

IBERCAL PROPRIETARY CLASS 2

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**EMEA TERMS AND CONDITIONS FOR PURCHASE OF DIRECT
NON-NUCLEAR SAFETY/ COMMERCIAL OFF-THE-SHELF GOODS**

IBERCAL, S.L.U.

1. ENTIRE AGREEMENT

The Purchase Order constitutes a binding agreement between IBERCAL, S.L.U. (“Ibercal”) and the Supplier (“Seller”) relating to the procurement of Goods hereunder, and subject to change only through the issuance, by Ibercal, of a Change Notice executed by the Parties.

2. ACCEPTANCE AND AUTHORITY

Any acknowledgment of this Purchase Order by Seller, or the commencement of performance hereunder, shall serve as an acceptance of the Purchase Order. Any different, additional, and/or inconsistent terms or conditions referenced by Seller in connection with the acknowledgement and/or the execution of the Purchase Order are hereby objected to and rejected by Ibercal. In the event of a conflict between the Purchase Order and any acknowledgement or other Seller communication submitted by Seller, this Purchase Order will govern. If Seller does not reject the Purchase Order within three (3) days of its receipt, the Purchase Order will be deemed accepted.

3. DEFINITIONS

“**Authorized Representative**” means the person or persons authorized to represent each Party, as identified on the cover page of the Purchase Order. For Ibercal, this is a member of the Global Supply Chain Solutions organization.

“**Change Notice**” means the written document issued by Ibercal to Seller to make changes to the Purchase Order, including but not limited to additional quantities of Goods.

“**Digital Product(s)**” means a programmable device (e.g., EPROM, microprocessor, etc.) that uses any combination of hardware, firmware and/or software to execute internally stored programs and algorithms, including numerous arithmetic or logic operations, without operator action. Solid state devices (e.g., electro-mechanical on/off devices, relays, hard-wired logic devices, circuit boards, etc.), that do not have firmware and/or software are not considered digital devices.

“**Digital Service(s)**” means a service delivered using a Digital Product. Digital Services include, but are not limited to the following: Delivery of software and software upgrades, cloud computing (including software as a service), calibration, testing, or other services performed with a Digital Product, and reports or calculations from analysis software.

“**Effective Date**” means the effective date of the contract as identified on the cover page of the Purchase Order.

“**Goods**” means all scope, items and deliverables to be provided by Seller, including Off-the-Shelf materials, equipment, machinery, components, computer hardware, and the associated software and firmware, documentation, incidentals, tooling or other scope to be provided by Seller under the Purchase Order, as well as storage, maintenance and operational manuals or other such deliverables required by Ibercal to properly utilize the Goods.

“**Lien**” means a lien, mortgage, pledge, encumbrance, charge, security interest, option, right of first refusal, other defect in title or other restriction of any kind or nature.

“**Off-the-Shelf**” means a Good that is not specially designed, custom made, modified or to Ibercal’s design, but is typically available from a catalog or from existing stock or inventory, and thus readily available to the market.

“**Party**” and “**Parties**” means Ibercal and Seller, referred to individually and collectively, as the case may be.

“Proprietary Information” means the terms of the Purchase Order and any and all Ibercal information and data provided to Seller such as information related to patents, copyrights, trade secrets and trademarks, business information, technical information, or other information of a similar nature.

“Purchase Order” means the document issued by Ibercal to Seller for procurement of the Goods, inclusive of the cover page of the Purchase Order, these commercial terms and conditions, and all referenced specifications, attachments, appendices, and exhibits thereto, as applicable, executed by the Parties.

“Purchase Price” means the fixed and firm compensation to be paid by Ibercal to Seller for the purchase of the Goods, including where applicable, transport, duties paid and discounts, except VAT, as may be modified from time to time by a Change Notice.

“Seller” means the company selling the Goods to Ibercal.

“Third Party” or **“Third Parties”** means a party or parties other than Ibercal or Seller.

4. PRICE AND PAYMENT

The Purchase Price and payment terms are as stated in the Purchase Order.

Payments will be made upon Ibercal’s receipt of correct invoice(s), and required backup documents, including Lien release forms, if applicable. If any invoice is deficient or disputed in any material respect, Seller will be required to resubmit that invoice in proper form. Ibercal will notify Seller of any deficient or disputed invoice within thirty (60) days after receipt of such invoice along with evidence that reasonably documents the basis of the deficiency or dispute. Ibercal will pay any undisputed portion of the invoice within the term stated in the Purchase Order after receipt of Seller’s updated invoice in proper form. When the disputed invoice or part thereof is resolved, Seller will submit a new invoice and Ibercal will pay such amount due within the term stated in the Purchase Order. If Ibercal has overpaid Seller, Seller shall promptly refund any amount by which it was overpaid.

Ibercal may set off any sums due and payable by Seller to Ibercal under the Purchase Order against any payments due to Seller.

Whenever title to any Goods becomes vested in Ibercal as stated in the Purchase Order, Seller shall execute such instruments as Ibercal may require to secure title interest.

