

Purchasing General Terms & Conditions for Works and Goods

I. Definitions & Application of T&Cs

1. These Purchasing General Terms and Conditions ("GTC") shall apply to all supply contracts for thyssenkrupp System Engineering S.A. ("Buyer") for installation and/or works including construction, mechanical engineering, services, etc. ("Works") and the delivery of machinery ("Goods").
2. These terms and conditions shall apply exclusively. Any terms and conditions of Supplier that differ from those set forth in this document shall not form part of this Contract and shall not be applicable, unless Buyer expressly acknowledges their validity in writing (email or fax will be sufficient). Payment for or acceptance of Works or Goods shall not be considered acceptance of these new terms and conditions.

II. Purchase Orders/Purchase Order Amendment

1. Unless otherwise agreed, orders shall be binding only when Buyer issues a Purchase Order or a Purchase Order Amendment and Supplier issues a Confirmation of the corresponding Purchase Order or Supplier begins to execute the Installations/the supply of Machinery specified in the Purchase Order or in the Purchase Order Amendment.
2. Buyer may cancel the Purchase Order or Purchase Order Amendment if Buyer has not received the Purchase Order Confirmation from Supplier in the days following Supplier receiving the Purchase Order or Purchase Order Amendment.

III. Scope of Supply

1. The Contract is to be understood as a "turn-key contract", and Supplier is responsible for carrying out all measures deemed necessary to attain the contractual purpose and to provide Works/Goods in fully working condition without further remuneration, no matter if these measures have been explicitly mentioned in the contractual documents or not.
 - a. These are, among others:
 - (1) Provide specialists and skilled staff capable of fulfilling the obligations,
 - (2) Ensure the implementation of latest technology, incorporating products of good quality, energy consumption and operator safety,
 - (3) Supply Goods that are entirely new and manufactured with materials of sound quality and with the employment of a qualified workforce,
 - (4) Obtain all administrative permissions necessary for the Works/Goods, unless otherwise expressly agreed in writing, and
 - (5) Supplier confirms to be a technical expert and aware of the technical requirements of Buyer and Buyer's customer.
 - b. In addition, if the scope of supply includes any Works on Buyer's site or Buyer's customer's site, these shall include, among others:
 - (1) Arranging for and providing all equipment, tools, lifting gear, vehicles – anything that may be necessary,
 - (2) Cleaning of the site and waste disposal,
 - (3) Maintaining sufficient insurance cover for transport, assembly and commissioning,
 - (4) Protecting the work area against theft, damages, accidents, and

- (5) The scope of work must be carried out without impeding Buyer's or Buyer's customer's production operations.

2. Supplier shall be responsible for compliance with
 - a. all applicable laws and administrative regulations including, but not limited to, environmental or labour regulations, Buyer's Supplier Code of Conduct, available at Supplier Code of Conduct <https://www.thyssenkrupp.com/en/company/procurement/for-suppliers/purchase-downloads.html#571359>
 - b. all applicable regulations regarding export control, customs and foreign trade regulations, and
 - c. Buyer's and Buyer's customer's health and safety regulations while working on the installations.
3. Supplier shall be obliged to inform Buyer of any export control regulations, including those of the country of origin of the Goods or Works, the Federal Republic of Germany, the European Union or the United States of America that may affect the (re-)exportation of Works/Goods.

