

GENERAL CONTRACT CONDITIONS FOR WIND TEST LABORATORY SERVICES

1. PARTIES

Fundación CENER, with legal address at Avenida Ciudad de la Innovación nr. 7, Sarriguren, (Navarre, Spain), holding Tax Identification number (NIF) G/31679889 (hereinafter referred to as "**CENER**") and the CLIENT (natural or legal person indicated in the heading of the Offer) may be referred to, individually and indistinctly, as a "**Party**" and, collectively, as the "**Parties**".

2. CONTRACTUAL LEGAL RELATIONSHIP

The contractual legal relationship between the Parties will enter into full force and effect (i) when the CLIENT submits to CENER a notice of acceptance of the Offer, issues an Order request, generates a Purchase Order and/or performs any equivalent action by means of which CLIENT accepts the Offer, and (ii) always provided that CENER confirms its consent to the mentioned CLIENT's request or order, which CENER shall do expressly and in writing, where appropriate.

The Offer will be regulated by the terms and conditions set forth in these General Contract Conditions (hereinafter "**GCC**"), except for those cases expressly nullified, overridden, or amended by the Particular Conditions that must be in writing and signed by the duly Authorized Representatives of the two Parties, CLIENT and CENER. Any discrepancy between what is established in the documents that govern the commercial relationship between the Parties, shall be resolved in the following order of precedence: (1) the Particular Conditions, (2) the Offer document, and (3) the present CENER's General Contract Conditions for Wind Test Laboratory Services.

3. OBLIGATIONS OF CENER

CENER will provide the services described in the Offer dutifully, to the best of its knowledge, for the benefit of the CLIENT and subject to: the provisions of the Offer; the specifications furnished by the CLIENT and specifically incorporated into the accepted Offer; these GCC and CENER's own internal, audited quality procedures. In those cases not contemplated specifically under the CLIENT's specifications, or in the absence of timely response from the CLIENT to CENER's queries, CENER reserves the right to carry out the services under the Offer in accordance with CENER's standard practices. Any addition, elimination, or alteration of the services under the Offer shall require a specific prior agreement between CENER and the CLIENT.

CENER will obtain all permits, authorizations and/or licenses required to use the tools necessary to implement the services included in the Offer, where applicable.

CENER will be responsible for providing all the human resources necessary for the correct performance of the services, and for such personnel to be both suitably qualified and receiving appropriate training to ensure the Offer's targets are met. In this connection, CENER will appoint adequately trained personnel with experience in similar duties to carry out the services.

CENER undertakes to comply with and make its staff comply with the obligations under labor law and regulations, Social Security rules (including in mutual benefit plans/funds and non-discrimination matters) and the legislation on Prevention of Risks and Health and Security in the Workplace.

CENER shall be responsible for any matter concerning organizational, labor, disciplinary and/or social security issues and, in general, for any responsibility that may arise in connection with the personnel appointed to the execution of the services under the Offer. There is no employment relationship and/or contractual relationship between the above mentioned CENER personnel (or the personnel of CENER's subcontractors) and the CLIENT.

In the event that the subject matter of the Offer is an R&D project, the CLIENT declares that it is aware that such projects are subject to considerable

uncertainties stemming from their very own innovative nature, a fact that may involve an increase in the degree of complexity of the R&D projects execution, which could cause a delay in both the projects performance and delivery and an obvious uncertainty about their outcome. Accordingly, the CLIENT acknowledges and accepts that the commitments and obligations undertaken by CENER are the provision of services rather than the delivery of specific results.

4. CLIENT'S OBLIGATIONS

The CLIENT will pay the price for the services in accordance with the payment terms and conditions set out in the Offer.

The CLIENT will provide CENER with all documents, specifications, drawings and resources as specified in the Offer and that are necessary for the Offer's performance. The CLIENT shall provide a timely review and approval of CENER's submissions, so that CENER's performance of its obligations under the Offer is not unreasonably delayed. The CLIENT will collaborate with CENER in the development of the services, facilitating access to the information that CENER may request from time to time.

CENER undertakes to allow the CLIENT and the persons appointed by the CLIENT, such as collaborators or auditors from certifying entities, among others, access to CENER's facilities if necessary for the performance of the Offer and/or to audit CENER's quality control procedures. The access to CENER's facilities shall take place on working days for CENER and during normal business hours, subject to a prior notice and agreement between the Parties. The visit envoys shall at all times comply with the premises' applicable safety and security regulations and shall be subjected to the confidentiality obligations stipulated between the Parties.

The CLIENT is responsible for transport costs, all freight charges, freight insurance, duties, customs brokerage fees, transit taxes and export/import filings for transfer of freight, inbound or outbound, regarding (i) the specimen or device, (ii) materials, (iii) equipment, and/or (iv) any other components necessary for the provision of services as set forth in the Offer.

