

GENERAL PURCHASING CONDITIONS

1. ACCEPTANCE OF THE PRESENT PURCHASING CONDITIONS:

The present General Purchasing Conditions void and replace any other condition contravening the same unless otherwise agreed by the parties. The acceptance of the present order by means of order confirmation, shipment of materials or any other measure shall be understood as having been made without reservations or conditions and as solely being subject exclusively to the clauses and conditions of this order unless the parties agreed otherwise. The acceptance of the present order is binding as far as full compliance with these General Purchasing Conditions is concerned.

2. ORDER ACCEPTANCE: In order to be valid, the orders must be placed exclusively in writing, e-mail or any other e-business platform agreed upon by both SICE and Supplier. The Supplier must provide confirmation of the receipt and acceptance of the order by returning a duly signed and sealed copy thereof within 10 days' time. SICE will not pay the amount of any invoices submitted by the Supplier until it receives the confirmation and the delivery of the order. SICE will pay the invoiced amount within 30 days of receiving such confirmation or as otherwise agreed in the Purchase Order Particulars.

3. OBSERVANCE OF THE LAWS IN EFFECT: The Supplier and any person furnished thereby shall fulfil that which is set forth all other applicable laws, ordinances and regulations, including the identification and obtaining of the necessary permits, certificates, approvals and inspections. The Supplier shall compensate SICE and the customers thereof for any loss or damage resulting from any default thereon.

4. FORCE MAJEURE: None of the parties hereto shall be held liable for default on their contractual undertakings insofar as the fulfilment of such obligations were to be delayed or were to be made impossible due to reasons of Force Majeure such as is defined in this General Purchasing Conditions, which shall be notified within a maximum 48-hour period. SICE may decide to either:

- Cancel the order.
- Leave part or all of the order pending, resuming the filling of the order once the cause of force majeure were to cease to exist.

Force Majeure means any of the following events that is beyond the reasonable control of the parties: fire, flood, earthquake, cyclone, explosion, war, invasion, civil unrest, terrorism, ionising radiation or radioactive contamination from nuclear waste.

5. PRICES – TAXES: The prices are fixed and are not renegotiable. Any change in the present order must be confirmed in writing by SICE by e-mail or other e-business platform, by means of the pertinent addition to the order.

All of the taxes and levies which may be charged with regard to this order shall be the responsibility of the Supplier with the exception of those amounts charged for the GST.

6. DELIVERY TIME: The delivery time stipulated on the Purchase Order Particulars is set and final, must mandatorily be met and cannot be delayed without the prior written consent (or by e-mail or other e-business platform) of SICE. Time is of essence.

7. PENALTY FOR DELAY: Without detriment to the rights to which it is entitled under law and those expressly acknowledged on this order, in the event of delay in the delivery times, SICE may demand payment on the part of the Supplier of the sums specified in the Purchase Order Particulars per day of delay or any fraction thereof up to a maximum specified in the Purchase Order Particulars.

8. QUALITY CONTROL – TESTING AND INSPECTIONS: The Supplier shall conduct the necessary quality control inspection checks and tests on the materials and finished products at its own expense, including provision of resources and equipment as necessary. Those inspection checks revealing the need of testing, checks and trials shall

be made available to SICE and/or the agents thereof whenever requested. SICE reserves the right to inspect, at no additional charge, the manufacture, trials and running tests necessary for the gauging, inspection or tests which the inspectors of the Supplier wish to conduct for the purpose of assuring the quality of the equipment/materials.

The Supplier shall provide SICE with a five-day advance notice of any test or acceptance, and will facilitate access to his installations. The attendance or not of the tests and the supervision of the quality control measures SICE might conduct shall not release the Supplier from its responsibilities with regard to the quality of the product in question.

9. ASSIGNMENT: The Supplier may neither assign nor transfer the order nor any of the rights or obligations stemming therefrom without the prior written consent (or by e-mail or other e-business platform) of SICE.