IV. Delivery Terms, Title, Inspection, Delay

1. Unless otherwise agreed, Supplier shall deliver the DDP (address specified in PO), according to Incoterms® 2010.
2. Ownership of the Works/Goods shall pass to Buyer free of all encumbrances and other limitations at the time of delivery. Should Buyer pay prior to the delivery of the Works/Goods, Supplier must transfer ownership of the Works/Goods in the same proportion as the payment made with respect to the total Contract Price. Buyer shall assume no risks whatsoever prior to final acceptance of the Works/Goods or prior to delivery at the place designated for Goods, whose nature does not entail final acceptance.
3. The delivered Goods shall be inspected by Buyer at the time of delivery to verify the type, quantity and absence of any externally visible damage, especially any damage occurring during transport. Buyer must notify Supplier of any defect without undue delay.
4. Partial deliveries are not permitted unless expressly agreed in writing or unless partial payment has been made. Whenever there is a partial delivery of supplies or a partial execution of services, this situation shall be expressly indicated, issuing the delivery documents in triplicate.
5. Supplier is obliged to inform Buyer immediately and without undue delay in writing whenever it foresees difficulty in meeting the delivery periods and must take all possible measures to reduce or avoid any delay.
6. The delivery dates are an essential element. If Supplier, for any reason – except for reasons due to Force Majeure as defined in Section V or for reasons solely attributable to Buyer – does not meet the delivery date or other key dates specified in the Purchase Order or other contractual documents, Buyer shall be entitled to apply a penalty for each commenced week of delay of 1% of the Total Contract Price of the Total Contract Price up to a maximum of 10%.
2. In addition, Buyer shall be entitled to claim compensation for any accredited losses attributable to Supplier, and for any damages arising from the delayed performance exceeding the agreed penalty. The delivery of any

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documentation to be provided by Supplier shall be prerequisite for a complete delivery and payment.

V. Force Majeure

1. Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a Contract if the delay or failure results from an event of "Force Majeure".
2. For clarification, Force Majeure means any event that was not foreseeable by the affected Party at the time of execution of the respective Contract, is unavoidable and is outside the reasonable control of the affected Party. In these cases, the affected Party shall not be held responsible, provided such event prevents the affected party from performing its obligations under the respective Contract, despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective Force Majeure event. Should the force majeure event affecting one party continue for two months, the other party shall be entitled to (partially or fully) terminate the Contract without being obliged to compensate, except for any work that has already been fully completed.

VI. Inspection, Audit and Assessment

1. If requested by Buyer, Supplier shall authorise Buyer during the term of the Contract and for a period of 5 years following final acceptance or complete delivery of Works/Goods not entailing final acceptance to: (i) examine and copy all pertinent documents, data and other information relating to the Works/Goods and the Contract, (ii) inspect, audit and assess any installation or process relating to the Works/Goods.
2. Any on-site visit will be conducted during normal business hours.
3. Supplier will ensure that Buyer is entitled to exercise all of their rights under XI.1 and XI.2 also with regards to sub-suppliers of Supplier.

VII. Acceptance

1. For all Works/Goods whose nature implies a final acceptance, this must be done by issuing a final acceptance protocol after completion of the Works/Goods and verification of compliance with the Contract.
2. Use of the Works/Goods or payment shall not constitute final acceptance.

VIII. Invoicing, Payment

1. Unless otherwise stated in the Contract, all prices for the Works/Goods are fixed and are not subject to price escalation for any reason whatsoever.
2. Despite the payment terms in the Purchase Order, or otherwise agreed, no payment shall become due prior to receipt of its respective auditable invoice, in compliance with the applicable legal requirements.
3. Buyer shall be entitled to offset any sum of money payable by Supplier to Buyer or any of its affiliate companies against any amount payable by Buyer to Supplier.

IX. Non-Conforming Works/Goods, Warranty, Spare Parts

1. Supplier represents and warrants that the Works/Goods conform to the requirements of the Contract and the Specifications and that they are suitable for the intended purpose. These warranties shall be in addition to all other warranties, whether expressed, implied or statutory. Payment for, inspection of, or receipt of the Works/Goods

does not constitute a waiver of any of Buyer's rights in the event of any breach of warranty.

2. The Warranty Period shall be 36 months beginning with final acceptance – or if the nature of the Works/Goods does not entail final acceptance – 36 months after complete delivery. With respect to defective parts, the Warranty Period shall be suspended upon notification or until complete rectification thereof has taken place. For any replaced or repaired Works/Goods, the Warranty Period shall restart after successful rectification.
3. Supplier must rectify all defects identified and notified within the Warranty Period at Supplier's expense either by repair or replacement of the defective parts of the Works/Goods. Should Supplier fail to rectify the defect within a reasonable period of time determined by Buyer, Buyer shall be entitled to fully or partially rescind the Contract, demand a reduction in price or remedy the defect at Supplier's expense. Supplier must compensate Buyer for all damages incurred due to the defects.
4. Rectification according to 3) shall include coverage by Supplier of any costs and expenses, such as costs of disassembly and reassembly, all labour costs, travel expenses etc.
5. Buyer shall immediately be entitled to but not obliged to rectify defects itself at Supplier's cost in the event that it is not reasonable for Buyer to request that Supplier rectify the defect within reasonable time in order to mitigate potential damages, e.g. material damages or penalties for delay, etc.
6. Supplier ensures provision of spare and wear parts or repair for at least 15 years after delivery.

