

## GENERAL CONDITIONS OF PURCHASE

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### 1. GENERAL ASPECTS

These General Conditions of Purchase, hereinafter referred to as "GTC", cancel and replace the general conditions issued prior to this date, any previous agreement in force between the Parties (unless their applicability is expressly agreed) as well as any other general conditions of the Supplier, regardless of the date of their preparation or adoption.

For the purposes of these General Conditions, the company THERMOWASTE, S.L. with registered office at Cal Ros dels Ocells 7, Polígono Industrial Coll de la Manyà, in the town of Granollers, province of Barcelona (hereinafter, indistinctly, "THERMOWASTE" or the "Buyer") shall be considered as the THERMOWASTE party.

Furthermore, the term "Supplier" refers to the supplier of products or services to whom THERMOWASTE submits any order to which these General Terms and Conditions apply.

The term "Partner" refers to the Supplier who additionally agrees to become involved in the cause of protecting people and the environment that THERMOWASTE advocates and to participate in the Thermowaste ODS Program, and the special conditions set out in section "21. JOINING THE THERMOWASTE ODS PROGRAM AS A PARTNER" of this document. Every Collaborator is in turn a Supplier, but not every Supplier is necessarily a Collaborator, being the Supplier's decision whether or not to join the Collaborator category.

The General Terms and Conditions are intended to regulate the legal-commercial relations between the Supplier and THERMOWASTE, and shall be sent or, as the case may be, referenced in each order sent by THERMOWASTE to the Supplier (hereinafter the "Order"), and shall prevail over the Supplier's other terms and conditions, including those appearing in its commercial documents and supersede all prior negotiations, agreements or arrangements, verbal or written, between the parties. In the event of any discrepancy between the provisions of these GTC and what may be indicated in a specific order, the latter shall always prevail. Any exception to the application of any of the provisions of these GTC shall only apply to the specific Order in which they are agreed and shall not extend to other orders or contracts entered into with the Supplier.

These GTC shall apply to all Orders executed by the Supplier for THERMOWASTE and its subsidiaries (in the latter case only if the latter have not agreed to apply their own GTC), which shall be considered for all purposes as THERMOWASTE. Notwithstanding the foregoing, orders and all related agreements shall only be binding for THERMOWASTE - or its subsidiaries, if applicable - when they have been drawn up on its forms and initialed with an authorized signature. Telephone agreements require written confirmation.

### 2. ORDER ACCEPTANCE

- a) For all purposes, an Order shall be deemed to have been accepted when, either expressly the Supplier gives its consent by acknowledgement of receipt, or tacitly when it has started the work that motivates the Order, or does not submit a written objection to it within 5 calendar days from the date of issuance of the Order. In this sense, the acceptance of the Order, in any of the forms previously exposed, will suppose the full acceptance of the present General Conditions.
- b) Any clause placed by the Supplier in its documents or correspondence contrary to these general conditions shall not be considered valid, unless THERMOWASTE expressly accepts them in writing beforehand.
- c) The order, with the written instructions to be developed and these general terms and conditions, contain the entire agreement between THERMOWASTE and the Supplier. Any modification thereof requires THERMOWASTE's prior express written acceptance.
- d) Acceptance of the order by the Supplier, whether express or tacit, implies the automatic waiver by the Supplier of the application of the corresponding general terms and conditions.
- e) These General Conditions set forth the exclusive terms and conditions under which the Supplier will sell and THERMOWASTE will purchase the goods and products described in the Order. Any terms and conditions proposed by the Supplier which differ from or are in addition to the provisions of these General Conditions shall not be accepted by THERMOWASTE and shall be expressly rejected by THERMOWASTE and shall not form part of the Order, except with the express prior written consent of THERMOWASTE.
- f) The Supplier undertakes to carry out the modifications requested by THERMOWASTE, both as regards the design and the characteristics of the goods and products covered by the Order, and/or the manufacturing process, provided that they are communicated before the actual execution of the Order has started.
- g) The Supplier shall have the right to claim a revision of the purchase price in those cases in which the planned modifications entail, and this is proven, an increase in the costs of executing the Order.
- h) The Supplier shall not make any modifications to (i) the goods and products (including engineering, design, pricing, etc.), (ii) the manufacturing process, (iii) changes of subcontractors or suppliers, etc. without the prior consent of THERMOWASTE.
- i) Changes made without THERMOWASTE's prior consent shall be deemed to have been made unilaterally by the Supplier and shall not be valid and therefore not applicable, nor may they have any impact on the Price.

