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**GENERAL TERMS AND CONDITIONS OF CONTRACT**  
**SUPPLIERS - GALFER**

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## 1. SCOPE OF APPLICATION

- 1.1. This document establishes the General Terms and Conditions of Contract ("**General Conditions**"), which regulate the relations between Industrias Galfer, S.A. and/or any of the companies in which it has or may have control, directly or indirectly (the "**CONTRACTOR**" or "**GALFER**") and the counterparty (the "**SUPPLIER**"), for:
- a) the supply of equipment, materials and movable property in general ("**Goods**");
  - b) the execution of works and works with an obligation of result ("**Works**"); or
  - c) the provision of services, including professional and/or consulting services ("**Services**").

The supply, execution and provision of the Goods, Works and Services are defined indistinctly for the purposes of these General Conditions as the "**Provision(s)**".

- 1.2. These General Terms and Conditions shall be incorporated into all contracts relating to the Services and shall regulate, together with the Contractual Documents, the rights and obligations of GALFER and the SUPPLIER (hereinafter, jointly, the "**Parties**" and, individually, a "**Party**", as applicable), excluding any other conditions that may be established or invoked by the SUPPLIER, unless expressly agreed otherwise.
- 1.3. Only exceptions to these General Conditions that have been expressly accepted by GALFER in writing will be valid, being applicable exclusively to a specific contract, without the SUPPLIER being able to extend them to other past or future contracts.

## 2. LANGUAGE

- 2.1. In the event that there are discrepancies between the original Spanish version of these General Terms and Conditions and the translation of these into other languages, the Spanish version shall prevail.

## 3. DEFINITIONS

- 3.1. The following definitions shall apply to these General Terms and Conditions:

- **Specific Conditions:** An independent document or incorporated as a clause of the Contract that contains the particular conditions by which, together with the Technical Specifications, and other Contractual Documents, the Services are defined and the prices and other conditions of these are set.
- **General Conditions:** These General Terms and Conditions of Contract.
- **Contract:** It is the document that, validly signed by both Parties, formalizes the agreement between GALFER and the SUPPLIER regarding a certain Service. The Contract will be made up of the Contractual Documents that comprise it in each case. The Orders will also be considered a Contract between the Parties.
- **Contractual Documentation / Contractual Documents:** It is the set of documents that regulates the relationship between the Parties and may be made up of the combination of part or all of the documents listed below. In the event of a contradiction between any of the documents, the order of precedence of the following list will be followed, unless otherwise expressly indicated:
  - a) The signed Contract accepted or the Order with which the contract is formalized.
  - b) The Technical Specifications of the tender and/or the Request for Proposal, including its annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.
  - c) The Specific Conditions, including their annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.
  - d) These General Conditions, including their annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.

- **Order:** Document issued by GALFER, used as an order to perform a specific and determined Service.
- **Technical Specifications:** This is the document-specifications prepared by GALFER that contains all the technical and, where appropriate, economic requirements that the SUPPLIER must comply with in the performance of the Services.

#### 4. OBJECT OF THE CONTRACT

- 4.1. The Services subject to the Contract will be performed on a non-exclusive basis and without a volume commitment. No modification of the object of the Contract may be made at the initiative of the SUPPLIER without the prior written consent of GALFER and, those that are made, will not entail a variation in the price or in the delivery period, if such variation has not been previously indicated by the SUPPLIER and accepted in writing by GALFER. GALFER's acceptance shall not imply alteration of the SUPPLIER's warranty and liability in relation to the Contract.
- 4.2. The object of the Contract is also considered to implicitly include any complementary and/or ancillary services that have not been expressly excepted by the PROVIDER, those derived from the Law and customs and, in particular, those established in these General Conditions.
- 4.3. In the case of the supply of Goods and the contracting of Works and Services, the SUPPLIER has the obligation to deliver the reference, its own and its supplier's, of the materials that are not manufactured by it. The reference must be numerical, graphic, of the nature of materials, composition and construction.
- 4.4. The Services and, where applicable, the complementary and/or accessory works or services subject to the Contract, must comply with the requirements of the Contractual Documentation, the instructions that GALFER sends to the SUPPLIER, the indications contained in the drawings that, where appropriate, are provided, and the rules and prescriptions of the administrative regulations that are in force during the execution of the Contract. without the SUPPLIER being able to demand any price increase for it.

#### 5. FORMALIZATION AND LEGAL NATURE OF THE CONTRACT

- 5.1. The Contract is formalised between the Parties with their signature by any means valid in law and, in the case of Orders, when (i) they have been issued by GALFER in acceptance of an Offer from the SUPPLIER; (ii) have been accepted by the SUPPLIER, expressly or tacitly, after their issuance by GALFER (when there is no prior Offer); or (iii) have been issued under a previous Contract. The Contract will not be automatically renewed or tacitly extended.
- 5.2. The Orders resulting from the assumptions (i) and (ii) above, will be considered the same as a Contract for the purposes of these General Conditions and the binding application for the parties of its terms and conditions. The Orders resulting from the assumptions (i) and (ii) above will be governed by the provisions of the same and by these General Conditions. The Orders resulting from the assumption (iii) shall be governed by the order of priority of the Contractual Documentation provided for in the Contract.
- 5.3. The Contract has a commercial legal nature, so the relationship between the Parties is exclusively commercial in nature, and will be governed by its own clauses and, where not provided for in them, by the Commercial Code, special laws and commercial usages.
- 5.4. The relations between the Parties to the Contract are those of two legal entities independent of each other, and vis-à-vis third parties. Except as otherwise expressly provided in the Contract, neither Party nor its employees shall act or be construed to be acting as a representative, agent or representative of the other Party, nor shall their acts and/or omissions give rise to any binding obligation on the other Party vis-à-vis any third party. Likewise, neither the perfection nor the performance of the Contract may be interpreted as a relationship of association, partnership or civil or commercial entity, *joint venture*, consortium or other relationship of risk and venture shared by the Parties to the Contract.

#### 6. INTERPRETATION OF CONTRACTUAL DOCUMENTS

- 6.1. Neither Party shall be deemed to have waived any right granted by the Contract, unless such waiver is expressly made in writing and communicated to the other Party. The resignation

to a right shall not imply a waiver of other possible future rights, even if they are of the same nature. Consequently, the temporary non-exercise or delay in the exercise by any of the Parties of any actions in defence of its rights shall not imply the definitive waiver by said Party of such actions or the exercise of judicial or extrajudicial actions that may correspond to it, within the legally established limitation period.

**6.2.** In the event that any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions that can be enforced without the voided provision. The Parties, taking into account the spirit of the Contract and by mutual agreement, shall endeavour to amend the invalid provision in such a way as to respect the objective of the provision in question in the best possible way.

## **7. CONDITIONS RELATING TO THE PERFORMANCE OF THE SERVICES SUBJECT TO THE CONTRACT.**

### **7.1. Conditions of delivery of Goods**

7.1.1. The conditions of delivery of the supplies of Goods, unless the Parties establish other conditions in the Contractual Documentation, will be DDP (Incoterms) at the place designated by GALFER, including unloading on behalf of the SUPPLIER, with the SUPPLIER bearing all the costs of taking the Goods to a destination and unloading, except for the VAT or tax that replaces it, which will be borne by the REGISTRANT, with packaging and insurance included in the price, and in accordance with all the provisions of European Union legislation.

7.1.2. All Goods will be duly marked, referenced and labelled for correct and easy identification and reception, accompanied by the corresponding delivery note. The delivery note must be perfectly legible and it must specify all the data required by these General Conditions. If you do not meet these requirements, GALFER reserves the right not to enter the locations corresponding to the Goods. The corresponding items will be considered not received, and will be considered so for contractual purposes.

7.1.3. All Goods subject to the Contract shall be carefully packed and protected for handling, loading, transport and storage, in accordance with good practice and therefore taking special precautions when required. All Goods that are in a defective state or that present irregularities or deformations will be rejected. The receipt by GALFER or, where appropriate, by the End Customer of a shipment or dispatch does not imply their Acceptance of the quantity or quality specified for the supplies of Goods received.

7.1.4. Until the transfer of the risks to GALFER, the SUPPLIER will have insurance in force with adequate coverage of the Goods, even if they are already in the possession and use of GALFER.