X. BUYER's Property/Supplies

1. All equipment, materials, tooling, and other supplies owned by Buyer or Buyer's customer that Buyer provides to Supplier ("Supplies"), are and shall remain the property of Buyer. Such Supplies shall not be made available to any third party without the prior consent of Buyer in writing. Supplier shall use such Supplies solely for the contractually agreed purpose and shall return such Supplies in good condition and working order to Buyer upon request. In the event of termination or expiration of this Agreement, Supplier shall return such Supplies within ten (10) days after the effective date of termination or expiration.
2. Supplier shall store these Supplies separately from its own property and mark them as property of Buyer or Buyer's customer, as appropriate. Supplier shall provide for sufficient insurance against ordinary risks (e.g. theft, fire etc.).
3. Supplier must inspect all Supplies that are property of Buyer or Buyer's customer immediately after receiving them. If Supplier fails in doing so, the Supplies are deemed accepted and to correspond to the specification/drawings, etc.

XI. Intellectual Property Rights

1. Unless otherwise agreed, all rights of use under copyright law, commercial intellectual property rights and legal positions similar to intellectual property rights created during the provision of the Works/Goods under the Contract shall be transferred to Buyer on creation without any further conditions and without any additional remuneration. Buyer shall be exclusively entitled to these rights with no geographical, temporal or content restrictions and they may be extended, transferred,

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revised, adjusted, amended, reproduced or published by Buyer without Supplier's consent.

2. If Supplier creates or adapts software during execution of the Contract, the rights of use, commercial intellectual property rights and legal positions similar to intellectual property rights as set out in XI.1 shall not be limited to the object code but shall also extend to the source code as well as the documentation for the created and amended software programs.
3. Buyer obtains a non-exclusive, irrevocable, unlimited and transferable license to use any commercial property rights, copyrights and legal positions similar to intellectual property rights of Supplier already existing prior to performance of the scope of service as far as is necessary for the use of Works/Goods and the copyright, commercial property rights and legal positions similar to intellectual property rights described in XI.1.
4. The use of the Works/Goods shall be free of charge for Buyer. Buyer shall be entitled to file patentable work results for patent.
5. Supplier guarantees that any and all Works/Goods are free of third-party rights.

XII. Confidentiality, Publicity

1. Supplier, in relation to any information – regardless of its nature, content or form of materialisation – obtained from Buyer for the provision of Works/supply of Goods, e.g. drawings, blueprints, layouts, schemes, descriptions, specifications ("Confidential Information"), which shall be considered as Classified Information, even if it is not expressly stated as such and regardless of the medium on which it is displayed, shall be obliged to:
 - a) keep the Confidential Information strictly confidential, refrain from disclosing it to third parties, restrict access to it from any staff in its organisation except those who need it for due execution of the contract and refrain from making unauthorised copies of it, and
 - b) use the Confidential Information only for the purposes of the Contract or to incorporate it into its product according to its objective; in this sense, Supplier will not have the Classified Information for executing other works nor for the development of other Works/Goods,
 - c) these obligations will also apply after the termination and execution of this Contract, at which time Supplier will return all provided information to Buyer.
2. Failure to comply with these confidentiality provisions on the part of Supplier will entitle Buyer to demand payment for the damages caused, in accordance with the specifications applicable to each specific case, as well as to the termination of the contract.

XIII. Termination

1. Termination by mutual consent of the Parties.
2. Termination for Convenience.

Buyer shall be entitled to fully or partially terminate the Contract at any time, in which case Supplier shall be entitled to payment for all Works completed according to the specifications as well as for material purchased and work or services carried out, as long as such consignments cannot be used or reused for another order, excluding all other claims made by Supplier.
3. Termination for Default.

