

## GENERAL TERMS OF PURCHASE

### 0. DEFINITIONS

- 0.1 FISAIR companies → refers to the following companies: Tecniseco Ingenieros S.L. VAT Nº - B28218295, FISAIR S.L.U. VAT Nº - B80999667, FISAIR Ibérica VAT Nº - B88174339, FISAIR UK – GB320270063, FISAIR México SAPI de C.V.-FME170721HE0, FISAIR SpA RUT: 76.722.132-0 and Fisair USA, Corp. EIN 84-5058432
- 0.2 Article → Product or material provided by a supplier.
- 0.3 Services → Non-tangible products such as computer software and technical advice.
- 0.4 Supplier → Person or company that supplies FISAIR with articles or services, which will be used by FISAIR or sold directly or transformed for subsequent sale to a third party.
- 0.5 Order → Document prepared by FISAIR after making a firm decision to buy an item or service. It is delivered to a vendor (or supplier) to purchase the items or services to be provided.
- 0.6 Consumer Price Index, CPI → This is a statistical measure of the change of prices of goods and services consumed by the population living in Spain as calculated by the National Institute of Statistics, INE.
- 0.7 Non-Conformity, NC → Non-compliance of the article and/or service with any of its technical requirements, as established by the ISO 9001:2005 standard.

### 1. SCOPE OF APPLICATION

- 1.1 These General Purchase Conditions must apply to all acquisitions of goods and/or Services made by the company that issues the order, FISAIR Companies (hereinafter, FISAIR), and imply the express exclusion of the Supplier's general sale conditions and any other document originating from it, unless otherwise agreed.
- 1.2 Any exception to any of these General Purchase Conditions formulated by a Supplier will be valid, only if expressly accepted by FISAIR in writing beforehand.
- 1.3 Any exceptions to these General Purchase Conditions accepted by FISAIR will apply only to the specific Order for which they were accepted and will not be extended to other Orders or contracts, past or future.

### 2. SCOPE

- 2.1 The scope of the contract includes both its contents and everything necessary until final delivery of the Articles or Services in good condition and proper operation, in accordance with the technical specifications established.
- 2.2 The Order will be considered accepted for all purposes by the Supplier and will automatically become a definitive sales contract, subject to these conditions, provided it has not been explicitly returned to FISAIR and rejected in writing, within 1 (one) business week from the date of issue.
- 2.3 Express or tacit acceptance of the Order by the Supplier entails total acceptance of these conditions that will govern the relationship between the parties.

### 3. DELIVERY AND INSPECTION

- 3.1 The delivery of the Articles and/or Services must be made on the date and place and under the conditions agreed in the contract documentation. The Supplier undertakes to comply with the final delivery date and any partial delivery dates established in the Order. Otherwise, the Supplier will be penalised, in accordance with the provisions of article 7 of this document.
- 3.2 FISAIR reserves the right to inspect all Articles ordered and/or purchased at the place of its manufacture, storage or implementation.

- 3.3 Thus, at any time during the contract implementation period, FISAIR, its customer and authorised representatives of each will have the right to carry out as many inspections they consider necessary to demonstrate compliance of the supply and its documentation in the Supplier and/or subcontractor workshops, premises or factories where the contracted items are being manufactured, stored or implemented, as well as to carry out audits of the system and its operation.
- 3.4 The Supplier will demand from its Suppliers or subcontractors free access to its premises for FISAIR representatives.
- 3.5 Responsibility of sub-suppliers: If the Supplier transfers some tasks to sub-suppliers, it must guarantee the sub-supplier's competence and potential production capacity to prepare the parts or assigned Order, as well as the proper and complete transfer of all the requirements established by FISAIR.
- 3.6 In addition, FISAIR will consider the Supplier responsible for any quality deficiencies or delays in the supply (including documentation) and therefore reserves the right to directly apply any penalties established in the Order/contract against the Supplier.

### 4. PRICES

- 4.1 The prices are agreed by both parties during the agreed period and are then fixed for all purposes and will remain unchanged by the Supplier, without it being subject to any revision or change, regardless of the time that has elapsed until all the materials under the contract have been supplied.
- 4.2 The prices include everything under the contract and what the Supplier must contribute or perform for its fulfilment, including expenses incurred in checking the quality of materials, packaging and transportation to the agreed place.
- 4.3 The prices for spare parts of the Articles under this contract will be the same as those that appear for the series in the contractual documentation within the current year. If requests for spare parts exceed this period, the price increase may not exceed the CPI for that year, or the accumulation of progressive CPIs in the event of several years.
- 4.4 This term does not prevent FISAIR from renegotiating any prices if the circumstances so require.
- 4.5 The supplier must guarantee the supply of spare parts for an Article for 15 years after it has been supplied.