### **3. PACKAGING, MARKING AND SHIPPING**

All products supplied by the Supplier shall be packed, marked and shipped subject to THERMOWASTE's particular requirements, as well as in compliance with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country or countries of destination or in relation to labeling, marking and packaging.

In any case, and without prejudice to the guidelines or requirements coming from THERMOWASTE, the Supplier shall guarantee the integrity and safety of the goods and products to be supplied, establishing for this purpose as many measures as appropriate to ensure the shipment of the goods and products subject of the Order under quality conditions and in accordance with the highest market standards.

Supplier shall provide all necessary information (including written documentation and electronic transaction records) to enable THERMOWASTE to comply with its customs obligations, origin marking or labeling needs and local content origin requirements, if any. Unless otherwise agreed between the Parties, export licenses or authorizations required for export shall be the responsibility of Supplier, unless otherwise stated in the order, in which case Supplier shall provide such information as may be necessary to enable THERMOWASTE to obtain the necessary licenses or authorizations.

As a general condition and unless otherwise stipulated in the order, the Supplier shall be responsible for the supply and transportation of the purchased equipment to THERMOWASTE's facilities.

### **4. TERMS AND DELIVERY TIMES**

The delivery terms and deadlines shall be deemed essential and shall therefore be binding and mandatory for the Supplier. In the event that the Supplier foresees delays in the performance of the order, it shall immediately inform THERMOWASTE, without this relieving it of any liability whatsoever. For the duration of the delay, THERMOWASTE, upon prior notification to the Supplier, may obtain the supplies from another source and shall be entitled to reduce the quantity of supplies indicated in the order by the same amount, without waiving its right to claim compensation for any damages incurred.

The Supplier is liable for all damages resulting from a delay in time, as agreed in their contractual relationship, including additional transport costs and restart costs or additional costs for the purchase of the products subject of the Order from third parties. In the event of actual or foreseeable delay, the Supplier shall inform THERMOWASTE as soon as it becomes aware that the delay will occur, as well as take, at its own expense, all necessary measures to avoid or minimize the delay.

In addition to the provisions of the previous paragraph, in case of delay in the delivery of the products, a penalty of 1% per week of delay on the price of the Order shall be imposed on the Supplier. The maximum penalty for this concept may not exceed 5% of the value of the Order. This penalty may be offset against the price of the invoices that THERMOWASTE owes to the Supplier.

The penalty for delay does not eliminate the Supplier's liability to indemnify THERMOWASTE for all damages incurred as a result of the delay.

In the event that the delivery takes place 4 weeks after the date on which the delivery should have taken place, and provided that the delay is not due to THERMOWASTE's own circumstances, THERMOWASTE shall be entitled to terminate the current contractual relationship, and may demand from the Supplier not only the aforementioned penalty, but also the damages that the delay may have caused to the Supplier.

If the Supplier delivers in advance or in excess of what is stated in the order or schedule, THERMOWASTE shall have the option of either returning the anticipated or excess quantities or accepting them at its warehouses.

In the first case, the Supplier shall bear the risks and costs of the return; in the second case, acceptance shall not imply any modification of THERMOWASTE's payment obligations, which shall be effective within the terms and amounts set forth in the order or program.

All deliveries shall be accompanied by a delivery note - and a certificate of the material, if any -, with the Supplier's Order number and heading, specifying the Products delivered in the same terms as the Order, and if applicable, their detailed breakdown by boxes or any other packaging, as well as the number of packages and their gross and net weights.

All products must be received correctly identified, indicating THERMOWASTE's internal code and with the appropriate packaging for the type of Product, which must be previously approved by THERMOWASTE. The Supplier must guarantee the traceability of the Products, as well as their components and associated materials, if any, as well as all operations (transport, processing, maintenance, etc.) carried out during the life of the Product.

The goods must always be accompanied by the documents, such as drawings, certificates, guidelines, etc., requested either in our order or in the drawings or in the standards. Without these documents, the acceptance process will not start.

### **5. RESOLUTION FOR CONVENIENCE**

At any stage of execution of the order, THERMOWASTE may terminate the execution of the order, in whole or in part, by giving FIFTEEN (15) days' notice in writing to the Supplier.