### **7.2. Conditions of execution of the Provision of Works and/or Services**

7.2.1. The SUPPLIER is solely responsible for the execution of the Works and/or Services subject to the Contract. The approval by GALFER of projects, calculations, plans or other technical documents does not release the SUPPLIER from that responsibility, nor does it imply that it must be shared with it by GALFER.

7.2.2. The management of the execution of the Services of, the Works and/or the Services commissioned will correspond entirely to the PROVIDER, who must issue, where appropriate, the mandatory documents for their legalization.

7.2.3. THE SUPPLIER must prove by means of supporting documents that their company has an official and current certification for the performance of the Works and/or Services, as appropriate, and that they will be carried out by personnel with the training and professional qualification required according to each regulation.

### **7.3. Term of execution of the Benefits**

7.3.1. The Provision of Goods, Works and Services, as applicable, must be concluded on the date or term that, for this purpose, has been agreed in the Contractual Documentation, and the SUPPLIER is obliged to comply with the dates of provision, execution or delivery set. If the Contractual Documentation does not state

it indicates a specific delivery date and only a period of execution, provision or delivery is established, this will begin to count in any case from the date of signature of the Contract or, where appropriate, of issuance of the Order by GALFER.

- 7.3.2. An early completion date or a reduction in the terms of performance, execution or delivery will only be possible if GALFER expressly approves it in writing. In the event that the latter authorizes it, it will not imply the advance payment of all or part of the price.
- 7.3.3. Completion dates may not be delayed, nor may the terms of provision, execution or delivery be extended, except for reasons attributable to GALFER. The PROVIDER undertakes to exert, at its sole expense, all reasonable means within its reach to recover, as soon as possible, any delay in the scheduled dates or deadlines, even when the delay is justified.
- 7.3.4. The Contractual Documentation may establish milestones or performance conditions that, where appropriate, the corresponding Service requires and establish different Acceptance deadlines depending on these milestones or performance conditions.
- 7.3.5. Failure to comply with the deadlines, provision, execution or delivery requirements will give rise, at GALFER's discretion, to the application of the penalties contemplated in the Contractual Documentation or, where appropriate, to the total or partial cancellation of the Contract and the Orders in progress.

#### **7.4. Vices and defects**

- 7.4.1. The SUPPLIER shall be liable for any apparent or hidden defects, breakdowns, defects or defects arising or found during the execution of the Contract or during the Warranty Period, and until the end of the period indicated by the legislation in force, or the Warranty Period if this is longer, apart from any legal or other liabilities that may arise. In the event of serial defects, the SUPPLIER must replace or recarry out everything that is appropriate, without the need to wait for the defect to manifest itself in all the Goods, Works and/or Services, as appropriate.

### **8. ACCEPTANCE PROCEDURE**

#### **8.1. Acceptance**

- 8.1.1. Once the performance of the Service by the SUPPLIER has been completely completed, GALFER will proceed to check whether the Service has been carried out in accordance with the technical and functional requirements specified by GALFER in the Contractual Documentation and whether they therefore comply with them in terms of their execution, so that:
  - a) In the event that the verification is satisfactory, the SUPPLIER will proceed to issue the corresponding invoice.
  - b) In the event that the verification of the contracted Services is not satisfactory, GALFER will issue a Non-Conformity document, by which you may choose between:
    - reject the Acceptance proposed by the PROVIDER. In this case, the PROVIDER must proceed to correct and correct the Services performed before requesting GALFER's Acceptance again; or
    - to make a Partial Acceptance, as provided for in section c) below, in the event that GALFER considers that there are Objections in the execution that prevent its full Acceptance without affecting the essential requirements demanded. In this case, GALFER may issue a Debit Note accompanied by an annex containing a list and description of the Objections detected together with the deadline set for their correction.
  - c) Once all the Objections have been corrected by the SUPPLIER to the satisfaction of GALFER, the Acceptance process will be considered completed.

## **8.2. Partial Acceptance**

- 8.2.1. Partial Acceptances, in no case and under no circumstances, will release the PROVIDER from any liability, nor will they imply the start of the calculation of the guarantee period, which in this case will not begin until the process of Acceptance of all the Services subject to the Contract has been completed.

## **9. ECONOMIC CONDITIONS**

### **9.1. Price**

- 9.1.1. The price of the Contract is the exclusive and total consideration agreed for the performance of the Service, and takes into account the total value of the Contract. It includes everything necessary for the exact execution of the Contract and everything that the PROVIDER must perform as part of the Service, including all costs or expenses that may be necessary, with no exceptions other than the concepts that have been expressly excluded in the Contract, and the legally established taxes.
- 9.1.2. The prices are global, raised, closed and cannot be updated or revised for any reason, and no increases on the established prices, or additions to them, will be allowed, unless provided for in the Contractual Documentation or if required by applicable legislation.
- 9.1.3. The price will be broken down by specifying on the one hand the price of the services (if applicable), on the other the price of the materials, and on the other the corresponding taxes according to the applicable legislation.
- 9.1.4. The SUPPLIER will assume any additional costs for freight, freight and other expenses caused by non-compliance with the delivery and shipping conditions established in the Contractual Documentation.

### **9.2. Billing**

- 9.2.1. Invoices must be valid and GALFER will accept them only if they contain all the information required by the Contract and the applicable regulations, and if the Service has been completed correctly and has been the subject of Acceptance. Regardless of whether different currencies have been established in the Contract for payment, each invoice may only be issued in a single currency. In the event that the Contract allows invoicing in a currency other than that mainly established in the Contract, the exchange rate used to convert the amount of the invoice will be that corresponding to the day of payment of the invoice. The SUPPLIER must send the invoice to the email address provided by GALFER.
- 9.2.2. GALFER may return to the SUPPLIER invoices that (i) lack information or any data required by the Contract or current legislation, (ii) contain items not authorized by GALFER, and/or (iii) are issued for amounts expressed in a currency other than that defined in the Contract.

### **9.3. Payment terms**

- 9.3.1. Unless the Parties establish another term, the due date of the invoice shall occur (i) thirty (30) calendar days for the contracting of Works and/or Services and, (ii) sixty (60) calendar days for the contracting of Supplies and Goods, counted in both cases from the date of execution of the Provision or, failing that, from the date of the invoice sent by the SUPPLIER to the CONTRACTOR through GALFER's email account and which the SUPPLIER declares to be aware of and accepts.
- 9.3.2. Payment will be made by bank transfer once the invoice is due, on the day established by GALFER for this purpose and, if applicable, the corresponding withholdings will be made.
- 9.3.3. In the event that GALFER finds that, on the part of the SUPPLIER, there is a breach of its obligations that may give rise to joint and several liability, subsidiary liability or other direct action against GALFER, regardless of whether or not the Contract is terminated, and as soon as it becomes aware of such circumstances, GALFER may proceed to withhold all payments that for any reason are pending to be made to the SUPPLIER in an amount sufficient to cover these liabilities, and may even pay such obligations on behalf of the same if the law allows it.

- 9.3.4. The payment of the price does not imply that GALFER considers the Contract to have been correctly carried out by the SUPPLIER, nor that it renounces any rights that may correspond to it by virtue of the Contract against the SUPPLIER, expressly reserving its exercise.
- 9.3.5. GALFER shall be entitled to offset the amounts pending payment to the SUPPLIER, in the amount that the latter, in turn, owes to GALFER or to any of the companies of the GALFER Group.

## **10. PURCHASING AND QUALITY POLICY**

- 10.1.** GALFER subjects the contracting of the Benefits to the principles and criteria established in the Integrated Management System Policy and the Code of Ethics and Conduct of the GALFER Group, the text of which is available on its website ([www.galfer.eu](http://www.galfer.eu)), and which are incorporated into the Contract by reference. The SUPPLIER undertakes to ensure compliance with the guidelines set out in this Clause in the execution of the Services subject to the Contract, also undertaking to inform all its personnel and Subcontractors of this, guaranteeing their compliance.
- 10.2.** The SUPPLIER must have implemented a quality assurance system that, in order to achieve the highest quality standards in all its processes, takes the following standards as a reference: ISO 9001 Quality Management; ISO 14001 Environmental Management and ISO 50001 Energy Management.
- 10.3.** The SUPPLIER shall be solely responsible for quality control, regardless of the controls and tests carried out or required by GALFER by its own means or by those of a third party, which, if carried out, shall not alter the full responsibility that exclusively corresponds to the SUPPLIER.

