

## AAF, S. A. (the Purchaser)

C/ Urartea 11, Ali Gobeo Industrial Estate, 01010 Vitoria-Gasteiz (Alava, Spain)

### GENERAL CONDITIONS FOR ORDERS

#### **1. ACCEPTANCE / INTEGRITY OF THE CONTRACT** (a)

The Seller agreeing to be bound by and to comply with, all of the terms and conditions of this order, including any of its supplements and all the specifications and other documents referred to in this order. The provision of the services envisaged in this order shall be deemed as their acceptance. **THIS ORDER DOES NOT CONSTITUTE ACCEPTANCE BY THE PURCHASER OF ANY OFFER TO SELL, BUDGET OR PROPOSAL. THE REFERENCE IN THIS ORDER TO ANY OFFER TO SELL, BUDGET OR PROPOSAL SHALL NOT, IN ANY WAY, MODIFY THE TERMS AND CONDITIONS OF THIS ORDER. THE PURCHASER IS OPPOSED IN ADVANCE TO THE INCLUSION OF ANY INCONSISTENT, ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER IN THE ACCEPTANCE OR RECOGNITION OF THIS ORDER. THE INCLUSION OF THESE TERMS BY THE SELLER SHALL HAVE NO EFFECT, THESE TERMS SHALL NOT BE CONDITIONS OR TERMS ADDITIONAL TO THIS ORDER, AND THE ACCEPTANCE BY THE PURCHASER OF ITEMS OR SERVICES FROM THE SELLER SHALL NOT BE BOUND BY SUCH AS ACCEPTANCE OF THESE TERMS.** Except as otherwise expressly provided in this order, the following terms and conditions shall apply. (B) This order, with the documents which are expressly incorporated into it though reference, is intended by the parties to constitute the final expression of their agreement with respect to such terms as reflected in this document, and it also is intended to be the only and complete expression of the terms of their agreement. No prior negotiation or treatment between the parties, nor any commercial use or custom, will be relevant in interpreting this agreement. (C) all orders placed by the Purchaser, as well as all the extensions, reductions and modifications, novation or additions of any kind handled by the Purchaser on these orders shall be governed by this General Conditions.

**2. PRICE.** The price of the goods and services purchased by the Purchaser pursuant to this order shall be the prices collected in the order placed by the Purchaser. DO not apply additional charges of any kind, either regarding interest, service charges, postage or other, except with the specific agreement in writing of the Purchaser.

**3. TAXES AND OTHER CHARGES.** The price of the goods and services includes, unless otherwise agreed and expressly stated in the front of this document, all the costs of packaging, inspection, insurance and shipping, as well as all applicable taxes or federal taxes, state or local sales, use, added value, transmission or other tax

concepts relating to the production, sale, consignment or use of any items or services covered by this order.

**4. DELIVERY AND LACK OF DELIVERY.** The deadlines are an essential condition for the implementation of this order. Except that the Purchaser states otherwise, all articles should be sent according to the INCOTERMS in force at the date of the request of the Purchaser. The Purchaser may give instructions to the Seller to send articles to a third party selected by the Purchaser, including, including but not limited to, the facilities of the Purchaser's customers. No delivery shall be deemed to be effected until the goods or services have actually been accepted by the Purchaser or his representative, and the Purchaser has received all the documentation indicated above or habitual concerning the shipment and the documentation it is duly completed. Including but not limited to, the Seller shall deliver to the Purchaser all the technical and/or use or similar manuals, as may be necessary, convenient, and timely in relation to the articles or services delivered. The Purchaser may request the Seller that all of the documentation is delivered in a language other than Spanish, being paid by the Seller, if any, the corresponding costs of translation.

The delivery of goods or services shall be performed at the times specified in this order or in the corresponding order. In the case, that for any reason the Seller foresees difficulty in complying with the agreed delivery date or with meeting any of the other requirements of this order, it shall immediately report the issue to the Purchaser in writing. If the Seller does not comply with the deadlines for delivery of the Purchaser, this may require their delivery through the most rapid means, being all the costs of urgent shipment borne by the Seller who must pay them in advance.

