



GENERAL

1. PURPOSE OF THE GPT&C

This document sets out the general purchasing terms and conditions (the “**GPT&C**”) that will regulate the fulfillment of all orders for any company of the Tubacex Group (the “**Customer**”) by its suppliers (each one of them, the “**Supplier**”), notwithstanding the specific terms and conditions of each order indicated in the order form or corresponding framework agreement.

2. EFFECTIVENESS OF THE GPT&C

The GPT&C do not require signing or any other type of express acceptance by the Supplier for their application, but they will be considered to be accepted with the express or tacit acceptance of the order form corresponding to the order in question.

In other words, acceptance of the order will imply the effectiveness of the GPT&C, which will be understood to be incorporated into the order although they are not attached nor is any express reference made to them. The GPT&C will apply throughout the duration of the order until its delivery or fulfillment.

The GPT&C will be available to Suppliers at all times on the Customer's website.

3. MODIFICATIONS TO THE GPT&C

The Customer and the Supplier may agree *ad hoc* modifications to the GPT&C that are deemed necessary or convenient in the event that the order is of a special nature or if specific circumstances apply. These modifications must be set out in writing in a separate document and signed by both parties.

4. ALIGNMENT WITH SUSTAINABILITY COMMITMENTS

The GPT&C also entail the Supplier's alignment, to the extent possible, with all sustainability commitments undertaken by the Customer. These commitments are outlined in various Policies, which will be available to Suppliers through the Customer's corporate website and webpage.

The applicable sustainability Policies include, but are not limited to:

- Corporate Sustainability Standard
- Code of Conduct
- Human Rights Respect Policy
- Social Action Policy



- Occupational Health and Safety Policy
- Integrated Environmental Policy
- Responsible Sourcing Standard – Conflict Minerals
- Supplier Non-compliance Standard

Additionally, the Supplier must provide the Customer with the qualitative and quantitative information and documentation requested regarding its sustainability performance, in writing.

FULFILLMENT OF ORDERS

5. ORDER FORMS

The Supplier undertakes to fulfill each order under the specific terms and conditions set out in the corresponding order form and the GPT&C. Orders will be placed in accordance with the Customer's standard order form model.

Compliance with the commitments made in the purchase orders will be monitored by the Customer as part of the Supplier performance evaluation system.

In the case of order forms corresponding to open orders or those of a consecutive nature in which the specific amounts or volumes of products or services are not indicated, the Customer will establish the volumes to be delivered and the delivery dates through the issue of delivery schedules to the Supplier.

Modifications to the order forms and delivery schedules will only be valid if they are confirmed in writing by the Customer's Purchasing Department via a supplementary document to the order form, signed by an authorized person.

6. DELIVERIES

The Supplier will deliver the goods or provide the service object of the order at the place, time and in the way indicated in the order form, including the relevant documentation, quality certifications, and any other applicable requirements, with transportation always being at the Supplier's expense and risk. Unless indicated otherwise in the corresponding order form, the following standards will be applied in the delivery of goods:

- they will be delivered with Delivery Duty Paid (DDP), in accordance with the prevailing INCOTERMS on the dispatch date of the order form;
- only once the goods have been accepted by the Customer will the liability for the goods be transferred from the Supplier to the Customer;
- partial dispatches are not permitted;



- (iv) the goods will be packaged by the Supplier in such a way that they may be handled, transportation, and storage without deterioration, in accordance transported and stored without undergoing any deterioration in line with the requirements set out in the Order once delivered. The Supplier must also detail the quantity of plastic packaging used in compliance with the applicable regulations;
- (v) the first samples or prototypes of an Order must be correctly identified with the FIRST SAMPLE LABEL; and
- (vi) notwithstanding any other documentation that must be handed over to the Customer along with the goods, the delivery of the goods will be accompanied by a delivery note, indicating (a) delivery date of the goods, (b) place of delivery of the goods, (c) Customer order number, (d) quantity of goods delivered and (e) any observations, where appropriate.

7. QUALITY

The products or services delivered will comply with the technical standards and specifications required of the Supplier in the Order Form, as well as the provisions set out in the Supplier Quality Manual. All deliveries will be accompanied by the required quality documentation and certificates. No technical modifications shall be made without the prior consent of the Customer.