Either Party shall have the right to terminate the Contract should the other Party fail to comply therewith, with the right to claim for any damages that may have occurred.

4. Buyer has the right to rescind the contract with immediate effect, especially when the financial situation of Supplier deteriorates or may deteriorate, thus jeopardizing compliance with the commitments it has with Buyer. In this case, Buyer has the right to acquire the materials and semi-finished products existing at the time of rescission, including any special equipment, under terms and conditions that are reasonable and proportional to the rescinded contract.

XIV. Indemnity and Insurance

1. Should in connection with the provision of Works/Goods of Supplier, any claims be asserted against Buyer, e.g. for damages to or for infringements caused by third parties or violation of applicable laws, Supplier shall indemnify and hold harmless Buyer on first demand against the full amount of such claims. In addition, Supplier shall reimburse Buyer for any and all costs and expenses incurred by it in this claim, including legal and court fees.
2. Supplier must maintain insurance coverage with a reputable insurance company and, upon request, must provide Buyer with proof of insurance.

XV. Warranties and Compensation

1. Supplier agrees to compensate Buyer for any possible third-party claims.
2. In the event that Buyer is required to meet existing compensation claims by third parties due to Supplier's supplies or services, Supplier shall, firstly, compensate Buyer for the total amount of such claims and, secondly, bear the reasonable judicial expenses of Buyer.

XVI. Data Protection

1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, we hereby inform you that the Data Controller responsible for processing your data is thyssenkrupp System Engineering, S.A. Calle Comunicaciones 17, Poligono Industrial Agripina, Castellbisbal 08755, Barcelona. The purpose for collecting and processing the information is so that the Company can use it to properly manage the requested services, billing and payments and audits.
2. The data is processed on the basis of the existing relationship between the participating entities in the signature of this document. The storage period of the data corresponds to the period necessary for maintaining the contractual relationship and the accounting and tax information.
3. The data may be transferred, based on the acceptance of the business relationship, to other Group companies for the same purposes described above or for statistical or administrative purposes; as well as to our customers when necessary for providing the contracted service. Signature of this contract implies that you have been informed and that you give your consent for this transfer of data.

In the same way, the data may be transferred or communicated to banks to carry out billing or payments, as well as to public entities to comply with legal obligations.
4. The rights of Access, Rectification, Portability, Erasure, Limitation or, where appropriate, Opposition, may be exercised by submitting a written notice to the address

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indicated above or by sending a letter to dpc.systemengineering.es@thyssenkrupp.com. You must specify which of these rights you request be satisfied and, in turn, attach a photocopy of your ID card or equivalent identification document and use the reference 'LOPD'.

Finally, in the event that, during the execution of the commercial relationship, third-party personal data are provided to the Company, Supplier guarantees that it is legally entitled to provide the aforementioned data and that it has notified and collected the consent to the interested parties, answering for and releasing thyssenkrupp System Engineering, SA from any damages or losses that may arise in the event of non-compliance.

XVII. Miscellaneous

1. No modification, amendment or waiver of these GTC and the Contract, in any of the documents therein, will be effective unless it is expressed in writing and signed/confirmed by both parties. This also applies to any amendments to this Clause.
2. In all legal relationships between the Buyer and the Supplier, the current legislation in force in the Kingdom of Spain and the current version of United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall prevail.
3. The Parties, expressly waiving any jurisdiction that may apply, agree to submit the resolution of any dispute that may arise in connection with the execution, compliance, breach and interpretation of this Contract to the jurisdiction of the courts of Barcelona.
4. If any provision of these GTC is determined to be invalid, illegal or unenforceable, the remaining provisions remain in full force and effect so long as the essential terms and conditions reflect the original intent of the parties and remain valid, legal and enforceable. This provision also applies in case the Contract turns out to be incomplete.
5. In the event of a Change of Control concerning the Supplier's ownership structure, including any parent companies, the Supplier is obliged to give prompt notice in writing of same to the Buyer. Buyer is entitled to terminate the Agreement without notice.

Entire Agreement

This Agreement constitutes the entire agreement of the parties in relation to its subject matter and supersedes any agreement, contract, representation and understanding, oral or in writing, made prior to or after issuance of the Purchase Order, unless expressly referred to in the Purchase Order.