to ensure they can be easily received and identified. When transportation is performed at the Supplier's expense and risk, the Supplier must carry it out with all due diligence and take any special precautions required according to the nature of the Supply. The Supplier must arrange and cover the cost of transport insurance that adequately protects against loss or damage to the Supply. Goods, Equipment and/or Materials must be unloaded in such a way that assistance or tools are not required from Ingeteam. Any packaging materials used shall become the property of Ingeteam upon delivery under the agreed conditions.

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# 12 CHANGE ORDERS

At any time, Ingeteam may request reasonable and technically feasible changes to the design, quantity or quality originally agreed upon in the Contract, and the Supplier is required to implement these changes. If a change order results in an increase or decrease in price and/or delivery time, the price and/or delivery deadline shall be adjusted in an equitable manner. Any increase in price or delivery time shall only be valid if Ingeteam has given prior written approval. The Supplier is not permitted to make any changes without first receiving written instructions from Ingeteam. The Supplier cannot make changes on its own initiative. If the Supplier identifies any errors or deficiencies in the documentation provided by Ingeteam, it must notify Ingeteam in writing immediately, so that the necessary measures can be taken.

## 13 OBSOLESCENCE/ CHANGE

For any Contract that includes or may include, either at the time of issuance or in the future, a reference to a scheduled obsolescence or change process, the Supplier must notify Ingeteam in writing at the address specified in the Contract, with a minimum notice period of 12 months before the scheduled change process is set to commence. The notification must include, at a minimum, the following information: (i) Contract number, (ii) end-of-sale date, (iii) end-of-production date, (iv) last shipping date, (v) end-of-service or repair date, (vi) description of the material and (vii) proposed replacement. In the event of a delay and/or failure to provide the notification, the Supplier shall be liable to pay Ingeteam a penalty equal to 5% of the total value of the entire Population of the Supply, without prejudice to Ingeteam's right to terminate the Contract and seek compensation for any additional damages caused by the breach.

## 14 SUPPLY CONTINUITY

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The whole or part of the Supply specified in a Contract may be subject to becoming a spare part for a period of no less than 30 years from the delivery of the Supply. The Supplier must guarantee the ongoing availability of the original Supply or provide an alternative that fully matches the original in terms of characteristics and functionality. In the event of non-compliance with this obligation, the Supplier shall be liable to compensate Ingeteam for any damages caused by the breach.

## 15 QUALITY

The Supplier shall maintain a quality management system that meets the standards relevant to its type of Supply and industry sector. It undertakes to ensure that all Supplies strictly adhere to the agreed specifications, drawings and samples, and fully meet the quality and quantity requirements outlined in the Contract and any amendments. The Supplier also undertakes to ensure that they are suitable for their intended purpose, including any specific use defined by Ingeteam. The quality management system shall include a quality plan specifying the activities and techniques required to ensure that a given product satisfies the established requirements ("Quality Plan"). The Supplier must provide this plan upon request by Ingeteam. The

Supplier is responsible for carrying out inspections and tests required by the Quality Plan and the Contract. The Supplier shall test Goods, Materials and/or Equipment before shipment and ensure they meet the agreed specifications and all contractual obligations. Upon Ingeteam's request, the Supplier must provide authentic copies of test protocols, test sheets and/or inspection reports, as applicable. The Supplier undertakes to adhere to Ingeteam's quality control procedures that are in effect at any given time. Goods, Equipment and/or Materials shall be new, of first-class quality, free from visible or hidden defects and function efficiently and satisfactorily. Services and/or Additional Services shall be provided correctly and diligently by qualified and trained Personnel. The Supplier shall comply with all applicable current legislation at the time of delivery and provide all necessary certificates of manufacture and origin, along with instruction manuals in English and/or Spanish, as well as any other information required. The Supplier undertakes to supply its products with CE markings, as required by applicable European legislation. The Supplier is responsible for managing, processing, obtaining and maintaining all necessary licences, permits and authorisations required for the fulfilment of the Contract. These must remain valid, final and in full effect, under the Supplier's sole responsibility. The Supplier shall strictly comply with all applicable laws, orders and regulations governing its operations in the execution of the Contract. It shall also indemnify and hold Ingeteam, its employees and representatives harmless from any liability arising from its failure to comply, whether through action or omission, even if such liability is imposed on Ingeteam or its employees. Ingeteam reserves the right to invoice the Supplier for administrative costs incurred due to a Non-Conformity. Neither explicit nor implicit approval or acceptance by Ingeteam, nor any failure to identify defects, shall exempt the Supplier from any of its responsibilities.