The Supplier shall maintain a documented and effective quality management system, appropriate to the type and scope of the products or services supplied, in accordance with the applicable international standards or the requirements set forth in the Supplier Quality Manual.

The Supplier shall implement measures to prevent the use of counterfeit parts, ensuring that the products and components supplied are authentic and comply with the required specifications. To this end, the Supplier shall have appropriate traceability processes and verification of the authenticity of the materials used.

Should prototypes pending accreditation be delivered as part of the order, the Supplier will hand over the necessary documents for accreditation with sufficient time in advance in accordance with the Supplier Quality Manual.

When applicable, the release of products or services shall be conditional upon the Customer's formal approval, in accordance with the criteria established in the Supplier Quality Manual or in the Purchase Order. Such approval may include the validation of methods, processes, equipment, or related technical documentation prior to the start of production or service provision.

Should the Supplier detect any error, malfunction or failure in its quality



control systems that may affect orders that have been delivered or are pending delivery to the Customer, the Supplier will immediately notify this situation to the Customer, reporting on the affected orders, how they are affected and the estimated period for their solution. The Supplier must also provide the Customer with any information and documentation requested in relation to any quality incidents detected by the Customer or its clients, including the causes behind the incident or the actions that the Supplier has implemented or is going to implement in relation to the incident.

In any case, the Supplier will respond objectively to any flaws, defects or imperfections in the goods delivered or in the services provided to the Customer, even though these flaws, defects or imperfections are attributable to subcontractors or suppliers or providers of services to the Supplier. No inspection, request for information or documentation, suggestion or action instruction, collaboration, joint action or communication in general from the Customer to the Supplier intended to notify, raise awareness or resolve any quality incident may be interpreted as a Customer renouncement to claim the corresponding liability from the Supplier in accordance with the above.

The Customer shall monitor the Supplier's performance in terms of quality, on-time delivery, incidents, and other relevant aspects, in order to assess its overall performance.

Such monitoring may include performance indicators, periodic evaluations, audit results, and complaints.

The outcome of this evaluation may be communicated to the Supplier and used by the Customer to determine the continuation or improvement of the business relationship, as well as to establish improvement plans where appropriate.

Performance monitoring shall form part of the Customer's continuous improvement process within its quality management system.

The Supplier shall use sampling and statistical control techniques appropriate to the type of product, process, or service for the acceptance and release of products, when required by the Purchase Order or the Supplier Quality Manual. These techniques shall ensure the conformity of the products or services with the required specifications and contribute to effective quality control and continuous process improvement.

Furthermore, when requested by the Customer, the Supplier shall provide test specimens, samples, or representative elements necessary for design approval, inspections or verifications, quality investigations, or audits.

Such specimens shall be identified, preserved, and documented in accordance with the criteria established in the Purchase Order, the Supplier Quality Manual, or the Customer's specific instructions.



The Supplier shall notify the Customer in writing of any significant change in its processes, products, services, external suppliers, or manufacturing location prior to implementation, and shall obtain the Customer's prior approval where applicable. These changes include, among others, modifications to production methods, key equipment, sources of supply, or the facilities where manufacturing or service provision takes place.

8. DELAYS

Whenever the Supplier fails to comply with the specified delivery schedule or service provision and the delay is not attributable to force majeure, the Customer shall be entitled not to pay the price of the invoices or charge a penalty calculated at a rate of 1% of the purchase price for each full week of delay. The corresponding penalty may not exceed 7% of the order price. If the delivery delay is such that it entitles the Customer to the right to claim the maximum penalty and the goods or service has still not been delivered or provided, the Customer may terminate the Contract.

The aforementioned will be understood without detriment to the Customer's right to claim and receive compensation for damages as a direct or indirect consequence of the non-fulfillment of the delivery schedule.

ECONOMIC TERMS

9. PRICES AND METHOD OF PAYMENT

The prices reflected in the order forms will include all of the elements that may form part of the cost of the order, will be fixed and may not be subject to review.

The Supplier will invoice the Customer in accordance with the applicable legal regulations at each moment, indicating the corresponding order number and delivery note numbers in each invoice. No invoice related to an order that fails to fulfill the specific invoicing requirements indicated on the order form will be processed.