The CLIENT should strive to inform CENER in advance of any known hazards or dangers, actual or potential, associated with the device to be tested (hereinafter, the "**DUT**"), or any of its ancillaries or auxiliaries.

During the performance of the services and for a period of two (2) years after termination thereof, the CLIENT shall not, directly or indirectly, hire, solicit or entice away or attempt to hire, solicit or entice away any employee of CENER other than with the express and prior written agreement of CENER.

5. PROVISION OF INFORMATION

CENER will provide the CLIENT with the Reports and/or Results referred to in the Offer, in electronic format.

Within a maximum period of ten (10) calendar days, the CLIENT must submit to CENER the CLIENT's comments on the Reports and/or the Results submitted, requesting corrections and/or minor changes to such documents, where appropriate. The absence of any response from the CLIENT within the mentioned ten (10) calendar day period, will be considered as an acceptance of the Reports and/or the Results by the CLIENT, and CENER will invoice the appropriate milestone to the CLIENT.

In any case, regardless of the submission by the CLIENT of the comments described in the previous paragraph and the inclusion of any such corrections and/or minor changes into the Reports and/or Results, CENER will invoice the milestone relevant to the delivery of the Report and/or the Results within a maximum period of two (2) months following the delivery date of the referred Reports and/or Results, when applicable.

6. PRICE

The price for the provision of the services to be rendered by CENER, is established in the Offer, and specifies the expenses that are expressly excluded. The price established in the Offer is net; therefore, Value Added Tax will be added at the statutory current rate, and the CLIENT will also bear any other taxes, duties and levies, bank fees and/or withholding taxes, among others, that may be applicable from time to time.

The price quoted in the Offer is conditional on the timely receipt of: (i) the DUT to be tested in proper and working order, (ii) the related technical information, (iii) materials, (iv) equipment, and (v) support works, as applicable, on the date any such items are required, in accordance with the Offer's schedule, for CENER to be able to initiate the provision of services.

If the Offer is made prior to reception and review by CENER of all the contract's necessary details and information, the prices quoted may be subject to revision. The prices quoted are valid only for the purpose of the specific Offer concerned. All pricing details are budgetary in nature, and may not be utilized as a basis for pricing similar, equivalent, subsequent or repeat orders.

7. BILLING AND PAYMENT

CENER will invoice to the CLIENT the services provided in the form and at the time indicated in the Offer.

Payment will be made by bank transfer to the bank account designated on the invoices issued by CENER.

Any payment due but not paid on time by the CLIENT shall give rise to the payment of a late interest at a rate equal to the three-month (3 month) interbank offered rate (EURIBOR) increased by five (5) percentage points; and shall give CENER the right to suspend the performance of the works until the time the CLIENT pays in full the total amounts overdue. Any collection costs incurred pursuing overdue payments, including legal costs and attorney's fees shall be paid by the CLIENT.

CENER undertakes to implement the Offer using its best efforts and to the best of its professional knowledge and expertise for the benefit of the CLIENT and in compliance with the terms and conditions of these GCC and of the relevant Offer. For clarification purposes, the commitments and obligations assumed by CENER are the provision of services rather than the delivery of specific results, and consequently, CENER will invoice to CLIENT the full price of the tests included in the Offer.

8. MODIFICATIONS TO THE SCOPE

CENER is not obliged to perform any additional services not specified in the Offer, nor repeat testing and /or extend timelines for the provision of services set forth in the Offer.

If after acceptance of an Offer and as a result of new needs and/or unforeseen technical causes at the time of the Offer approval, it becomes necessary to introduce modifications in the works, activities or items/units included in the Offer, and provided that the mentioned modifications: (i) are of an exceptional nature; (ii) their implementation does not prevent the fulfilment of previous commitments undertaken by CENER; (iii) are technically feasible; and, (iv) CENER's facilities and staff are available for the mentioned purposes, then such modifications must be accepted by the Parties. These modifications shall be set forth by the Parties in a written document, that shall detail, where appropriate: (1) the technical description of the modification; (2) the amount that the modification would add up to; and, (3) the new timelines that the modification may require.

The CLIENT shall pay to CENER the full price quoted in the Offer in the following cases, among others: (a) in case the CLIENT decides to reduce the scope of the Test Campaign set forth in the Offer; (b) in case the Tests are completed within a shorter period than that specified in the Offer; (c) in case the CLIENT unilaterally decides to reduce the number of the weeks reserved in

the Offer to perform the Test Services, (d) in case the CLIENT unilaterally decides to cancel the Test Campaign for reasons not attributable to CENER.

If the tests could not be completed before the estimated date due to reasons not attributable to CENER, and the CLIENT decides to desist from continuing the test, the CLIENT shall then pay for the entire Test Campaign as if it had been fully carried out.

