

## GENERAL CONDITIONS OF PURCHASE

FISAIR (hereinafter referred to as FISAIR) and the Supplier (hereinafter referred to as the Supplier) agree that the following clauses shall govern the transactions agreed between the said parties electronically and otherwise by means of physical documents executed in writing, unless such clauses conflict with the terms of the electronic or written document (hereinafter referred to as the Purchase Order) executed and agreed by the parties in other contracts and/or specific documents executed between them and related to the Purchase Order and/or such contracts.

### 1. Definitions

- 1.1 FISAIR companies. Refers to the following companies. Tecniseco Ingenieros S.L. CIF-B28218295, FISAIR S.L.U. CIF-b80999667, FISAIR Ibérica CIF-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.
- 1.2 FISAIR's General Conditions of Purchase (hereinafter referred to as "Conditions").
- 1.3 Item → Product or material supplied by a Supplier.
- 1.4 Services → Non-tangible products such as computer software, technical advice, etc.
- 1.5 Supplier → Person or company supplying FISAIR with goods or services, which will be used by FISAIR or sold directly or transformed for further sale to a third party.
- 1.6 Purchase Order: The document concluded electronically through the systems and/or means indicated by FISAIR and/or in writing in physical document, which comes from consigning a negotiation on services and/or items agreed at cost with the Supplier, under the clauses contained in said Purchase Order and the present Conditions.
- 1.7 N.C. - Non-Conformity → According to ISO 9001:2005 a Non-Conformity or NC is the non-compliance with one of the technical requirements of the article and/or service.

### 2. Scope of application

- 2.1 These Conditions shall apply to all purchases of goods and/or services made by the company issuing the order, FISAIR Companies, and expressly exclude the Supplier's general terms and conditions of sale and any other document originating from the same, unless otherwise agreed.
- 2.2 Any exception to any of these Conditions by Suppliers shall be valid only and exclusively if, once formulated and communicated to FISAIR, it is expressly accepted in writing.
- 2.3 The exceptions to these Conditions accepted by FISAIR shall only apply to the specific order for which they have been accepted, and shall not extend to other orders or contracts, past and/or future.

### 3. Purchase order

- 3.1 Purchase Order issued to Supplier, is subject to the Conditions described herein; all specifications, drawings, Quotation and correspondence listed in the Purchase Order, the Delivery Schedule as required and any amendments appropriately communicated. Unless otherwise

expressly limited, "Service(s) and/or item(s)" shall include all design, engineering, workmanship, supervision, tools,

materials, hardware, equipment, insurance of products, all in good condition; material handling including packaging. The Supplier shall carry out all first class work in a professional manner.

- 3.2 The Supplier acknowledges, accepts and agrees to the Terms and Conditions hereof entered into by FISAIR.
- 3.3 The Supplier shall be bound to respect the delivery dates specified by FISAIR in accordance with the delivery date stipulated in the purchase order to perform and/or deliver the service(s) and/or item(s) contracted. FISAIR may use all means necessary to ensure that the Supplier keeps to the schedule and/or delivery date of the purchase order. Any cost penalties paid, or claimed by sub-suppliers of the Supplier shall be the sole responsibility of the Supplier; expenses or losses resulting from deliveries at times other than those quoted in the purchase order shall be reimbursed by the Supplier or deducted from FISAIR's payment.
- 3.4 Supplier may not assign or delegate its obligations hereunder to Sub-Suppliers without the prior written consent of FISAIR.
- 3.5 The order shall be deemed to be accepted for all purposes by the Supplier and shall automatically become a definitive purchase contract, subject to these Conditions, provided that it has not been explicitly returned to FISAIR, rejecting it in writing, within a period not exceeding one working week from the date of its issue.
- 3.6 The express or tacit acceptance of the order by the Supplier implies full acceptance of these conditions that will govern the relations between the parties.
- 3.7 The Supplier undertakes to comply with all the rules, provisions and regulations indicated by the corresponding authorities and those contained in the applicable laws and regulations, as well as those indicated by FISAIR, for the supply of the services and/or items required.
- 3.8 The Supplier undertakes to execute and perform 100% (ONE HUNDRED PERCENT) of the service(s) and/or article(s) contracted and that all materials, equipment and labour used in the performance of the service(s) and/or article(s) agreed in the purchase order will always be of the quality and specifications approved in accordance with the budget.
- 3.9 If the service(s) and/or article(s) carried out by the Supplier require permits, licences or any payment or contributions to official agencies, the Supplier must process them and they will be at his own expense, in the event that he does not process them, he will be liable for all damages, losses and expenses caused by his non-compliance.