Without prejudice to the foregoing, non-compliance with the deadlines set forth in the order shall entitle the Purchaser to claim compensation for a penalty by the value equivalent to one percent (1%) of the price of the goods or services forming the subject of the corresponding order, for every week of delay, without not being able to exceed the five percent (5 %) of the price. This penalty is expressly agreed as an exception to the general regime provided for in article 1152 of the Spanish Civil Code, being accumulated with the compensation for the damages caused. Therefore, it shall not replace, in any case, the Seller's obligation to indemnify the Purchaser by the damage caused and/or costs because of the delay in delivery times.

The Purchaser may, by written notification to the seller, resolve the whole or any part of this order if the seller fails to satisfy any of the provisions of this order (including, but not limited to, a delay in delivery of more

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### **GENERAL CONDITIONS FOR ORDERS**

than five (5) weeks). In the event of termination pursuant to this clause, the Purchaser will be entitled, in addition to any other rights in accordance with the law or this order, in order to obtain, in the terms and the way that the Purchaser deems appropriate, articles or services similar to those that were the subject of the resolution, and the Seller shall be liable before the Purchaser for the additional cost incurred, if applicable, for purchasing the articles or additional services. Unless otherwise agreed in writing, the Seller does not assume relevant production commitments or agreements over the amount or in advance at the time that corresponds to comply with the agreed delivery schedules. It is the responsibility of the Seller to comply with that timetable, but not to anticipate to the needs of the Purchaser.

**5. REQUIREMENTS RELATING THE PACKAGING** The Purchaser requires, and the Seller undertakes, that all the packaging materials are of construction sufficient to ensure the integrity and stability of the baled material, to ensure safe handling in its delivery to the Purchaser. With regard to heavy components sent to the Purchaser or to other locations indicated by the Purchaser, the Seller undertakes to comply with the requirement of the Purchaser that the components are configured in its packaging in a manner that ensures security in its handling, and also the Seller undertakes to use retractable strapping and/or packaging when appropriate, to reinforce the packaging.

**6. QUANTITY.** Goods cannot be delivered to the Purchaser before the delivery date according to the Purchaser's calendar, without the prior written consent of the latter. Unapproved shipments may not be returned to Seller at Seller's expense, freight collect.

**7. IDENTIFICATION.** Each of the shipments covered by this order must be properly identified by brands or labels on the outside of the packaging. Each package shall be accompanied with a detailed listing of the contents, indicating the order number, and the number of batch for the article, on the outside of the shipment according to the format approved by the Purchaser. The Buyer does not accept any charge for packaging, except that it had been previously agreed in writing. All expenses incurred due to the Seller not providing the necessary shipping documents shall be borne by the Seller, and may delay the payment of invoices.

**8. QUALITY AND INSPECTION.** Nevertheless, (i) the payment, (ii) transfer of ownership, or (iii) the inspection or pre-check of all the delivered articles and services will be, at all times, subject to the final inspection and verification of the Purchaser; however, neither the inspection or verification of the Purchaser nor the fact that they are not inspected or checked, exonerates the

full responsibility of providing the goods and services in accordance with the requirements of the order, nor shall it affect the Purchaser's rights and privileges to claim by reason of defective goods or services, satisfactory or not. Subject to the provisions of Spanish law, the Purchaser reserves the right to reject and return, at risk and cost of the Seller, any part of a shipment that is faulty or that does not comply with the specifications, without invalidating the rest of the order. Articles or services that are rejected or, due to another reason, do not meet the criteria set out above may be kept available at the expense and risk of the Seller or, at the discretion of the Purchaser, be returned in exchange for credit, or be immediately replaced or provided again by the Seller, at the expense of the exclusive Seller. At any reasonable moment during the compliance period of the Seller in accordance with this order, which includes the period of manufacture, the Purchaser and its customers will be able to inspect and/or check the items that are supplied in accordance with this order in the facilities where the Seller's providers and the Seller will provide, at no extra charge, reasonable facilities and assistance for such inspection and verification to be performed safely. The seller shall provide and maintain a process and control system acceptable to the Buyer to cover the goods and services under the scope of this order. Records of all the inspection services of the Seller shall be kept complete and available to the Purchaser during the execution of this order and during longer periods that, if applicable, are indicated in the order, or required by the Purchaser.