### 5. BILLING AND PAYMENT CONDITIONS

- 5.1 The invoices, their supporting documentation and associated correspondence, must be sent by e-mail (not on paper) to the e-mail address indicated when registering as a Supplier. The invoice date must not be earlier than the invoice issue date, according to the contractual documentation.
- 5.2 Invoices may only be issued for those items received, to the full satisfaction of FISAIR, in accordance with the delivery deadlines and conditions described in the previous sections.
- 5.3 FISAIR reserves the right to return the invoice to its issuer if it does not comply with legal requirements. Invoices that do not meet the aforementioned requirements or those issued by the Supplier without having the corresponding contractual documentation in their possession will not be accepted and will not be considered by FISAIR as having an issue date.
- 5.4 Invoices without the corresponding Order number, delivery order and material delivery notes will not be accepted or considered as having an entry date.
- 5.5 All payments will be made by transfer or reverse factoring at 60 days on the 10th or 25th of each month, unless there is a specific agreement with the Supplier.

- 5.6 If the FISAIR invoice receipt date exceeds the invoice date by 15 days, the invoice receipt date will be taken as the base for calculation.
- 5.7 Payment does not imply that FISAIR considers the Order to have been properly carried out by the Supplier, and FISAIR does not waive the rights that may correspond to it against the Supplier; and expressly reserves their exercise, without prejudice to the payment made.
- 5.8 Any interest that may accumulate due to a late payment under this agreement must be limited to the interest rate published by the government in the state budget in accordance with Law 3/2004, December 29, 2004.

## 6. PENALTY DUE TO DELAY OR NON-CONFORMITY

- 6.1 If a delivery is not received by the contractual date for reasons attributable to the Supplier or its supply chain, the Supplier will pay FISAIR a delay penalty of 5% (five percent) of the price of the Article or Service for each week or fraction thereof delayed, with a cap of 25% (twenty-five percent) of the agreed price for the entire supply. If delayed materials lead to extra transportation costs for FISAIR due to a consequent delay in delivery of the Article to the customer's premises, the Supplier must pay this amount as a penalty.
- 6.2 This penalty will accrue without the need for any warning by FISAIR, and it is also expressly agreed that this will not replace any compensation for damages due to the delay that may arise for FISAIR or its end customer, whose compensation the supplier will also be responsible for. If this penalty is accrued, FISAIR is expressly empowered to deduct the amount from payments made to the supplier.
- 6.3 For a NC, the supplier must send a response indicating its origin, causes and corrective actions taken so that the incident does not recur, as well as a final deadline for complete resolution of the incident. In addition, an amount may be charged for the associated management. These penalties will vary depending on the severity of the NC and when it was detected. The following penalties are established:
  - 6.3.1 SLIGHT - Article with a NC detected upon receipt of the Order which can be resolved by FISAIR (5% of the Article amount).
  - 6.3.2 MEDIUM - Article with a NC detected upon receipt of the Order which requires the Article be replaced by the supplier in the shortest period of time possible (5% of the Article amount for each week that elapses from the initial Article receipt date to the date of its replacement).
  - 6.3.3 SERIOUS - Article with a NC detected in the FISAIR manufacturing chain or after the equipment has been delivered to the end customer, which can be resolved by FISAIR (25% of the Article amount).
  - 6.3.4 VERY SERIOUS - Article with a NC detected in the FISAIR manufacturing chain or after the equipment has been delivered to the end customer, and for which the Article must be replaced by the Supplier in the shortest period of time possible (30% of the Article amount).

## 7. GUARANTEE

- 7.1 The Supplier guarantees the Articles against any original or manufacturing defect for 2 (two) years from its commissioning, not exceeding 36 (thirty-six) months since its delivery, and commits to replacing or repairing those that are defective to the satisfaction of FISAIR.
- 7.2 The Supplier will be responsible for any defect or non-compliance in this regard, even when the product supplied or the process applied has been inspected, verified, tested and/or accepted by FISAIR and/or the defect is detected after these actions.
- 7.3 The cost of replacement or repair and all expenses incurred by FISAIR as a result of this will be borne by the Supplier, even when having to be implemented outside its premises. Adjustments, tasks, repairs or substitutions must be carried out within the period indicated by FISAIR, so that it is less disruptive. Otherwise, FISAIR may carry out the necessary work itself or request third parties to do so at the supplier's expense, and without losing the guarantee with the prior written agreement of the Supplier.
- 7.4 If FISAIR requires an analysis of the defective Article, the Supplier must send an analysis report indicating the origin of the Article defect. Any cost for the analysis will be assumed by the supplier if the origin of the failure is from the supplier's processes. Otherwise, it will notify FISAIR of this associated cost.
- 7.5 If the guarantee obligation comes into operation, the replaced or corrected Articles will once again have a guarantee period equal to that contractually agreed.