## **11. PENALTIES AND GUARANTEES**

### **11.1. Penalties**

- 11.1.1. The Contractual Documentation will set out the penalties to be applied to the SUPPLIER in the event that the execution of the Contract does not conform to the agreed specifications. The application of the penalties provided for does not exempt the PROVIDER from compliance with the Contract to its full extent.
- 11.1.2. The Penalties will in no case be compensatory, so they will not constitute the only remedy available to GALFER to compensate for the damages caused by the breach of the SUPPLIER that has given rise to the penalty.
- 11.1.3. The appropriate penalties will be charged to the SUPPLIER by deducting their amount from the first payments to be made by GALFER for any reason, executing the bonds that it has constituted, or jointly by both means.
- 11.1.4. In the event that a different penalty has not been established in the Contractual Documentation, the penalty for delay, without the need to report the delay, will be one and a half percent (1.5%) of the total amount of the Contract for each calendar week of delay, during the first four (4) weeks, and four percent (4%) of the total amount of the Contract for each calendar week of delay from the fifth week.
- 11.1.5. The sum of the penalties may not exceed fifteen percent (15%) of the total amount of the Contract, including, where appropriate, revisions, extensions and works with an administration fee. In the event that this limit is exceeded, GALFER will apply the penalty and will have the right either to terminate the Contract, or to continue demanding compliance from the SUPPLIER, in both cases with the corresponding compensation for damages in accordance with the applicable legislation.
- 11.1.6. The fact that GALFER does not apply one or more penalties in relation to a breach of a Contract does not imply a waiver by the REGISTRANT of applying any other penalty or similar penalties that arise a posteriori from the same cause.



## 11.2. Guarantees

- 11.2.1. All adjustments, substitutions, corrections and repairs that must be made to comply with the contractual requirements will be the exclusive account and charge of the SUPPLIER and free of any expense or disbursement for GALFER, with the SUPPLIER bearing all expenses incurred by the CONTRACTOR.
- 11.2.2. The decision to adjust, repair or replace the defect always corresponds to the CONTRACTOR, who may order, always based on objective reasons, the repairs or replacements that he deems necessary. Adjustments, repairs or replacements must be made as soon as possible, in a way that is least detrimental to GALFER.
- 11.2.3. In the event of non-compliance by the SUPPLIER with its guarantee obligation, GALFER may do so by itself or by third parties at the SUPPLIER's expense, without loss of the guarantee. The SUPPLIER will also be obliged to compensate GALFER for the damages caused to it.
- 11.2.4. The SUPPLIER's warranty extends to the term stipulated in the Contractual Documentation and, failing that, to the period of two (2) years from the date of Acceptance.
- 11.2.5. The Warranty Period will not be interrupted during the time spent on repairs or replacements made in compliance with the warranty. However, such repairs or replacements will be warranted in turn, upon completion, for a period equal to the Warranty Period. Spare parts will also be subject to the aforementioned warranty.
- 11.2.6. The total or partial application of the warranty or the expiration of the term of the warranty does not release the PROVIDER from its possible liability for hidden defects or defects of any other liability that may be required of it by law.

## 12. INSURANCE

- 12.1. The SUPPLIER assumes full responsibility for any injury or damage caused to persons or property in the performance, including those carried out through Subcontractors, of the Services specified in the Contract and undertakes to take out adequate insurance on its own account, in relation to the risk and with insurance companies with a stable financial situation and of recognized prestige, for the entire duration of the Contract, to:
- d) Loss or damage that may be caused to materials and equipment covered by the Contract during their processing, loading and transport, up to the time and place of delivery to GALFER, with full liability on the part of the SUPPLIER for any damage caused to the materials or equipment. Likewise, this obligation is assumed by the SUPPLIER in relation to the materials and equipment provided by GALFER for the execution of the Contract, from the moment they are made available to the SUPPLIER or its Subcontractors, until they are returned to GALFER.
  - e) Civil liability for losses and losses that the personnel of the SUPPLIER or its Subcontractors may cause to the personnel or properties of GALFER and/or to third parties arising from the execution of the activities of the Contract. In all circumstances, GALFER will not be responsible for causes attributable to the SUPPLIER.
- 12.2. If GALFER considers that the coverage of the SUPPLIER's policies referred to in this Clause is not sufficient to cover the risks for which they are intended, the SUPPLIER agrees to review and modify the insurance coverage in accordance with the requirements of the Contract.
- 12.3. The existence, validity and effectiveness of the aforementioned insurance policies is an essential condition for GALFER and, therefore, if the PROVIDER, at the request of GALFER, is not able to prove at all times that it has the corresponding insurance coverage, GALFER may terminate the Contract, without prejudice to the obligation of the PROVIDER to pay compensation for the damages suffered by GALFER. In any case, in terms of insurance, the provisions of the Contract and the applicable Spanish legislation will be observed.

### **13. ASSIGNMENT OF THE CONTRACT**

#### **13.1. Assignment of collection rights or payment obligations**

13.1.1. GALFER may assign its collection rights or payment obligations, derived from the Contract, in favour of any company of the GALFER Group with the only requirement of notifying the SUPPLIER.

13.1.2. The SUPPLIER will require the prior and express consent of GALFER for each operation, in the event that it wishes to assign to third parties the rights and credits derived from the Contract, and/or carry out any other operation that involves the provision of any title, lien, commitment and/or transaction, total or partial, on the aforementioned rights and credits.

#### **13.2. Assignment of the Contract**

13.2.1. GALFER may, with the sole requirement of notifying the SUPPLIER, assign its rights and obligations arising from the Contract in favour of any company of the GALFER Group. In the event that the assignment by GALFER occurs in favour of any other natural or legal person outside the GALFER Group, GALFER must obtain the prior and express authorisation of the SUPPLIER, which will not unreasonably deny it.

13.2.2. The SUPPLIER may not assign all or part of the Contract to third parties without the prior, express and written consent of GALFER. In any case, the effectiveness of such assignment will be conditional on the third party having, in the opinion of the CONTRACTOR, sufficient economic, technical and legal solvency, and formalizing in writing with GALFER its willingness to be subrogated under the conditions of the Contract, it being essential to present to GALFER the corresponding supporting documentation and compliance with the supplier approval requirements established by GALFER in force at all times.

### **14. INDUSTRIAL AND INTELLECTUAL PROPERTY**

#### **14.1. General**

14.1.1. The PROVIDER declares and warrants that, in the performance of the Provision and the performance of its obligations under the Contract, it has not infringed, is not infringing and will not infringe any industrial or intellectual property rights of third parties, such as rights in trademarks, patentable inventions, copyrighted works, utility models, industrial designs and trade secrets, being consequently protected against any claim for damages that third parties outside the Contract may make.

14.1.2. The SUPPLIER shall not use the products, samples, technical specifications or industrial or intellectual property information owned by GALFER for any purpose other than the proper execution of the Contract.

#### **14.2. Third-Party Licenses**

14.2.1. In the event that the SUPPLIER needs to use industrial or intellectual property rights protected by third-party licences for the execution of the Contract, GALFER reserves the right to request the relevant documentation from the SUPPLIER.

14.2.2. The PROVIDER is responsible for obtaining, procuring and obtaining in sufficient time the concessions, permits and authorizations required by the holders of the patents, models and related trademarks, as well as industrial or intellectual property rights. The PROVIDER will be responsible for paying the corresponding royalties, compensations, remunerations, charges and/or fees due.

14.2.3. The SUPPLIER declares and guarantees that there are no contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, obligations of the SUPPLIER or other circumstances that prevent or may prevent GALFER from using or in any other way enjoying the industrial or intellectual property necessary for the execution of the Contract, as well as the product, service, supply, license, document, object, article to which it is incorporated or in which it is included.

### 14.3. Claims

14.3.1. In the event that GALFER is required or sued by a third party for infringement of industrial and/or intellectual property, whatever the cause, in relation to the Services subject to the Contract, the SUPPLIER will be liable for all damages caused by that reason, and must compensate GALFER for any damage suffered by such cause. The SUPPLIER exempts GALFER from all liability for infringements of industrial and/or intellectual property that may be incurred in the execution of the Contract, and undertakes to do everything necessary to leave GALFER out of and safe from any claims or lawsuits that may be brought against it for such infringements. and to indemnify him for all damages that, directly or indirectly, may be caused by such claims or demands.