Upon receipt of the notice, the Supplier shall:

- a) Immediately terminate all work referred to in the order being cancelled and cancel all its orders and subcontracts affected by the notice of termination.
- b) Liquidate the work performed by it, the orders it has placed and the work performed by its subcontractors.

- c) It shall transfer ownership and deliver to THERMOWASTE:
  - i) All goods or finished work that strictly conforms to the order.
  - ii) All goods or work in progress of materials or products purchased for the execution of cancelled orders and which cannot reasonably be used by the Supplier to produce products for its own stock or for other customers and provided that they conform to the request in the order
- d) Take all necessary measures to protect the goods in its possession over which THERMOWASTE has or may acquire any rights.
- e) It shall promptly submit to THERMOWASTE, within 2 months of the effective date of termination (one month only in the case of partial termination), its statement of claim in accordance with the provisions of this condition.  
  
In case of the Supplier's failure to submit it, THERMOWASTE may determine the amount due to the Supplier. The determination thus made by THERMOWASTE shall be final and definitive.
- f) THERMOWASTE, upon termination of the contract under this condition, shall pay the Supplier the amount of materials, labor incorporated and the proportional part of the attributable overheads. The liquidation of the products in process of subcontractors of the Supplier, is carried out applying the same criteria of the previous paragraph.
- g) The Supplier, with a view to a possible valuation of the work incurred, shall provide THERMOWASTE with the documents it deems appropriate.
- h) The provisions of this Clause shall not apply if THERMOWASTE terminates the Order due to delay or default attributable to the Supplier, or when the event described in Clause 22 of this Agreement occurs, in which case there shall be no obligation whatsoever as a consequence of the termination by THERMOWASTE.
- i) In any case, THERMOWASTE's liability shall be limited, in any case, to the price of the Order, and shall not extend to indirect and/or consequential damages, loss of profit or loss of production that may occur.

## **6. TERMINATION FOR SUPPLIER'S DEFAULT**

THERMOWASTE may terminate the Order, in whole or in part, in case of breach of obligations by the Supplier.

For these purposes and without limitation, THERMOWASTE shall be entitled to terminate the Order in the following cases of non-compliance:

- a) Reaching the maximum penalty limit for delays, in the terms established in these General Conditions.
- b) Failure to meet the quality or quantity requirements demanded in the Order.
- c) Non-payment of amounts owed by the Supplier to its subcontractors, even if legal proceedings for insolvency are initiated.
- d) The assignment or subcontracting, in whole or in part, of the Order without the consent of THERMOWASTE.
- e) The modification of the products covered by the Order not authorized by THERMOWASTE or the deviation of their characteristics from those established by THERMOWASTE.

The notice of termination due to non-compliance must be sent in writing to the Supplier, as soon as the occurrence of the non-compliance giving rise to the referred termination is ascertained.

In the notice of termination, the Supplier shall have a period of thirty (30) days to remedy the breach, after which, if the breach has not been remedied, the Order shall be automatically terminated.

In the event of termination due to non-compliance, Supplier shall not be entitled to receive any compensatory damages arising from the Order.

## **7. ACCEPTANCE OF GOODS, QUALITY AND NONCONFORMING PRODUCTS**

All goods and products delivered by the Supplier shall conform to all quality specifications required by THERMOWASTE in the Order, its annexed documents, as well as in its standards, drawings, inspection guidelines, etc. and may be subject to the control systems applied by THERMOWASTE in its acceptance inspections.

The Supplier shall be responsible for the control, archiving and internal dissemination of the technical specifications and quality standards delivered to it by THERMOWASTE.

THERMOWASTE shall notify the Supplier of any deficiencies of the products as soon as they have been discovered, however, this does not mean that THERMOWASTE is under any obligation to inspect the products delivered to it.

The signature of the delivery note or any other delivery document shall in no case be construed as an express or implied acknowledgement of the performance of the obligations inherent to the products delivered, nor as a waiver to require the Supplier to perform its obligations. Payment shall also not constitute or may be understood as acceptance of the quality of the products. Therefore, after delivery, THERMOWASTE reserves its rights for any fault, loss, damage or disagreement that may be detected even after the Products or services have been incorporated into other goods manufactured by

THERMOWASTE. In the event of non-compliance with the technical or quality specifications, THERMOWASTE may choose to take any of the following actions.