- 7.6 After the expiry of the contractual guarantee, the Supplier, however, will be liable for any direct or indirect consequence of future hidden faults or defects that affect supplies.
- 7.7 Any term that attempts to diminish its legal guarantee will be considered as void.
- 7.8 If a claim for liability is made against FISAIR due to defective products, a breach of legal safety regulations or other applicable regulations of any nature, FISAIR will have the right to claim for reimbursement for damages, expenses, costs and compensation from the Supplier if the manufacture, delivery, operation or performance of the Article was incorrect and was the direct or indirect cause of the claim.
- 7.9 During the guarantee period, the Supplier undertakes to maintain a guaranteed stock, when required by FISAIR, made up of critical components or parts provided by the Supplier itself.

## 8. DELIVERY CONDITIONS

- 8.1 All packs, boxes and packages, for example, must be packaged appropriately for transport and storage.
- 8.2 Both the packaging and the transport will be the responsibility of the Supplier, except when otherwise agreed; for example, with those Suppliers or Orders under the EXW incoterm.
- 8.3 The Supplier will be responsible for damage caused by shock, rust and breakage, for example, when attributable to inadequate protection or to transport not observing the proper measures for the ordered material.
- 8.4 Deliveries of materials must be accompanied by a delivery note without item costs, detailing the merchandise included in the delivery, the Order number and corresponding Article in a clearly visible place.
- 8.5 When supplying the merchandise, it is essential to send the material certificates by e-mail to the same e-mail address provided for the receipt of invoices.
- 8.6 Failure to comply with any of the aforementioned points may result in retention of its corresponding invoice until the conflict is resolved, with the payment term being modified accordingly.
- 8.7 FISAIR reserves the right to reorganize or cancel any Order during the first 5 working days of its date.

## 9. INTELLECTUAL PROPERTY

- 9.1 If required, the Supplier is obliged and guarantees to provide FISAIR with the documentary evidence, e.g. patents, licences and other industrial property documents, required to implement the aim of the contract.
- 9.2 If FISAIR is harmed or hindered in any way in the use of the goods to be acquired for fault or negligence of the Supplier, and as a result of the lack of any of the aforementioned licences, the seller will:
  - 9.2.1 hold FISAIR harmless from any third party claim;
  - 9.2.2 pay FISAIR for any damages that occur;
  - 9.2.3 pay a penalty equivalent to the full amount of the contract to supply the good(s) in question.
- 9.3 All information and knowledge (including plans, drawings, calculations, specifications and procedures both on paper and electronically) supplied by FISAIR to the Supplier in relation to the implementation of the Order will remain the property of FISAIR and be used by the Supplier exclusively for the purposes of implementing the Order. The Supplier will treat this information and knowledge under strict confidence and will return it to FISAIR when it requests.
- 9.4 Similarly, moulds, models, matrices and tools owned by FISAIR and delivered to the Supplier for the performance of a job, or to a Supplier's sub-contracted supplier, will be used by the Supplier exclusively for the purposes of implementing the Order. The Supplier will treat these goods as strictly confidential, limiting their use only to Orders placed by FISAIR or one of its sub-suppliers, by express written authorisation.
- 9.5 While in possession of these goods, the Supplier undertakes to keep them in good usage condition and storage, and will return them to FISAIR whenever it requests.
- 9.6 If not used for a period it considers long, the Supplier is obliged to inform FISAIR of this period of inactivity in writing, or if it wishes to be released from its guardianship and custody, whereupon a new location for them will be resolved within a maximum period of 15 days.

- 9.7 In no case, even when a commissioned work has been finished, is the Supplier unilaterally empowered to destroy or scrap the moulds, dies or tools used, and will have to compensate FISAIR with their full cost if it does so.
- 9.8 The Supplier will indemnify FISAIR fully against any claim for violation of intellectual property rights that originates from or is related to the supply materials.
- 9.9 If facing any legal action, FISAIR reserves the right to cancel any commitments in progress by sending a reliable notification, with reservation of all rights and actions against the Supplier.
- 9.10 If FISAIR assigns the Supplier the digital files of the plans in the work format to facilitate its operating processes being carried out by numerical control, the Supplier will be responsible for producing the parts according to the final plan, and this information sent will be simply to help streamline its production process.