### 4. Delivery - Reception

- 4.1 Deliveries shall be made in accordance with the specifications regarding finish, volume, subdivisions of the purchase order for delivery and delivery time; quantity, dimensions and weights shall be as determined in our incoming examination. We are not obliged to accept partial or supplementary deliveries which we have not agreed upon in advance.
- 4.2 If the agreed delivery deadlines are not met, the Supplier shall compensate us in accordance with the applicable legal regulations for damages suffered as a result of the delay. In the event of repeated failure to meet delivery deadlines, we shall be entitled to withdraw from the contract, as well as in the event of suspension of payments, lawsuits or commencement of insolvency proceedings, bankruptcy or out-of-court settlement proceedings.

4.3 Natural disasters, public disorder, governmental measures, transport disruptions, strikes, lockouts and other disruptions to the operations of our workplaces or those of our Suppliers which result in the suspension or limitation of our production shall release us, for the duration of their effects, from our acceptance commitment insofar as we are unable to avoid these disruptions or it is not possible to avoid them by reasonable means. In such cases, the Supplier's right to compensation or indemnification for the damage caused shall be excluded. In the event that the outward transport is prevented, the Supplier shall store the goods properly at his own risk and expense until such time as we take over the goods or someone else takes them over for us.

## 5. Defective deliveries - liability for defects

- 5.1 The Supplier undertakes to supply only products that have been subjected to a final verification of their correct execution in accordance with the material specification, drawings and standards.
- 5.2 FISAIR reserves the right to inspect all items ordered and/or purchased at the place of manufacture, storage or performance.
- 5.3 To this end, FISAIR, its customer and authorised representatives of both shall be entitled to carry out, at any time during the period of execution of the contract, all inspections they deem necessary to demonstrate compliance with the supply and its documentation, in the workshops, premises or factories of the Supplier and/or subcontractors, where the contracted items are in production, stored or being executed, as well as to carry out audits of the system and its operation.
- 5.4 The Supplier shall require from its Suppliers or subcontractors free access to its premises for FISAIR's representatives.
- 5.5 The assertion of claims for defects on our part is not subject to any peremptory time limit in respect of both obvious and hidden defects. Hidden defects entitle us to claim compensation for consumed materials and wages.
- 5.6 In urgent cases we may have the defects remedied at the Supplier's expense or, if this is not possible, we may have the defects remedied by another Supplier at the Supplier's expense.
- 5.7 If nothing specific has been agreed with regard to liability for defects, the Supplier shall guarantee the absence of defects in its deliveries in accordance with the statutory regulations.
- 5.8 Delivered item(s) and/or service(s) that do not comply with the contractual provisions shall be returned at the risk and expense of the Supplier. The item(s) and/or service(s) to be returned shall remain our property until receipt of a replacement delivery or until settlement of their countervalue. In the event of repeated deliveries that do not comply with the contractual provisions, we shall be entitled to withdraw from the contract.

## 6. Prices

- 6.1 The prices are agreed by both parties for the agreed period and are fixed to all intents and purposes and shall remain unalterable on the part of the Supplier, without being subject to any revision or variation whatsoever. Irrespective of the time that has elapsed until the total supply of the materials covered by the contract.
- 6.2 The prices include everything that is the object of the contract and everything that must be provided or carried out by the Supplier for its fulfilment, including expenses

incurred in checking the quality of the materials, packaging and transport to the agreed place.