5. TAXES

The Purchase Price shall not include sales or use taxes imposed upon the sale or use of tangible personal property, and such taxes, if applicable, are to Ibercal’s account, unless Ibercal furnishes a tax exemption certificate. All other taxes imposed prior to delivery at the destination point are for the account of Seller, including property taxes imposed with respect to Goods for which title has passed to Ibercal pursuant to the Purchase Order, including but not limited to, inventory taxes that may be levied while Goods are being stored by Seller or in Seller’s custody.

6. WARRANTY

Seller warrants that the Goods shall be free from defects in design, material and workmanship; shall conform to and be of the kind and quality described in the Purchase Order; will perform in the manner specified; and will comply with all requirements of the Purchase Order. If within twelve (12) months of Ibercal’s receipt of the Goods (or such longer period as provided by Seller’s standard warranty), the Goods are determined to be defective or otherwise fail to conform to the Purchase Order requirements, Seller shall at its own expense repair or replace the non-conforming Goods and re-warrant the Goods for an additional twelve (12) months; or at Ibercal’s option, refund the Purchase Price, or an appropriate portion thereof, to Ibercal. In the event that Ibercal undertakes the correction of non-conforming Goods, the costs related to Ibercal’s repair, replacement and/or re-performance will be subject to a backcharge. The foregoing warranties will be extended to and be for the benefit of Ibercal and Ibercal’s customers.

7. COMPLIANCE WITH EXPORT CONTROLS LAWS AND REGULATIONS

The Parties agree not to disclose, transfer, export, or re-export, directly or indirectly, any and all Proprietary Information, Ibercal Background Information, Seller Background Information, Foreground Information, Third-Party Information, Ibercal Furnished Property, Materials, Services or Work, or any portion thereof received from the other Party, or any direct products or technology resulting therefrom (collectively, “**Export Controlled Items**”) to any country, natural person or entity except in accordance with applicable export control and sanctions laws, regulations, and restrictive measures of: (i) the United States (U.S.), including the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810, the U.S. Nuclear Regulatory Commission export regulations under 10 C.F.R. Part 110, the U.S. Department of Commerce export regulations of commercial or dual use items under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury’s sanctions programs and sanctions lists ; (ii) the European Union (E.U.), including EU 2021/821 and restrictive measures detailed in the E.U. Consolidated Financial Sanctions List; (iii) the United Kingdom (U.K.), and (iv) other applicable governments, hereinafter collectively referred to as “**Applicable Export Laws and Sanctions Laws**”. To assure compliance with the Applicable Export Laws and Sanctions Laws the Seller shall not disclose, transfer, export, or re-export, directly or indirectly, any Item it receives hereunder without the prior written permission of Ibercal, which may be contingent on additional United States Government and other applicable government approvals.

Further, Seller represents and warrants that:

- (a) Seller has, and will maintain in effect, any permits, licenses, registrations or other governmental approvals, including export licenses, import clearance or other such approvals, as required to meet the Purchase Order delivery dates, and
- (b) Seller shall provide to Ibercal the export control classification number (for example the ECCN or ECN) as defined under the export control regulations of Seller’s country of nationality or country of origin of the **Export Controlled Items**, and Harmonized Tariff Code(s) (“**HTC**”) to the first six digits, upon the earlier of the shipment date or upon request by Ibercal, and
- (c) Seller will not use the Export Controlled Items in any activity prohibited by 15 C.F.R. Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and
- (d) Seller will not disclose Export Controlled Items to any countries for which the governments of U.S., the E.U. and other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo, and
- (e) Seller and its personnel (including its employees, contractors, officers, directors and principal owners): (i) do not appear in any published lists of natural persons and entities whose export or import privileges have been denied or restricted in any way, which are maintained by the governments of the U.S., E.U., or other applicable countries and international organizations, including the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (**OFAC**); and (ii) are not a country, natural person, or entity with whom a U.S. person, or a natural person or entity subject to the jurisdiction of the U.S., E.U., U.K. or other applicable countries is otherwise prohibited from dealing with, as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598, or restrictive measures detailed in the Consolidated Financial Sanctions List (a “**Sanctions Target**”); and (iii) Seller is not, directly or indirectly, owned or controlled by, or under common control with, or acting for the benefit of or on behalf of any Sanctions Target.

The Seller shall fully comply with all such Applicable Export Laws and Sanctions Laws with regard to the Proprietary Information it receives hereunder and shall cooperate in good faith with the reasonable requests of Ibercal made for purposes of its compliance with such Applicable Export Laws and Sanctions Laws. The Seller will insert similar provisions in any agreement it has for the furnishing to third parties or its clients of any Export Controlled Items; provided, however, that the Seller shall be solely responsible for its and such third parties’ and clients’ compliance with applicable requirements of Applicable Export Laws and Sanctions Laws. All claims, disputes, or other matters in question arising out of or relating in any way to the rights and obligations set forth in this Article with respect to Applicable Export Laws and Sanctions Laws of the United States shall be submitted exclusively to the United States District Court for the District of Columbia. This provision

shall be specifically enforceable; and each party, hereby waiving personal service or process, irrevocably submits to and consents to the exclusive jurisdiction in the District of Columbia for purposes of any other party seeking or securing any legal and/or equitable relief hereunder.

Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article shall be binding so long as the relevant Applicable Export Laws and Sanctions Laws are in effect.