9. TEST FACILITY RESERVATION

If the Offer is accepted by the CLIENT pursuant to section 2 hereinabove, the Parties shall agree on (i) the starting date of the Offer's performance, which will depend on the availability of LEA's Test Bench and/or personnel to undertake such works, and (ii) the timelines for the provision of the services entrusted. The reservation of LEA's Test Bench for the timelines agreed by the Parties shall be effective upon payment by the CLIENT of the first down-payment (hereinafter, the "**Reserved Slot**").

Outside the Reserved Slot, CENER will be under no obligation to commit LEA's Test Bench capacity and the resources allocated for the CLIENT, unless when due to negligence, default or wilful intent of CENER. Beyond the Reserved Slot, CENER shall bear no obligation regarding LEA's Test Bench unless the delay in conducting the tests required is attributable to CENER. Notwithstanding the foregoing, if required by the CLIENT, CENER may consider an extension of the reserved period and/or changes to the dates scheduled originally, subject to the availability of LEA's Test Bench.

Should the changes or modifications required by the CLIENT be approved by CENER, such alterations or modifications shall be described in an Annex to the concerned Offer that shall be agreed upon between the Parties. This Annex shall set forth, when applicable, (1) the financial cost of the modification(s), (2) the payment terms and (3) the new schedule caused by the modification.

IN THE EVENT OF DELAYS NOT DUE TO CENER (E.G.: LATE DELIVERY OF THE DUT AND/OR THE DOCUMENTATION REQUIRED TO INITIATE THE TEST SERVICES, SUSPENSION OF THE TESTS SERVICES DUE TO DUT REPAIRS, INCORRECT OR INCOMPLETE SPECIFICATIONS OR CHANGES TO THE QUALIFICATION REQUIREMENTS, FAILURE OR MALFUNCTION OF THE DUT AND/OR SUPPORTING EQUIPMENT, AMONG OTHERS), THE PRICE OF THE OFFER WILL BE ADJUSTED IN RESPECT OF LEA'S TEST BENCH OCCUPANCY AND MANPOWER NOT CONSIDERED IN THE ORIGINAL OFFER QUOTATION AND THE EXTENDED USE OF THE FACILITIES CAUSED BY THE ACCUMULATED DELAY WILL BE CHARGED TO THE CLIENT ON A FAIR AND REASONABLE BASIS. CENER SHALL PROVIDE THE CLIENT WITH A DOCUMENT SUPPORTING THE EXTRA PRICE FOR THE EXTENSION OF THE RESERVED SLOT.

IN THE CASE THAT AN EXTENSION OF THE PERIOD SCHEDULED IN THE OFFER REQUESTED BY THE CLIENT AND/OR IN THE CASE THAT A DELAY NOT ATTRIBUTABLE TO CENER, CAUSE OVERLAPPING PROBLEMS WITH RESPECT TO THE IMMEDIATELY FOLLOWING TESTS SCHEDULED AND THERE IS NO FURTHER AVAILABILITY OF LEA'S TEST BENCH, THEN THE CLIENT WILL HAVE TO REMOVE THE DUT FROM LEA'S TEST BENCH AND WILL PAY, UPON THE DATE OF COMPLETION OF THE TEST SERVICES STIPULATED IN THE OFFER: (I) THE TOTAL OUTSTANDING BALANCE DUE TO CENER FOR THE PERFORMANCE OF THE FULL TESTS SERVICES, AND (II) THE ADDITIONAL COSTS ARISING FROM CARRYING OUT OF THE OFFER, IF APPLICABLE. THE CLIENT MAY CONTINUE, AT ITS SOLE DISCRETION, THE TEST SERVICES ON THE NEXT AVAILABLE SLOT OF LEA'S TEST BENCH. IN THIS CASE, CENER WILL INVOICE THE CLIENT THE COSTS OF THE DUT'S STORAGE AND THE WORKS, SERVICES, AND OTHER ITEMS, AS APPROPRIATE, PENDING FOR THE COMPLETION OF THE TESTS IN PROGRESS, THAT MUST BE FULLY PAID UP BY THE CLIENT PRIOR TO THE DEADLINE FOR THE COMPLETION OF THE TESTS IN PROGRESS, ACCORDING TO THE SCHEDULE DESCRIBED IN THE OFFER, SO THAT

LEA'S TEST BENCH MAY BE RESERVED FOR THE SUBSEQUENT TERMINATION OF THE SUSPENDED TESTS.