## 10. TERMINATION

- 10.1 If the Supplier does not comply with any of its contractual obligations, FISAIR may terminate the contract. To do so, it need only notify the supplier in writing and correctly pay for any supplies received, applying any applicable deductions. The Supplier will not be entitled to charge any other amount as compensation.

## 11. JURISDICTION

- 11.1 The parties will seek an amicable resolution of any issues that arise as a result of the interpretation or fulfilment of this contract. If a resolution cannot be found in this way, the parties submit to the jurisdiction and competence of the Courts and Tribunals closest to the FISAIR Company that issued the Order, expressly waiving any other jurisdiction that may correspond to it.

## 12. SUPPLY CONTRACT LEGAL REGIME

- 12.1 These general conditions are applicable providing the Particular Conditions of the order do not establish any other criterion, expressly accepted by FISAIR, according to the numeration and order of precedence established below:

1. The Order and its particular conditions.
2. These general conditions.
3. The Supplier's offer, duly accepted in writing by FISAIR.
4. Private Legal Ordinance and especially Law 7/1998, April 13 on General Contracting Conditions, for anything not foreseen or to which an objection is made.
5. Legal and regulatory requirements.

## 13. INSURANCE

- 13.1 The Supplier must be in possession of all insurance required in the contract documentation.
- 13.2 In the cases and under the terms established in the contract documentation, the Supplier will contract the civil liability insurance necessary to compensate for any damage that may occur both to persons and property. The coverage limit of the aforementioned civil liability insurance must not be less than €1,000,000 (one million euros). If requested, the supplier will be obliged to supply FISAIR with an updated copy of this policy and a receipt for being up to date with its payment. It must also be insured for any damages that occur to FISAIR materials left in the Supplier's warehouses.

## 14. CONFIDENTIALITY AND EXCLUSIVITY

- 14.1 All information the Supplier receives from FISAIR, related directly or indirectly to the supply, is considered the intellectual property of the latter and is therefore absolutely confidential and secret. Also, the Supplier is obliged not to disseminate or use information of any kind it receives from FISAIR, either directly or indirectly, either for itself or third parties, and will scrupulously respect the confidentiality established herein, even after the contractual agreement has terminated, for the following periods: If the negotiations initiated between the parties are successful, from today until the date established in the contractual documentation; and if the negotiations initiated between the parties do not come to a successful conclusion, from today until the day they are definitively ended; plus 15 (fifteen) years thereafter, in both cases.
- 14.2 This information may be provided to the Supplier verbally, in writing, in readable electronic format, in the form of samples or prototypes, and either directly by FISAIR, by third parties under the instructions of FISAIR or by its representatives or employees.
- 14.3 Therefore, it is the Supplier's obligation to scrupulously respect confidentiality.
- 14.4 Furthermore, the Supplier is expressly prohibited from dealing directly and/or indirectly with the FISAIR customer during the term of the supply contract signed with the customer in question and for 15 (fifteen) years thereafter for the manufacture of the specific project, and its successive extensions.
- 14.5 Also, in its own name and that of its professionals, advisers, officials, employees, affiliates and any other natural or legal persons with which it establishes contracts or agreements related to the supplied object or to its execution, progress and sale, the Supplier undertakes:

(a) To keep the information securely, with strict confidentiality and ensure it is provided only to those people who have to carry out the corresponding required work, under the premise that they need to know it.

(b) Not to copy, reproduce or use the information for purposes other than to fulfil the contract with FISAIR and future commercial relationships, other negotiations and other directly related matters; and, if the information has to be provided for examination, no part of it may be removed from the place where it was provided for examination and deposit.

(c) To ensure that any information disclosed to a third party interested in the object of the contract - e.g. any professional, advisor or employee - will always be under conditions that inform the recipients of what is established in the contract, if there is one or in these General Conditions, and obliges them to treat the information received confidentially and secretly, under the same terms as those established herein.

(d) To return all the information provided and all its copies to FISAIR within 10 (ten) days of being requested.

- 14.6 The violation of the confidentiality obligation agreed upon and duly verified will entitle FISAIR to receive from the Supplier an indemnity of 30% (thirty percent) of the average total gross billing that has occurred during the last 5 (five) years prior to the date of the breach between the parties, or the billing expected for the project in question according to the offers handled with the customer; with it being understood that any delay by FISAIR in the exercise of this right to compensation does not imply its waiver, and any partial exercise or the exercise of any other right does not prevent an additional exercise or that of any other right or privilege.