## 16 INSPECTION

Notwithstanding other contractual rights, Ingeteam has the right to inspect Goods, Equipment and/or Materials during their manufacture, testing and storage. To this end, Ingeteam, its customers or its authorised agents shall have access to the Supplier's and its suppliers' or subcontractors' premises where Goods, Equipment and/or Materials are located, to carry out any necessary monitoring and quality control activities. In the event that Ingeteam requires compliance with an Inspection Points Programme under the Contract, the Supplier shall notify Ingeteam in writing at least ten (10) days in advance of the scheduled dates for any tests, trials or stages of manufacturing included in the Programme. The final confirmation of these dates must be provided in writing at least three (3) days in advance. The Supplier must also provide the name of the contact person who shall act on its behalf. Ingeteam may require additional tests or examinations beyond those specified in the Contract. If necessary, these additional tests or examinations shall be treated as changes, in accordance with Clause 12, Change Orders. If the Supplier fails to comply with the Inspection

Points Programme, it shall be in breach of contract and required to pay a penalty of 5% of the total contract value, in addition to compensating Ingeteam for any further damages caused by the breach. The Supplier must rectify any defects identified during inspections or testing and ensure that this obligation is included in any subcontracts and/or orders it issues. Ingeteam's approval of the tests or trials carried out by the Supplier does not absolve the Supplier of any liability. Ingeteam may conduct tests at external laboratories at the Supplier's expense if it deems that the Supplier's validation tests do not guarantee compliance with the Technical Specifications provided by Ingeteam and approved by the Supplier. In addition, Ingeteam may randomly send Goods, Materials and Equipment to an external laboratory for routine, type and/or special testing. In the event that defects or faults are detected, the Supplier undertakes to repair or replace the defective Goods, Materials and/or Equipment as outlined in the warranty clause.

## 17 WARRANTY

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The Supplier expressly guarantees that the Supply complies with all terms agreed in the Contract and meets all legal requirements. Additionally, the Supply shall be suitable and fit for its intended purpose, as well as for any specific purpose defined by Ingeteam to the Supplier. The Supplier further guarantees that the Services shall be properly executed by qualified and trained personnel, adhering to the applicable standards, and with the dedication and diligence expected by Ingeteam based on the circumstances. The Supplier guarantees the Supply for a minimum of thirty-six (36) months from the date of complete delivery, or twenty-four (24) months from the date of commissioning by Ingeteam or the End Customer, whichever occurs later. This warranty covers any defects in design, materials, manufacturing, workmanship, packaging, transport, assembly, commissioning (if the Supplier is responsible) or performance. This period may be extended in the Contract. Except in cases of improper use or ordinary wear and tear, the warranty covers, at Ingeteam's discretion, not only free repair, adjustment or modification, but also the replacement (of Goods, Equipment and/or Materials) or re-execution (of Services and/or Associated Services) necessary to fulfil the warranty, in the shortest time possible, for the defective parts or the Supply itself. The Supplier shall bear all costs associated with removal, disassembly, assembly, relocation, customs, insurance, transport, travel, accommodation and living expenses, as well as the risk of damage or loss during these stages and the cost of repairs. In any case, the replacement period shall be equal to or shorter than the period specified in the Contract. In the event of a replacement, it shall be made under DDP conditions at the destination specified by Ingeteam. After repair, the Supplier must correct and/or replace all designs, drawings and manuals. If, within a reasonable period agreed by Ingeteam, the Supplier does not carry out the required correction, Ingeteam may (i) in the case of repairs, assume responsibility for or commission the repairs from third parties without losing the warran-

ty, and (ii) in the case of replacement, purchase the appropriate goods or services from third parties, all at the Supplier's expense and risk. The amount due may be offset against any outstanding payments to the Supplier. In such cases, Ingeteam is entitled to enforce any bank guarantees, and the Supplier shall also be required to compensate Ingeteam for any damages caused by the Supplier's failure to comply with its obligations. The warranty for repaired or replaced items shall be the same as that agreed upon between the Parties for the original Supply, with the minimum duration as specified in this clause. Ingeteam reserves the right to withhold any payments, in full or in part, until (i) the Supplier has fully complied with its obligation to repair the deficiency or provide replacement Goods, Equipment and/or Materials or re-execute Services or Associated Services in accordance with the Contract, or (ii) the Parties have agreed on alternative measures in writing. The warranty period for the entire Supply shall be suspended until the defect is corrected. Ingeteam's customers may claim the warranty as long as it is valid. The rights set forth in this clause are without prejudice to Ingeteam's right to claim compensation for any losses, expenses and damages incurred, as well as any other contractual or legal rights or remedies available. The warranties established in this clause shall not limit the application of any other warranties agreed in the Contract or those imposed by law, custom or trade usage. To ensure compliance with warranties, the Supplier shall provide a bank guarantee as outlined in Clause 29 (Bank Guarantees). In the case of Serial Failure, the Supplier must issue a root cause analysis report within 30 calendar days of notification, which must be validated by Ingeteam. Within four (4) weeks of the report's validation, the Supplier must submit a plan for the replacement of 100% of the potentially affected Population, even if the defect has not yet appeared. The execution of the replacement plan shall be at the Supplier's expense, without prejudice to Ingeteam's right to terminate the Contract and claim compensation for any additional damages caused by the Serial Failure. The replacement plan must always be executed under the following conditions: the Supplier must immediately procure all necessary raw materials and allocate all available manufacturing resources to ensure that the Supply is provided in accordance with the Contract as soon as possible. Additionally, the Supplier shall arrange the necessary sea and/or land transport to locate the Supply wherever it may be situated in the shortest time possible.