- 6.3 This clause does not prevent FISAIR from renegotiating prices if circumstances so require.
- 6.4 For a period of 15 years from the delivery of the item, the Supplier shall guarantee the supply of spare parts.

## 7. Penalty for Delay or Non-Compliance

- 7.1 In the event of any delay in delivery with respect to the contractually agreed date and which is attributable to the Supplier in its supply chain, the Supplier shall pay FISAIR a penalty for delay consisting of five percent (5%) of the price of the delayed item or service, for each week of delay or fraction thereof, with a maximum of twenty-five percent (25%) of the price agreed for the entire supply. In the case of materials that suffer delays which result in an additional cost for FISAIR for transport to the customer's facilities due to the delay of the item, the Supplier shall pay this amount as a penalty annex.
- 7.2 This penalty shall be accrued without the need for any intimidation on the part of FISAIR, and it is expressly agreed that it shall in no case replace the compensation for damages that may arise from the delay for FISAIR or for its end client, for whose compensation the Supplier shall also be liable. In the event that this penalty is accrued, FISAIR is expressly authorised to deduct its amount from the payments to be made to the Supplier.
- 7.3 In the event of a NC, the Supplier must send a response indicating the root cause, the correction (immediate action) and the corrective actions to prevent the incident from recurring, as well as a final deadline for complete resolution of incidents. In addition, an associated handling fee may be charged. These penalties will vary depending on the severity of the non-conformity and when it has been detected. Thus, the following penalties are established:
  - 7.3.1 Slight - Article that presents NC detected at the reception of the order and can be solved by FISAIR (5% of the amount of the article).
  - 7.3.2 AVERAGE - An item which has a NC detected on receipt of the order and for which the item must be replaced by the Supplier within the shortest possible period of time (5% of the amount of the item for each week that elapses from the initial date of receipt of the item until the date of replacement of the item).
  - 7.3.3 SERIOUS - Item that presents NC detected in FISAIR's manufacturing chain or once the equipment has been delivered to the final customer and can be solved by FISAIR (25% of the amount of the item).
  - 7.3.4 VERY SERIOUS - An item that presents NC detected in FISAIR's manufacturing chain once the equipment has been delivered to the final customer and for which the item must be replaced by the Supplier in the shortest possible period of time (30% of the amount of the item).

## 8. Cancellation of the purchase order

- 8.1 FISAIR reserves the right to cancel and terminate these conditions in respect of part or all of the service(s) and/or item(s) at any time upon at least 24 hours written notice to the Supplier and in the following circumstances:
  - 8.1.1 Total or partial cancellation of the FISAIR purchase order with the customer,
  - 8.1.2 Insolvency of the Supplier,
  - 8.1.3 The execution by the Supplier of an assignment for the benefit of creditors,

- 8.1.4 Failure to deliver the Work or any component in accordance with any timetable set out in this Document,
- 8.1.5 Jeopardise the time to complete the purchase order,
- 8.1.6 Delay of progress on any part of the purchase order if FISAIR, in its sole discretion, believes that such delay of progress jeopardises the opportunity for timely completion of the purchase order,
- 8.1.7 Breach by the Supplier of any provision of this Document.

- 8.2 FISAIR shall have the right to make a new document upon termination hereof, and any excess costs incurred in doing so shall be paid by Supplier.
- 8.3 If the Supplier becomes insolvent, or at any time during the performance of the service(s) and/or item(s) refuses or neglects to supply sufficient numbers of suitably trained workers, or sufficient materials of specified quality, or fails in any event to perform the service(s) and/or item(s) promptly and meticulously, or in failing to perform any of its obligations hereunder, FISAIR shall have the right and power to terminate the Purchase Order 24 hours after notifying the Supplier in writing of such failure, and to supply any labour or materials to complete the Work and payment shall be made to either party, FISAIR shall have the power and right to terminate the purchase order 24 hours after written notice to Supplier of such failure, and to furnish any labor or materials to complete the Work and payment shall be made for any such completed portion of the Work and shall not exceed the proportion of the completed portion of the Work borne by the total Work provided hereunder; FISAIR shall have no obligation to compensate Supplier under this provision and in no event shall payment under this section exceed the total price specified herein.