If the Tests cannot be completed before the scheduled date due to circumstances attributable to CENER (e.g. DUT repairs causing delays to the Tests Campaign timelines, where the damage to the DUT was caused by CENER during handling), then CENER will use its best efforts to shorten the delays and give priority to the completion of the ongoing Tests before commencing the immediately following tests scheduled for the DUT of a third party. The CLIENT shall not be charged any costs for such delays. However, if the abovementioned delays result unacceptable for the CLIENT, it may terminate the contract. In such case, CENER shall provide the CLIENT with the available results obtained from the performance of the Offer. The CLIENT shall pay CENER for the services actually provided until the termination of the contract. No other penalties or responsibilities shall apply.

10. CONFIDENTIALITY

"Confidential Information" means all information, whether in writing, electronic or oral form, disclosed by one party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) including, without limitation, information of a scientific, technical, financial, legal, fiscal and commercial nature, business models and strategies, "know how", identity and data of prospective clients and/or partners, any kind of projects and operations, whether at a proposal stage or still under consideration, reports, plans, market forecast and data, together with analyses and working documents, compilations, comparisons, tables and studies and, in general, all the information that the Parties may disclose in connection with the Offer's implementation.

For clarification purposes, it should be noted that any result arising out of or derived from the tests to be carried out by CENER shall be deemed to be Confidential Information owned by the CLIENT and subject to CENER's confidentiality obligations, so CENER will not disclose it to any third party.

The Confidential Information shall not be disclosed by the Parties during the performance of the Offer and, furthermore, for an additional period of five (5) years from the date of termination of the Offer. The mentioned five (5) year confidentiality period will not be applicable to trade secrets, the confidentiality of which must be maintained until the time the Confidential Information becomes generally available to the public without any breach of the obligations of the Receiving Party. The Disclosing Party shall indicate to the Receiving Party any cases where the information provided is a Trade Secret.

The following shall not be considered Confidential Information:

- Information that was in the public domain at the time of being revealed;
- Information that, after its disclosure, was published or otherwise became in the public domain, but not by a breach or default by the Receiving Party;
- Information that at the time of revelation, was already in the possession of the Receiving Party;
- Information that after its disclosure, was received from a third party legally entitled to reveal such information; or
- Information that was independently developed by the Receiving Party without resorting to or making use of the CLIENT's Confidential Information.

In addition, either Party may disclose the other's Party Confidential Information, when required to do so by law or by a court order.

The Receiving Party undertakes to use such information exclusively within the framework of the execution of the Offer, and, consequently, shall be responsible for any damages that the Disclosing Party may suffer from the Receiving Party's failure to comply with the foregoing obligations of confidentiality and restriction of use.

Upon completion of the tests under the Offer, the CLIENT may request the return and/or destruction of the Confidential Information by means of a

written communication to CENER. Within a period of thirty (30) days following receipt of the CLIENT's request notice, CENER will return and/or destroy all Confidential Information, including all copies and reproductions (either in electronic format or in written form) held by CENER or by CENER's suppliers and/or subcontractors. At the CLIENT's request, CENER will declare in writing that the return and/or destruction of the Confidential information has been completed.

The CLIENT authorizes CENER to make use of generic information regarding the contracted services, provided that such information in no event shall include information of a sensitive, strategic and/or confidential nature. CENER is also authorized to use or refer to the CLIENT's company name, trademark, or trade name in order to demonstrate CENER's technical and/or professional capability to third parties.

CENER reserves the right to use information obtained from the contracted services and works carried out by CENER for research and development purposes, provided such information will be published on an anonymous and aggregate basis and, furthermore, on the express condition that such use and publication will not allow conclusions to be drawn regarding the CLIENT's DUT. The use of the name CENER or CENER's registered trademarks for any kind of advertising purposes is not permitted without CENER's prior written authorization.

11. LIABILITY

The CLIENT agrees that CENER's sole obligation is to conduct the Test services in a professional manner, exercising a reasonable degree of care, consistent with the standard practices in the engineering and testing services industry, and to report the results thereof; all the foregoing in compliance with the Offer, the applicable specifications and the instructions received from the CLIENT.

CENER will be liable to the CLIENT for any damages that CENER (or the persons that CENER is liable for, whether by law or by contract) may cause to the CLIENT and that result from, arise out of, or derive from any action or omission by CENER (or by any of the abovementioned persons), breaching CENER's obligations, through gross negligence or willful intent.

CENER shall not be liable for loss, damage or destruction of CLIENT's Property, caused by the performance of the Tests or associated activities (i.e. breakage of the CLIENT's Blade), except for, and only in proportion to the extent that such loss, damage or destruction is caused by or results from CENER's gross negligence or willful misconduct, nor shall CENER be liable for any loss, damage or destruction due to the accidental malfunction of CENER's equipment.

"CLIENT's Property" as defined herein, includes but is not limited to: any CLIENT owned, leased, borrowed or hired property (i.e. blades, materials, equipment, and components); any CLIENT's Property provided to CENER; any property acquired by CENER for the performance of the Offer, when applicable; and, any similar property of the CLIENT's subcontractors likewise provided to CENER.