## 18 ON-SITE SUPPORT

Within the first twelve (12) months from the date the Supply has been commissioned and throughout the entire warranty period, Ingeteam shall have the right to require the Supplier to provide on-site support if deemed necessary. Upon written request from Ingeteam ("On-Site Support Notice"), the Supplier must send expert technicians to the site where the Supply is located within the time frame specified in the On-Site Support Notice, or, if no time frame is specified, within one (1) week from the date the notice is issued. If



the Supplier fails to meet the deadline stated in the On-Site Support Notice, it shall be considered in breach of the agreement without the need for further notice and shall be liable to pay Ingeteam a penalty of 1% of the total Contract price for each day of delay. This is without prejudice to any additional compensation for damages caused by the delay.

## 19 SUPPLIER INDEPENDENCE

The Supplier shall fulfil its obligations to Ingeteam as an independent contractor, and all its agents and employees, as well as those of its subcontractors, shall be selected, directed and supervised by the Supplier, remaining under its control. There shall be no employer/employee, principal/agent or any other similar relationship between Ingeteam and the Supplier, with the relationship being strictly commercial. The Supplier shall have a genuine business organisation, equipped with the necessary personnel and materials suitable for the activity contracted by Ingeteam. The Supplier shall organise and use these resources to ensure the successful completion of the contracted services, for which it shall be solely responsible. The Supplier undertakes to establish an independent work organisation in such a manner that, in accordance with current legislation, no employment dependency can arise with Ingeteam. The Supplier shall carry out the works and/or provide the contracted services using Personnel who are part of its workforce, employed in accordance with applicable law and possessing the required training, experience and qualifications to deliver the services to a high standard. The Supplier shall have exclusive responsibility for the organisation of work, task design, supervision of employees and all other activities related to managing the contracted services. The Supplier must appoint a person responsible for overseeing the organisation and technical management of the Personnel performing the services, as well as managing the relationship with Ingeteam. The Supplier must submit all documentation related to its Personnel, the company and occupational risk prevention. The Supplier shall provide its Personnel with the tools, equipment, safety gear, and, in general, all necessary materials for the proper execution of the contracted works. The Supplier shall be required to provide, at any time upon Ingeteam's request, proof of payment of its employees' salaries, Social Security contributions or any other administrative payments related to its workers and tax obligations. The Supplier must also provide evidence of compliance with occupational Health and Safety regulations. The Supplier shall retain all documents related to the Contract, including accounting records, for a minimum period of 5 years from the last payment.

## 20 CONFIDENTIALITY

The Supplier shall maintain the confidentiality of all information, documentation or knowledge received directly or indirectly from Ingeteam during negotiations or as a result of business relationships, whether in written, electronic, visual or verbal form, and which can be identified in good faith as confidential. Such information may not be copied, disclosed to third parties or used, directly or indirectly, for purposes other than those specified in the Contract. In particular, all documents, designs, calculations, samples and similar items shall be treated as confidential and returned upon Ingeteam's request. The Supplier shall limit access to such information and impose confidentiality obligations on its employees, agents, suppliers and subcontractors. This obligation shall remain in effect for five (5) years after the termination of the Contract. Upon Ingeteam's request, the Supplier must sign and comply with specific confidentiality agreements and shall only disclose to Ingeteam information necessary for the execution of the Contract. The Supplier shall be liable for any losses, damages, claims, expenses and costs arising directly or indirectly from its own breach or the breach of the confidentiality obligations outlined in this clause by those under its control.