**9. SUSPENSION OF WORK / CANCELLATION.** The Purchaser shall have the right to notify to the Seller, in writing or by telegraphic means, or orally with subsequent confirmation in writing, the suspension of all or part of the work being done in accordance with the order, for a period not exceeding ninety (90) days. If the work was suspended in accordance with the provisions of this clause, an equitable adjustment shall be carried out in the form of a time and cost extension (excluding benefits) of execution of this order caused by such suspension, and the order shall be modified in writing accordingly, by means of an order changes. No claim shall be allowed under this clause, unless this complaint in writing by the amount shown within ten (10) days from the end of the suspension. When you have finished the suspension, the Seller shall begin execution immediately, even if an agreement between the Purchaser and the Seller about the adjustment of the price and/or term has not yet been reached. The Purchaser can cancel this order at any time at

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### **GENERAL CONDITIONS FOR ORDERS**

its convenience, totally or partially, by giving notice in writing to the Seller. On receipt of the notification of cancellation, the Seller shall take immediate measures to ensure that no additional costs are incurred, and thereafter only carry out the work needed to preserve and protect the work already in progress and to protect the materials and articles on the site of the work or that are in transit towards it. The Seller must direct any claim that may have regarding the cancellation in writing to the Procurement Department of the Purchaser within 15 days from the date of cancellation of the order. The only obligation of the Purchaser pursuant to this clause will be to reimburse the Seller for the amount of (a) the articles actually sent and accepted by the Purchaser until the date of the cancellation and (b) the costs incurred by the Seller for finished products manufactured specifically for the Buyer and that do not constitute common articles of the Seller, to the date of the cancellation. In any case, will the Purchaser cover the costs for loss of profits and the reimbursement shall not exceed the value of the order. In any case, the responsibility of the Purchaser will be greater than more than the corresponding of thirty (30) days of finished products and/or services in process (WIP) and thirty (30) days of raw materials, except that the Purchaser approves it in writing.

**10. AMENDMENTS.** The Purchaser shall have the right to modify this order, which includes, including but not limited to, changes in the quantities, specifications and/or delivery schedules, but additional charges will not be accepted unless it is authorized in writing by the Purchaser. If these changes are affecting the delivery or the amount to be paid by the Purchaser, the Seller shall notify the Purchaser within ten (10) days from the amendment request of the Purchaser with the proposal of price adjustment or calendars of the Seller, including sufficient data to justify such adjustments for consideration by the Purchaser and negotiation with the Seller. Any request from the Seller to make adjustments under this clause shall arise within thirty (30) days from the date of receipt of the amendment notification by the Seller. Any increase in price or extension of time of delivery shall be binding the Purchaser only if it is accredited through an amendment notification in the order issued and signed by the Purchaser and the Seller. If the seller and the buyer do not reach an agreement on the price adjustments or deadlines, the Seller undertakes to proceed quickly and diligently to make the requested changes, as shown in the order of changes. Any dispute between the Seller and the Purchaser that has not been resolved after thirty (30) days regarding any amendment

order shall be subject to the Dispute Settlement Process envisaged in this General Conditions.

**11. CONFIDENTIAL INFORMATION.** The Seller undertakes not to disclose to third parties or make use of the data, designs, plans specifications and other information provided by the Purchaser, except for the execution of this order. Upon completion, cancellation or termination of this order, the Seller shall return to the Purchaser all these data, designs, drawings, specifications and other information, including copies of them that had been made by the Seller. This order is confidential between the Seller and the Purchaser and the Seller is obliged not to make them public or disclose to third parties any of the details relating them without the prior written consent of the Purchaser. Any knowledge or information that the Seller has revealed or is able to reveal later to the Purchaser and that in any way related to the goods or services covered by this order will be considered, unless the Purchaser agrees otherwise in writing, that is neither confidential nor protected by property rights, and that the Purchaser acquires it without restrictions of any kind (except the potential claims for infringement of patents), as part of the consideration for this order.

**12. PAYMENT.** All payments are subject to receipt the fully and acceptable delivery of the goods and the receipt of the complete and accurate documentation, which includes the bills of lading, invoices, receipts and other prepaid transportation charges, all of which must be attached. The period of discount will be calculated from the date on which the delivery is made or when the complete and accurate documentation is received, if it is later, being understood that if the Purchaser accepts delivery with an advance of more than fifteen (15) days of the date of shipment or delivery in this order, the discount period shall be counted from the date of delivery or shipment specified or from the reception of the complete and accurate documentation, if later. The payment of invoices shall be carried out in accordance with the terms established in this order.