## 9. Guarantees

- 9.1 The Supplier guarantees the items against all original or manufacturing defects for a period of three years from their commissioning, not exceeding thirty-six (36) months from their delivery, and undertakes to replace or repair to FISAIR's satisfaction any items found to be defective.
- 9.2 The Supplier maintains its liability in respect of any defect or non-compliance in this respect, even if the product supplied or process applied has been inspected, verified, tested and/or accepted by FISAIR and/or the defect is detected subsequent to such actions.
- 9.3 The cost of the replacement or repair and all expenses incurred by FISAIR for this reason shall be borne by the Supplier, even when they must be carried out outside its premises. Adjustments, tasks, repairs or replacements must be carried out within the period indicated by FISAIR, in the least damaging manner. Otherwise, FISAIR may carry out the necessary work itself or by third parties at the Supplier's expense and without loss of warranty, subject to the Supplier's prior written agreement.
- 9.4 In the event that FISAIR requires an analysis of the defective item, the Supplier shall send an analysis report indicating the origin of the faulty item. In the event that the analysis entails a cost, this will be assumed by the Supplier if the origin of the fault comes from the Supplier's processes. Otherwise, FISAIR shall be notified of this associated cost.
- 9.5 If the warranty obligation comes into operation, the replaced or corrected items shall again have a warranty period equal to the contractually agreed warranty period.
- 9.6 Upon expiry of the contractual guarantee, the Supplier shall, however, be liable for any direct or indirect consequences of future hidden defects or faults affecting the supplies.

- 9.7 Any clause purporting to diminish its legal warranty shall be deemed to be unwritten.
- 9.8 In the event of a claim against FISAIR for product liability or for breach of statutory safety regulations or other applicable regulations of any nature, FISAIR shall be entitled to claim reimbursement of damages, expenses, costs and compensation from the Supplier if the manufacture, delivery, operation or behaviour of the item has been incorrect and has been the direct or indirect cause of the claim.
- 9.9 During the guarantee period, the Supplier undertakes to maintain a guarantee stock, where required by FISAIR, consisting of critical elements or parts provided by the Supplier.

## 10. Delivery documentation, disposition

- 10.1 The dispatch of the goods shall be carried out using invoices and/or purchase invoices printed by the Supplier itself. The invoice and/or delivery note must be filled out completely, taking into account, where applicable, any instructions issued by us in writing. An invoice and/or delivery note shall be used for each shipment and, unless otherwise agreed, an invoice shall be drawn up for each delivery note.
- 10.2 We reserve the right to process purchase orders and delivery notes with you by means of electronic data interchange (EDI or WebEDI), subject to prior written notification. This must be agreed in each case with the relevant FISAIR logistics department.

## 11. Invoices and payment

- 11.1 Invoices, their supporting documentation and correspondence must be sent exclusively by e-mail (not in hard copy on paper), addressed to the e-mail address that we indicated to you when you registered as a Supplier. The date of each invoice may not be earlier than the date on which, according to the contractual documentation, the invoice is to be issued.
- 11.2 Invoices may only be issued for those items received, to the full satisfaction of FISAIR, in accordance with the delivery times and delivery conditions described in the previous sections.
- 11.3 In any case, FISAIR reserves the right to return the invoice to its issuer in those cases where the invoices do not comply with the legal requirements. Invoices that do not comply with the aforementioned requirements or invoices issued by the Supplier without the corresponding contractual documentation in its possession will not be accepted or counted for the purposes of the date of issue at FISAIR.
- 11.4 Invoices without the corresponding purchase order or delivery order number and delivery notes will not be accepted and will not be taken into account for the purposes of the date of entry.
- 11.5 All payments shall be made by wire transfer or 60 days confirming with payment days 10 and 25 of each month in case there is no specific agreement with the Supplier.
- 11.6 In the event that the date of receipt of the invoice by FISAIR exceeds the date of receipt of the invoice by 15 days, the date of receipt of the invoice shall be taken as the basis for calculation.
- 11.7 Payment does not imply that FISAIR considers the order to have been correctly placed by the Supplier or waives any rights that may correspond to it by virtue of this against the Supplier, expressly reserving the right to exercise them, without prejudice to the payment made.