8. INDEMNITY

Seller shall defend, indemnify and hold harmless Ibercal, its owner, and its/their officers, agents, employees, successors and assigns from and against any and all liabilities, damages, costs, losses, claims, demands, actions and expenses (including reasonable legal fees) arising out of, resulting from or relating to the Purchase Order or the Goods, including but not limited to loss of use resulting therefrom, acts or omissions in violation of applicable laws, claims or fines by governmental authorities, or death of or injury to any person, or damage to any property, except to the extent caused by the negligence or willful misconduct of Ibercal.

Seller, at its sole expense, shall indemnify and defend, or settle with Ibercal's prior written approval, any action brought against Ibercal, its owner and/or its customer, to the extent based on a claim that all or any of the Work or Seller Background Information constitutes an infringement, misappropriation or other violation of any intellectual property right of any Third Party ("IP Claim"); provided (a) the Seller is notified of such action within a reasonable time, (b) the Seller has sole control of the defense and settlement of such IP Claim in such action, and (c) Ibercal provides the Seller with reasonable assistance (at the Seller's sole expense) in connection with such defense and settlement. Seller shall pay all of the damages, liabilities, costs, losses and expenses (including any attorney's fees) incurred in connection with any such IP Claim against Ibercal and/or its customer. In the event that the Work or Seller Background Information is held to constitute an infringement or its use by Ibercal or the customer is enjoined, the Seller may, at Ibercal's sole option and at Seller's sole expense, (a) procure for Ibercal and/or its customer the right to continue using such Work or Seller Background Information, (b) replace such Work or Seller Background Information with non-infringing substitutions that meet all of the requirements of the Purchase Order or (c) modify such Work or Seller Background Information such that it becomes non-infringing while still meeting all of the requirements of the Purchase Order; or, if the remedies set forth in (a) through (c) are not reasonably possible to obtain for the benefit of Ibercal or the customer after the exercise of demonstrable good faith efforts by the Seller, at Ibercal's option, the Seller shall (iv) refund to Ibercal an equitable portion of the Purchase Price paid by Ibercal to the Seller for such Work or Seller Background Information upon return by Ibercal to the Seller of the infringing Work or Seller Background Information, plus any costs incurred by Ibercal due to the return of such Work or Seller Background Information, which may include, but not be limited to, any costs charged to Ibercal by the customer.

9. INSURANCE

9.1 Seller's Insurance Requirements. Seller shall maintain insurance of the types and minimum amounts set forth below. Seller shall ensure that all such insurance is maintained in full force and effect as specified herein from its commencement of performance of the scope under the Purchase Order to the date of expiration of the Warranty Period hereunder.

Type of Coverage

Minimum Amount of Coverage

Workers' Compensation or equivalent Statutory Compensation (including Employers Liability) complying with the applicable Laws for Seller's territory	As required by Law (Minimum statutory limit)
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Primary Commercial General Liability (CGL) insurance providing cover for premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract	Not less than 5,000,000 EUROS each occurrence, and 5,000,000 EUROS in the Aggregate
Automobile Liability, including owned, hired, and non-owned automotive equipment used in connection with the insured operation	Bodily Injury and Property Damage Combined – 2,000,000 EUROS each occurrence
Excess Liability Insurance following the form of the primary Commercial General Liability policy for the coverage required above. The Excess limits can also be used to satisfy the overall limit requirements for the above (CGL) policy	Overall limit to be not less than 10,000,000 EUROS each occurrence; 10,000,000 EUROS in the aggregate in total when in combination with primary and other Excess Liability policies
Professional Liability, if specified in the P.O, including coverage for professional negligent acts, errors or omissions.	10,000,000 EUROS each accident and in the aggregate per year
Cargo/Transit Insurance must be obtained on Materials to be transported.	In the amount of the value of the Materials, Delivery, FCA (domestic shipments) or DAP (international shipments) Incoterms 2010 unless specified otherwise in the P.O.) +10% CIF

9.2 Provisions Applicable to All Coverages:

- (a) All insurance required to be provided by Seller hereunder shall be placed with insurers having an A.M. Best and Company rating level of A- or better, Class VII or better and authorized to do business in the territory where the Work is to be performed.
- (b) Maintenance of insurance shall not limit Seller's liability for loss or damage in excess of policy limits or outside of policy coverage.
- (c) Prior to the Effective Date, Seller shall furnish Ibercal one or more certificates of insurance for all insurance policies required to be provided under the Purchase Order. The certificates shall list all required endorsements as set forth in Article 9.3 below. Such certificates shall provide that the insurer on each policy shall endeavor to give 30 Days' written notice to Ibercal prior to any material change or cancellation of the insurance. Seller shall deliver to Ibercal a further certificate(s) of insurance for each subsequent renewal where coverage is required to be maintained within 5 Days of the renewal date. Each certificate furnished pursuant to this Article 9.2(c) shall state that it is being furnished in compliance with the requirements of the Purchase Order and shall identify the Purchase Order by the number assigned to it by Ibercal, unless otherwise directed by Ibercal.
- (d) Neither a failure of Seller to provide the required certificate of insurance nor Seller's submission of a certificate of insurance not in conformance with the insurance requirements stated in this Article 9 relieves Seller from the obligation to have in force the required insurance coverages and endorsements to the policies as set forth below.
- (e) No policy should have an excess or deductible which exceeds 250,000 EUROS (or equivalent) without prior discussion and agreement with Ibercal. Seller is responsible for any excess or deductibles associated with its policies of insurance.
- (f) Any limits of coverage may be met by one or more policies.