10. SUBCONTRACTS: The Supplier may not subcontract the content of the order in part or in full without the prior written consent (or by e-mail or other e-business platform) of SICE.

11. LEGAL REQUIREMENTS: In the process of filling this order and fulfilling this contract, the Supplier shall act as an individual, independent corporate body and in no case as the agent of SICE. The personnel of the Supplier shall in no case be considered as employees of SICE.

12. PATENTS: The Supplier shall safeguard from all liability and shall defend, free of charge to SICE and to third parties who use the material and/or equipment comprising the object of the order from any claim or action due to a violation of patents, patent royalties, Copyrights or trademarks resulting from the use or sale of the aforesaid material and/or equipment.

13. INTELLECTUAL PROPERTY: The Supplier grants (and must procure that relevant third parties grant) SICE an irrevocable, perpetual, royalty-free, non-exclusive, worldwide and transferable (including sub-licensable) licence to exercise all Intellectual Property Rights in the goods and services supplied, for any purpose of SICE.

The Supplier warrants that the use of the Intellectual Property Rights licensed under clause 13 pursuant to the terms of this General Purchasing Condition does not and will not infringe the Intellectual Property Rights of any party; and Supplier is able to grant the licences granted in clause 13.

14. MORAL RIGHTS: The Supplier grants SICE an unconditional and irrevocable waiver of all moral rights in all work produced by the Supplier in the course of the supply of the goods and/or services in accordance with these General Purchasing Conditions to which it is or may become entitled, to the extent permitted by law.

The Supplier consents and authorises SICE, in relation to all work produced by the Supplier in the course of the supply of the goods and/or services in accordance with these General Purchasing Conditions, to:

- a) Fail to identify the Supplier as the author of the work;
- b) Falsely attribute another person as the author of the work; and
- c) Subject the work to derogatory treatment.

15. DOCUMENTS, CONFIDENTIALITY: All of the drawings, designs and specifications furnished by SICE or provided in relation to any project in which SICE is involved must be treated as confidential and must not be lent to third parties, copied or used for any other purpose than that of making the supply without the prior written consent of SICE.

16. OBLIGATIONS OF A LABOR-RELATED NATURE: No sort of employer-employee relationship of any type exists between the personnel employed by the Supplier and SICE. SICE shall not be jointly liable for the obligations as an employer on the part of the Supplier, who shall be the sole person responsible to the Government, the Courts

and the personnel employed thereby.

Notwithstanding that which is set forth under the immediately preceding paragraph hereinabove, in the event of SICE being jointly liable in enforcement of any laws in force for the payment of the personnel assigned, the Supplier hereby authorizes SICE to make the same on its behalf and on its account for the sums withheld and pending payment at that point in time, on this or on any other job which it might have contracted, all of which shall be without dismissing the possibility of this situation being due cause for the cancellation of this purchase Order and General Purchasing Conditions.

The Supplier agrees to respect all labour rights of its personnel and comply with all applicable employment and labour related laws and regulations and convey these principles to its employees and partners.

17. HEALTH AND SAFETY: The Supplier and personnel thereof shall be liable for adopting and complying with the health and safety standards required under the laws in force and those specifically required for the works and services required.

Breach of this clause shall entitle SICE to take the fitting measures by deducting the total amount resulting therefrom from the invoices issued (set off right).

18. INSURANCE: The Supplier shall take out and keep, at its own expense, throughout the full length of time stipulated for the filling of the purchase order, the insurance to cover any loss which work and/or services under contract and the equipment/materials supplied by SICE may sustain. The insurance policies to cover all services and/or works to be supplied for an amount not less than the amount specified in the purchase order in respect of any claim.

The Supplier shall release SICE from any claim due to death or accident of its own employees as well as of those involving third parties related to damages to the property which are caused or result from accidents, acts or omissions on the part of the Supplier or from the faults in the guarantees included under Clause 19 herein below.