**13. TRANSFER.** This order or any part thereof cannot be transferred, subject to subcontracting or transfer by the Seller without the prior written consent of the Purchaser.

**14. INDUSTRIAL AND INTELLECTUAL PROPERTY.** The Seller grants in this act to the Purchaser a non-exclusive license, susceptible of transfer, transmission or sublicense, valid in the whole world, on all the industrial and intellectual property of the Seller or its suppliers, to the extent that it is necessary to make use of the items sold and services rendered in accordance with this order. The seller guarantees that the goods sold and services rendered in accordance with this order do not violate or

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### **GENERAL CONDITIONS FOR ORDERS**

infringe any patent, copyright, trademark, trade secret or any right of industrial or intellectual property that is owned or under the control of any other person, and the seller agrees to indemnify and hold harmless the Purchaser and its executives, employees, agents, representatives, successors, assigns and all customers of the Purchaser that buy or use items or services listed in this order, from any losses, damages, penalties, injury, claims, demands, legal actions, suits, costs and expenses (including but not limited to, the Reasonable expenses of lawyers and other fees and expenses of professionals) arising out of a claim or lawsuit in common law or in equity, by the actual or alleged breaches of these industrial and intellectual property rights, by reason of the purchase, sale or use of items or services that are supplied in accordance with this order, and shall assume the defence of any litigation and pay all costs and expenses of it. If the purchase, sale or use of such goods or services is prohibited, the Seller shall, at its own expense and at the choice of the Purchaser, either seek the Purchaser's right to continue buying, selling and using those products or services, or replace them with a few items or services that are equivalent and that do not violate the rights, or remove such items or services of the trade and reimburse the purchase price and the costs of transport and handling related to them to the Purchaser. Except as otherwise agreed to in writing between the Seller and the Purchaser, the full domain on inventions, developments, improvements or modifications to the goods or services shall be exclusively owned by the Purchaser, as part of this leasing of labour.

**15. HOLD HARMLESS OBLIGATION.** The Seller will defend, exempt from responsibility and indemnify to the Purchaser, its executives, employees, agents, representatives, successors, assigns and all Purchaser's customers that buy or use items or services listed in this order, in front of any losses, damages, penalties, injury, claims, demands, legal actions, suits, costs and expenses (including but not limited to, reasonable expenses for lawyers and other fees and expenses of professionals) of any type, in contract, tort, under any legal theory (i) arising from any inaccurate representation or falsehood committed by the Seller or relating to any other failure in the performance of the obligations under the responsibility of the Seller in accordance with this order with respect to the ownership, possession, use, operation, state, sale, purchase, leasing, maintenance, selection, manufacture or delivery of any of the goods or services (including but not limited to, due to defects or hidden defects or not, or not susceptible to be discovered by the Purchaser); (ii) arising from any claim for injury or death to persons or damage to their property, which in

any way is caused by, totally or partially, any act or omission of the Seller; (iii) as well as the defects of the sold goods or services rendered to the Purchaser pursuant to this order. This obligation to indemnify shall remain in force after the resolution, cancellation or expiration of this order.

**16. COMPLIANCE WITH THE LEGISLATION.** The Seller guarantees that, in the execution of this order, both the Seller and all the articles and the services that are provided or supplied in accordance with this order shall be in accordance with all the Community legislation (including, but not limited to, the requirements for CE marking), outside the Community, national, regional, provincial and/or local applicable, including laws, ordinances, codes, regulations and orders currently in force or that could enter into force and that may be applicable to the goods or services that are supplied in accordance with this order. The Seller shall in any case comply with all regulations in the existing products in Spain and the European Union, relating to articles and services provided by the Seller (in particular the rules relating to standards and norms, defective products, product safety); the Seller warrants to the Purchaser that the goods and services provided are manufactured or provided, in conditions that comply strictly with the applicable labour laws, in particular the concerning international treaties of the International Labour Organization.