9.3 Policy Endorsements.

- (a) Each liability insurance policy (including the Workers' Compensation and Employer's Liability policies) required to be provided by Seller in Article 9.1 above shall contain or be endorsed to contain the following provision:

The insurer waives any right of subrogation against Ibercal and its subsidiaries and affiliates (including Ibercal Electric Company LLC and/or Ibercal Electric UK Holdings Ltd), as well as its members, officers, directors, employees, lenders, subcontractors and suppliers of any tier.

- (b) Each policy (except the Workers' Compensation, Employer's Liability, Property, Professional Liability, Open Cargo and/or Inland Transit Insurance policies) required to be provided by Seller in Article 9.1 above shall also contain or be endorsed to contain the following provisions:
- (i) Ibercal, its subsidiaries and affiliates (including Ibercal Electric Company LLC and/or Ibercal Electric UK Holdings Ltd), as well as its members, officers, directors, employees, lenders, subcontractors and suppliers of any tier are covered as additional insured to the extent of Seller's indemnity obligations under the Purchase Order.
 - (ii) All provisions of this policy, except the limits of liability, will operate in the same manner as if there were a separate policy covering each insured under each policy.
 - (iii) The insurer waives any and all right of recourse under this policy against the additional insured for the payment of premiums, additional premiums or assessments.
 - (iv) This policy shall be primary, or excess only with respect to the specified primary policy provided by the named insured(s) for such coverage, and not excess or contributing with respect to any other insurance maintained by or for the additional insured.

10. CHANGES

Ibercal may change the Purchase Order through the issuance of a Change Notice. Seller shall comply with such Change Notice. If the change materially affects Seller's cost or time for performance, the Purchase Order may be equitably adjusted. Seller must assert any claim for adjustment within ten (10) days after receipt of a Change Notice. At Ibercal's direction, Seller will proceed with the change(s) pending resolution of any dispute regarding the change, and Seller's failure to proceed as directed will be deemed a material breach of the Purchase Order.

11. LIENS

Seller warrants that the Goods will be free and clear of all liens, claims and encumbrances at the time of delivery. Upon Ibercal's request, Seller shall provide releases and lien waivers in a form satisfactory to Ibercal, as a condition to receiving payment from Ibercal. If any such lien is filed or claim is made, Seller shall be responsible for removing the lien or defending Ibercal against such claim.

12. PROPRIETARY (CONFIDENTIAL) INFORMATION

Seller will use Ibercal Proprietary Information exclusively in connection with the performance of its responsibilities relating to the Goods and the Purchase Order. Seller shall employ all reasonable commercial efforts and precautions to maintain Ibercal Proprietary Information in strict confidence and to prevent loss or unauthorized disclosure of the Proprietary Information. Seller shall not disclose Ibercal Proprietary Information without the prior written approval from Ibercal. Ibercal shall remain the owner of all right, title and interest in and to the Ibercal Proprietary Information and nothing herein or in any disclosures made hereunder shall be construed as granting to Seller any license or rights of use under similar intellectual property rights that may now or hereafter exist in the Ibercal Proprietary Information.

Marking the Proprietary Information. If Proprietary Information is made available in written, electronic or physical form, it shall be marked "proprietary", "confidential" or the like, and if disclosed orally, the disclosure shall be preceded by a verbal notification of its

proprietary nature and be confirmed as Proprietary Information in writing within twenty-one (21) days after the oral disclosure thereof.

At any time during or after the term of this Agreement, at the Discloser's written request, the Recipient shall, at the Discloser's option, promptly return to the Discloser or destroy all Proprietary Information, including all Reproductions, except that Recipient may retain archival copies of Proprietary Information maintained in computer system backup files that are not readily available and archived copies of Proprietary Information that the Recipient is required to retain pursuant to applicable laws; however, the treatment and use of any retained Proprietary Information shall remain subject to the terms of this Agreement. If Proprietary Information is destroyed by the Recipient, the Recipient shall provide the Discloser written confirmation of such destruction.

13. TITLE, RISK OF LOSS AND DELIVERY

Title to the Goods shall pass to Ibercal upon the earlier of payment or delivery. The passage of title to Ibercal shall not be deemed an acceptance or approval of the Goods. Whether or not title has passed to Ibercal, the risk of loss for the Goods shall remain with Seller until delivery to the specified location (whether such delivery is at Seller's facility, Ibercal or other identified destination).

Unless otherwise specified in the Purchase Order, delivery to Ibercal shall be Free Carrier (FCA) at the place of delivery designated in the Purchase Order (Incoterms®2020).