- a) Reject and return the entire lot, considering it as not received for the purpose of filling the order or program.
- b) Reject the material, in whole or in part, without replacement by the Supplier.
- c) Reject part of the lot, without cancelling the Order, with replacement of the rejected part.
- d) Separate by unit inspection the correct goods, returning the remainder for recovery by the Supplier, if possible, or recovering it from THERMOWASTE if, being possible, it is necessary. In any of these cases, THERMOWASTE will charge the Supplier for additional 100% inspection and/or recovery operations.

If applicable, the Supplier shall bear the risks and costs of returning or replacing parts or materials that do not meet the quality standards, and must carry out the removal or replacement within a maximum period of 7 days, the costs of which shall be paid by the Supplier, or repeated against the Supplier in the event that THERMOWASTE has had to do so.

Parts manufactured with drawings provided by THERMOWASTE and which are returned without the possibility of recovery shall be rendered unusable.

Failure to comply with the requirements of the documents to be enclosed with the shipment of the goods, such as delivery notes, drawings, instructions for use, quality guidelines, certificates, etc., gives THERMOWASTE the option to apply the provisions of letter a) of this condition.

THERMOWASTE may denounce defects or hidden defects in the goods received, either upon receipt or at any time thereafter, within a period of 2 years from the date of signature of the delivery note. The complaint of quantity differences and non-concealed defects may be raised within 3 months from the date of signature of the delivery note.

## **8. AUDITS**

THERMOWASTE may inspect and verify all matters relating to the goods and products covered by the Order and, in particular, all those aimed at verifying the proper performance of the obligations assumed under the Order and these GTC.

By way of example, but without limitation, THERMOWASTE may inspect and verify the quality of the materials and the various parts of the goods and products covered by the Order, both at the Supplier's facilities and at its subcontractors, during and after the manufacturing process. The inspection and verification shall be carried out at the place of manufacture, for which purpose THERMOWASTE shall give the Supplier at least THREE (3) working days' notice before the inspection takes place. For this purpose, the Supplier shall allow and facilitate access to THERMOWASTE to its facilities as many times as it deems appropriate, and shall provide all documentation related to the Order and any actions in connection therewith.

If, as a result of the inspection and verification, THERMOWASTE considers that certain materials or parts of the products to be supplied are defective or do not comply with the Order, it shall inform the Supplier in writing, indicating its observations, and the Supplier shall be obliged to remedy the defects noted, respecting the delivery date of the same.

## **9. TRANSFER OF OWNERSHIP AND RISKS**

The ownership of the goods and products covered by the Order shall be transferred to THERMOWASTE at the time of signing the delivery note or with the payment of the price, whichever occurs first, while the risk shall be transferred, and except as may be expressly agreed by the parties, at the time of actual delivery of the goods and products, as specified in the signature of the delivery note of the same at destination.

## **10. SUBCONTRACTING AND ASSIGNMENT**

To subcontract part or all the supply of the products or services covered by the Order to other companies, the Supplier must necessarily have the prior written authorization of THERMOWASTE, which shall have the right to verify at the subcontractors' premises that the subcontracted Products comply with the specified requirements.

Subcontracting shall in no case give rise to any contractual relationship between THERMOWASTE and the subcontractor(s).

Nor may the Supplier assign the Order in whole or in part to a third party without the prior written consent of THERMOWASTE.

In any case, neither the subcontracting or the authorized assignment shall release the Supplier from its contractual obligations, which shall remain the Supplier's responsibility. The non-consensual assignment of the Order, whether total or partial, shall be null and void.

In the case of the contracting of services, the Supplier may not hire subcontractors who subcontract the work to third parties. In other words, no contracting at more than two levels shall be accepted. Failure to comply with this condition shall also be grounds for termination of the Order.

## **11. GUARANTEE**

The machinery, means of work and specific installations, electrical, hydraulic, computer, electronic, etc., or technical services, painting, cleaning, construction, installation, etc... object of the Order, shall be considered guaranteed in their entirety and in their elements manufactured or acquired by the Supplier, against all defects of design, material, manufacture, execution or assembly, for a period of THREE (3) years from the date of signature of the delivery note, THERMOWASTE reserving the right to charge the Supplier for the expenses that during said period may be caused by a defective operation, as well as to demand compensation for damages caused.

When the order corresponds to the manufacture of equipment designed by THERMOWASTE for which specific technical specifications or drawings have been issued, and THERMOWASTE has given its written approval to designs subcontracted to the Supplier, the warranty shall not cover defects in the operation of such equipment that are attributable to a design defect.