The supply of any CLIENT's Property at CENER's facilities will not involve a transfer of ownership of the CLIENT's Property to CENER. The CLIENT will retain full ownership of the CLIENT's Property that will remain at all times under the custody, care and main insurance coverage of the CLIENT. For this purpose, the CLIENT shall take out and maintain, at the CLIENT's own cost, an insurance policy with a recognized insurance company to cover the value of the CLIENT's Property.

CENER shall not be liable for any loss, damage and/or destruction of the CLIENT's Property when it is on CENER's premises, even if such loss, damage and/or destruction of CLIENT's Property takes place during storage, preparation for shipment, mounting and/or demounting.

CENER shall not be responsible for errors or omissions, or consequential effects of such errors or omissions, due to the CLIENT's supplied or approved procedures, specifications, or other information supplied by the CLIENT. CENER

shall not be responsible for incompatibility of any materials, specifications or test specimens supplied and not properly checked out by the CLIENT. Upon obtaining the CLIENT's approval for any documentation, data, procedures, specifications and/or other information provided by CENER to the CLIENT, any such documentation, data, procedures, specifications and/or other information shall be deemed as an instruction supplied by the CLIENT and shall relieve CENER of any liability relating thereof.

The CLIENT shall bear the costs of the damage caused to CENER's equipment and/or instrumentation due to breakage of the Blade not attributable to the negligence of CENER when conducting the Test Services commissioned. Should the CLIENT be responsible for damages arising from a breakage of the Blade, the CLIENT's total liability shall then be limited to: (i) the documented and reasonable costs and expenses strictly necessary to replace CENER's damaged equipment and/or instrumentation; and, (ii) the costs of the services outsourced necessary for the replacement of CENER's damaged equipment and/or instrumentation.

CENER DOES NOT WARRANT, ENDORSES OR MAKE REPRESENTATIONS AS TO THE SUITABILITY OF ANY ITEM TESTED OR PROVIDED FOR ANY PARTICULAR OR INTENDED PURPOSES. THE TESTS PERFORMED ARE NOT A GUARANTEE FOR OR AN APPROVAL OF THE DUT.

The CLIENT acknowledges and understands that there are unknown hazards associated with the goods and services provided under the Offer and these GCC, which CENER cannot safeguard against.

CENER's total aggregate liability towards the CLIENT arising from or related to a specific Offer in relation to all claims, compensations and indemnities for damages shall be limited to a maximum amount of one hundred per cent (100%) of the Offer Price, except for those cases arising out of willful misconduct or gross negligence.

In the event of contributory fault by both Parties or in case of a third party's fault contributing to the damages, the liability of each Party shall be proportional to their respective degree of intervention.

Liability for special, indirect, incidental and/or consequential damages caused by one Party to the other is excluded (in particular, loss of production, loss of exploitation, loss of earnings and loss of profits and, in general, any indirect damages that any Party may have suffered are expressly excluded).

The waiver of any term, provision or condition set forth in these GCC and/or the Offer, or the consent given with respect thereof, shall be effective only when in writing and bearing the signature of the waiving Party or the Party granting its consent, as the case may be; and, in the latter case, such consent shall be understood to be applicable to the particular event and purpose for which it is provided for, only.

Failure or delay by one of the Parties to exercise a right, power, or privilege under these GCC and/or the Offer shall not operate as a waiver thereof, nor shall the partial or occasional exercise of such rights, powers or privileges exclude subsequent exercises thereof or any other right, power or privilege.

12. CLAIMS

CENER has a complaint management procedure to respond to CLIENTS' claims. A detailed description of this process will be provided at the CLIENT's request.

13. FORCE MAJEURE

Neither Party shall be held liable for breach of its obligations under the Offer, to the extent that due performance thereof is prevented, hindered or delayed by reason of a Force Majeure event.

The following shall be considered as Force Majeure events: events or circumstances beyond the control of the Parties, as well as other situations or occurrences that were unpredictable or, if predicted were inevitable, including in particular but without limitation, natural disasters or catastrophic events such as epidemics, pandemics, nuclear accidents, fires, floods, typhoons, earthquakes, wars, riots, sabotages, revolutions, declarations of state of alarm

or emergency by the applicable authority. In particular, it is expressly established that any declaration of the state of alarm or emergency by a relevant authority that implies mobility restrictions that make it impossible for CENER's personnel to provide the services described in the Offer, where applicable, shall be considered an event of Force Majeure.

The occurrence of a Force Majeure situation will be communicated to the other Party as soon as possible, from the time the informing Party becomes aware of its existence. Each Party shall use its best efforts (provided they are reasonably feasible and/or available) to prevent or mitigate the effects of a Force Majeure event, as well as to ensure continuing or resuming the execution of the Offer. In these cases, the deadlines set for the completion of the obligations shall be extended for a period of time equivalent to the period of suspension of performance of the Offer because of the Force Majeure event.