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## 21 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Supplier guarantees that the Supply does not infringe any third-party intellectual or industrial property rights and undertakes to hold Ingeteam and its customers harmless from any claims arising from such infringement, releasing them from all liability and defending them at its own expense in the event of any conflict. Ingeteam retains exclusive ownership of the intellectual property rights to the documents provided (designs, plans, samples, projects, reports, calculations, drawings, specifications, diagrams, instructions, etc.) and their content, as well as to the dies, tooling, auxiliary manufacturing equipment or moulds created from them. The Supplier shall not use these for its own benefit nor disclose them to third parties without prior written authorisation from Ingeteam. Any technology, designs, inventions, and, in general, any information related to industrial property concerning Ingeteam's equipment or developed in connection with the Contract shall be immediately disclosed to Ingeteam and shall remain its exclusive property. The Supplier shall not use or disclose such information for its own benefit or that of third parties, unless in exceptional cases where joint ownership is agreed, in proportion to the respective contributions. The Supplier shall not, without prior authorisation, announce or publish any information regarding its business relationship with Ingeteam, nor use Ingeteam's name or logo. The Supplier may not reference, describe or use any Goods, Equipment, Materials, Services or Associated Services covered by the Contract, nor the Ingeteam brand, for advertising or commercial purposes without prior written authorisation from Ingeteam. In the event of a third-party rights infringement, the Supplier shall, at its own expense, obtain the necessary licenses or approvals to allow Ingeteam to legally use the infringing goods, equipment, material or process, or shall replace or modify the

infringing goods, equipment, material or process to ensure it no longer constitutes an infringement. The Supplier shall indemnify and hold Ingeteam harmless from any liability for damages, expenses, losses or other financial obligations or claims made by any third party arising, directly or indirectly, from the Supplier's alleged infringement of patents, trademarks, copyrights or other intellectual property rights of third parties in relation to the Supply.

## 22 LIABILITIES

The Supplier is solely liable to Ingeteam for the proper execution of the Contract, including any obligation to repair damages and compensate for any losses it may cause. The Supplier shall be liable for all direct and indirect damages, claims and penalties incurred by Ingeteam and/or its customers due to the Supplier's non-compliance, actions or omissions by its employees, suppliers or subcontractors or defects in the Supply. The Supplier shall also take reasonable steps to mitigate any damage arising from defective performance, including promptly notifying Ingeteam of any suspected defects, and shall defend and indemnify Ingeteam against any loss, damage, expenses or third-party claims related to the Supplier's breach of contract or Supply defects. Furthermore, Ingeteam may demand reimbursement of any necessary costs arising from the Supplier's failure to comply. The obligation to compensate does not end with the Contract. Ingeteam may enforce any bank guarantees provided by the Supplier, or offset amounts owed to the Supplier, to recover sums the Supplier owes under this clause. Ingeteam shall not be liable for indirect damages. The risks, obligations and liabilities assumed by the Supplier are not limited by the insurance policies referred to in these GCP. Consequently, the amount and scope of the Supplier's obligations and liabilities cannot be reduced by the existence of such insurance, nor by a lack of adequate coverage, to the detriment of Ingeteam or third parties.

## 23 INSURANCE POLICIES

Notwithstanding the liabilities arising from the Contract, and without this clause limiting them, the Supplier shall take out and maintain in force, with reputable and financially sound companies, the following coverage:

1. Public Liability Insurance, with a minimum coverage of the higher of the following amounts: €1,000,000 (ONE MILLION EUROS) or three times the total price of the Contract, including, but not limited to, the following coverages:

- General or Operational Liability
- Employer's Liability
- Post-Work Liability
- Cross Liability Between Insured Parties
- Professional Liability
- Accidental Pollution Liability

2. Compulsory insurance required by current legislation, including accident insurance where applicable, for all employees and subcontractors, with coverage that satisfies legal requirements and/or applicable Collective Agreements.

3. Compulsory Liability Insurance for vehicle circulation in accordance with the requirements stipulated by applicable legislation.

4. Transport Insurance covering any loss or damage to goods or equipment during their transportation, storage, loading, unloading and/or handling from the manufacturing/construction site to the installation site as specified in the Contract.

5. Property Damage Insurance that covers all goods under the responsibility of the Supplier, with a limit equivalent to their replacement value.

6. These insurance policies shall include Ingeteam as an additional insured party, while maintaining its status as a third party. All insurance policies under this clause shall include a waiver of the insurer's right of subrogation against Ingeteam.

Before the commencement of the execution of the Contract, the Supplier shall provide Ingeteam with a certificate of the insurance policies taken out and proof that the relevant premiums have been paid. Failure to provide the certificate shall entitle Ingeteam to terminate the Contract due to reasons attributable to the Supplier. The Supplier must ensure the insurance remains in effect until the warranty period expires.

If the Supplier fails to provide the insurance or maintain it as required, Ingeteam reserves the right to arrange appropriate insurance on its behalf. The cost of this insurance shall be borne by the Supplier and may be deducted from any amount that Ingeteam may owe to them.

