



GENERAL PURCHASE TERMS AND CONDITIONS

1. PURPOSE

1.1. These General Purchase Terms and Conditions (hereinafter, the "Conditions") include the terms and conditions that will apply to all purchase orders of materials, equipment or services (hereinafter, the "Orders") made by **ELECTROTÉCNICA ARTECHE SMART GRID S.L.U.**, with address at Derio Bidea no. 28. 48100 Mungia, Bizkaia, and with VAT no. B-95632774 (hereinafter, ELECTROTÉCNICA ARTECHE SMART GRID), except for all matters that are expressly agreed in a different way in the corresponding offer or in the acceptance of the Order and that constitute the special conditions of it. Therefore, any other conditions that have not been expressly accepted by ELECTROTÉCNICA ARTECHE SMART GRID have not value, to all intents and purposes and, in the event of a conflict between the stipulations in these Conditions and any other general sales condition to be applied by the Supplier (hereinafter, the "Supplier"), the stipulations set forth in this document will prevail.

1.2. It will be considered that these Conditions have been notified to the Supplier from the moment when it is notified of the website where they are or receives an Order from ELECTROTÉCNICA ARTECHE SMART GRID accompanied by these Conditions. Alternatively, they will be considered as notified if the Supplier previously received them in the course of its commercial relations with ELECTROTÉCNICA ARTECHE SMART GRID, considering in all these cases accepted by the Supplier, for all intents and purposes, when it makes its offer.

1.3. ELECTROTÉCNICA ARTECHE SMART GRID may modify these Conditions at any time, notifying the Supplier. This modification will be understood to be accepted in the same way as these conditions.

2. ORDERS

2.1. ELECTROTÉCNICA ARTECHE SMART GRID will send each of the Orders to the Supplier by e-mail or by any other means that allows accrediting the delivery. These will include the following documents: (i) the "Purchase Order Sheet" that will include the characteristics of each Order, (ii) these Conditions. After a maximum period of eight (8) days without the "Purchase Order Sheet" and other documentation having been excluded, it will be considered that the Order has been accepted and it will be subject to this Contract.

2.2. The Supplier can find a copy of these Conditions in ARTECHE's website, <https://www.arteche.com/en/corporate-values/transparency>.

2.3. ELECTROTÉCNICA ARTECHE SMART GRID may cancel the Order if a maximum period of seven (7) days has not passed since the acceptance of the Supplier. The previous cancellation will not entail any type of penalty, obligation or compensation for ELECTROTÉCNICA ARTECHE SMART GRID, and therefore the Supplier cannot make any claim whatsoever for any concept.

2.4. ELECTROTÉCNICA ARTECHE SMART GRID expressly reserves the right to introduce the necessary changes in the Order. These changes will be appropriately notified to the Supplier who will have three (3) days to reject them, after which the changes will be considered as accepted.

3. DELIVERY DATE

3.1. Delivery is understood as the provision of ELECTROTÉCNICA ARTECHE SMART GRID of the Order, DPP, in accordance with the stipulations set forth in these Conditions.

3.2. ELECTROTÉCNICA ARTECHE SMART GRID will provide the Supplier with the address where it must deliver the Order on the "Purchase Order Sheet", as well as the maximum term in which the latter must make the delivery. The calculation of the delivery term will be understood from when the purchase order is made, as long as this has been accepted in accordance with the stipulations set forth in the second clause of this contract.

3.3. The Supplier will assume any additional costs for freight, postage or other expenses originated from the breach of the delivery and dispatch conditions established in the Order.

3.4. In the event of the breach of the delivery period by the Supplier, as long as this breach is not due to Force Majeure, ELECTROTÉCNICA ARTECHE SMART GRID will expressly have the right to cancel and terminate the order without any penalty or obligation for compensation whatsoever. ELECTROTÉCNICA ARTECHE SMART GRID may also, regardless of it deciding to terminate the Order or not, make the corresponding claim for damages, that the delay in the delivery might have caused.

3.5. The right mentioned in the precedent paragraph will also be extended to any supplier, stevedore, hauler or other third party that takes part in any of the phases of the order, on behalf of or by the Supplier, in which case the right will be applied in the same terms.