14. TERMINATION

Ibercal may terminate all or any part of the Purchase Order upon written notice to Seller, either for convenience or as a result of Seller's default, which will include, but not be limited to: (i) Seller's failure to provide the Goods in accordance with the technical and/or commercial requirements of the Purchase Order; (ii) if reasonable ground for insecurity arise with respect to Seller's provision of the Goods (iii) if Seller breaches Ibercal Supplier Code of Conduct; or (iv) if Seller becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files of has filed against it a petition in bankruptcy or reorganization proceedings. In the event that Ibercal terminates the Purchase order, in whole or in part, for default, Ibercal will not be obligated to pay for Goods that it has not received and will be entitled to all rights and remedies provided by law or in equity.

15. QUALITY PROGRAM

Seller shall provide the Goods in accordance with the requirements of its quality program.

16. CONTROL OF THE WORK; INDEPENDENT CONTRACTOR

Control of the Work. Seller shall be solely responsible for the performance of the Work and the actions of its Subcontractors and their personnel and shall perform the Work properly and safely.

Independent Contractor. Seller is an independent contractor and nothing contained herein shall be construed as creating (a) any relationship between Ibercal and Seller other than that of independent contractor; (b) any relationship between Ibercal and Seller's employees or Subcontractors; or (c) a fiduciary relationship between Seller and Ibercal. Neither Seller nor any of its employees are or shall be deemed to be employees of Ibercal.

17. ASSIGNMENT

Seller shall not assign the Purchase Order in whole or part without Ibercal's prior written consent.

18. NOTICES

All notices and approvals required or permitted to be given under the Purchase Order shall be in writing and shall be valid if delivered by certified mail or by electronic mail to the other Party's Authorized Representative.

19. PUBLICITY

Neither Party shall, except with the express, prior written consent of the other Party, advertise nor publish nor release for publication, any statement or information mentioning the other Party, its parent, affiliates and/or subsidiaries, nor any information pertaining to this Purchase Order or the Goods.

20. ANTI-BRIBERY/KICKBACK AND ANTI-CORRUPTION LAWS

Seller represents, warrants and covenants that neither it nor any of its officers, directors, employees, agents, representatives or subcontractors on its behalf will either make or promise to make any gift or payment of money or anything of value, directly or indirectly, to any other person for the purpose of inducing such other person to misuse his or her position or to influence any act or decision to obtain, retain or direct business in connection with the Purchase Order.

21. COMPLIANCE WITH ANTI-BOYCOTT, UNFAIR COMPETITION AND ANTITRUST LAWS

Seller represents, warrants and covenants that its officers, directors, employees, agents, and representatives, as well as all subcontractors, agents or other approved third parties, comply with all applicable laws and regulations designed or intended to prohibit, restrict or regulate actions affecting or restraining trade, supporting monopolization, price fixing, or lessening competition, or any similar law or regulation of the U.S., the U.K., the E.U. and any other relevant country, including but not limited to the Sherman Act, the Clayton Act, the Federal Trade Commission Act, the U.K.'s Competition Act of 1998 and Enterprise Act of 2002, Article 101 and 102 of the E.U.'s Treaty on the Functioning of the European Union. Further, Seller and its officers, directors, employees, agents, and representatives shall not, either directly or indirectly, engage in any activity that provides an unfair competitive advantage, engage in an illegal boycott, or participate in any unfair trade practices or boycotts.

22. ENVIRONMENT, HEALTH AND SAFETY

Seller shall take appropriate actions necessary to protect health, safety and the environment, including, without limitation, in the workplace and during transport of the Goods. Refer to **Attachment 1** for a complete list of requirements.

23. SAFETY CONSCIOUS WORK ENVIRONMENT (SCWE)

Protected Activity. To the extent required by applicable law, Seller and its personnel shall comply with the requirements of Section 211, "Employee Protection" of the Energy Reorganization Act of 1974, 42 U.S.C. §5851, as amended, and 10 C.F.R. §50.7, "Protection of Employees Who Provide Information" and 29 C.F.R. §24, which prohibit Nuclear Regulatory Commission (NRC) licensees or their contractors or subcontractors from discriminating against an employee for engaging in protected activities. Discrimination includes discharge, or other adverse or retaliatory action that relates to compensation, terms, conditions, and privileges of employment; and protected activities include raising nuclear safety or quality issues internally to licensee, contractor or subcontractor management or directly to the NRC.

Safety Conscious Work Environment. Ibercal is committed to safe operations, a strong nuclear safety culture and to maintaining a Safety Conscious Work Environment ("SCWE"). Seller shall maintain an SCWE program at its facilities, shall follow Ibercal's SCWE program while working at a Ibercal site, and shall follow Ibercal's customer's SCWE program while working at Ibercal's customer's site or facility.

Notice of Seller's Personnel Concerns. Seller shall promptly (but in no event later than five (5) Days) notify Ibercal after any concern is brought to the Seller's attention from Seller's personnel (or former personnel) or the personnel (or former personnel) of its lower tier suppliers or Subcontractors of: (i) an allegation in connection with the Work of discrimination or retaliation because of engagement in protected activities; or (ii) notice of filing of a Section 211 complaint with the U.S. Department of Labor (DOL); or (iii) notice of an investigation related to the filing of an allegation or Section 211 complaint by the NRC or the U.S. Occupational Safety and Health Administration (OSHA).