Invoice payments shall be made in accordance with the terms and deadlines set out in the corresponding purchase order or contract. The method of payment may include, among others, bank transfer, cheque, or any other means previously agreed upon by the parties.

The Customer may refuse the payment of the invoices when the fulfillment of the order fails to comply with the terms and conditions set out on the order form (particularly including non-compliances in relation to quality or delivery schedules). The Customer may also deduct the amount of any penalty as a result of delays that may be applicable and the amount of any damages



incurred by the Customer as a direct or indirect consequence of the non-compliance.

10. INSURANCE

The Supplier will take out insurance policies that cover the risk of any damages to third parties derived from its activity and its products and these policies shall remain valid and effective throughout the implementation of the order. In any case, the policies will insure a sum of no less than (i) 1,200,000 Euros in the case of subcontractor firms or (ii) 600,000 Euros in the case of the rest of Suppliers.

The Customer may request the Supplier for a copy of the insurance policies at any time, as well as documentation that shows that the Supplier is up to date with the payment of the corresponding premiums.

REGULATORY COMPLIANCE

11. SAFETY AND THE ENVIRONMENT

The Supplier and the products or services delivered, including their packaging, shall comply with the applicable environmental and safety regulations at all times and in all locations. The Customer may request a copy of the supporting documentation proving compliance at any time, especially when necessary to ensure compliance with the requirements applicable to the final product.

The Supplier will respond objectively to any non-compliance with the above, as well as with any other applicable national or international regulatory provisions, assuming any liability that may arise for either itself or the Customer as a result of such non-compliance.

The Customer reserves the right to audit and request information regarding the Supplier's processes related to the prevention of counterfeit parts, product safety, and compliance with ethical principles in the supply chain. Likewise, the Supplier must ensure compliance with the Purchasing Sustainability Standard and the applicable regulations on conflict minerals, guaranteeing traceability and the responsible sourcing of the materials used. In the event of any violation, the Supplier shall be subject to the provisions of the Supplier Non-Compliance Standard.



12. PERSONAL DATA PROTECTION

Where applicable, both the Customer and the Supplier shall comply with the legal regulations governing personal data protection, in accordance with the applicable laws and the specific business unit responsible for contracting the service.

13. FRAUD AND CORRUPTION

The Supplier guarantees that it has prevention and regulatory compliance plans or measures in relation to money laundering and corruption between individuals or in its relations with public authorities. The Supplier also guarantees that no gifts or commission have been received in order to secure the order and that it has not agreed nor will it agree on the payment of any type of commission to any Customer employee, agent or representative. If the Supplier, or anyone acting on its behalf, is in breach of the provisions set out in this paragraph, the Customer may terminate all Contracts with the Supplier or its group companies.

14. HUMAN RIGHTS

The Supplier undertakes to comply with any applicable regulation in terms of the prohibition of (i) forced labor, child labor and physical and psychological coercion, threats, abuse and violence in the workplace and (ii) discrimination and inequality on grounds of race, color, gender, religion, political options, nationality, illness or any other personal, physical or social condition.

For further details, the Supplier shall adhere to the Suppliers' Code of Conduct, available at: [Suppliers' Code of Conduct](#).

OTHERS

15. SUBCONTRACTORS

The Supplier will respond directly and objectively to the Customer for any non-compliances that derive from the actions of subcontractors or any suppliers of services employed by the Supplier. Suppliers or Subcontractors may not subcontract unless they have the express approval of the Customer.

The Supplier will also indemnify the Customer for all costs, expenses, indemnities, compensation, sanctions or penalties incurred by the Customers as a result of the actions or omissions of the subcontractors or any suppliers of services employed by the Supplier.

Likewise, the Customer may take into consideration the results of the performance monitoring of subcontractors or external suppliers in the periodic performance evaluations of the main Suppliers, who shall ensure



that the applicable requirements are communicated and fulfilled throughout the entire supply chain.

The Supplier shall ensure that all applicable requirements derived from the Purchase Order, the Customer, the Supplier Quality Manual, and the current regulations are communicated, understood, and implemented by its subcontractors or external suppliers. Furthermore, the Supplier shall ensure that these parties maintain the same level of control and compliance as that required directly of the Supplier, including those related to quality, traceability, documentation, safety, and ethical conduct.