- 11.8 In the event of any breach by Supplier of any provision or obligation hereunder, or in the event of assertion by any party of any claim or guarantee of payment against FISAIR, for service(s) and/or item(s) beyond Supplier's control, FISAIR shall have the right to withhold payments due or becoming due to Supplier in an amount sufficient to protect FISAIR from any loss, damage, or expense, until the situation has been remedied or adjusted by Supplier, including, without limitation, legal and related expenses. Payment of damages is limited to the Supplier's liability insurance.
- 11.9 The Supplier undertakes to apply value added tax to the service, both at home and abroad, in its own name as an output tax under national tax regulations. This also applies to ancillary costs such as accommodation costs; FISAIR only recognises net amounts on invoices. If invoices for payment on account or partial payment are issued for contractual services with VAT specifications, the Supplier is obliged to correct the VAT on his final invoice if necessary.
- 11.10 Payment shall be made on the basis of the credit days indicated in the purchase order. At the same time, the Supplier shall be informed in the payment notification of any accounting entries for the previous months that are still pending. Any discrepancies shall be reported to us without delay.
- 11.11 The Supplier's claims against us arising from our orders may not be assigned to third parties.

## 12. Shipping conditions

- 12.1 All packages, boxes, bundles, etc. Shall be suitably packed for transport and storage.
- 12.2 Packaging and transport shall be at the Supplier's expense except where otherwise agreed, e.g. with Suppliers or orders under the EXW Incoterm.
- 12.3 The Supplier shall be liable for any damage due to knocks, rust, breakage, etc. Imputable to inadequate protection or as a consequence of inadequate transport without observance of the diligence proper to the transport of the ordered material.
- 12.4 Shipments of materials must be accompanied by an unvalued delivery note, detailing the goods included in the shipment, indicating in a clearly visible place the order number and the corresponding article.
- 12.5 Upon delivery of the goods, the material certificates must be sent by e-mail to the same e-mail address provided for the receipt of invoices.
- 12.6 Failure to comply with any of the above points may result in the withholding of the corresponding invoice until the conflict has been resolved, thereby modifying the payment deadline.
- 12.7 FISAIR reserves the right to rearrange or cancel any order during the first 5 working days after the order has been placed.

## 13. Intellectual and Industrial Property

- 13.1 The Supplier guarantees FISAIR and is obliged to prove to FISAIR, if required, that it has the patents, licences and other industrial property documents necessary for the performance of the contract.
- 13.2 In the event that due to the fault or negligence of the Supplier and as a consequence of the lack of any of the licences referred to in the previous paragraph, FISAIR is in any way harmed or hindered in the use of the goods purchased, the Seller:
- 13.2.1 Hold FISAIR harmless against any third party claims.

13.2.2 It shall pay FISAIR for any damages incurred.

13.2.3 It shall pay a penalty equal to the full contract value of the contract for the supply of the good(s) in question.

13.3 All information and know-how (including plans, drawings, calculations, specifications, procedures, etc. Both on paper and in electronic media) supplied by FISAIR to the Supplier in connection with the execution of the order shall remain the property of FISAIR and shall be used by the Supplier exclusively for the purposes of the execution of the order. The Supplier shall treat this information and know-how as strictly confidential and shall return it to FISAIR at FISAIR's first request.

13.4 Likewise, in the case of moulds, models, dies and tooling owned by FISAIR and delivered to the Supplier for the execution of a job, or ordered to be manufactured by the Supplier for subsequent use, they shall be used by the Supplier exclusively for the purposes of the execution of the order. The Supplier shall treat these goods as strictly confidential, limiting their use only to orders placed by FISAIR or another sub-supplier of the latter, by means of express written authorisation.

13.5 The Supplier, while in possession of these goods, undertakes to keep them in a perfect state of use and storage and shall return them to FISAIR at the first request of the latter.