### 14.4. Prior Rights

14.4.1. Each party acknowledges and agrees that the prior intellectual property rights owned by the parties (the "**Prior IPR**") shall remain exclusively the property of each party and the other party shall have no right to claim therein.

### 14.5. Rights of the Contracting Party

14.5.1. GALFER will be the owner of all documents, drawings, plans, computer programs, as well as copies thereof, that it provides to the SUPPLIER for the execution of the Contract, as well as the rights to inventions, patents, copyrighted works, utility models and other industrial or intellectual property rights that are necessary or will be necessary for the execution of the Contract. based on the documentation provided by GALFER to the SUPPLIER. The PROVIDER will use them only for the purposes of the execution of the Contract and must return them to GALFER, taking at all times the appropriate precautions in relation to the processing, use and transfer of data to guarantee security and confidentiality in accordance with the Contract.

14.5.2. The drawings, documents, plans, computer programs and copies thereof, and in general any result and related industrial or intellectual property rights, acquired by the SUPPLIER or created, developed, invented, designed, generated or delivered by the SUPPLIER during the execution of the Contract (the "**Acquired IPRs**") shall belong exclusively to GALFER.

14.5.3. For these purposes, the SUPPLIER assigns to GALFER, exclusively, with the power of exclusive or non-exclusive assignment to third parties, without territorial limitation, indefinitely or failing that for the entire maximum period allowed by applicable legislation and within the agreed remuneration, all intellectual and industrial property rights that fall on the works, creations, services, designs, inventions and/or materials created, adapted, produced, developed and/or delivered by the SUPPLIER in relation to the Services subject to the Contract (the "**Materials**"). And all this for its exploitation through any means, modality, format and/or system without any type of limitation, other than those established in the applicable legislation.

## 15. LIABILITY FOR DAMAGES AND GENERAL OBLIGATIONS OF THE SUPPLIER

### 15.1. Liability for damages

15.1.1. The SUPPLIER shall be responsible for and at the risk of any damage that may be caused to GALFER and its employees or other contractors as a result of the execution of the Contract, and GALFER shall in all cases be exonerated from all liability.

15.1.2. Likewise, the SUPPLIER will be responsible for any damage caused to third parties as a result of the execution of the Contract. Therefore, GALFER may, in any case, pass on to the PROVIDER any expense incurred as a result of compensation for damages to end users. When a request for compensation is addressed to GALFER by any means, whether judicial or extrajudicial, for such damages, GALFER will promptly inform the SUPPLIER to allow it an adequate defence and will refrain from reaching any agreement without the prior knowledge of the SUPPLIER.

## 15.2. General obligations of the PROVIDER

- 15.2.1. The PROVIDER is fully responsible for everything necessary for the performance of the Contract and, in any case, for everything indicated as its responsibility in the Contract, and will execute the Contract in accordance with the provisions of the Contract, the laws and regulations required by the competent Authorities.
- 15.2.2. The PROVIDER is obliged to immediately pay all the expenses that GALFER bears (including legal fees and attorney's fees, provisions of funds on both, certificates, authorizations, fees, supplies, guarantees or surety bonds or legal deposits to appeal or that are required or necessary in any way, etc.) due to its legal defense against administrative acts, extra or prejudicial claims and legal actions of any kind and instance that are directed against GALFER.
- 15.2.3. The SUPPLIER undertakes to notify GALFER with reasonable notice or, in any case, no later than five (5) business days, of the initiation of proceedings for its dissolution, transformation, merger, spin-off, increase or reduction of capital or, in any case, of other extraordinary operations, as well as significant changes in its governing bodies.

## 16. OBLIGATIONS AND RESPONSIBILITIES IN THE WORKPLACE

### 16.1. General obligations

- 16.1.1. The organisation of the work and safety of the SUPPLIER's personnel who, where appropriate, require the execution of the Services to be performed by the SUPPLIER related to the Contract is the obligation of the SUPPLIER, who will appoint a person in charge of its organisation, with proven competence, for the purposes of its management, supervision and coordination, if applicable, with GALFER personnel.
- 16.1.2. The SUPPLIER's staff and subcontracted operators for the execution of the Services related to the Contract, whether under the civil-commercial or labour regime, will in no case be considered workers or employees on behalf of GALFER, in accordance with article 42.1 of Royal Legislative Decree 2/2015, of 23 October, which approves the Workers' Statute. Consequently, the SUPPLIER is obliged to comply with the applicable rules and provisions in force (including, but not limited to, those relating to labour relations, Social Security, occupational accidents, health and safety, etc.), exempting GALFER from any liability that may arise as a result of non-compliance. GALFER may verify compliance with these rules by the means it deems most convenient.
- 16.1.3. Without prejudice to the foregoing, the SUPPLIER must prove at all times by means of a certificate issued by the General Treasury of the Social Security, and whenever required in this regard by GALFER, that it is up to date with the payment of the corresponding contributions and other obligations related to the Social Security, and with the payment of the wages earned, in relation to the personnel and operators under the employment regime who directly or indirectly intervene in the execution of the Services subject to the Contract.

### 16.2. Obligations and responsibilities in the field of Occupational Risk Prevention. Obligations regarding the coordination of preventive activity

- 16.2.1. The SUPPLIER will comply with all legal regulations in force in the field of Occupational Risk Prevention and, especially, those contained in Law 31/1995, of 8 November, and regulatory provisions that develop it or those that replace it, regardless of their rank and the body that issued them, as well as any other legal regulations in force or convention that contain prescriptions relating to the adoption of preventive measures in the workplace or likely to produce them in that area.
- 16.2.2. The SUPPLIER will have the necessary technical and human resources to comply with the planning of its preventive activity, as well as the preventive resources when necessary, expressly supervising the adoption of the appropriate health and safety means at all times, both by its own workers and by possible authorized subcontractors, designating for this purpose a

qualified interlocutor for the control and surveillance of the prevention measures established and for communication with GALFER.

- 16.2.3. The SUPPLIER undertakes to include in its risk assessment and planning of its preventive activity, the information and instructions received by GALFER in the field of Occupational Risk Prevention. Likewise, the SUPPLIER undertakes to inform its workers about the means of coordination established in the workplace.
- 16.2.4. The SUPPLIER undertakes to provide its personnel with the necessary personal and collective protective equipment, being solely responsible for the observance of the regulations and plans of safety and health at work, with total indemnity for GALFER for their possible non-compliance.
- 16.2.5. The SUPPLIER must immediately notify GALFER of any occupational accident or occupational disease related to the material execution of the installations, even when there are no victims. In addition, the SUPPLIER will proceed to carry out a complementary investigation, the report of which will be delivered to GALFER within a period of less than seventy-two (72) hours, reflecting the original causes of the accident and the preventive measures adopted.
- 16.2.6. GALFER may refuse, postpone or paralyze the verification of the Benefit, and even terminate the Contract, if non-compliance or defective compliance by the SUPPLIER with its obligations in terms of Occupational Risk Prevention is found. The SUPPLIER will be responsible for any expenses and facilities necessary to provide the service in accordance with the applicable labour, general or sectoral regulations.
- 16.2.7. Both Parties reiterate and expressly agree that in the event that GALFER, by virtue of an administrative or judicial resolution, is obliged to respond subsidiarily or jointly and severally, by the regulations in force on the prevention of occupational risks, to pay compensation for damages arising from non-compliance or defective compliance with said regulations attributable to the SUPPLIER, GALFER may pass on to the SUPPLIER the amounts of this obligation.

### **16.3. Specific provisions on occupational health and safety**

#### **16.3.1. Safety Conditions**

- a) The SUPPLIER is obliged to comply with the provisions of article 41 of the Law on the Prevention of Occupational Risks regarding the safety conditions of the machinery, equipment, products and tools that it supplies to GALFER, and will ensure that they will not constitute a source of danger for the worker, provided that they are installed and used in the conditions, form and for the recommended purposes.
- b) The SUPPLIER will provide GALFER with the information indicating the correct way in which they are used by workers, the additional preventive measures to be taken and the occupational risks involved in the materials and equipment supplied, both in their normal use and in their improper handling or use.