## 24 LABOUR AND SOCIAL OBLIGATIONS. HEALTH OF SAFETY

The Supplier undertakes to comply with all applicable labour provisions throughout the term of the Contract, including, but not limited to, ensuring that the Personnel are properly employed and qualified to perform the contracted work, and that the Supplier remains current with all salary payments and duly fulfils its obligations regarding Social Security contributions. The Supplier shall indemnify and hold Ingeteam harmless from any consequences arising from any action, claim or legal proceeding initiated by a third party due to the Supplier's failure to comply with any labour or Social Security obligations, including any amounts that may result from such actions. In the event of non-compliance, Ingeteam shall have the right to withhold any payments due to the Supplier, up to the amount reasonably estimated to cover any potential liabilities arising from the breach. The Supplier shall take all necessary steps to comply with the current regulations on occupational risk prevention as outlined in Spanish Law 31/1995 of 8 November and any related or supplementary regulations, as well as Ingeteam's occupational health and safety regulations in effect at the time. Accordingly, the Supplier undertakes to take full responsibility for implementing and establishing, among other things, the necessary measures for risk assessment, preventive action planning, risk training and awareness, emergency procedures and ongoing monitoring of the health status of its workers. The Supplier is responsible for the health and safety of its own employees, as well as any workers provided through Temporary Work Agencies or its Subcontractors. The Supplier shall provide Ingeteam with evidence of compliance with these obligations upon request. The Supplier undertakes to indemnify Ingeteam for any claims, legal actions and/or penalties that may arise due to non-compliance with occupational health and safety regulations, either by the Supplier or its Subcontractors.

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## 25 TAX OBLIGATIONS

The Supplier warrants that it is up to date with its tax obligations and undertakes to comply with them under the terms provided for by law for the duration of the Contract. The Supplier also agrees to provide evidence of this by submitting a certificate issued by the Tax Authorities, covering the twelve (12) months preceding the payment of each invoice, in accordance with the provisions of the General Taxation Law and any other applicable regulations.

## 26 ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign or subcontract, in whole or in part, any of its obligations under the Contract without prior written authorisation from Ingeteam. Such consent shall not relieve the Supplier of its obligations, which shall remain the Supplier's responsibility, along with that of any assignees or subcontractors, to whom Ingeteam must not be held liable under any circumstances. Ingeteam is expressly authorised by the Supplier to assign all or part of its rights and obligations under the Contract to any company within its group. The assignment of existing receivables related to Ingeteam, as well as any set-off or counter-claim, is not permitted.

## 27 SUSPENSION AND TERMINATION

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### 27.1 SUSPENSION

Ingeteam may, by written notice, suspend execution, reduce the scope or delay delivery and payment of an incomplete Contract or any part thereof. In such cases, the Supplier shall follow the instructions and immediately halt its work and the ordering of materials, with no right to compensation. Ingeteam shall not accept any deliveries made after the suspension notice and shall only pay (i) the price for the Supply completed satisfactorily at the time of the suspension notice, in accordance with the payment terms agreed in the Contract, and (ii) any other amounts directly related to the Supply completed before the suspension, provided that such amounts are properly documented by the Supplier. The Supplier shall promptly resume the Supply once instructions are received from Ingeteam, subject to any time and cost adjustments agreed upon by both Parties. The Supplier shall ensure that this condition is imposed on all its subcontractors and suppliers.

### 27.2 TERMINATION

The Contract may be terminated, in whole or in part, by mutual agreement of both Parties. Ingeteam may terminate the Contract, in whole or in part, without the Supplier being entitled to any compensation, penalties or claims for liability in the following cases: a) when the Supplier fails to fulfil its contractual obligations correctly and on time, b) in cases of a lack of technical or financial capacity (e.g., if the Supplier is declared insolvent, acknowledges its inability to meet its debts as they fall due or initiates renegotiations of all or a substantial part of its payment obligations), c) when delays in delivery result in the Supplier triggering the application of delay penalties on three separate occasions, d) at Ingeteam's sole discretion, by providing written notice to the Supplier with fifteen (15) days, without the need for any justification, e) when Ingeteam reasonably believes that any conduct, act or omission by the Supplier could harm Ingeteam's interests or reputation, particularly

regarding compliance with Ingeteam's Code of Conduct and Supplier Code of Conduct. In the event that any of the above causes occur, Ingeteam may terminate the Contract in writing with immediate effect, in whole or in part, without the Supplier being entitled to compensation, provided that Ingeteam pays for the properly completed Supply up to the date, with any applicable deductions for damages and/or by making the Supply available for collection at Ingeteam's discretion. The termination or cancellation of the Contract, for any reason, shall not affect the rights that have been acquired up to the date of termination, especially the right to compensation for damages. Therefore, any provisions regarding such compensation shall remain valid even after the Contract is terminated.