Further Information; Audit. It is Seller's responsibility to contact Ibercal to seek information, clarification, requirements or expectations for SCWE policies or programs. Ibercal and Ibercal's customer shall have the right to audit the effectiveness of such programs not less than once every twelve (12) months during the term of the Purchase Order. If Ibercal determines through any such audit that there are deficiencies in the implementation and practice of Seller's SCWE program, Seller shall undertake appropriate corrective actions to Ibercal's reasonable approval.

Material Breach. Any breach of these provisions shall be deemed a material breach of the Purchase Order. In the event that NRC, DOL, or other regulatory agency imposes a civil penalty against Ibercal or Ibercal's customer as a result of Seller's breach of these provisions, such civil penalty may be considered by the Parties to be direct damages and not consequential, special or indirect damages under this Purchase Order.

Flow-Down Requirement. Seller shall include the foregoing provisions into each of its lower-tier contracts or subcontracts for the performance of nuclear safety or quality work in connection with the Purchase Order, and Seller shall be responsible for ensuring compliance by its lower-tier suppliers and Subcontractors.

24. COUNTERFEIT, FRAUDULENT AND SUSPECT ITEMS

Counterfeit, Fraudulent and Suspect Items ("CFSI") refers to items that are (i) miss-labeled as to source or quality, (ii) falsely labeled as new, (iii) fraudulently stamped or identified as having been produced to high or approved standards, (iv) an unauthorized copy of a known product within the industry, or (v) materially misrepresented in some way by the Seller. All CFSI are presumed to be not in conformance with the requirements of the Purchase Order. Seller shall implement a program, applicable to all levels of supply, to document the sourcing of all items and components, and to ensure that CFSI is not delivered or incorporated into the Goods. If Seller becomes aware that it has furnished CFSI in any form, Seller shall immediately notify Ibercal in writing with the pertinent facts and Seller shall immediately: (i) provide Original Component Manufacturer ("OCM")/Original Equipment Manufacturer ("OEM") documentation that authenticates the traceability of the items in question; or (ii) promptly replace the CFSI with non-CFSI replacement items at Seller's sole cost and expense. If Ibercal, at any time, has reasonable cause to believe Seller has furnished CFSI, in any form, Ibercal shall notify Seller providing all relevant information and Seller shall immediately: (i) provide OCM/OEM documentation that authenticates the traceability of the items in question; or (ii) promptly replace the CFSI with non-CFSI replacement items at Seller's sole cost and expense. Ibercal's sole remedy, and Seller's sole obligation, for any breach of these CFSI requirements, will be to provide a non-CFSI replacement for the identified CFSI item.

25. PROHIBITED MATERIALS

Seller represents and warrants that the following materials shall not be used in the fabrication or finish of, or be present in, any Goods supplied to Ibercal under the Purchase Order: any conflict minerals of which the source is determined to be located in the Democratic Republic of Congo (DRC) or adjoining countries (Angola, Congo, Central Africa Republic, Sudan, Uganda, Rwanda, Burundi, Tanzania, and Zambia). The conflict minerals are currently coltan, cassiterite, gold or wolframite as determined under the Dodd-Frank Wall Street Regulation and Consumer Protection Act, from time to time. Seller is responsible for remaining informed of any changes in the conflict minerals implementing regulations of the Dodd-Frank Wall Street Regulation and Consumer Protection Act so that its representation is valid as of the time of supply of any Goods to Ibercal under the Purchase Order. At its option, Ibercal may require objective evidence to substantiate that these materials are not present.

26. GOVERNING LAW AND VENUE

This Purchase Order shall be governed by the laws of Spain without regard to its provisions for choice of laws or conflicts of laws and shall not be governed by the United Nations Convention for the International Sale of Goods.

Notwithstanding an action for injunction or other equitable remedy which may be sought from any court of competent jurisdiction, in the event of disputes arising from this Purchase Order or in connection with its execution, the Parties undertake to endeavor to settle these amicably.

If the Parties fail to come to a decision within thirty (30) days after the dispute has been submitted, such dispute shall be resolved by the courts and tribunals of Madrid, Spain.

27. SEVERABILITY

If any provision, or part of any such requirement, of the Purchase Order be held invalid, and thus unenforceable by a court of competent jurisdiction, or otherwise, then the remainder of the Purchase Order shall remain valid.

28. NON-WAIVER

The failure of either Party to enforce any of the provisions of the Purchase Order shall not be construed as a waiver of such provision nor shall it in any way affect the validity of the Purchase Order or the right of either Party to enforce each and every provision.

29. CONFLICTS

Seller shall promptly notify Ibercal in writing of any real or apparent conflicts, discrepancies, errors or omissions among the documents comprising this Purchase Order. Any Goods affected by such conflict, discrepancy, error or omission performed by Seller prior to resolution of same, shall be at Seller's risk.

30. SELLER DESIGN CHANGES AND SUBSTITUTIONS

Any design change that results in a deviation or nonconformance with the Purchase Order requirements, and any additional costs incurred by Ibercal in connection with such deviation or nonconformance, shall be for Seller's account. The Purchase Order may describe specific Goods, parts, materials, processes and/or products of manufacturers that will be required. Should Seller propose to furnish equivalent Goods, parts, materials, processes and/or products, either in substitution or as an alternate to Ibercal's specification, Seller shall provide substantiating documentation, and obtain Ibercal's written approval, prior to proceeding with said substitution. However, Ibercal's approval shall not relieve Seller from its responsibility to comply in all respects with the Purchase Order requirements.