**17. CONTINGENCIES.** In the event of war, mediate or non-declaration, acts of terrorism, fire, flood, strike, labour dispute, riots, acts of governmental authority, accidental damage, natural disasters and other similar contingencies beyond the reasonable control of the Seller, or in the case of the closure of the plant or sale of it, the Seller shall notify the Purchaser the event or circumstance causing the delay and take the necessary measures to end this delay, which includes obtaining materials from alternative sources and the acceleration of the activities to meet the timetable of the Purchaser. If, at the discretion of the Purchaser, the delay may not be remedied quickly, the Purchaser may cancel this order at its convenience, in accordance with the terms of this order. The Purchaser shall not be liable for the damages resulting from delays resulting from causes beyond its control, which includes, without limitation to, random acts and natural disasters, acts of any government, fires, floods, epidemics, quarantine restrictions, strikes, difficulty to get labour, scarcity of materials or significant increases in price, seizure of freight, and severe weather conditions, and these delays do not affect the rest of this order.

**18. GUARANTEE.** The Seller guarantees that all the items

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### **GENERAL CONDITIONS FOR ORDERS**

and services that are delivered in accordance with this order will be free of claim of any kind by third parties and the Seller shall transmit the property of them, free of taxes and charges, to the Purchaser, as envisaged in this document. The Seller also ensures that all the items and services that are sold in accordance with this order or under the same will be of the best quality in their respective classes and will be free from defects in design, materials and workmanship, and will be strictly in accordance with the specifications, drawings, samples and other requirements, including the performance specifications, provided or specified, and will be eligible for the trade and for the purposes for which the Purchaser intend. This warranty extends to the Purchaser, its successors, assigns, customers and other users of the goods and services. In the event of any breach of this warranty, the Seller shall take all necessary measures at the exclusive expense of the Seller, to correct the breach in the most expeditious manner possible. All costs incurred in the rapid repair of the non-compliance (including overtime, uninstallation, installation, commissioning and freight charges, if so required to meet the operational needs of the Purchaser) shall be borne by the Seller. In the event that the Seller does not remedy the defects or do not replace the goods or services with rapidity, the Purchaser, after reasonably notifying the Seller, will be able to make those corrections or substitutions and invoice the Seller for the full costs incurred by, replace the goods and services and charge the Seller the full cost incurred by the Purchaser to do so. With regard to those items and services that the Purchaser provides directly or indirectly and/or through its associated companies, for the benefit of their respective clients, the Seller undertakes to be bound before the Purchaser and the Purchaser's subsidiaries to the same extent that the obligations of the Purchaser or its subsidiaries in accordance with the terms and conditions in force with their respective customers (which are hereby incorporated into this order through reference) exceed the obligations and duties of the Seller before the Purchaser or its subsidiaries as reflected in this order.

This guarantee would be valid for a minimum of twenty-four (24) months from the date of actual delivery of the goods or services subject to the corresponding order.

In guarantee of the obligations assumed by the Seller under this General Conditions (including but not limited to, the obligations provided for in this paragraph of "Guarantee" ), the Seller shall deliver to the Purchaser, on the date of issuance of the invoice for the corresponding order, a bank guarantee issued by an entity of the first order and good credit ratings, with

waiver of benefits of division, order and exclusion, for a guaranteed minimum amount equivalent to ten percent (10%) of the price of the goods or services subject to the corresponding order.

**19. PROPERTY OWNED BY THE PURCHASER.** Unless otherwise agreed in writing signed by an authorized representative of the Purchaser, the drawings, designs, drawings, specifications, models, tools, moulds, templates, patterns, and other material and information provided by the buyer or which the employer must pay in accordance with this order or any other applicable order, as well as any replacement of the previous, or accompanying materials or accompany the previous ones, shall be and shall remain the property of Purchaser and shall be delivered to the Purchaser, or will be disposed in accordance with the instructions of the Purchaser. These goods and, if applicable, any element or individual component will be clearly marked or properly identified as "property of the Purchaser", and will be stored in a secure manner separately from the assets of the Seller. The Seller will abstain to replace any goods for goods from the Purchaser, as well as to make use of such property, except to comply with the orders of the Purchaser. The Seller assumes all risk and liability for loss or damage to property in its custody or control, except by wear and tear due to a normal and proper use, and will ensure such property at its own expense, by an amount at least equal to the replacement cost, declaring the Purchaser as the beneficiary, and such property shall be subject to withdrawal by or at the request of the Purchaser, in which case the Seller prepares these goods for shipment and will deliver them to the Purchaser in the same conditions in which they were originally received, except by the wear and tear due to normal and proper usage that could be expected to be done by the Seller, all of which at the expense of the Seller. Except that the Seller had prior knowledge of it, and without any obligation of confidentiality, any information from the Purchaser that the Seller receives must be kept confidential and that information, such as the other property of the Purchaser, can only be used to execute this order and for no other purpose. These assets, while they are in the custody or control of the Seller, shall be kept free of any right of retention at the risk of the seller.