## 28 FORCE MAJEURE

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Neither Party shall be held liable for failing to fulfil its obligations if such failure is solely due to a Force Majeure Event. A Force Majeure Event shall be considered as any event or circumstance that is beyond the reasonable control of a Party and cannot be reasonably anticipated. This includes natural disasters or catastrophic events such as fires, floods, earthquakes, typhoons, epidemics, wars, riots and revolutions. However, it explicitly excludes strikes or lockouts involving the Party's own employees, suppliers or subcontractors. The Parties shall notify each other in writing within forty-eight (48) hours of the occurrence of a Force Majeure Event, and each Party shall bear its own costs and expenses incurred as a result of the Force Majeure Event. Each Party shall take reasonable steps to mitigate the impact of any Force Majeure Event on the performance of its obligations. If any Force Majeure Event lasts for a period of thirty (30) days or more, Ingeteam shall have the right to terminate the Orders affected by such Force Majeure Event.

## 29 GUARANTEES

To ensure proper application of any advance payment (if applicable), full compliance with the Contract and fulfilment of the warranty provided by the Supplier, the Supplier shall provide Ingeteam with the following irrevocable and unconditional joint and several bank guarantees. These guarantees must expressly waive the rights of division, excussion and order, be payable on first demand within a maximum of five (5) days from Ingeteam's request and be issued by a locally recognised, creditworthy bank in Ingeteam's country, subject to Ingeteam's approval. All costs related to these guarantees shall be borne by the Supplier:

- A) An Advance Payment Guarantee, covering the advance amount and valid until delivery, must be provided upon acceptance of the Contract.
- B) A Performance Bond, amounting to 10% of the Contract price and valid until provisional acceptance, must also be provided upon acceptance of the Contract.
- C) A Warranty Bond, equal to 10% of the Contract price, must be provided upon provisional acceptance of the Supply. The validity of any guarantee must extend at least 30 days beyond the specified milestone.

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## 30 PERSONAL DATA PROTECTION

The Personal data provided by the Suppliers under any Contract, Bid and/or Order, and any data they subsequently share with Ingeteam during the execution of the agreement (e.g., name, ID number, address, email, etc.) shall be processed by Ingeteam (whose identification and contact details shall be provided in those documents) solely for the purpose of properly managing and executing the contractual relationship between the Parties, based on the legal grounds of that relationship. Such Personal data shall only be shared with entities and/or public bodies when necessary to comply with Ingeteam's legal obligations. In this regard, it is hereby stated that the provision of this Personal data by the Suppliers is necessary and constitutes a contractual requirement. Therefore, failure to provide such data and/or to make the necessary communication shall make it impossible to execute the contract. Ingeteam shall retain the Personal data of the signatories only for the period strictly necessary for the proper execution of the Contract, and, where required, for any additional retention period necessary to comply with legal obligations. In any case, the Parties whose data is processed have the right to (i) request access to their Personal data from Ingeteam, as well as to request its rectification, deletion, restriction of processing, data portability or to object to the processing, where applicable, by submitting a written request to Ingeteam at [gdpr.Ingeteam@Ingeteam.com](mailto:gdpr.Ingeteam@Ingeteam.com); and (ii) file a complaint with the Spanish Data Protection Agency or any other competent supervisory authority, especially if they are dissatisfied with the outcome of exercising their rights. When the execution of the Contract, Bid and/or Order



agreed upon between the Parties requires, based on its content, the processing of Personal data on behalf of Ingeteam by the Supplier, the Supplier shall be obligated to comply with the applicable data protection regulations and shall be required to sign the corresponding agreement with Ingeteam, with the content and scope determined by Article 28 of the GDPR.

## 31 APPLICABLE LAW AND JURISDICTION

These GCP, the Contract, its execution and any other legal relationship between Ingeteam and the Supplier are governed by Spanish law, excluding its conflict of laws rules and the 1980 Vienna Convention on Contracts for the International Sale of Goods. Any dispute regarding the interpretation and/or execution of the Contract or the obligations of Ingeteam and/or the Supplier that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the Courts of Bilbao (Basque Country). The Parties agree that for the purposes of Organic Law 1/2025 of January 2nd, the appropriate means of dispute resolution (MASC) shall be the negotiation between the Parties and their legal counsels.

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## 32 INVALIDITY

The invalidity of any of the above GCP shall not affect the validity of the remaining provisions, which shall remain in full force as if the invalid provision had been omitted. The declaration of invalidity of one or more clauses of an Order or Contract shall not affect the validity of the remaining clauses.