3.6. Force Majeure will be understood to be any cause or circumstance beyond the reasonable control of the Supplier but not including strikes of suppliers, transport and services, failures in the supplies of third parties, failures in the transport systems, riots, strikes, labour conflicts, stoppages of the Supplier or subcontractor staff, sabotages, acts, omissions or interventions of any type of government or their agencies, accidental stoppages in the Supplier's workshops due to breakdowns, etc., that directly or indirectly affecting the Supplier's activities.

4. DELIVERY NOTE

4.1. The Supplier must accompany each dispatch with the corresponding Delivery Note, indicating the Order number that figures on the "Purchase Order Sheet". If several Orders were to be sent in the same dispatch, a Delivery Note must be established for each of the orders made by ELECTROTÉCNICA ARTECHE SMART GRID.

4.2. ELECTROTÉCNICA ARTECHE SMART GRID, as buyer, will sign all the Delivery Notes, indicating the identification details of the person the Order is delivered to in its organization.

5. INVOICES

5.1. The Supplier must send the corresponding invoice for the goods and/or services supplied that will have at least the following characteristics:

- > A single invoice may correspond to different Purchase Orders, as long as they coincide regarding the cost center and the item of the latter. It may also refer to several Delivery Notes in the same Order number, according to what is established on the "Purchase Order Sheet".
- > Invoicing method: the Supplier undertakes to deliver invoices in the structured electronic format chosen by ELECTROTÉCNICA ARTECHE SMART GRID, Facturae 3.2.2. regulated by Royal Decree 1619/2012, of November 30th, approving the Regulation governing invoicing obligations, through the Efactura.net network.
- > The reception of invoices from Spanish suppliers by ELECTROTÉCNICA ARTECHE SMART GRID will be through the SERES platform.
- > Invoices from international suppliers will be sent to the following e-mail address: suppliers_emea@arteche.com.
- > It will indicate ELECTROTÉCNICA ARTECHE SMART GRID's Order number and date.
- > It will indicate the exact payment date, which must be the 20th of each month as appropriate.
- > It will indicate the invoice issue date, which in no event will be before the delivery date or the date of the Order.
- > The total amount of the invoice must be rounded to Euros, with two (2) decimals. Rounding of the second decimal, will be made according to the third decimal, passing to the higher or lower unit, when the latter are equal to or higher than five (5) or lower than five (5), respectively.
- > The amounts included in the invoice will be broken down by the items according to the materials, equipment and services to be supplied, including, when applicable, the (i) packaging, (ii) loading, (iii) transport, (iv) insurance, and (v) return/replacement expenses.

> The invoice will include all applicable taxes broken down.

6. PAYMENTS

6.1. The "Purchase Order Sheet" will determine the maximum term in which ELECTROTÉCNICA ARTECHE SMART GRID may pay each invoice, which will start from when ELECTROTÉCNICA ARTECHE SMART GRID receives the goods and/or service provision, as long as the Order has been delivered when it has been issued.

6.2. If the Supplier has Spanish nationality or has its main activity center in Spanish territory, ELECTROTÉCNICA ARTECHE SMART GRID will pay the invoices always due on the 20th of each month.

6.3. If ELECTROTÉCNICA ARTECHE SMART GRID were to find any other type of discrepancy or controversy on the amount or quality of the materials, equipment or services supplied, how much they cost, or any other matter related to them, including the invoice or invoices issued by the Supplier, ELECTROTÉCNICA ARTECHE SMART GRID may stop or defer the payment of the total or any partial payments it has to pay until the controversy in question is definitively resolved. Extemporaneous payment for the above reasons will not entail the application by the Supplier of default interests or any other type of penalty or compensation for damages in its favour.

6.4. Materials, equipment or services not included in the Order will not be paid for if their execution has not been previously offered by the Supplier, in writing, and with express indication of their price, and accepted, also in writing, by an ELECTROTÉCNICA ARTECHE SMART GRID representative.

7. RECEPTION

7.1. All the goods supplied by the Supplier must be sent with the adequate packaging and identification, as indicated on the "Purchase Order Sheet", and this will include inside it the documentation and information indicated in the fourth clause of this contract.

7.2. All material supplied will be subject to a qualitative and quantitative inspection by one of ELECTROTÉCNICA ARTECHE SMART GRID's services, duly qualified for this purpose. ELECTROTÉCNICA ARTECHE SMART GRID reserves the right to reject all supplies made by the Supplier that are not in accordance with the characteristics of the Order, even when the goods have been invoiced and taken out of the factory.

7.3. In the event of total or partial rejection, ELECTROTÉCNICA ARTECHE SMART GRID reserves the right to accept the partial supply or to demand the sending of all of the adequate material.