### **20. PROVISIONS THAT ARE STILL IN FORCE DESPITE THE TERMINATION OF THE CONTRACT.**

The obligations of the parties in this order that by its own nature remain in force beyond the resolution, cancellation or termination of this order, which include, without limitation, those contained in the clauses 8.11 , 14, 15, 16, 17, 19, 20, 21, 26, 27, 28, 29, 30 and 33 will continue in force after the resolution, cancellation or

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### GENERAL CONDITIONS FOR ORDERS

termination of the order.

**21. OWNERSHIP AND RISK OF LOSS.** The Seller assumes the following risks: (A) the risk of loss or damage in connection with all the articles, work in progress, materials and other goods, until its delivery in accordance with Clause 4, (b) the risk of loss or damage with respect to third parties and their property, up to the delivery of all articles in accordance with Clause 4, (c) the risk of loss or damage in connection with any goods which the Seller receives from the Purchaser, or that is in the power of the Seller or its suppliers on the part of the Purchaser until those goods have been delivered in accordance with the provisions of clause 4, and (d) the risk of loss or damage in connection with all goods or parts thereof that reject the Buyer, from the moment of its shipment to the Seller until they are delivered again in accordance with the provisions of clause 4. The Ownership of the goods and services purchased by the Purchaser pursuant to this order shall be transmitted to the Purchaser simultaneously when the risk of loss of these items and services pass to the Purchaser pursuant to the terms of this document.

**22. APPLICABLE LAW.** This order and all the issues and controversies relating to it shall be governed by and construed in accordance with Spanish law, excluding the application of the United Nations Convention on International Sale of Goods; in the event of a dispute, the Spanish version of these General Conditions for orders shall remain. The headings are included for mere effects of convenience and shall not have any value or effect.

**23. COMPLIANCE WITH THE LEGISLATION FOR THE CONTROL OF EXPORTS**

The Seller shall comply with all applicable laws regarding the control of exports and re-exports, which includes, including but not limited to, the laws relating to export permits, in relation to the implementation of its obligations under this order.

**24. WAIVERS.** The statement that any term or condition of this document is null or not applicable does not entail the invalidity or non-enforceability of any other terms and conditions of this order. No right or claim resulting from a breach of this order shall be exempt, totally or partially, by the waiver or renunciation of the claim or law, unless such waiver or renunciation is justified by consideration and in writing, signed by the harmed party. The fact that the Purchaser does not execute, at a time or during a given period, the provisions of this document will not be construed as a waiver of such provision, or the Purchaser's right to enforce such provision at any later time. The rights and remedies that assist the Buyer under this clause shall not be on exclusive basis, and are compatible with and cumulative to any other rights and

remedies in accordance with the law or this order.

**25. INDEMNITY.** The Purchaser shall be entitled to indemnify at any time the amounts that the Purchaser or its parent company or any of its subsidiaries owed to the Seller or its parent company or any of its subsidiaries, against the amounts due and payable to the Seller due to the Purchaser pursuant to this order.

**26. SERVICES IN THE FACILITIES OF THE PURCHASER.**

If the implementation of this order by the Seller assumes the realization by the Seller of operations at the Purchaser's premises, or from a customer of the Purchaser, the Seller shall take the appropriate precautions to prevent any injury to persons or damage to goods during the provision of such services. The Seller shall keep in force, in the terms permitted by applicable law, civil liability insurance for property damage and employer's liability, as well as for compensation, and shall protect the Purchaser against such risks and in any claim under the laws of remuneration to the workers and occupational disease. The Seller undertakes in this act, on behalf of its employees, agents and representatives, to be subject to the requirements of the Purchaser and the Purchaser's customers in the field of safety and to comply with all related rules and regulations set by the Purchaser. The Seller shall provide the Purchaser with a certificate of insurance showing the types of hazards and the amount of the coverage that the Seller must maintain any time, in a manner acceptable to the Purchaser. The Purchaser shall be notified, with a notice not less than thirty (30) days, of any changes or extinction of such insurance coverage. The Seller shall be solely responsible for all governmental taxes and mandatory contributions with respect to all persons to whom the Seller pays, while these people are in the facilities of the Purchaser or Purchaser's customers.