## 33 SUPPLIER PERFORMANCE REQUIREMENTS

The Ingeteam Supplier must uphold the highest ethical standards, demonstrate professionalism and integrity and comply with the provisions of Ingeteam's Code of Conduct and Supplier Code of Conduct (available at [www.Ingeteam.com](http://www.Ingeteam.com)), including any future updates across all areas of business. The Supplier's business scope includes, in addition to their own company, all fully consolidated legal entities in which the Supplier holds a majority stake. The Supplier guarantees that it is not under investigation or involved in any legal proceedings, nor has it been convicted in the past five years for crimes related to integrity, corruption, fraud, intellectual/industrial property matters or environmental issues. The Supplier undertakes to make every effort to ensure that its own suppliers within its supply chain adhere to the requirements set forth in Ingeteam's Supplier Code of Conduct. The Supplier must provide similar documentation to its own suppliers, or, failing this, a copy of Ingeteam's Supplier Code of Conduct for them to adhere to. The Supplier must also ensure that all employees within its business have unrestricted access to the whistleblowing procedure established by Ingeteam, which can be accessed on the Ingeteam website at [www.Ingeteam.com](http://www.Ingeteam.com) or by sending an email to [conducta.corporacion@Ingeteam.com](mailto:conducta.corporacion@Ingeteam.com). The Supplier must escalate any case, concern or suspicion of non-compliance with either Code of Conduct or any related regulations through the whistleblowing channel. The Supplier shall not take any retaliatory action that could hinder, obstruct or prevent access to Ingeteam's grievance procedure. In addition, the Supplier must have a similar whistleblowing channel in place and must inform Ingeteam of any relevant notifications received that may affect them, providing sufficient information for Ingeteam to assess such incidents. In the event that the Supplier commits a serious violation of Ingeteam's Code of Conduct or related regulations, or is charged or investigated in legal proceedings for crimes related to integrity, corruption, fraud, intellectual/industrial property or environmental matters, in either the jurisdiction where it is registered or the jurisdiction where the Purchase Order or Contract is to be fulfilled, the Supplier must immediately notify Ingeteam. Ingeteam shall have the right to suspend the execution of the Purchase Order or Contract with immediate effect. In the event that the Supplier, or any employed person that acts on its behalf, breaches the requirements of this clause, particularly in cases of fraud, corruption, conflict of interest, human rights, intellectual and industrial property, health and safety, environment or conflict minerals, Ingeteam shall have the right to terminate, cancel or rescind the Purchase Order or Contract, and exercise the right to recover from the Supplier any additional costs incurred by Ingeteam as a result of such early termination. In such cases, the Supplier must also waive any claims for payment under the agreement, including payments for supplies or services already rendered. Ingeteam shall not be liable for any claims, losses or damages arising from or related to the Supplier's non-compliance in these matters. Additionally, Ingeteam reserves the right to take any necessary legal action to protect its legitimate interests, in accordance with its Supplier Code of Conduct. At Ingeteam's request, the Supplier must fully cooperate and provide all required information and data to comply with any applicable regulations under this clause, to fulfil legitimate requests from Ingeteam's customers or as part of an internal or external audit. Additionally, the Supplier must provide documentation proving compliance with export control regulations, as well as the source of components and raw materials used, such as the Mill Test Certificate (MTC). The Supplier shall provide certifications, declarations or any related documentation within a maximum of 7 days.

# 34 ENVIRONMENT

## HAZARDOUS SUBSTANCES

The Supplier undertakes to ensure that any chemical substance or hazardous material that forms part of or is contained within the goods is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped and/or registered in accordance with applicable legislation.

Notwithstanding the foregoing, the Supplier also undertakes to ensure that none of the goods shall contain any of the substances specified in the “INGETEAM REGULATIONS ON HAZARDOUS SUBSTANCES”, particularly the following: (i) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls (PCBs), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs), nanoscale materials; or (ii) any chemical substance that is otherwise restricted or prohibited under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union’s Restrictions on Hazardous Substances (RoHS), the REACH Regulation or any comparable chemical directives, unless expressly authorised in writing by Ingeteam.

In the event that the Supplier provides the above-listed Products at the time of placing the Order, which are subject to substance restrictions imposed by law and/or information requirements, the Supplier shall declare these substances to Ingeteam. This declaration must be submitted using the SUPPLIER DECLARATION FORM or via a written declaration addressed to the relevant Purchasing contact and must be provided no later than the Order confirmation date.

The Supplier shall provide the Buyer with safety data sheets, chemical composition details (including proportions) for any substance, preparation, mixture, alloy or goods supplied, as well as any other relevant information or data.

## ELECTRICAL AND ELECTRONIC EQUIPMENT

The Supplier of electrical and electronic equipment undertakes to manufacture and supply products in accordance with the latest version of Directive 2012/19/EU (WEEE) on electrical and electronic equipment, as well as Directive 2011/65/EU (RoHS) on the restriction of hazardous substances. Additionally, as a producer of electrical and electronic equipment (EEE), the Supplier must comply with the extended producer responsibility requirements of applicable national and international regulations.

## PACKAGING AND PACKAGING WASTE

Additionally, as a producer of packaging, the Supplier must comply with the extended producer responsibility requirements of applicable regulations for the packaging of its products and provide Ingeteam with any data necessary to fulfil its obligations.