#### **16.3.2. Procurement of products and chemicals**

- a) The SUPPLIER is obliged to supply GALFER with the products and chemical substances correctly packaged and labelled, in such a way as to allow their conservation and handling in safe conditions and to clearly identify the content and the risks to the safety and health of workers that their storage or use entails. Products and substances must be accompanied by the corresponding safety data sheet prepared in accordance with current legislation and including the uses that GALFER provides for such products and substances.
- b) When the SUPPLIER supplies GALFER with chemical products that may present risks to workers depending on their composition and use characteristics, the SUPPLIER shall inform GALFER of the risks involved in their use and application, as well as of the preventive measures for their elimination or control.
- c) The SUPPLIER guarantees GALFER compliance with R.D. 664/1997 of 12 May on the

protection of workers against risks related to exposure to biological agents at work, when supplying preparations or substances that may involve such risks. The SUPPLIER guarantees GALFER compliance with Royal Decree 665/1997 of 12 May 1997 on the protection of workers against risks related to exposure to carcinogens at work, in the event that it supplies GALFER with substances or preparations classified as carcinogens or that it must apply the processes detailed in said Royal Decree to GALFER. by virtue of the acquisition of materials and/or equipment to be carried out.

## **17. CONDITIONS OF ACCESS TO THE SITES**

- 17.1.** The SUPPLIER undertakes to know and comply with GALFER's regulations regarding access to GALFER Centres. The SUPPLIER undertakes to inform all its own personnel and/or subcontractors of the same, guaranteeing its compliance.

## **18. TAX OBLIGATIONS**

- 18.1.** The SUPPLIER undertakes to comply with all the obligations required of it in tax matters and, in particular, to comply with the tax obligations relating to taxes that must be passed on or amounts that must be withheld from workers, professionals or other entrepreneurs, in the part that corresponds to the Services subject to the Contract, subject to the legislation of the jurisdictions that may be applicable at any given time. in accordance with the scope of the subject matter of the Contract and depending on the nationality and/or territory in which the beneficiary companies of the Contract are located.
- 18.2.** If the SUPPLIER is a tax resident in Spain, the SUPPLIER shall provide documentary evidence that it is up to date with the payment and compliance with its tax obligations at the time of making each of the payments resulting from the Contract, by providing the Certificate issued for this purpose by the Spanish Tax Administration, under the provisions of Article 43.1.f) of Law 58/2003. General Taxation. This Certificate must not be more than twelve months old from the date of each payment.
- 18.3.** If the SUPPLIER is not a tax resident in Spain, the SUPPLIER will provide documentary evidence that it is up to date with the payment and compliance with its tax obligations at the time of making each of the payments resulting from the Contract, by providing any means of proof or certificate issued by the corresponding competent administration of its country of residence.
- 18.4.** In the event that GALFER is obliged to make any type of withholding in the payment to the SUPPLIER, and if the SUPPLIER so requires, after payment, GALFER will deliver the corresponding withholding certificate detailing the amounts paid and withheld.
- 18.5.** If the SUPPLIER is not a tax resident in Spain, in the event that there is an Agreement in force to avoid double taxation signed between the SUPPLIER's country of residence and Spain, and the SUPPLIER invokes the application of any provision thereof, the latter must deliver to GALFER the corresponding certificate of residence proving that it is a tax resident in its country for the purposes of the provisions of the Agreement in question. and the classification of the income granted by Spain will be taken into account. This certificate must be delivered together with the first invoice issued and/or as soon as requested by GALFER. In the event that the certificate expires while the Contract remains in force, the SUPPLIER must deliver a new certificate to GALFER to enable the continued application of the Agreement.
- 18.6.** In the case of Services that involve the shipment of Goods from a territory other than Spain, and executed in the DDP modality (Incoterms CCI 2024), the taxes will be paid as shown below:
- a) The SUPPLIER shall pay all taxes and charges applicable to the goods in the country of origin and those applicable in countries of transit of such goods until final delivery, as well as any taxes levied in the country of destination that are payable in connection with the financial benefits obtained from the sale of such goods.

- b) The SUPPLIER will also pay the tariffs and taxes on imports or equivalent in the country of destination, as well as other official customs clearance expenses for the materials and/or equipment it imports, unless otherwise agreed with GALFER.

## **19. SUBCONTRACTING**

- 19.1.** The requirements and limitations of subcontracting will be governed by the provisions of the Contract and Spanish law. The SUPPLIER shall perform the Service subject to the Contract by its own means, and may not subcontract, in whole or in part, the Services subject to the Contract, without the prior express written authorization of the CONTRACTOR. In no case may a contractual relationship be inferred between the authorized Subcontractors of the SUPPLIER and GALFER, and the SUPPLIER will always be responsible for all the activities of said Subcontractors. In this sense, the SUPPLIER will hold GALFER harmless from any claims that the subcontractors may make in relation to the subcontracted part of the Contract, indemnifying it for any costs that GALFER may be obliged to bear for such claims.
- 19.2.** In the event of a claim by a Subcontractor, GALFER is entitled to withhold from the SUPPLIER the amount or amounts claimed by the subcontractors from the invoices pending payment to the SUPPLIER, and may even pay such obligations on behalf of the latter.
- 19.3.** Failure to comply with the obligations established in this Clause will entitle GALFER to terminate the Contract without the right to any compensation for the SUPPLIER.
- 19.4.** Any use of subcontractors for the execution of the activities does not exclude or limit the contractual obligations assumed by the SUPPLIER, who will be liable to GALFER for the execution of the Contract, as well as for any compensation to third parties harmed during its execution.
- 19.5.** GALFER reserves the right to order the SUPPLIER to replace the subcontractor at any time if, in its opinion, it jeopardizes the correct and punctual execution of the Services, without any compensation being due for this concept.

## **20. ENVIRONMENT**

### **20.1. General obligations of the PROVIDER**

#### **20.1.1. The PROVIDER:**

- a) undertakes to comply with and enforce all mandatory environmental regulations, as well as in the documents relating to environmental requirements incorporated into the Contractual Documentation;
- b) it will be liable to the Administration and to third parties for any damage caused by it, its employees, its property or the installation elements due to non-compliance, both with environmental legislation and with the aforementioned documents, in the execution of the services subject to the Contract;
- c) it will apply any preventive measures necessary to avoid the generation of negative environmental impacts during the execution of the Services. In particular, the SUPPLIER must take into account in the development of the Services object of the Contract;
- d) in the event of accidental spillage of hazardous products, during the development of the activity, the SUPPLIER is obliged to notify GALFER immediately and to carry out the corrective actions for appropriate decontamination, recovery and removal of waste from the affected area, on its behalf, assuming the costs and responsibilities derived from said action, as well as to make the appropriate communications to the competent Administration. To this end, it must have containment material against possible spills of polluting substances; and
- e) once the Services subject to the Contract have been executed, the SUPPLIER is obliged to leave the spaces where the works subject to the Contract have been carried out, clean and free of waste (managing said waste under its ownership and in its name, in accordance with the legislation

and also assuming the costs generated by said management). Failure by the SUPPLIER to comply with the obligations relating to the maintenance of the aforementioned facilities will result in the charge for the expenses incurred being deducted from the billing.

## 20.2. Specific obligations of Services relating to supplies and use of Goods

20.2.1. In addition to the general obligations defined in Clause 20.1.1 above, the SUPPLIER undertakes to adopt the appropriate measures to ensure strict compliance with the obligations that correspond to it by the application of all environmental, energy efficiency and indoor environmental quality legislation, state, regional, provincial and local that is applicable to it, especially with regard to the correct use of energy and the correct packaging and labelling of the Goods supplied, as well as the returnability of the containers of chemical products, in those cases in which such products are considered as dangerous preparations according to the legislation in force at any time, and must compensate for the damage caused as a result of any breach of the current regulations that are applicable to it, taking into account the activity and the place in which it is going to take place.

20.2.2. In order to contribute to greater protection of the environment, the SUPPLIER undertakes to establish measures to prevent the generation of waste from Goods that have the status of electrical and/or electronic equipment and to reduce their disposal and the hazardousness of their components.

## 21. CONFIDENTIALITY

### 21.1 Trade secrets and information protection.

21.1.1. All information owned by GALFER that is handled by the SUPPLIER throughout the execution of the Contract Services must be protected by the SUPPLIER, in accordance with the provisions of the legal and regulatory framework applicable in the country or countries in question, in view of the location, where appropriate, of the means used by the SUPPLIER, as in GALFER's internal regulations, so that their adequate security is guaranteed, from the point of view of guaranteeing their confidentiality, integrity and availability.