When required by the Purchase Order or the Customer, the Supplier shall use only those external suppliers, subcontractors, or process sources designated or approved by the Customer, and shall not replace them without the Customer's prior written authorization.

16. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Customer will be the sole owner of all the intellectual and industrial property rights that are generated in the fulfillment of the order in relation to, for example, any technologies, processes, methods, formulas, designs, specifications, inventions, industrial secrets, know-how and information that involve intellectual and industrial property.

17. CONFIDENTIALITY

The Supplier undertakes to keep confidential and not to reveal to third parties any technical, economic or commercial and business information related to the Customer, companies of the Tubacex Group, their customers or products that the Supplier knows or may know as a result of the fulfillment of the order, including its existence and its terms and conditions. The Supplier also undertakes to use this information solely for the purpose of fulfilling the order, whereby all of the information that is in its possession after the fulfillment of the order must be destroyed or returned to the Customer. The obligations of this clause will still apply even after the fulfillment of the order.

18. CYBERSECURITY

The Supplier undertakes to implement and maintain appropriate physical, logical, and organizational security measures to protect information related to the Customer, in accordance with the principles of confidentiality, integrity, availability, and legality.

These measures must comply with applicable regulations as well as industry standards and best practices in cybersecurity, and shall include, but not be limited to, the following:

- Classification of documentation based on its level of confidentiality.



- Implementation of enhanced security measures for documentation classified as confidential.
- Access control to systems and data.
- Protection against malicious software (malware).
- Regular data backups.
- Vulnerability management and application of security patches.
- Staff training and awareness on cybersecurity, particularly regarding phishing prevention, CEO fraud, and identity spoofing.
- Enforcement of strong password creation policies.
- Use of multi-factor authentication.

The Supplier shall notify the Customer urgently—and preferably in writing—in the event of any security incident that may affect the Customer.

The Customer may request a security audit to verify the Supplier's compliance with this clause.

19. APPLICABLE LAW AND JURISDICTION

Any discrepancies or lawsuits related to the fulfillment of the orders in general, and, more specifically, the issue or acceptance of the order forms and the validity or effectiveness of the GPT&C, will be governed by Spanish law. The Supplier agrees to submit to the jurisdiction of the courts of the Customer's domicile, expressly waiving its own jurisdiction.

20. RECORD RETENTION

The Supplier shall retain all records related to the execution of the order, including but not limited to:

- Production and manufacturing
- Inspection and testing
- Traceability of materials and components
- Qualification and prototype documentation
- Results of audits and quality controls

These records shall be maintained in a legible, secure, and accessible manner for a minimum period of 10 years, or for the period required by applicable regulations or by the Customer, whichever is more stringent.

At the end of the retention period, the records may only be destroyed or deleted with the Customer's prior written authorization or in accordance with the instructions established by the Customer.

The Supplier shall ensure that these records are available for review or audit by the Customer or competent authorities when required.



21. COMPETENCE OF PERSONNEL AND RIGHT OF ACCESS

The Supplier shall ensure that all personnel involved in the execution of the order possess the necessary training, qualification, experience, and competence for the performance of their duties, in accordance with the nature of the product or service supplied.

The Supplier shall also maintain up-to-date records evidencing the training and competence of its personnel, which shall be made available for review by the Customer upon request.

The Supplier shall ensure that its personnel, as well as those of its external providers where applicable, are aware of their contribution to the conformity of products and services, to product safety, and to the importance of ethical and responsible behaviour in all their activities.

The Supplier shall likewise guarantee the right of access of the Customer, its clients, and the competent authorities to the relevant areas of its facilities, as well as to the documentation and records related to the execution of the order, for the purpose of conducting audits, inspections, verifications, or validations deemed necessary to ensure compliance with contractual, regulatory, or quality requirements.

When verification or validation activities must be carried out at the Supplier's facilities, the Supplier shall provide the necessary means, equipment, conditions, and assistance to perform them under appropriate safety and confidentiality conditions.

Such access shall be coordinated in a reasonable manner and during the Supplier's normal working hours, while at all times respecting the confidentiality of the information and the security rules applicable at its facilities.

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