13.6 In the event that they remain inactive for a period of time that the Supplier considers to be long and wishes to be released from their custody, the Supplier is obliged to notify FISAIR in writing of this situation, which will decide on a new location for them within a maximum period of 15 days.

13.7 Under no circumstances, even if an ordered work has already been carried out, is the Supplier entitled to proceed on its own account and decide to destroy or scrap the moulds, dies or tools used, and shall compensate FISAIR, if necessary, with the full cost of the same.

13.8 The Supplier shall fully indemnify FISAIR against all claims for infringement of industrial and/or intellectual property rights arising out of or in connection with the materials supplied.

13.9 In all cases of legal action against FISAIR, the latter reserves the right to cancel the commitments in progress by sending a reliable notification, reserving all rights and actions against the Supplier.

13.10 In the event that FISAIR provides the Supplier with the digital files of the drawings in work object format to facilitate its processes of operations carried out by numerical control, the responsibility for producing the parts according to the final drawing shall be that of the Supplier, who shall treat this sending of information simply as an aid to speed up its production process.

## 14. Quality, environmental management and occupational safety requirements for suppliers.

14.1 Fisair S.L. has implemented an Integrated Management System (hereinafter, IMS) of: quality, environmental and occupational health and safety (OSH), in accordance with the reference standards UNE-EN ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018. As established in our Policy, the continuous improvement of the development of the organisation and the management system implemented are considered by the General Management of the company as key elements for the achievement of our objectives. In this sense, for FISAIR, the suppliers that form part of the process that makes this possible are considered an essential part of the development of the activity and commitment.

14.2 One of the requirements demanded by the SGI in reference to the products acquired from suppliers is the need to initially and periodically evaluate and select those considered SUITABLE for the supply of products and/or the provision of services to our organisation, according to their capacity to comply with the quality, environmental and occupational health and safety (OSH/PRL) objectives and commitments established by FISAIR:

14.2.1 For all products supplied that require, by applicable regulations or legislation, a quality or conformity certificate, the supplier or supplier shall send it to FISAIR at the beginning of the supply, without waiting for a claim from FISAIR.

14.2.2 For any installation, assembly and/or maintenance check that, due to applicable legal regulations, requires tests of any kind, the supplier must provide the report or certificate of conformity.

14.2.3 The supplier declares and undertakes that the various components that may make up the machine and the equipment comply with all the legal requirements demanded by the applicable environmental regulations, whether administrative, technical or, in particular, those relating to the emission of noise, gases or other products that are harmful or damaging to the environment.

14.2.4 The management of waste generated which, by virtue of the contract signed between the parties, corresponds to the supplier, shall be carried out in accordance with the legislation in force on the matter, removing the same in containers or suitable containers in each case and providing FISAIR with a copy of the registration documents generated.

14.2.5 The need to manage waste generated in FISAIR's facilities, originated as a consequence of negligence or bad environmental practices of the supplier or his staff, will be the responsibility of the supplier/supplier himself, who must treat the waste properly in accordance with the regulations in force, and must also provide a record of this or a copy of the documentation generated for this purpose.

14.2.6 Waste managers: administrative authorisation as authorised waste manager, acceptance document (if applicable), proof of removal and notifications of shipment (if applicable) and Treatment Contract.

14.2.7 Equipment calibration laboratories: calibration certificates and accreditation of the ability to perform calibrations (issued by ENAC if applicable).

14.2.8 Safety Data Sheet of the supplied product (if applicable).

## 15. Resolution

15.1 In the event that the Supplier fails to fulfil any of its contractual obligations, FISAIR may terminate the contract, it being sufficient for it to notify the Supplier in writing and pay the amount of the supply correctly carried out to date, with the appropriate deductions where applicable. The Supplier shall not be entitled to the collection of any other amount as compensation.

## 16. Jurisdiction

16.1 These general conditions shall apply provided that the Particular Conditions of the order do not establish other criteria, expressly accepted by FISAIR, according to the list and order of priority established below:

First. - The order and its particular conditions.

Second. - The present general conditions.