**27. DISPUTE RESOLUTION.** The parties agree that, prior to the initiation of any procedure and as a condition precedent to it, every lawsuit, controversy or conflict (hereinafter, a "conflict") that are arising out of, or in relation to, the execution, interpretation, application or requirement of this order, including, but not limited to, any breach of them, the following procedure must be completed. In the event of a dispute, the parties agree that their respective attorneys and representatives who know the subject will appoint a meeting (either by phone or in person) to negotiate the conflict and try to resolve it in good faith. If after ten (10) days, the matter has not been resolved, an executive from the Purchaser and one from the Seller shall meet as soon as possible (either by phone or in person) to negotiate and try to resolve the conflict in good faith. If after these negotiations, any of the parties concluded that it is not possible to have the

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### **GENERAL CONDITIONS FOR ORDERS**

amicable settlement of the Conflict; it shall submit the Dispute to mediation in accordance with the procedure of mediation of the College of Attorneys of Alava. If the conflict is not resolved after having completed the mediation, the parties shall be free to pursue any legal proceeding or recourse that assists them, if it is consistent with the terms and conditions contained in this document.

**28. COMPETENCE AND JURISDICTION** The Purchaser and the Seller agree that any action, suit, or proceeding arising from this order, based on it or on its objective may only be brought before the courts in Vitoria (Spain). Without prejudice to the foregoing, the Purchaser may alternatively sue before any other competent jurisdiction in accordance with the rules of international conflict.

**29. TECHNICAL SERVICE OF THE ARTICLES.** The Seller guarantees that the goods and services that are purchased under this order, including their components and spare parts, will be placed at the Purchaser's disposal and their clients during the entire life of the purchased items or for a period of 7 years from the date of final delivery in accordance with this order, if that period is longer. In addition, during the same period, the Seller will continue to provide technical service at the same level as currently. If the Seller would no longer manufacture the items mentioned, or their components or spare parts, or cease to supply in a timely manner in accordance with the needs of the Purchaser, the Seller shall make available to the Purchaser all drawings, specifications, data and know-how necessary to enable and facilitate the Purchaser, to their suppliers or customers, manufacturing, or achievement, use and sale of these items, components or spare parts, under a license without payment of royalties, which is attached in this act.

**30. HEADINGS.** The headings are included for mere effects of convenience and shall not have any value or effect. Electronic copies or by fax shall have the same value and effects of the original.

**31. INDEPENDENT CONTRACTORS.** The parties in this Agreement are independent contractors and neither party shall have authority to bind the other or incur in obligations on behalf of the other without their prior written consent.

**32. CONSERVATION OF DOCUMENTS.** The Seller shall maintain complete and accurate records of the production and manufacture of articles for a period of six (6) years from the expiration of this Contract. By means of a notification with a reasonable notice, the Seller may inspect these books and records and make copies of their content, during office hours, to check the due observance of the terms and conditions of this Contract.

**33. AUDITS.** At any time, on reasonable schedule and with enough advance notice, the Purchaser programs, and the Seller undertakes to allow, auditing all books and records relating to the goods and services that the Seller will provide to the Purchaser at the manufacturing facilities of the Seller or in manufacturing plants or of execution of any of the subcontractors of the Seller (which the Seller shall ensure that the Purchaser has the right to make), or in any other place where any of the articles is manufactured or any of the services is provided. The Purchaser shall have the right to choose to carry out inspections in the Seller's premises or any of its subcontractors, either randomly or in all of them. During the time that the Purchaser remains in the Seller's premises or its subcontractors, the Purchaser will be provided with a reasonable office space free of charge. Both the Seller and its subcontractors shall provide to the Purchaser copies of all books and records relating to the goods and services at its request.

### **END OF THE CONDITIONS**