In order to compensate for costs, expenses or liabilities arising from the events regulated in this clause, as well as for any other liability arising from other contractual breaches, THERMOWASTE may deduct such amounts from outstanding invoices to be paid to the Supplier or withhold outstanding payments irrespective of whether they are payments arising from other orders. The payment or deduction of expenses shall not relieve the Supplier of its obligations and liabilities under the Order.

The Supplier undertakes to replace or repair the reported defects within a maximum period of FIFTEEN [15] calendar days from their communication. In the event that the Supplier fails to comply with THERMOWASTE's requirements in due time and form, THERMOWASTE may repair or replace such defective goods or products at its own expense, and may charge the Supplier for all costs arising therefrom, as well as for all damages caused as a result of the Supplier's non-compliance.

Products replaced or repaired under warranty shall be warranted under the same terms and conditions applicable to the products for which they were repaired or replaced.

## **12. SPARE PARTS**

The Supplier shall deliver to THERMOWASTE the list of necessary and recommended spare parts for the goods and products covered by the Order, with the description of the price of each one of them, which shall be applicable in all those cases in which their replacement is not covered by the Guarantee defined in the previous clause. The updating of the price shall be possible when the increase in the cost of the spare parts is duly justified by the Supplier, with a maximum limit of 3% with respect to the stipulated price.

The Supplier shall guarantee the availability of Spare Parts for a period of TEN [10] years from the beginning of the warranty period set forth in the preceding paragraph.

## **13. PRICE AND METHOD OF PAYMENT**

The prices stipulated in the orders are fixed. Any order modification proposed by any of the parties and that implies an alteration of the agreed conditions must be accepted before its realization by the Purchasing Department and confirmed in writing. Without the fulfillment of this requirement THERMOWASTE will not be responsible for any additional increase of the agreed conditions.

Payment shall be made after acceptance of the goods at THERMOWASTE or at the location indicated in the Order and receipt of the corresponding invoices.

The invoice shall be issued upon delivery of the goods and products covered by the Order, within a period of no less than FIFTEEN (15) calendar days from the signature of the delivery note by THERMOWASTE.

The date of payment, unless otherwise agreed, shall be by bank transfer SIXTY (60) days from the invoice date, due on the 5th day of each month. This is without prejudice to the possibility of THERMOWASTE to withhold payments pending receipt of evidence, in such form and detail as THERMOWASTE may decide, of the absence of any lien, charge and/or claim on the goods and products covered by the Order.

Unless otherwise approved in writing by THERMOWASTE, if the delivery of an Order is made prior to the date agreed by the parties, the date for the issuance of invoices shall start from the day on which the goods and products should have been delivered, and not from their actual date of delivery.

## **14. CONFIDENTIALITY**

The Parties may have access to secret and confidential information of each one of them, on which they shall keep the strictest and absolute duty of secrecy, both during the term of this contractual relationship and indefinitely, from the termination of the same.

The Parties guarantee among themselves the due secrecy of such information, a guarantee that extends to the partners, administrators of their respective companies, as well as to their employees, collaborators, internal or external, and any other person who, directly or indirectly, maintains a relationship with the Parties and may have access to such information.

The Supplier shall treat under strict confidentiality and shall keep in strict secrecy all information, documentation or knowledge, techniques, equipment, drawings, specifications, products, etc. of which it has knowledge in connection with the Order (hereinafter, Confidential Information) and, therefore, the Confidential Information shall not be used by the Supplier beyond what is strictly necessary for the achievement of the object of the Order, for which it has been provided.

All Confidential Information to which the Supplier has access shall be safeguarded with due diligence, being liable for any damages that the disclosure of the information may entail, and shall be returned at the time it is requested and at the latest upon completion of the Order.

Access to the Confidential Information shall only be allowed to the Supplier's personnel who require its knowledge for the achievement of the purpose for which it was provided, and the confidentiality commitments acquired by virtue of this stipulation shall be made known to the person who has knowledge of it.

The Confidential Information shall not be used for any purpose other than that for which it was provided, nor may it be provided to third parties, nor may it be reproduced, except with the express written consent of THERMOWASTE.

The communication of the Confidential Information or the possible delivery of documentation shall not give rise to any right over any industrial and/or intellectual property rights or know-how of THERMOWASTE.