19. COMPENSATIONS: The Supplier shall compensate SICE from any loss, financial liability or fine in which it may incur due to breach of legal regulations in the process of filling the order.

20. INDEMNITY: The Supplier agrees to indemnify SICE for any loss, damage, claim, action or expense suffered as a result of the Supplier's failure to deliver the goods and/or services in accordance with this General Purchasing Conditions.

21. CANCELLATION: SICE may cancel the order in part or in full as it is entitled to do under his clause without incurring in any expense solely by furnishing the Supplier with written notice thereof (or by e-mail or other e-business platform) in any of the following cases:

- a) Default on the part of the Supplier of any of the clauses of this Order.
- b) Default regarding the stipulated delivery/completion dates.
- c) Default on the employment-related obligations, violation of the health and safety regulations or regarding the obtaining of the certifications or homologations which were to have been contractually required thereof.
- d) The extinguishment of the legal status of either of the parties.
- e) The bankruptcy or suspension of payments of either of the contracting parties, without detriment to whatever rights and actions to which each one thereof may have recourse.
- f) The mutual consent of the parties for the purposes stipulated thereunder.

22. WARRANTY: The Supplier warrants SICE that the materials or services of any type which are supplied under this order:

- a) will be free of assembly, design, material or manufacturing defects, or software programming errors, for a period of two years immediately

following the delivery thereof.

- b) Will be new and top quality.

- c) Will be fit for their usual purpose, or any other purpose disclosed by SICE in the order.

23. MATERIALS DELIVERY: All of the deliveries shall be made with sufficient packing to the address stipulated on the order and within the time periods covenanted.

All of the goods shall be delivered in conjunction with the pertinent delivery notes, one per order, including a copy of the parcels or packages.

The delivery notes shall state the number of parcels, dimensions, gross and net weights and shall describe the goods using the same description as on the order and shall indicate the quantities, stock numbers, order number and code or drawing number, as may be pertinent.

Likewise, each parcel must be marked on the outside with a label or in indelible ink where the order number is stated and shall include a list of the contents inside.

SICE may reject any goods that it considers do not provide the features or meet the specifications required on the order or the documents comprised therein, the Supplier not being entitled to lodge any claim whatsoever against such a decision.

Said materials shall be returned to the Supplier or picked up immediately thereby, said Supplier being responsible for paying all of the expenses resulting from the return and replacement.

When the point of destination is not the legal address of SICE, the Supplier shall send a photocopy of the delivery note duly approved by the accepting party to SICE legal address.

24. REJECTED MATERIAL: Returned or rejected materials, price differences, errors etc., will be normalised via credit notes from the Supplier. However, any invoice affected by a credit note will be retained until receipt of the credit or returned, if this has not been received within a short period of time. Replacement of material will generate a new delivery note and new invoice from the Supplier. SICE reserves the right to return left over material from each order provided that the material and packaging are in perfect condition, as received from the Supplier. The value of the order will be normalised in accordance with agreed prices and discounts.

25. REPLACEMENT PARTS: The Supplier guarantees the supply of replacement parts for a minimum ten-year period or as otherwise stated in the Purchase Order Particulars.

26. ADVERTISING: No reference, description or use shall be made as an illustration for advertising purposes of any of the materials comprising the object of this order without the prior written consent of the SICE.

27. RISK: Title and the risk of loss of the material due to causes other than those giving rise to the furnishing of the guarantee shall be conveyed to SICE with the delivery and acceptance on the part thereof of the goods comprising the object of this order.

28. ENVIRONMENTAL MANAGEMENT: The Supplier will comply with environmental and other legal requirements of the final customer or SICE and will handle all waste related to the Supply.