Third. - The Supplier's offer, duly accepted in writing by FISAIR.

Fourth. - The Private Legal System and in particular Law 7/1998 of 13 April on General Conditions of Contract, in what is not foreseen or opposed to it.

Fifth. - Legal and regulatory requirements.

## 17. Insurance

17.1 The Supplier shall be in possession of all insurances required by the contractual documents.

17.2 The Supplier shall take out at its own expense, in the cases and under the terms determined in the contractual documentation, the liability insurance necessary for the compensation of damages or losses that may occur both to persons and to property. The limit of coverage of the aforementioned liability insurance shall not be less than one million euros (EUR 1,000,000). In the event of a request, the Supplier shall be obliged to provide FISAIR with an updated copy of said policy and a receipt of current payment. The Supplier shall also be insured for any damage to FISAIR's materials deposited in the Supplier's warehouses.

## 18. Confidentiality and Exclusivity

18.1 All information received by the Supplier from FISAIR, directly or indirectly related to the supply, is the intellectual and/or industrial property of the latter and, therefore, absolutely confidential and secret. In turn, it is the Supplier's obligation not to disseminate or use, neither for itself nor for third parties, either directly or indirectly, any information of any kind received from FISAIR, scrupulously respecting, even after the end of the contractual agreement, the confidentiality established herein, which shall last: If the negotiations initiated between the parties come to a successful conclusion, from today until that 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 on which they are definitively broken and fifteen (15) years more, in both cases.

18.2 This information may be provided to the Supplier orally, in writing, in legible electronic format, in the form of samples or prototypes, and either directly by FISAIR, by third parties under FISAIR's instructions or by FISAIR's representatives or employees.

18.3 It is therefore the Supplier's obligation to scrupulously respect confidentiality.

18.4 Furthermore, the Supplier is expressly prohibited from dealing directly and/or indirectly with FISAIR's customer during the term of the supply contract signed with the customer in question and for a further fifteen (15) years for the manufacture of the specific project, and its subsequent extensions.

18.5 Furthermore, the Supplier undertakes, in its own name and on behalf of its professionals, consultants, officers, employees, affiliates and any other natural or legal persons with whom it may enter into contracts or agreements relating to the object supplied or to the execution, development and sale of the same, to:

a. To store information securely and with strict confidentiality and to secure the corresponding work required, etc. And on a need-to-know basis.

b. Not to copy, reproduce or use the information for purposes other than the performance of the contract with FISAIR and future business relations or other dealings and other directly related matters and, in

the event that the information is to be provided for review, no part of it may be removed from the place where it was provided for review and deposit.

- c. To ensure that any information disclosed to any third party interested in the subject matter of the contract, to any professional, to any consultant or to any employee, shall always be disclosed under conditions that inform the recipients of what is set out in the contract, if any, or in these General Conditions and oblige them to treat the information received confidentially and secretly, on the same terms as those set out herein.
  - d. To return to FISAIR within ten (10) days of your request, the total information provided, together with all copies thereof.
- 18.6 The contravention of the confidentiality obligation herein agreed and duly ascertained, shall entitle FISAIR to receive from the Supplier an indemnity of thirty percent (30%) of the average of the total gross turnover that has been produced during the last five (5) years prior to the date of the breach between the parties or of the turnover foreseen for the project in question according to the offers handled with the client, it being understood that any delay by FISAIR in exercising this right to indemnification shall not constitute a waiver thereof and any partial exercise or exercise of any other right shall not preclude any further exercise or exercise of any other right or privilege.

#### **19. Applicable Law, Jurisdiction and Jurisdiction**

- 19.1 The Supplier shall be subject to the local laws of any State and Municipality within the Mexican Republic, for the performance of the works and for the interpretation and fulfilment of the present document to the Federal and local laws of the State of Puebla.
- 19.2 The parties hereto agree that any dispute relating hereto shall be determined in the courts of first instance of the Judicial District of the City of Puebla or the Federal Courts located in the Judicial District of the City of Puebla, State of Puebla. The parties hereby consent to the jurisdiction of those courts for such purpose.