The confidentiality obligation set forth in this stipulation shall be in force for as long as the parties maintain commercial and/or contractual relations, and for a period of TEN (10) years thereafter.

## **15. INDUSTRIAL AND INTELLECTUAL PROPERTY**

In general, and without exception, the Supplier guarantees to THERMOWASTE that the materials it delivers are found both as a whole and in all its component elements, duly purchased, manufactured and assembled in accordance with current standards and, especially, in full compliance with the that regulate industrial property, including the freedom of use and trade of those materials. Any infringement of such rules, or the limitations or damages caused by them to THERMOWASTE, will determine that its effects are assumed directly by the Supplier who undertakes to hold THERMOWASTE harmless with respect to third-party claims filed against THERMOWASTE and that arising directly and indirectly from the use and sale of the products that are the subject of this order.

Furthermore, the intellectual and industrial property of all material, documentation, parts, drawings and, in general, any document, part or information provided by THERMOWASTE to the Supplier is and shall remain the exclusive property of THERMOWASTE.

The files or drawings provided by THERMOWASTE may not be copied by the Supplier, nor transferred to any other person or entity, nor used for any purpose other than the manufacture of the Products for THERMOWASTE. Such drawings or files must be returned at THERMOWASTE's request.

Consequently, any copying, recording, manufacturing, marketing, advertising, transfer or use by the Supplier for any purpose other than that defined in the preceding paragraph is prohibited. The Supplier is prohibited from registering under any industrial property right any of the Products, as well as the manufacturing plans or procedures.

In the event that the goods and products covered by the Order were designed or manufactured **ad hoc** by the Supplier at the express request of THERMOWASTE, the drawings, designs, computer programs, tools or machinery delivered by THERMOWASTE (if any), as well as any other documentation or information subject to intellectual or industrial protection developed in connection with the Order, shall be the property of THERMOWASTE, as well as all those rights subject to protection that may be generated in the execution of the Order. In such case, the Supplier may not sell to third parties or make use of the aforementioned, for the subsequent manufacture of goods and products to third parties.

## **16. PUBLICITY PROHIBITION**

The Supplier may not carry out, in its own interest or in the interest of third parties, any advertising relating to the sales it makes to THERMOWASTE, unless authorized in writing by THERMOWASTE.

## **17. SUSPENSION**

THERMOWASTE reserves the right to suspend in whole or in part the execution of the Order, at any time, the suspension being effective from the date on which the Supplier is notified in writing. The Supplier shall suspend the execution of the Order upon receipt of the aforementioned notification.

In this case, if the suspension of the execution of the Order exceeds six months, the Parties shall meet as soon as possible to discuss the contractual occurrences and the possible subsequent resumption of the execution of the Order. If the suspension lasts longer than 6 months, the Supplier shall be entitled to be compensated by THERMOWASTE for any expenses incurred as a result of the suspension, provided that they are duly notified and justified.

The resumption of the execution of the Order shall be notified in writing to the Supplier, who shall not have the right to refuse.

## **18. CIVIL LIABILITY FOR DAMAGES. INSURANCE**

The Supplier shall be liable to THERMOWASTE and to third parties for all direct or indirect damages resulting from the manufacture and delivery of the products covered by the Order, without any quantitative limitation.

The Supplier shall indemnify THERMOWASTE for all damages or expenses incurred in order to comply with the commitments undertaken with a third party (such as additional transport costs, need to hire additional labor, etc.) and indemnify it for all amounts that the Supplier must pay to the third party concerned, for damages or penalties applied by the latter, which are attributable to a breach by the Supplier.

If the Supplier performs any work on THERMOWASTE's premises or uses THERMOWASTE's property, on or off THERMOWASTE's premises, the Supplier shall indemnify and hold THERMOWASTE harmless against any liability, claims, demands or expenses (including attorney's fees or other professional fees) for property damage or injury (including death) to THERMOWASTE, its workers or any other person resulting from or in connection with THERMOWASTE's performance, claims or expenses (including attorneys' or other professional fees) for property damage or injury (including death) to THERMOWASTE, its workers or any other person resulting from or in connection with the Supplier's performance of its work or use of THERMOWASTE's property, except for claims or demands resulting from THERMOWASTE's sole negligence.