7.4. ELECTROTÉCNICA ARTECHE SMART GRID reserves the right to visit its suppliers or representatives to be able to see the manufacturing status of the Orders, and to check the material at origin by ELECTROTÉCNICA ARTECHE SMART GRID reception control or other third-party technicians appointed for this purpose.

8. QUALITY CONTROL AND GUARANTEE

8.1. Quality control covers the overall actions, activities and techniques necessary for satisfactorily meeting the conditions and specifications requested by ELECTROTÉCNICA ARTECHE SMART GRID in the Order and, where appropriate, by current technical rules or regulations.

8.2. The Supplier will be the only party responsible for quality control, regardless of the controls and tests carried out or demanded by ELECTROTÉCNICA ARTECHE SMART GRID by its own means or by those of a third party.

8.3. The Supplier guarantees that all material or service supplied to ELECTROTÉCNICA ARTECHE SMART GRID will correspond with the conditions and characteristics stipulated on the "Purchase Order Sheet". It agrees, subsequently, to immediately repair and to replace, if necessary in ELECTROTÉCNICA ARTECHE SMART GRID's opinion, in the same conditions as soon as possible, never to exceed ten (10) days, all or part of the material supplied that does not meet the requested conditions and characteristics. The cost of these repairs

and/or replacements, and of all the expenses derived of any type, will be exclusively paid for by the Supplier.

8.4. The guarantee period of the equipment and products supplied will be at least two (2) years starting from their receipt by ELECTROTÉCNICA ARTECHE SMART GRID and/or use of them, whichever occurs last, and specific agreements may exist between ELECTROTÉCNICA ARTECHE SMART GRID and the Supplier extending said guarantee period.

8.5. The Supplier will be obliged to compensate ELECTROTÉCNICA ARTECHE SMART GRID for any damages, including loss of earnings, it may suffer as a result of the possible faults in the materials or goods supplied, including damages to other products or facilities of third parties.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. The industrial and/or intellectual property of the Order, in all its terms, and the information attached to it, with the elements, plans, drawings, software, etc., incorporate or related to it, belongs to ELECTROTÉCNICA ARTECHE SMART GRID, and therefore its use by the Supplier for any other purpose than that of meeting the Order is expressly prohibited, as well as totally or partially copying it or transferring its use to third parties without the prior written consent of ELECTROTÉCNICA ARTECHE SMART GRID.

10. RISK

10.1. Unless otherwise expressly specified, the goods will be delivered DDP (Incoterms CCI, 2010) in the destination point established in the Order. The risk of loss or damages to the goods, property, insurance policies, etc., will be interpreted in accordance with the Incoterm, except when this opposes the stipulations in the Order.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1. In relation to each Order, any information that may become known to both ELECTROTÉCNICA ARTECHE SMART GRID and the Supplier through any type of means, format or support, including verbal form or by own inspection, directly or indirectly, is considered "confidential information", and is the property of the party providing the information. This confidentiality obligation shall apply for a maximum period of five (5) years after the Order has been placed or cancelled for whatever reason

11.2. The Supplier agrees that ELECTROTÉCNICA ARTECHE SMART GRID is authorized to provide any information received from the Supplier to any other of the companies that make up the group of companies of which ELECTROTÉCNICA ARTECHE SMART GRID forms part.

11.3. The Supplier's data that could become known to ELECTROTÉCNICA ARTECHE SMART GRID, will be included in a file called Clients-Suppliers, registered in the Spanish Data Protection Agency Register and whose responsible is ELECTROTÉCNICA ARTECHE SMART GRID.

11.4. In any event, ELECTROTÉCNICA ARTECHE SMART GRID will apply the security measures detailed in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights (hereinafter, LOPDGDD).

11.5. By the present document ELECTROTÉCNICA ARTECHE SMART GRID informs the Supplier that he can freely exercise his rights of access, rectification, cancellation and opposition, according to the LOPDGDD, by contacting ELECTROTÉCNICA ARTECHE SMART GRID S.L., with address in Derio Bidea nº28, 48100 Mungia, Bizkaia and with VAT B-95632774, indicating in the communication the Subject LOPDGD ((Personal Data Protection Act).

12. INFORMATION SECURITY

12.1. The Supplier must have implemented and updated barriers in its IT infrastructure that are sufficient to minimize the illegitimate intrusion

of third parties and the action and propagation of so-called computer 'viruses' or similar programs.