### 21.2 Confidentiality

21.1.2. During the execution of the Contract, the SUPPLIER will receive information from GALFER. Such information (regardless of whether it has been made available to the SUPPLIER orally, in writing, in electronic form or in any other form), as well as any other confidential information of which either Party may become aware as a result of other contracts entered into between the Parties and/or by either Party with a third party, and/or the pre-contractual negotiations thereof, as well as all documents, information, specific know-how (regardless of how they have been collected, obtained or developed) in relation to the Contract is for the exclusive use of the SUPPLIER and solely for the purposes of executing the Contract, is strictly confidential and represents a very sensitive matter for GALFER ("**Confidential Information**").

21.1.3. Likewise, any information and materials obtained (both before and during the execution of the Contract) from the CONTRACTOR or from the end customers, or prepared by the SUPPLIER for GALFER on the occasion of the Contract, as well as the documents prepared by or for GALFER or its subsidiaries, partners, administrators, managers, employees, etc., will be considered Confidential Information. Subcontractors, consultants, agents or end customers.

21.1.4. In addition, but not limited to, the term "confidential" refers to economic and financial documents, data and information concerning, but not limited to, business strategies, information on products and/or production processes (design, study and development), means and costs of production, commercial information, development strategies and customer management, any type of customer data, suppliers and their technical or commercial profile, documentation on technical and economic bids in public and private tenders, data on tests and/or operation of plants, equipment, machines and products, business analyses, market studies, commercial and marketing plans other statistical data that are relevant to the business, internal organization procedures, advertising ideas and new trademarks not yet used in the market, Pricing, Features, Concepts, Prototypes



and designs of new products or services not yet launched on the market, etc. It also applies to data and information in economic, financial and technical documents referring to, for example, but not limited to, patentable inventions, patents, patent applications, licenses, source code of any type of software, its principles and related algorithms; discoveries, algorithms and formulas; new production processes and methods; new methodologies for testing plants, equipment, machines and products, results of research and development (R+D) activities.

- 21.1.5. (i) information that the receiving Party can prove was already legitimately held prior to or at the beginning of the performance of the Contract shall not be considered confidential and; (ii) the information that the Party receiving it can prove that it received from third parties not subject to the confidentiality agreement by law or by contract, or that is or becomes public, without breach of any contractual obligation by GALFER.
- 21.1.6. Taking into account all of the above, and recognising the importance for GALFER and its future that the information is not known to unauthorised third parties, the SUPPLIER undertakes to comply with and respect the obligations detailed below, as well as to adopt all necessary measures to ensure that these obligations are respected by each and every one of its representatives. Employees and collaborators:
- a) The disclosure of Confidential Information by GALFER has the sole purpose of making available to the SUPPLIER the means to carry out the services subject to the Contract. Therefore, the PROVIDER may not disclose the Confidential Information without the prior, written and express authorization of GALFER, except in those cases in which the PROVIDER is legally obliged to transmit it or it is ordered by a competent Authority, or when refusing to do so would be illegal. Without the prior, written and express authorisation of GALFER, the SUPPLIER may not copy, reproduce, translate, modify, adapt, develop, disassemble, separate, reverse engineer or any other operation aimed at extracting the source codes, in whole or in part, of the Confidential Information provided.
  - b) The SUPPLIER may not assert, directly or indirectly, any rights relating to the information that is detrimental or adverse to the ownership of GALFER with respect to said information.
  - c) The SUPPLIER undertakes not to inform, confirm or otherwise disclose that GALFER has provided the information to it, unless there is the prior written consent of the REGISTRANT.
  - d) The PROVIDER will adopt the necessary security measures to ensure that the information is not accessed by unauthorized third parties.
  - e) The PROVIDER undertakes to inform its representatives, employees and collaborators about the treatment that must be given to the information, and to demand from them the same commitments as those assumed by their company, making the PROVIDER responsible for their actions.
  - f) Once the Contract has expired, the party receiving the Confidential Information shall return or destroy all data, documents and information supplied by or in the possession of the other party as soon as requested, for the purpose of carrying out the contractual activities, in addition to destroying all copies and files that it may have, unless you have received written permission to the contrary from the Party providing the Confidential Information.
  - g) If GALFER authorizes the subcontract or assignment of the Contract in writing, the SUPPLIER must obtain from the Subcontractor or assignee a confidentiality agreement with the same conditions as those contained in this clause.
  - h) The PROVIDER acknowledges and accepts that the compensation of damages may not represent sufficient compensation for the breach of confidentiality and that GALFER shall have the right to try to obtain other remedies or avoid any possible violation or damage arising from such violation in accordance with current legislation. In the event of non-compliance with the confidentiality requirements, GALFER may decide to terminate the Contract.

- i) The PROVIDER acknowledges and agrees that the Confidential Information belongs to and remains the exclusive property of GALFER and its representatives. Nothing in the Agreement should be construed, unless expressly stated in writing, as granting a license or similar in respect of patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, conceived or acquired, both before and after the performance of the Agreement.
- j) The SUPPLIER may not use the name of GALFER or disseminate the existence of the Contract without written authorisation from GALFER.

21.1.7. This confidentiality agreement will continue to be binding on the SUPPLIER for five (5) years from the moment the Contract is terminated or terminated for any reason, in the event that the information is no longer considered confidential or if GALFER so communicates to the SUPPLIER.

## **22. PERSONAL DATA**

### **22.1. Processing of personal data of the PROVIDER and its representatives**

22.1.1. For the purposes of the provisions of the regulations on the protection of personal data, GALFER informs the representative or representatives of the PROVIDER of the following:

- a) The personal data provided, as well as those that may be collected throughout the development of the contractual relationship, will be processed by GALFER in its capacity as data controller, for the purpose of managing the contractual relationship between the Parties; include the SUPPLIER in the company's supplier master; as well as for the management and execution of the contracted supply. The legal basis for the processing of the data is the execution of the Contract.
- b) The PROVIDER is informed that your data may be communicated to third parties when necessary for the proper development and control of the contractual relationship between the parties or when authorized by law. Likewise, the data may be communicated by the PROVIDER to the companies of the group to which GALFER belongs, for internal administrative purposes, the legitimate basis being the legitimate interest recognised by the GDPR.
- c) You are also informed of the possibility of exercising your rights of access, rectification or deletion, limitation of processing, opposition and portability of data in accordance with current legislation by contacting GALFER by email addressed to [info@galfer.es](mailto:info@galfer.es). You also have the right to file a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

## **23. PROCESSING OF PERSONAL DATA BY THE PROVIDER**

### **23.1. Purpose of data processing**

23.1.1. In the event that the performance of the Services subject to the Contract involves the processing of personal data owned by GALFER by the PROVIDER, such processing will be subject to the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of the of natural persons with regard to the processing of personal data and the free movement of these data (or regulations that develop and/or replace them), with GALFER having the status of data controller ("Data Controller") and the PROVIDER attributed the status of data processor ("Data Processor").

### **23.2. Conditions of the Processing of Personal Data by the Data Processor**

23.2.1. The processing of personal data associated with the Services subject to the Contract will be regulated either by a Personal Data Processor Agreement that is incorporated into the Contract as a Contractual Document, or failing that, in a subsidiary and complementary manner, by the provisions of these General Conditions. In the latter case, the determination of the processing activities, the

personal data subject to processing, the category of data subjects and the additional security measures in the processing of these will be those established in the corresponding Contractual Documentation.

### **23.3. Processing according to the instructions of the Data Controller**

23.3.1. The Data Processor undertakes to process the Data Controller's data in accordance with its instructions and for the exclusive purpose of executing the requested services, carrying out only the processing necessary for the provision of the services subject to the Contract, not using the personal data for a different purpose, except when expressly authorised to do so by the Data Controller.

### **23.4. Duty of confidentiality**

23.4.1. The Data Processor guarantees that only those persons (own personnel and/or subcontracted personnel) who require access to the data for the provision of the services subject to the Contract and undertakes that all persons with authorized access to the data are obliged to maintain the strictest confidentiality regarding the information processed and to maintain the duty of secrecy with respect to the data associated with the provision of the services to the Data Controller on an indefinite basis.

23.4.2. All the Data Processor's staff who have access to the Data Controller's data must have received adequate awareness and training in personal data protection, depending on their job position.

### **23.5. Security measures**

23.5.1. The Data Processor undertakes to implement the necessary security measures in accordance with the provisions of Article 32 of the GDPR.