29. CORPORATE COMPLIANCE PROGRAMME: The Supplier hereby commits and undertakes to comply with ACS Code of Conduct, ACS Code of Conduct for Business Partners and Criminal and Anti-bribery Compliance Policy of the SICE TyS Group, published on the SICE TyS Group website (<https://www.sice.com/en/about-sice/corporate-compliance-program>) and with the anti-corruption and corporate compliance clauses included in Annexure 1 of this document.

30. **PERSONAL DATA PROTECTION:** The measures regarding personal data protection are set out in Annexure 2 of this document.

31. **JURISDICTION:** This General Purchasing Conditions is governed and construed in accordance with the laws applicable in Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to the Contract.

32. **DISPUTE RESOLUTION:**

a) If any dispute arises under or in connection with this General Purchasing Conditions, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute in good faith.

b) If the dispute cannot be resolved by negotiation then the matter must be referred to arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Rules. The seat or arbitration will be Melbourne and the language will be English. The number of arbitrators will be one.

Annexure 1

"CORPORATE COMPLIANCE"

28.1 The Supplier hereby undertakes and warrants that the Supplier; its subsidiaries; any other entity which it controls, either directly or indirectly; the representatives, managers, officials, managers, employees, advisors, and/or collaborators thereof; its subcontractors (including the managers and employees thereof); and any third party that intervenes in this Agreement on behalf of, at the request of or with the authorization, implicit or explicit, of the Supplier shall render their services and/or carry out their work duly complying with the regulations, laws and judicial decisions or those of any public authority that may be applicable, as well as in accordance with good international commercial practices and customs.

Neither the declarations nor any of the contents of this Agreement, imply, under any circumstances whatsoever, any authorization, whether implicit or explicit, to the Supplier, on the part of SICE or SICE Group Company TyS indirectly, to use unlawful methods to secure or conserve the Agreement or the projects/contracts related thereto or any other benefit whatsoever.

By virtue of the foregoing, the Supplier hereby undertakes to act and to compel the natural and/or legal persons aforesaid to act in full compliance with the legislation on compliance, anti-corruption and anti-bribery, existing in Australia, including without limitation State, Territory and Commonwealth Criminal laws, to the extent applicable to the Goods and Services to be carried out by the Supplier and existing in Spain and in countries belonging to the European Union pursuant to Article 29 of the Treaty on the European Union, to the Convention on the protection of the European Communities' financial interests (1995) and to the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (1997), and in the countries of the rest of the world (for illustrative and non-limiting purposes only), the United Nations Convention against Corruption of 1st October 2003, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17th December 1997, the United Kingdom's Bribery Act (2010), the US Foreign Corrupt Practices Act of 1977, etc.). Consequently, the Supplier shall hold SICE and SICE Group Company TyS harmless from any claim, loss or damage it may suffer as a result of its failure to comply with the duties derived in this undertaking.

Likewise, the breach of the terms of this clause by the Supplier shall constitute, without prejudice to other rights and remedies that SICE may have, a reason to terminate this Agreement, at the request of SICE.

SICE Group Company TyS holding company of SICE has set up an

ethical or complaints channel so that anyone who has knowledge or a reasonable suspicion of any type of infraction or illegal action can communicate it through the following e-mail address: canaletico@gruposicetys.com or the postal address: Canal de Formulación de Denuncias, Grupo SICE TyS, Calle Sepúlveda, 6, (Pol. Ind.) - 28108 Alcobendas. Madrid. Spain. Both addresses also appear on the company's website for these purposes. (<http://www.sice.com/en/about-sice/corporate-compliance-program>).

Annexure 2

"PERSONAL DATA PROTECTION"

SICE and the Supplier hereby acknowledge that the personal data protection regulations establish an array of obligations in the processing of personal data, and therefore hereby undertake to comply with the aforesaid regulations as far as applicable to each one of them.

Specifically, the Supplier, on occasion of the supply/provision of the services covered by this order, hereby undertakes to inform its employees, collaborators and subcontractors of the obligations of confidentiality regarding the information and data of SICE to which they may have access to in connection with the execution of this order.