12.2. The Supplier undertakes to communicate as soon as possible, and in any case, within a period not exceeding seventy-two (72) hours, any breach or incident that he suffers related to information security that may affect or cause illicit access to the information shared or provided by ELECTROTÉCNICA ARTECHE SMART GRID.

12.3. The Supplier undertakes to destroy in a diligent, secure and confidential manner all the information provided by ELECTROTÉCNICA ARTECHE SMART GRID once this contract has been concluded.

12.4. When information of this nature is supplied, the Supplier undertakes to keep the Access Codes to the infrastructures of ELECTROTÉCNICA ARTECHE SMART GRID in the strictest confidence and not to transfer them to third parties under any circumstances. Likewise, the Supplier shall immediately notify ELECTROTÉCNICA ARTECHE SMART GRID of any loss of confidentiality or breach of security that may occur due to third parties knowing the Access Codes. The Supplier recognizes and accepts that any activity carried out in the infrastructures of ELECTROTÉCNICA ARTECHE SMART GRID using the Access Codes assigned to him, will be his exclusive responsibility for all purposes, as long as the Supplier has not previously notified ELECTROTÉCNICA ARTECHE SMART GRID of the fact that the Access Codes used were no longer secure.

12.5. By virtue of this, the Supplier undertakes to access the infrastructures of ELECTROTÉCNICA ARTECHE SMART GRID, from duly secured equipment (antivirus installed and updated) and always using legal and duly licensed software.

13. STATEMENT OF THE SUPPLIER

13.1. On accepting these Conditions, the Supplier hereby declares to (i) have the necessary authorizations for carrying out the manufacturing, transport, management, storage and sale activities of each of the materials and/or equipment required in each of the purchase orders (ii) to have the warehouses and technical and human means necessary for the storage of the materials and/or equipment in each purchase order, (iii) to be up-to-date with all of its legal, accounting, tax, labour and social security obligations, or any other that might be applicable to it and (iv) be able to guarantee the quality, aptitude and correct operation of the materials, equipment and/or services required in each purchase order.

14. PENALTIES

14.1. Without prejudice to ELECTROTÉCNICA ARTECHE SMART GRID's right to terminate the Order due to defaults of the Supplier regarding the delivery dates or in both the partial and final execution deadlines, and for any other reason specifically foreseen in the Order, defaults of the Supplier will entail the application by ELECTROTÉCNICA ARTECHE SMART GRID of a penalty that in no case will have a compensatory nature. If no specific penalty has been established in the Order, the penalty will be 1.5% of the total amount of the Order by calendar week of delay during the first four weeks, and 4% from the fifth week.

14.2. Penalties for delays cannot exceed 15% of the total amount of the Order. If this limit is exceeded, ELECTROTÉCNICA ARTECHE SMART GRID will apply the penalty and will have the right to terminating the Order in accordance with applicable legislation.

14.3. Receiving the penalties will not deprive ELECTROTÉCNICA ARTECHE SMART GRID from reverting to the Supplier all the expenses and over costs it is obliged to pay to third parties as a direct result of the delay.

15. ETHICAL CODE

15.1. The Supplier represents and warrants that it is familiar with and adheres to ARTECHE's Code of Ethics which is available at <https://www.arteche.com/en/corporate-values/social-commitment>. The Supplier agrees to take the necessary measures to ensure compliance with the Code of Ethics by its employees and directors.

15.2. If at any time during the term of the Contract the Supplier becomes aware of a breach of the Code of Ethics, the Supplier or its employees shall notify ELECTROTÉCNICA ARTECHE SMART GRID within a maximum period of fifteen (15) business days through its complaint channel available at <https://www.arteche.com/en/ethical-channel>.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Conditions will be governed in all cases by the legal regulations of the Spanish State, expressly excluding any effect on the Laws of the Vienna Convention of 11 April 1980, on international sale of goods contracts.

16.2. Any discrepancies, interpretations or lawsuits that might arise from the interpretation, execution or compliance of these Conditions, both parties, excluding any rules and regulations in conflict with applicable Law and expressly waiving their own jurisdiction, expressly and voluntarily agree to submit themselves to the Courts and Tribunals of the city of Bilbao, also renouncing the stipulations set forth in Regulation no. 593/2008 of 17 June of the European Parliament and Council on Law applicable to contractual obligations.