### **23.6. Minimum documentation required**

23.6.1. The Data Processor undertakes to keep a record of the categories of processing activities carried out on behalf of the Client in accordance with the provisions of Article 30.2 of the GDPR, which must be made available to the Data Controller if the latter so requests.

### **23.7. International Data Transfers**

23.7.1. The Data Processor guarantees that the data processing will be carried out in member countries of the European Economic Area. Data may only be communicated outside the European Economic Area in the case of countries in respect of which the Commission has adopted a decision recognising that they offer an adequate level of protection or when adequate guarantees have been provided as to the protection that the data will receive at its destination.

23.7.2. In any case, prior written authorisation from the Data Controller will be required to be able to carry out the processing of data outside the European Economic Area.

### **23.8. Disclosure of data to third parties**

23.8.1. The Data Processor undertakes not to communicate personal data, not even for their storage, to other natural or legal persons, unless required to do so by a competent authority or expressly authorised by the Data Controller.

### **23.9. Subcontracting**

23.9.1. The subcontracting or performance of any service that involves the processing of the Controller's personal data by a third party must be authorised in advance and in writing by the Data Controller.

### **23.10. Security incident reporting**

23.10.1. The Data Processor will notify the Data Controller, without undue delay, and in any case within a maximum period of 24 hours, of the breaches of the security of the personal data in its charge of which it is aware, together with all the relevant information for the documentation and communication of the incident. The Data Processor will not disclose or carry out any communication or notice, about any security incident without the prior written approval of the Data Controller.

### **23.11. Rights of data subjects**

23.11.1. In the event that the Data Processor receives any request from data subjects regarding the exercise of their rights regarding the protection of personal data, it must notify the Data Controller immediately, together, where appropriate, with other information that may be relevant to resolve the request.

### **23.12. Destination of the data at the end of the service**

23.12.1. At the request of the Data Controller at any time and, in any case, within a maximum period of fifteen (15) working days from the expiration or termination of the provision of the service subject to the Contract for any reason, the Data Processor undertakes to (i) return the personal data and, if applicable, the media containing them, or (ii) to destroy personal data.

23.12.2. However, the Data Processor may keep a copy, with the data duly blocked, for as long as responsibilities may arise from the execution of the service.

### **23.13. Data protection and information security partners**

23.13.1. The Data Processor undertakes to notify the Data Controller of any change that may occur in the identity or contact details of the data controller(s) identified as "Data Protection Officer" in their public information made available to third parties.

### **23.14. Compensation and Liability**

23.14.1. The SUPPLIER undertakes and undertakes to hold GALFER harmless against any claim that may be brought against it, and in particular to hold the CONTRACTING PARTY harmless with the guarantees contained in the Contract, agreeing to pay the amounts to which GALFER may be obliged to pay by way of penalty, fine, compensation, damages and interest as a result of the SUPPLIER's non-compliance.

23.14.2. The PROVIDER, in accordance with Article 82 of the GDPR, shall be liable, in any case, for any damage caused in the processing of the data, as a result of the breach of the Contract or the instructions given by GALFER.

## **24. COMMUNICATIONS**

**25.1** All communications between the SUPPLIER and GALFER relating to the Contract shall be in writing, and shall be deemed to have been duly made if they have been delivered personally (by signature with acknowledgement of receipt), by burofax with certificate of content or by e-mail or other type of communication in electronic format to the addresses specified in the Contractual Documentation. provided that in all these cases a reasonable record can be left of its due receipt and content by the addressee or recipients.

**25.2** Any modification of the data of the persons or addresses for the purposes of notifications, must be immediately communicated in accordance with the rules established in this Condition. As long as a party has not received notification of such modifications, the notifications made by it in accordance with the original data shall be deemed to have been correctly made.

## **25. CODE OF ETHICS AND CONDUCT. STANDARD FOR THE PREVENTION OF CORRUPTION. HUMAN RIGHTS**

### **25.1. Ethical Conduct and Compliance Regulations**

25.1.1. The SUPPLIER declares that it is aware of and agrees to comply in its entirety with the content of the Code of Ethics and Conduct, the Corruption Prevention Procedure, the Human Rights Policy, and the rest of the GALFER Group's ethical conduct regulations, available on its website ([www.galfer.eu](http://www.galfer.eu)). Likewise, the SUPPLIER undertakes to inform and enforce the content of the aforementioned regulations to its employees, subcontractors, third parties hired by the SUPPLIER and its entire supply chain.

25.1.2. In the event that the SUPPLIER becomes aware of non-compliance with any other standard of ethical conduct of the GALFER Group, whether by its employees, subcontractors, third parties hired by the SUPPLIER or any other member of its supply chain, it must inform the GALFER Group's Ethics and Regulatory Compliance Committee. using the communication channels established for this purpose, on its website ([www.galfer.eu](http://www.galfer.eu)).

25.1.3. Likewise, the PROVIDER undertakes to avoid any form of corruption. Therefore, GALFER prohibits and the SUPPLIER undertakes not to make use of any type of promise, offer or request for illicit payment, in cash or through any other benefit, in order to promote its relations with interested parties. This prohibition extends to all its employees and managers. The SUPPLIER ensures that its subcontractors, third parties contracted by the SUPPLIER and its entire supply chain do the same.

25.1.4. In the event of non-compliance with one of these duties, GALFER reserves the right to terminate the Contract and the SUPPLIER shall indemnify and hold the CONTRACTING PARTY harmless from any damage, loss, cost or related expense.

### **25.2. Conflict of interest**

25.2.1. During the execution of the Contract, the SUPPLIER is obliged to consider exclusively the interests of GALFER, ensuring that no situations arise that could lead to the existence of a conflict of interest in relation to the activities to be executed.

25.2.2. Throughout the duration of the Contract, the PROVIDER undertakes to behave in a manner that avoids conflicts of interest. If a situation arises that may generate a conflict of interest, without prejudice to GALFER's right to terminate the Contract, the SUPPLIER undertakes to immediately inform GALFER in writing and to comply with the latter's reasonable instructions, which will be issued after consulting and evaluating the needs specified by the SUPPLIER.

### **25.3. Integrity Clause:**

25.3.1. By signing the Contract, the SUPPLIER declares:

- a) be aware of the commitments made to GALFER, contained in the GALFER Group's ethical conduct regulations;
- b) not be subject to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, or environmental crimes;
- c) not be subject to criminal investigation in relation to any fact or matter, or with unlawful conduct that constitutes tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, or environmental crimes

### **25.4. SUPPLIER Code of Ethics**

25.4.1. Alternatively, if the SUPPLIER has its own Code of Ethics and its own anti-corruption and anti-human rights policies, GALFER may recognize, in its sole discretion,

such documents provided that they refer to principles considered similar to those established in the counterpart documents of GALFER.

## **26. SUSPENSION, WITHDRAWAL AND TERMINATION OF THE CONTRACT**

### **26.1. Suspension**

26.1.1. If, for any reason, GALFER considers it necessary or is obliged to suspend all or part of the execution of the Contract, it will notify the SUPPLIER in writing, explaining the reason and providing an estimate of the duration of such suspension. The suspension will be effective from the date indicated in the notification. The SUPPLIER must, from that date, cease activities and will store and maintain the materials and equipment, without prejudice to all other obligations arising from current legislation and/or established in the Contract.

26.1.2. GALFER will notify the SUPPLIER in writing in reasonable advance of the resumption of the Services. The time remaining for the completion of the suspended part of the execution of the object of the Contract shall begin to run from that date. The PROVIDER shall be entitled to receive payment, as defined in the Contract, for the Services performed and accepted. Payment of the portion of the Services that are not completed but are in an advanced state of performance at the time of notification shall be negotiated between the Parties.

26.1.3. If the suspension is motivated by non-compliance or a reason attributable to the SUPPLIER, the SUPPLIER will bear all costs and expenses incurred by GALFER due to the suspension.

### **26.2. Withdrawal**

26.2.1. GALFER may withdraw from the Contract at any time and regardless of its progress. The withdrawal will be communicated in writing with acknowledgement of receipt and will be effective from the date of GALFER's communication of the activities to be completed and those that must cease immediately. The activities carried out by the SUPPLIER on a regular basis until the date of cancellation will be compensated by GALFER in accordance with the contractual prices.

26.2.2. The PROVIDER may desist from the performance of the Contract in accordance with the provisions of the law applicable to the Contract.