If a Force Majeure event affecting all the obligations, or a significant portion of such obligations, of one of the Parties in connection with the Offer, continues uninterrupted for a time period longer than six (6) months, the Party not affected by such Force Majeure event will have the right to terminate the Offer by serving the affected Party a fifteen (15) calendar day termination notice. Termination of the Offer, where applicable, shall not exempt the Parties from the fulfillment of their obligations undertaken prior to the Force Majeure event.

14. TERMINATION

The Offer may be terminated in the following cases:

- a) At the request of either Party, in the event of a material breach or default (in whole or in part) of the obligations set forth in the Offer by the other Party when such breach or default is not remedied, if capable of remedy, by the defaulting Party within a period of twenty (20) calendar days after receiving a notice by the complying Party requesting remedy of the breach or non-compliance. For the purposes of this section, the accumulation by the CLIENT of an aggregate penalty for delay equal to or greater than ten per cent (10%) of the total Offer value, and the non-renewal of the bank guarantees on maturity if required, shall be both considered as a breach or default, among others.
- b) By mutual agreement of the Parties, that must be in writing and executed by the legal representatives of both Parties and set forth the specific terms and consequences of such termination.
- c) By unilateral decision of the CLIENT to cancel the Test Campaign for reasons not attributable to CENER, that must be communicated in writing to CENER.

Expiration and/or early termination of the Offer performance Party's rights accruing at or prior to the time of such expiration or termination. Neither expiration nor early termination of the Offer performance shall relieve the Parties of any obligations incurred prior to such expiration and/or early termination. In particular, the cases of early termination indicated above, shall have the following effects:

- In the case **a)**, the breaching Party shall be obliged to compensate the non-breaching Party for any damages arising out of or in connection with the mentioned Offer breach or default.
- In the case **b)**, the CLIENT shall pay CENER any and all amounts that are due and owed and reimburse CENER for all the costs incurred by CENER, prior to the termination of the Offer, that were directly attributable to the Offer. The same shall apply to the case provided for in paragraph a) above where the CLIENT is the defaulting Party.
- In the case **c)**, the CLIENT shall pay CENER the full price quoted in the Offer and any costs incurred by CENER. No discount will be made except when another client uses LEA's Test Bench within the Reserved Slot. In such a case only, CENER may consider, at its entire discretion, a reimbursement of the costs for the use of LEA's Test Bench, personnel and power availability.
- In addition, in cases **a)**, **b)** and **c)**, upon reception by CENER of an early termination notice of an Offer by the other Party, CENER will

stop all services in connection with the Offer and use all the means at its disposal to cancel any pending orders and subcontracts, and from that moment on CENER will restrict its activities to the performance of the services necessary to preserve and protect the works in progress and any matter that may be related thereto.

15. REPORTS

The report(s) that may be issued with regard to the execution of the Offer do not fall within those provided for in article 335 of the Spanish Civil Procedure Law (Ley de Enjuiciamiento Civil) which are of a different nature; and, consequently, the report(s) shall not be used in any judicial, arbitral or administrative proceedings unless with the prior written authorization of CENER, which, furthermore, shall be of an strictly personal nature and for the exclusive use of the CLIENT solely.

16. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

In providing the services described in the Offer, CENER will not infringe, whether by gross negligence or willful misconduct, any intellectual property and/or other proprietary rights owned by third parties.

The intellectual property and/or other proprietary rights owned respectively by each Party prior to the acceptance of the relevant Offer shall remain the property of that Party, unless otherwise provided in the mentioned Offer or in the Particular Conditions annexed to the Offer that the Parties may agree on.

All modifications, developments and/or enhancements of CENER's methods, systems, tooling and/or equipment, generated or resultant from the performance of the Offer for the CLIENT, whether protectable or not according to intellectual property law and regulations, shall be owned entirely by CENER, unless otherwise expressly provided in the Offer, and shall be subjected to confidentiality obligations pursuant to section 10 hereinabove.

All the Tests Reports, any documentation, data and/or Test results arising out of or deriving from the performance of the commissioned tests under the Offer shall be owned by the CLIENT.

Any invention, intellectual creation, know-how, document or any other type of information or documentation of an intellectual, technical, or technological nature, whether protectable or not under intellectual property law and regulations, owned by the CLIENT, and that is provided by the CLIENT to CENER by reason of implementing the Offer, shall be deemed as the exclusive property of the CLIENT.

If the performance of the Offer requires, however, the granting of a license to use any kind of material and/or element and/or information subject to any of the intellectual property and/or other proprietary rights mentioned above by either Party, such license shall be deemed to have been granted solely to the extent and for as long as is strictly necessary for the performance of the Offer only.