31. PROCESSING OF PERSONAL DATA

Each Party is a separate and independent data controller and shall be separately responsible and liable for any processing of personal data performed by the Party pursuant to the Purchase Order. Neither Party shall be construed as a data processor in relation to the other Party. Each Party shall be solely and independently responsible for compliance with their respective obligations under the applicable data protection laws (including without limitation the so-called "GDPR", meaning the General Data Protection Regulation (EU) No. 2016/679, the relevant implementation laws and the applicable UK laws), including, inter alia, the obligations regarding information to Data Subject, Data Subjects rights, data security and cross-border transfers of personal data. Each Party acknowledges that the processing of personal data of its employees, owner, as well as any subcontractor, and their affiliates by the other Party is necessary for the purposes of performing the scope of work required under this Purchase Order t, and for complying with the related legal requirements and obligations, including accounting and tax reporting obligations, as well as managing the contractual and business relationship between the Parties. To contact Ibercal for any question concerning personal data the following contact details shall be used: dataprivacy@ibercal.com

32. DIGITAL PRODUCTS OR DIGITAL SERVICES

The terms of this Article are applicable only if the Work includes Digital Products or Digital Services.

Seller shall provide industry standard assurance that the supplied Digital Products or Digital Services are free from known testable vulnerabilities, known malicious code and known malware. Known vulnerabilities that cannot be remediated shall be documented and must be approved by Ibercal in writing prior to implementation as specified below:

- (a) Prior to delivery, Seller upon confirmation of any un-remediated vulnerabilities supplied to Ibercal in a Digital Product or Digital Service not previously approved by Ibercal, shall provide initial written notification within three (3) Days of a tamper evident seal violation and ten (10) Days of access control violations or other un-remediated vulnerabilities.
- (b) Following delivery and through conclusion of the warranty period, if Seller becomes aware or suspects that it has furnished a Digital Product or Digital Service to Ibercal that includes vulnerabilities in any form, Seller shall provide initial written notification within three (3) Days with the pertinent facts and Seller shall immediately promptly resolve the issue with items acceptable to Ibercal at Seller's sole cost and expense.
- (c) If Seller experiences a cyber security breach of any kind that may affect Digital Products or Digital Services that will be supplied or have been supplied to Ibercal, Seller is required to immediately provide written notification of the breach to Ibercal.

Seller shall provide industry standard assurance that the supplied Digital Products or Digital Services shall not contain unauthorized or undocumented functionality or features. For commercial-off-the-shelf or catalogue purchases where the above cannot be accomplished; vendor testing cannot be determined; or, adequate custody and control of the Digital Product and Digital Services is not maintained, the following actions are required by Seller:

- (a) Seller shall determine what software development and quality assurance was performed by the vendor in order to take credit for the signature and performance testing that will reveal anomalous behavior;
- (b) If Seller is unable to determine the testing performed by the vendor, Seller will need to perform functional, signature based and anomaly based testing to ensure that no malware exists on the device.

Seller and/or any Subcontractors, if developing software, shall employ documented software quality and validation methods to minimize flawed or malformed software.

Digital Products shall be provided in tamper-proof or in tamper-evident packaging or protected by the use of encryption, digital signatures, and/or hashing algorithms to validate the integrity of the deliverable.

All Subcontractors that have involvement with the development of Digital Products or the providing of Digital Services shall adhere to the same requirements as specified herein.

33. SURVIVAL

The Parties agree that the provisions of Article 4 – Payment; Article 5 – Taxes; Article 6 – Warranty; Article 7 – Compliance with Laws and Government Regulations; Article 8 – Indemnity; Article 9 – Insurance; Article 11 – Liens; Article 12 – Proprietary (Confidential) Information; Article 20 – Anti-Bribery/Kickback and Anti-Corruption Laws; Article 21 – Compliance with Anti-Boycott, Unfair Competition and Antitrust Laws; Article 22 – Environment, Health and Safety; Article 24 – Counterfeit, Fraudulent and Suspect Items; Article 26 – Governing Law and Venue; Article 31 – Processing of Personal Data; this Article 33 – Survival and any other terms and conditions of the Purchase Order that by the context or by law are intended to survive termination, cancellation or expiration of the Purchase Order.

ATTACHMENT 1**22. ENVIRONMENT, HEALTH AND SAFETY**

Seller warrants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Ibercal is suitable for use and/or transport in any jurisdiction to or through which Ibercal informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and is listed on or in: A) the list of chemical substances compiled and published by the Administrator of the U.S. Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601), also known as the TSCA Inventory, or exempted from such list under 40 C.F.R. 720.30-38; B) the Federal Hazardous Substances Act (P.L. 92-516) as amended; or C) the People's Republic of China's Inventory of Existing Chemical Substance in China ("IECSC"), if applicable.