### **26.3. Resolution**

26.3.1. GALFER may terminate the Contract, partially or totally, in the cases contemplated by law and/or in the cases stipulated in the Contract and/or in the following cases, where there is a cause that prevents or significantly negatively affects the proper execution of the Contract:

- a) death of the SUPPLIER, if it is a natural person, or, for both Parties, a change in its capacity that prevents, hinders or modifies the execution of the Contract in a substantial way.
- b) dissolution, termination, transformation, spin-off, merger, absorption, capital reduction, essential change of the corporate purpose or significant changes in the control or management bodies of the SUPPLIER, in the event that such changes have a negative impact on the execution of the Contract or contravene the GALFER Group's ethical conduct regulations.
- c) a decrease in the economic or financial capacity or solvency and/or credit risk of the SUPPLIER, disposal of all or part of the assets and/or businesses of the SUPPLIER, as well as the cessation or threat of cessation of its activity or any other type of legal difficulty, or any other type of difficulty, that negatively affects the execution of the Contract by the SUPPLIER.
- d) inability of the PROVIDER to obtain in a timely and complete manner the certificates, authorizations, licenses and/or approvals necessary for the proper performance of the Contract in relation to its own products or activities or any loss thereof while the Contract is in force.
- e) SUPPLIER's inability to remedy non-compliance with specifications

corresponding techniques and/or in the event of repeated errors or defects or non-compliance in relation to the instructions provided by GALFER.

- f) interruption or suspension by the SUPPLIER of the execution of the Contract, as well as the inability to perform or non-compliance by the SUPPLIER and/or its Subcontractors, of the object of the Contract or of any of the requirements or precepts of the legislation applicable to the Contract.
- g) the verification at any time, after the signing of the Contract, of any omission or lack of veracity of any information or statement offered by the PROVIDER in relation to compliance with the legal, economic, financial, technical or contractual conditions.
- h) incorrect execution of the object of the Contract for reasons attributable to a subcontractor, or to any person designated by the SUPPLIER, and/or the non-payment of compensation for damages caused to any person or property.
- i) the performance by the SUPPLIER of acts or omissions or situations relating to the SUPPLIER that may pose a risk to GALFER's reputation and that lead to the deterioration of confidence in the honourability and integrity of the SUPPLIER, and in its reliability for the execution of the Contract.
- j) loss of any of the requirements established for approval (if applicable), in relation to the conclusion and compliance with the Contract.
- k) when ordered by any administrative or judicial authority.
- l) any other failure by the PROVIDER to comply with the obligations agreed to in the Contract that may prevent or materially and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a reason for termination.

26.3.2. In the cases described above, GALFER may choose to terminate the Contract immediately or grant the PROVIDER a period of correction to remedy the breach of contract. If the PROVIDER does not remedy such non-compliance within the period granted, the Contract will be automatically terminated. In any case, GALFER may also claim compensation for any loss or damage suffered.

26.3.3. In the event of termination of the Contract for reasons attributable to the SUPPLIER, GALFER shall be entitled to acquire the Goods that the SUPPLIER has already manufactured, in whole or in part, or delivered, paying the relevant prices set out in the Contract or those corresponding to the market.

26.3.4. In the event of non-compliance by the SUPPLIER, GALFER may, without prejudice to the right to apply penalties or to take legal action in relation to its right to compensation for damages, take the following measures: (i) suspend outstanding payments to the SUPPLIER to comply with contractual obligations to third parties arising from the non-performance of the Contract by the SUPPLIER; and (ii) execute any economic guarantee provided, if applicable, by the PROVIDER.

26.3.5. The Contract shall also be terminated upon conclusion or performance thereof. In this sense, the Contract will be considered concluded by the passage of the agreed time or by the due fulfillment of the Services in accordance with the requirements of the Contract.

## **27. FORCE MAJEURE**

**27.1.** Neither Party shall be liable for the breach of any of its contractual obligations if the performance of such obligations is delayed or prevented by force majeure, as defined in Article 1.105 of the Spanish Civil Code and in the applicable case law, except as provided in the following Clause.

**27.2.** The following may not be invoked by the SUPPLIER as a cause of force majeure:

- a) Weather conditions or phenomena that could have been reasonably foreseen and whose negative effects on the performance of the Contract could have been avoided in whole or in part by the SUPPLIER.
- b) Physical conditions of the place of execution of the Contract, which are known and accepted by the PROVIDER.
- c) Delays or failures that could have been foreseen, avoided or corrected in advance, in obtaining material or human resources for the execution of the Contract.
- d) Technical, economic or financial difficulties of the SUPPLIER or its subcontractors.
- e) Delays or breaches of contract by any subcontractor of the SUPPLIER, unless such delays or breaches of contract are themselves the result of a force majeure event.
- f) Strikes or labour disputes of the SUPPLIER or its subcontractors, unless such strikes or conflicts are of a national or sectoral nature.

**27.3.** The Party whose performance of the Contract is affected by events that it considers to be a cause of force majeure shall notify the other Party in writing as soon as possible, and always within a maximum period of five years.

(5) calendar days from the day on which the Party became aware of the aforementioned facts. The other Party shall respond in writing, accepting or not accepting the cause in a reasoned manner, within a maximum period of ten (10) calendar days after receipt of the aforementioned notification. The failure of the notified Party to respond within the period indicated shall be understood as acceptance of the cause invoked.

**27.4.** The performance of the obligations affected by force majeure will be suspended during the period of duration of said cause, without any compensation consequences between the Parties or an increase in the price of the Contract. Contractual obligations not affected by Force Majeure must continue to be performed according to the contractual terms and conditions in force before the occurrence of the aforementioned cause.

**27.5.** After the cessation of the cause of force majeure, the Parties shall agree either on the extension to be made of the contractual deadlines, or on the necessary measures that may be taken to recover, in whole or in part, the time lost in order to maintain, if possible, these deadlines.

**27.6.** If, due to force majeure conditions, the performance of the Contract is substantially affected and suspended for more than fifteen (15) calendar days, or it can be demonstrated that its execution is impossible, or there is a manifest risk of irreparable damage to GALFER, GALFER may request the termination of the Contract, without compensatory consequences between the Parties.

## **28. INTERNATIONAL SANCTIONS**

**28.1.** The SUPPLIER declares and warrants to GALFER that, to the best of its knowledge, on the date of entry into force of the Contract, neither the SUPPLIER nor any of its directors, nor the members of its governing body, nor the partners or shareholders who hold at least five percent (5%) of the share capital of the SUPPLIER or in any company owned by the SUPPLIER in at least fifty percent (50%) or otherwise controlled, or under the common control of the ultimate parent company, are subject to Penalties; or engage in any activity or have engaged in any activity that may create exposure to Sanctions.

"Sanctions" means all applicable economic or financial sanctions or trade embargoes imposed or applied on the basis of laws, regulations, executive orders, restrictive measures or other related rules imposed or publicly notified by any of the following sanctioning authorities ("Sanctioning Authorities"): (i) the United Nations; (ii) the European Union and, where appropriate, those that may be specifically established by any of the Member States of the same, or other member states of the European Economic Area, as well as the United Kingdom or Switzerland; or (iii) the U.S. government, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.





**28.2.** GALFER may terminate the Contract, upon written notice of seven (7) calendar days, in the event that the SUPPLIER or any of its Subcontractors, are subject to a Sanction during the term of the Contract, or if the SUPPLIER provides misleading statements under this Clause. In the latter case, the SUPPLIER will indemnify and hold GALFER harmless for any damage, loss, cost or related expense.

**29. SUSTAINABILITY INFORMATION**

**29.1.** The SUPPLIER shall provide the CONTRACTOR with all the information that the latter may reasonably request so that GALFER or any company of the GALFER Group may duly comply with the information requirements contained in Directive (EU) 2022/2464 of the European Parliament and of the Council of 14 December 2022, with regard to the presentation of sustainability information by companies, the delegated acts contemplated therein and their transposition into Spanish law.

**30. GOVERNING LAW AND JURISDICTION**

**30.1.** The Contract and all issues that may arise between the Parties in relation to or in connection with it, shall be governed and interpreted exclusively by Spanish Law, to which the SUPPLIER and GALFER expressly submit.

**30.2.** For the solution of any controversy, question, incident or litigation that may arise in the interpretation, execution and/or compliance with the Contract, and that cannot be resolved amicably, the SUPPLIER and GALFER submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may correspond.