Nothing in the Offer shall grant any Party any rights in trademarks, patents, or any other intellectual property and/or other proprietary rights owned by the other Party, except as expressly provided herein.

17. INDEPENDENCE OF THE PARTIES

Any works performed by CENER shall be in CENER's capacity as an independent contractor and this document will not in any circumstances be interpreted as creating a joint entity, partnership, a *de iure* or *de facto* association, an agency, or an employee/employer relationship between the Parties.

Neither Party shall have the right or authority to bind the other, in any way, beyond the provisions of the Offer and these GCC.

18. SUBCONTRACTING / OUTSOURCING

CENER may outsource consultancy or specialized technical services from third Parties for the completion of CENER's activities in such fields as CENER may require by hiring subcontractors having the necessary proven specific

competences, and provided that the confidential nature of the works carried out is preserved.

No contractual and/or employer-employee relationship will exist between the CLIENT and CENER's subcontractors in connection with the performance of the Offer. CLIENT shall be free from any contractual obligations or liabilities towards any subcontractor or the subcontractors' personnel for any claim.

19. ASSIGNMENT

Neither Party may assign or transfer to third parties, excluding their affiliates, any right or obligation arising from the relevant Offer, without the express written consent granted in advance by the other Party.

20. SEVERANCE OF TERMS

If any provision of these GCC becomes invalid, illegal, or unenforceable under any rule of law or is declared invalid, void, or unenforceable by any court, arbitrator or administrative authority, the contracting Parties shall endeavor to replace the defective provision(s), by one or more provision(s) that will have similar effects to pursue the intended goals meant by the Parties for the performance of the Offer.

21. REGULATORY COMPLIANCE AND BUSINESS ETHICS

The Parties undertake that, during the term of the contractual relationship, they will act at all times with the highest degree of diligence, good faith and business ethics, strictly complying with all applicable laws and, in particular, with the rules and regulations on crime prevention, anti-corruption, money laundering, data protection, anti-trust and fair competition, and any other applicable legal or regulatory provisions.

CENER represents that it has implemented a Corporate Compliance Program, in accordance with the regulations in force, the purpose of which is to prevent the commission of criminal offences and promote a culture of regulatory compliance and ethical conduct.

The CLIENT acknowledges that it is aware of, accepts and undertakes to comply with, throughout the term of this Agreement, and to ensure compliance by its directors, employees, agents, subcontractors or any third party acting on its behalf, all the principles, values, standards of conduct and obligations set out in CENER's Code of Ethics, which is available on its website (www.cener.com) and is an integral part of CENER's Corporate Compliance Program.

The CLIENT acknowledges that the Code of Ethics is a mandatory rule and that its purpose is to guarantee a culture of integrity, legality, prevention of criminal conduct and ethical behaviour within the framework of its contractual relationship with CENER. The CLIENT must abide by any updates to the Code of Ethics from the date on which CENER publishes or makes them available.

The CLIENT undertakes to strictly comply with current legislation in any actions it takes in relation to the Offer, and will avoid any practices that are fraudulent, illegal or that could constitute a criminal offence. Likewise, the CLIENT will take the necessary measures to ensure that no person under its control engages in any actions that may violate any applicable criminal, administrative, labour, tax, environmental or other regulations in force.

The CLIENT undertakes to act in accordance with the principles of integrity, transparency, loyalty, good faith, and respect for the dignity of people.

The CLIENT declares that it will not use forced or child labour, that it will respect the principle of equal opportunities and that it will guarantee a safe and healthy environment for the parties involved in the performance of the Offer, rejecting any form of violence, abuse, discrimination, or harassment.

The CLIENT undertakes to refrain from engaging, directly or indirectly, in any conduct that could be considered corrupt, dishonest, improper, or irregular, including:

- To offer, promise, grant, solicit or accept unjustified advantages or benefits;

- To make payments, give gifts or compensation for the purpose of expediting administrative, judicial, or commercial procedures or ensuring or influencing their outcome;
- To engage in money laundering, influence peddling, bribery, or any other unlawful conduct.

Complimentary gifts or courtesy presents will only be acceptable when they are in line with local traditions or social customs and do not compromise the independence, objectivity, or integrity of the parties.

The CLIENT must avoid any situation in which their personal or business interests may conflict with those of CENER. In the event that a conflict of interest exists or may exist, the CLIENT must immediately notify CENER so that appropriate action can be taken.

The CLIENT undertakes to provide truthful, complete, and accurate information in all its communications with CENER, with particular regard to financial, contractual, and technical matters.

The CLIENT declares that it will not withhold, manipulate or distort relevant information and that it will guarantee the lawful origin of the funds or payments related to the Offer.

The CLIENT undertakes to comply with applicable environmental regulations and to adopt responsible practices that minimise the environmental impact of their activity, following the standards and guidelines that CENER may establish in this regard.