## CBAM

The Supplier shall be solely responsible for meeting all requirements related to the EU's Carbon Border Adjustment Mechanism (CBAM) for products imported into the European Union. The Supplier undertakes to provide all necessary information, documentation and reports to ensure compliance with the CBAM. The Supplier shall be responsible for all costs, liabilities and obligations related to CBAM reporting, including, but not limited to, any fees, assessments or penalties arising from non-compliance with CBAM regulations. The Supplier shall ensure that all relevant data and documentation required for CBAM reporting are accurate, complete and submitted within the deadlines specified by CBAM regulations. The Buyer shall reasonably assist the Supplier, upon request, in providing the necessary information or documentation for CBAM reporting. Any changes to CBAM regulations or requirements shall be immediately communicated by the Supplier to the Buyer, and both Parties shall collaborate to ensure ongoing compliance. The obligations related to CBAM reporting shall survive the termination of the agreement.

## TRANSPORT

Should the Supplier deliver goods classified as dangerous goods/hazardous materials under national and/or international transport regulations, they shall notify Ingeteam as agreed between both Parties, but no later than the order confirmation date. The Supplier shall provide Ingeteam with up-to-date safety data sheets containing the required information on the transport of dangerous goods/hazardous materials, special provisions and relevant test summaries in accordance with IMDG Code requirements, IATA regulations and other applicable land transport regulations (e.g., ADR, 49 CFR). The Supplier shall also provide Ingeteam with all necessary data, instructions and warnings in writing to ensure compliance with all applicable health, safety and environmental laws.

## 35 INFORMATION SECURITY AND PROTECTION

The Supplier undertakes to implement and maintain appropriate measures to protect information, ensure security and prevent any form of cybercrime that could affect Ingeteam. This includes, but is not limited to, protection against unauthorised access, malware attacks, phishing, ransomware and other cyber threats. The Supplier must ensure that its systems and processes comply with internationally recognised information security standards and applicable regulations. Additionally, Ingeteam's Supplier must adhere to the provisions outlined in the "Information Security Clauses for Suppliers" document, available at [www.Ingeteam.com](http://www.Ingeteam.com) or attached to this document, as well as any subsequent version thereof. In the event of a security incident that affects or may affect Ingeteam, the Supplier must notify Ingeteam immediately—no later than 24 hours after detection or within the applicable legal time frame—and take all necessary measures to mitigate the impact. The Supplier also undertakes to cooperate with Ingeteam in the investigation and resolution of any security incidents. Additionally, the Supplier's obligations regarding communication and cybercrime prevention shall remain in effect even after the termination or expiration of the Contract. For incident reporting, Ingeteam provides the email address [csirt.global@Ingeteam.com](mailto:csirt.global@Ingeteam.com).

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## 36 COMPLIANCE WITH EXPORT CONTROL LAWS

Both Parties agree to comply with all applicable import and export laws, as well as regulations and requirements of the relevant countries, including, but not limited to, the U.S. Export Administration Regulations, EU regulations and economic sanctions imposed by the United Nations. Specifically, the Supplier guarantees compliance with all applicable trade restrictions and sanctions, including, but not limited to, the regulations of the European Union, the United States and any other relevant jurisdiction concerning the Order, Bid or Contract. The Supplier declares and guarantees that it has not been sanctioned and is not subject to any investigation or legal proceedings that could result in sanctions for non-compliance with such regulations. The Supplier undertakes to provide Ingeteam, upon request, with all necessary documentation and information to demonstrate compliance with these regulations. If any trade, economic or financial sanction ("Sanction") is imposed or announced against the Supplier or the country where the Supplier is based by any relevant authority—such as an international or local organisation, government, department, ministry or agency—and Ingeteam reasonably determines that this affects the Supply transaction, Ingeteam may immediately terminate the Contract, any Order and/or all related business transactions by providing written notice. Such termination shall be made without incurring any liability, obligation to compensate or other penalties for Ingeteam. A "Sanction" includes trade, economic or financial sanctions imposed by the United Nations, the European Union, the United States, the United Kingdom or any other relevant international organisation or jurisdiction affecting the Contract or Order. In the event of any changes in applicable regulations, the Supplier must immediately inform the Buyer, and both Parties shall work together to ensure ongoing compliance. The

Supplier's obligations regarding compliance with trade restriction regulations shall remain in effect after the termination or expiration of this agreement if required by applicable regulations.

In the event of non-compliance with this clause, the Supplier shall compensate Ingeteam for any loss or damage suffered. Ingeteam shall also have the right to terminate the Contract, any Order and/or all related sales transactions without incurring any liability, obligation to compensate or other penalties for Ingeteam.

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***Ingeteam***

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