Seller warrants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Ibercal: A) is properly documented and/or registered as required in the jurisdiction to or through which Ibercal informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to pre-registration and registration if required, under Regulation (EC) No. 1907/2006 ("REACH"); B) is not restricted under Annex XVII of REACH or other similar legislation in any country through which Ibercal informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur; and C) if subject to authorization under REACH or similar legislation, is authorized for Ibercal's use. In each case, Seller shall provide Ibercal with supporting documentation prior to delivery or transfer and timely upon request, including but not limited to, 1) pre-registration numbers for each substance; 2) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the Materials; 3) all relevant information that Ibercal needs to meet its obligations under REACH to communicate safe use to its customers; 4) the documentation of the authorization for Ibercal's use of an Annex XIV substance; and (5) any other information related to the composition and/or authorization of use the Goods. Seller shall notify Ibercal if it decides not to register substances that are subject to registration under REACH and constitute or contained in Goods supplied to Ibercal at least eighteen (18) months before their registration deadline. Seller must monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "Candidate List") and immediately notify Ibercal if any of the Goods supplied to Ibercal constitute or contain a substance submitted and/or proposed for listing on the Candidate List. Seller shall provide Ibercal with the name of the substance and sufficient information to allow Ibercal to safely use the Goods and fulfill Ibercal's own obligations under REACH.

Seller warrants that none of the Goods sold or transferred to Ibercal contain any: A) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); B) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; C) chemical or hazardous material otherwise restricted pursuant to EU Directive 2011/65/EU (21 July 2011) (the "RoHS Directive"), as amended; (D) chemical or hazardous otherwise restricted pursuant to China's Management Methods for Control of Pollution Caused by Electronic and Electrical Products ("China RoHS"), if applicable; (E) designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon-1211, 1301, and 2402, and chlorofluorocarbons ("CFCs") 11-13, 111-115, 211-217); F) substance listed on the REACH Candidate List, subject to authorization and listed on Annex XIV of REACH, or restricted under Annex XVII of REACH; or F) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Ibercal informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Ibercal expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods sold or transferred to Ibercal. Upon request from Ibercal and subject to reasonable confidentiality provisions that enable Ibercal to meet Ibercal's compliance obligations, Seller shall provide Ibercal with the chemical composition, including proportions and weights, of any substance, preparation, mixture, alloy or goods supplied under the Purchase Order and any other relevant information or data regarding the properties, including without limitation test data and hazard information.

Seller warrants that, except as specifically listed on the Purchase Order or in an applicable addendum, none of the Goods supplied under the Purchase Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of a jurisdiction to or through which Ibercal informs Seller the Goods are likely to be shipped or to or through which Seller otherwise

has knowledge that shipment likely will occur, including but not limited to EU Directive 2012/19/EU (24 July 2012) (the “WEEE Directive”), as amended and EU Directive 2006/66/EC (26 September 2006) (the “Batteries Directive”), as amended and/or any other legislation or regulation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, “Take-Back Legislation”), if applicable. For any goods specifically listed on the Purchase Order or in such addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take-Back Legislation, Seller shall: A) assume responsibility for taking back such goods in the future upon the request of Ibercal and treating or otherwise managing them in accordance with the requirements of applicable Take-Back Legislation; B) take back as of the date of the Purchase Order any used goods currently owned by Ibercal of the same class of such Goods purchased by Ibercal under the Purchase Order up to the number of new units being purchased by Ibercal or to arrange with a third party to do so in accordance with all applicable requirements; and C) appropriately mark and/or label the Goods as required by any applicable Take-Back Legislation. Seller shall not charge Ibercal any additional amounts, and no additional payments shall be due from Ibercal for Seller’s agreement to undertake these responsibilities.

Seller warrants that all Goods conform to applicable Conformité Européenne (“CE”) directives for goods intended for use in the EU, including those regarding electrical and electronic devices, machinery and pressure vessels/equipment. Seller shall affix the CE mark on Goods as required. Seller shall provide all documentation required by the applicable CE directives, including but not limited to Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.

With respect to Goods sold or otherwise transferred to Ibercal under the Purchase Order, Seller shall provide all relevant information, including but not limited to, safety data sheets in the language and legally required format of the location to which the Goods will be shipped and mandated labeling information, required pursuant to applicable requirements such as: A) the United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS) or similar legislation; B) the Occupational Safety and Health Act (“OSHA”) regulations codified at 29 C.F.R. 1910.1200, as amended; C) EU REACH Regulation (EC) No. 1907/2006, EU Regulation (EC) No. 1272/2008 classification, labeling and packaging of substances and mixtures (“CLP”), EU Directives 67/548/EEC and 1999/45/EC, as amended, if applicable; D) any applicable labeling and information disclosure requirements of China’s Management Methods for Control of Pollution Caused by Electronic and Electrical Products (“China RoHS”), if applicable; and E) any other applicable law, rule, or regulation or any similar requirements in any other jurisdictions to or through which Ibercal informs Seller the Goods are likely to be shipped or through which Seller otherwise has knowledge that shipment will likely occur, such as the U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials, including hazardous materials specified pursuant to 49 C.F.R., the International Maritime Organization (“IMO”), the International Air Transport Association (“IATA”).