The Supplier agrees to hold THERMOWASTE harmless and to indemnify THERMOWASTE in full against any liability arising from death, injury to persons or damage to property resulting from any breach by the Supplier, from any failure to comply with safety, health and environmental regulations, including THERMOWASTE's reasonable defense fees and, if applicable, the insurance policy excess.

The Supplier shall have a civil liability policy covering the pecuniary consequences of any damage caused to third parties, with sufficient coverage to respond to the liability that may be imputed, which in no case may be less than THREE (3) million euros per Claim. The Supplier undertakes to keep the policy in force for the duration of the Order, and to deliver a copy to THERMOWASTE upon request.

The insurance policy must also cover any third party property.

The Supplier must take out Product liability insurance.

The requirement that the Supplier maintain insurance coverage does not exempt, replace or limit its liability to THERMOWASTE.

## 19. WAIVER OF RIGHTS

The waiver by THERMOWASTE, one or more times, to enforce any of the terms or conditions of these GTC, to exercise any of the rights or privileges granted by them, shall not be construed as a generic waiver of such terms, conditions, rights or privileges, which shall continue in full force and effect as if such waiver had not occurred.

## 20. CORPORATE SOCIAL RESPONSIBILITY, ODS AND REGULATORY COMPLIANCE

THERMOWASTE has an integrated management system and a Sustainable Development Goals (SDG) Program that commits it to perform quality, socially and environmentally responsible work, with strict controls for the reduction of the risk of committing crimes and compliance with the law, all of which are included in its "Thermowaste SDG Program" available upon request at [ods@thermowaste.com](mailto:ods@thermowaste.com). THERMOWASTE expects and requests that the Supplier follows the same responsible, ethical and lawful course of action.

To this end, the Supplier undertakes to comply with the THERMOWASTE Supplier Code of Conduct available on the website [www.thermowaste.com](http://www.thermowaste.com), which the Supplier acknowledges having read and to which the Supplier declares to adhere by accepting these GTC. The Supplier shall also provide THERMOWASTE with any information requested by THERMOWASTE at any time to verify the Supplier's compliance with the Supplier's Code of Conduct.

Supplier shall respect the protection of human rights, minimum labor conditions, environmental responsibility and anti-corruption regulations. Accordingly, the Supplier manifests zero tolerance to crimes and is expressly prohibited from committing them, either directly or through third parties, in connection with the execution of the Order.

Supplier undertakes not to engage in any act of corruption, including bribery, influence peddling and money laundering, and to prevent such conduct from occurring within its organization in connection with the execution of the Order. These representations concern both the Supplier itself and all its personnel, as well as all subsequent subcontractors and any persons related to the Supplier, for the performance of the Order.

The event of non-compliance with the provisions of the *Supplier's Code of Conduct*, THERMOWASTE may terminate the Order early, without prejudice to any other rights THERMOWASTE may be entitled to, including compensation for any damages incurred.

## 21. MEMBERSHIP AS A PARTNER IN THE ODS THERMOWASTE ODS PROGRAM

THERMOWASTE is a company committed to sustainable development, environmental protection and the promotion of the circular economy. In this sense, we have developed our own code of conduct and priorities, taking as a reference the **SDG Compass** Guide developed by the **United Nations**, the **Global Reporting Initiative (GRI)** and **World Business Council For Sustainable Development (WBCSD)**, which is included in the **THERMOWASTE ODS PROGRAM**.

This program not only contemplates the fulfillment of the SDGs, but also promotes technological development and collaboration opportunities with our suppliers, research centers, universities, and other non-profit organizations.

Being part of the THERMOWASTE ODS PROGRAM means being involved and adhering to the cause that THERMOWASTE promotes.

Our Suppliers are eligible to become our **Partners**.

Requirements to be part of our Partners network:

- a) Understand the SDGs and assume the corporate responsibility that implies their fulfillment.
- b) Participate in the projects promoted by THERMOWASTE with enthusiasm, involvement and motivation.
- c) Contribute more than just products or services.
- d) To prioritize fair treatment, honesty and fair play in their relationship with THERMOWASTE and its other Collaborators.
- e) To donate 1% of the invoicing linked to the Orders, to the Program of promotion of the research and Scholarships for students *Rafel Ribas*.

Advantages of being part of our Partners network:

- a) Priority as a supplier of THERMOWASTE products and services.
- b) Appear in public documents as a THERMOWASTE ODS Program Partner.
- c) Be part of the jury of the *Rafel Ribas* Scholarships for the promotion of research.
- d) Participate in other international promotion activities of the company.
- e) Participate jointly with THERMOWASTE in public aid programs.
- f) Be part of the Technological Cluster that is being developed in *Teruel*.