The CLIENT shall notify CENER, through the Internal Reporting System and/or any other channel that CENER may establish, of any indication or finding of actions in breach of the Code of Ethics, CENER's internal rules or applicable law, identified within the framework of the contractual relationship.

Failure to comply with any of the obligations set out herein shall be considered a material breach of the General Terms and Conditions of Contract, giving the non-breaching Party the right to terminate the contractual relationship with immediate effect, without prejudice to the exercise of any legal actions to which it may be entitled to claim any damage or loss that such breach may have caused it.

22. PERSONAL DATA

CENER complies with current law on the protection of personal data and will ensure the correct and proper use and processing of the CLIENT's personal data. CENER guarantees the confidentiality of the personal data provided by the CLIENT and its automated processing in accordance with current legislation.

Acceptance of the Offer is considered as an affirmative, unambiguous act by which the CLIENT gives his explicit consent to CENER to process the personal data that CLIENT provided CENER with for the preparation of the Offer and, where appropriate, those data that CLIENT may provide within the framework of the provision of the contracted services, for the following purposes:

- Providing the services that the CLIENT entrusts to CENER, including the preparation of budgets, quotes, and offers.
- Sending the CLIENT commercial communications related to the activities and services offered by CENER and that fall within the reasonable expectation that the CLIENT may be interested therein, taking into consideration the services previously contracted. The data handling described in this paragraph will cease if the CLIENT objects to further use of its data for this purpose.
- Administrative management of the contractual relationship between the Parties, including billing of CENER services.

The CLIENT data will not be transferred to third parties without the express consent of the CLIENT, subject to the exceptions provided for in the law and specific regulations that establish otherwise, as a legal obligation for the fulfillment of purposes directly related to the legal relationship between the

Parties.

CENER reserves the right to cease the provision of services for any CLIENT who has provided false data. The CLIENT shall be solely responsible for any damages caused to CENER or any third party arising out of or in connection with the provision of false, inaccurate, incomplete, or outdated data.

The CLIENT's personal data will be treated with the appropriate degree of protection in accordance with the laws and regulations applicable from time to time, and CENER will take any necessary security measures to prevent its alteration, loss, misuse, or unauthorized access by any third party.

The personal data provided by the CLIENT will be kept for the duration of the legal relationship between the Parties and, furthermore, until the end of any mandatory terms arising from the fulfillment of legal obligations, including the periods of limitation for liability, if any, that could affect CENER in connection with the services carried out.

The legal basis that enables CENER to process the CLIENT's data is the performance by CENER of the services entrusted by the CLIENT as a result of the latter's acceptance of the Offer. Therefore, the legality of CLIENT's data processing by CENER is based on the need of such processing for the proper performance of the Offer. The legality of CLIENT's data processing for sending of commercial communications by CENER is based on the legitimate interest of CENER in accordance with Article 21.2 of Act 34/2002, of July 11th, de *Servicios de la Sociedad de la Información y de Comercio Electrónico de España* (Services of the Information Society and Electronic Commerce of Spain).

The CLIENT may exercise its rights of access, rectification, deletion, limitation, portability and/or opposition to the processing, use and transfer of the CLIENT's data, by means of a written notice sent to the electronic address protecciondatos@cener.com, to which a copy of the CLIENT's ID must be attached. Upon receipt of any such request notice, CENER will respond as soon as possible.

If the CLIENT wants more information about the rights that it may exercise and/or wishes to have access to models of forms for the exercise of these rights, the CLIENT can visit the website of *Agencia Española de Protección de Datos* (Spanish Data Protection Agency) at www.agpd.es. Furthermore, the CLIENT has the right to submit a complaint to *Agencia Española de Protección de Datos* (Spanish Data Protection Agency) in the event CLIENT considers that there is a problem with the way in which the CLIENT's personal data are being processed.

23. ELECTRONIC SIGNATURE

In the event that the signature of the documents is collected by means of an electronic mail delivered through a "pdf" format data file or by a digital signature supported by an electronic certificate, the above mentioned signatures shall create a legally valid and binding obligation for the signatory's party (or on whose behalf such signature is executed) with the same force and effect as if such "pdf" file or digital signature were an original handwritten signature.

24. LEGISLATION

The Offer shall be governed by its own terms, these GCC, the Particular Conditions, if applicable, and, otherwise, by the laws of the Kingdom of Spain.

25. JURISDICTION

The Parties expressly agree to refer any dispute, controversy, discrepancy, question, or claim resulting from or relating to, directly or not, to the performance or construction of the Offer to the Courts and Tribunals of the city of Pamplona (Navarre, Spain), to which the Parties expressly submit, excluding and waiving any other jurisdiction that they may resort to or that may be applicable.