To join the program and become a Partner, the Supplier must simply sign the terms of commitment.

## **22. COMPENSATION**

THERMOWASTE, as well as any of its affiliates, may deduct or set off any sums owed to the Supplier by any such company against any sums owed by the Supplier to any such company.

## **23. MAJOR FORCE**

Neither party shall be liable for the non-performance of its obligations, provided that such non-performance is due to a Force Majeure event.

The party affected by the Force Majeure event shall notify the other party as soon as possible, stating the facts it faces, the estimated duration of the Force Majeure event and the measures it will take to mitigate its effects.

If the Force Majeure event affecting the Supplier extends beyond TWENTY (20) calendar days after THERMOWASTE has been informed, THERMOWASTE may terminate the Order, in whole or in part, by registered letter with acknowledgement of receipt and provided that it has not been possible to reach a joint solution to resolve the problems caused by the Force Majeure event.

During the event of Force Majeure, the Parties may adopt such measures as they deem appropriate to avoid damages caused by the impossibility for Supplier to comply with its obligations.

Notwithstanding the foregoing, and for clarification purposes, all those cases that were already known by the Parties and existing at the time of acceptance of the Order by the Supplier shall be considered as Force Majeure events, and therefore the provisions of this Clause shall not be applicable to them.

## **24. INVALIDITY OF ANY OF THE CLAUSES**

Should any of the stipulations and/or conditions of the Order be declared null, void, voidable or ineffective, such declaration shall not invalidate the rest of the Order, which shall maintain its validity and effectiveness. The headings and titles of these GTC only appear for ease of reference and shall not affect the interpretation of the provisions contained herein.

## **25. PROTECTION OF PERSONAL DATA**

The Parts undertake, in the development and execution of this document, as well as of the contractual relationship of which these GTC form part, to comply with all obligations that may be required under the Organic Law 3/2018 of 5 December and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the "GDPR") or other regulations that replace, supplement or develop it.

The Parties hereby inform the undersigned representatives that, in accordance with the provisions of the GDPR and other applicable regulations, their personal data will be processed by each of the Parties for the purpose of enabling the Parties to maintain their contractual relations.



In addition, the Parties guarantee not to transfer the data to third parties, except in those cases in which their transfer is legally required (Treasury, Public Administrations, Judicial requirement, etc.), and to comply with the duty of information with respect to their employees whose personal data are communicated between the Parties for the maintenance and fulfillment of the contractual relationship.

The legal basis that legitimizes the processing of the data of the interested parties is the need for the conclusion and execution of the Orders that may exist throughout the commercial and contractual relationship maintained by the parties.

The data will be kept for the duration of this document and for the time of prescription of the tax regulations.

In any case, those affected may exercise their rights of access, rectification, cancellation/deletion, opposition, limitation and portability before the corresponding party through written communication to the address Cal Ros dels Ocells 7, Polígono Industrial Coll de la Manyà, 08403 Granollers, Barcelona, Spain, contact telephone +34 93 632 40 12, contact email [administracion@thermowaste.com](mailto:administracion@thermowaste.com), providing a photocopy of their national identity card or equivalent document and identifying the right requested.

Likewise, if you consider your right to personal data protection has been violated, you may file a complaint with the competent data protection authority.

## **26. LANGUAGE**

In the event of any discrepancy between the different versions of these GTC, the Spanish version shall prevail.

## **27. APPLICABLE LAW**

The parties expressly agree that any difference or conflict that may arise from the interpretation, execution or development of these GTC and/or the Order, will be resolved as soon as possible, directly with conciliatory character through the action of a mediator expert in the matter in conflict, agreed jointly by the two Parties or, failing that, in the event of failure to agree with the mediator, the one proposed by the Consulate of the Official Chamber of Commerce, Industry, Services and Navigation of Barcelona, who shall issue its opinion within a non-extendable period of THIRTY (30) working days from the beginning of the conciliation work.

If this opinion is not issued within the established term or is not in agreement with any of the parties and it is not possible to reach an agreement on the issue or issues to be elucidated, these will be definitively resolved by submitting them to the courts and tribunals of Barcelona.

**THERMOWASTE, S.L.**

April 2023