

IBERCAL PROPRIETARY CLASS 2

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**EMEA TERMS AND CONDITIONS FOR THE PURCHASE OF
NON-SAFETY ENGINEERED GOODS ENTIRE AGREEMENT**

IBERCAL, S.L.U.

The Purchase Order, these commercial terms and conditions, and all referenced specifications, attachments, appendices, and exhibits thereto, constitutes the complete binding agreement between IBERCAL, S.L.U. ("Ibercal") and Seller (as identified on the face of the Purchase Order) relating to the Work hereunder, superseding all prior agreements or undertakings, and subject to change only through the issuance by Ibercal of a Change Notice executed by the Parties hereto.

1. ACCEPTANCE AND AUTHORITY

Any acknowledgment of the Purchase Order by Seller, or the commencement of performance of the Work, shall serve as Sellers' acceptance of the Purchase Order.

All prior dealings and understandings, and any additional, different, or inconsistent terms or conditions referenced by Seller in its bid, and/or in connection with its implementation of the Purchase Order, are hereby objected to and rejected by Ibercal, unless specifically agreed to in writing by the Parties. 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 this Purchase Order within seven (7) Days of receipt, it shall be deemed accepted by Seller.

2. DEFINITIONS

The following defined terms have the meanings given below, except where the context clearly indicates a different meaning is intended. These definitions may be supplemented by any definitions contained elsewhere in the documents incorporated by reference in the Purchase Order, but in case of any conflict or inconsistencies, the definitions set forth below will prevail.

"Change Notice" means the written document issued Ibercal to Seller to change, make additions to and/or deletions from the Work.

"Chronic Failure" means the occurrence of three (3) or more similar failures of any part of the Work, during the warranty period.

"Customer" means Ibercal's client that utilizes Seller's Work in its final, installed configuration for the intended application.

"Day" means a calendar day and includes Saturdays, Sundays and legal holidays.

"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.

"Disclosing Party" means the Party disclosing Proprietary Information to the other Party.

"Documentation" means all tangible documentation, including calculations, drawings, studies, reports, evaluations, designs, records, forms, manuals, reviews, procedures, specifications and plans.

"Effective Date" means the effective date identified on the signature page of the Purchase Order.

"Goods" shall mean the supplies, materials, equipment, Documentation and any other submittals or deliverables, or tangible items, which form and constitute Seller's scope of supply pursuant to the Purchase Order.

"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.

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

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“Proprietary Information” means the Purchase Order including these terms and conditions and any and all information, data, software, matter or thing of a secret, proprietary, confidential or private nature identified as confidential and/or proprietary information by the Disclosing Party, relating to the business of the Disclosing Party, including matters of a technical nature (such as know-how, processes, data and techniques), matters of a business nature (such as information about schedules, costs, profits, markets, sales, customers, the Parties’ contractual dealings with each other and the Work that is the subject-matter thereof), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, and any other information which has been derived from the foregoing information by the Receiving Party.

“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, executed by the Parties.

“Purchase Price” means the compensation to be paid by Ibercal to Seller for Seller’s performance of the Work, as required by the Purchase Order, and as may be modified from time to time, by a Change Notice executed by the Parties.

“Quality Assurance Program” means a written program covering all of Seller’s activities in support of the Work, consistent with the requirements of the Purchase Order.

“Receiving Party” means the Party receiving Proprietary Information from the other Party.

“Seller” means the company providing the Goods.

“Services” means all activities performed by Seller, as required by the Purchase Order, including but not limited to, labor, technical support during installation, maintenance, repair, commissioning and testing of the Goods, as well as training, consulting, and any other technical services support obligations of Seller.

“Site” means Ibercal’s Customer’s facility or plant.

“Subcontractor” means Seller’s subcontractors or suppliers of any tier performing or providing all or a portion of the Work.

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

“Work” means Seller’s complete scope of supply for the Goods and Services, as specified in the Purchase Order.

3. AUTHORITY AND COMMUNICATION

Seller acknowledges that only a representative of the Global Supply Chain Solutions organization of Ibercal is authorized to enter into the Purchase Order on behalf of Ibercal.

All written communications must be directed to Ibercal’s Global Supply Chain Solutions authorized representative. Seller is permitted to communicate with Ibercal’s engineering or quality assurance personnel on technical or quality matters only. Any commitments resulting from such communications shall not be binding on Ibercal and Seller, unless documented by Ibercal through the issuance of a Change Notice.

4. ORDER OF PRECEDENCE

In the event of conflict among the various documents of the Purchase Order, the conflict shall be resolved according to the priority identified below:

1. Ibercal’s Change Notices, with the most recent dated documents taking precedence over earlier documents
2. Ibercal’s Purchase Order
3. These Terms and Conditions
4. Ibercal’s Purchase Order Attachments and Schedules
5. All other documents to the Purchase Order

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Any amendment will have priority over the document it amends, and any amended document will have the same precedence as stated in this provision. The various documents constituting the contractual obligations between the Parties shall, insofar as is possible, be so interpreted as to be consistent with one another.

5. SUBCONTRACTING

Seller shall not subcontract any portion of the Work without the prior written approval Ibercal, which shall not be unreasonably withheld.

6. EXPEDITING, INSPECTION, TESTING AND ACCEPTANCE OF WORK

All Work in progress (including Work performed by Seller's Subcontractors), shall be subject to expediting, and inspection as Ibercal may direct, inclusive of Ibercal's Customer or representatives of either. Seller shall provide, at no additional charge, facilities and other assistance as may be necessary, to support such expediting and inspection activities.

Seller shall provide Ibercal and its Customer, or their representatives, access to plant, facilities and records of Seller and its Subcontractors, for the purpose of expediting and inspection of the Work. In the event that a non-conformance is discovered, Seller shall promptly correct all such nonconforming Work at its sole expense.

Goods shall not be released for shipment until such time as any testing required by the Purchase Order, is completed and accepted, in writing, by Ibercal.

No inspection or observance of any inspection, or testing performed (or failed to be performed), by Ibercal shall be deemed to constitute a waiver of any of Seller's obligations under the Purchase Order or be construed as an approval or acceptance of the Work.

7. PAYMENT

Payments shall be made only upon Ibercal's receipt of correct invoice(s), including any required backup documentation and Lien releases. Ibercal shall pay an undisputed invoice within sixty (60) Days of its receipt, and completion of the Work. Payment of any invoice shall not: (a) constitute approval or acceptance of any Work; (b) shall not be evidence of satisfactory performance of the Work; (c) shall not be construed to be acceptance of defective or nonconforming Work; and (d) shall not relieve Seller of its obligations under the Purchase Order. Ibercal has the right to withhold all or any portion of a payment due to Seller, as necessary, to protect Ibercal from loss due to Seller's failure to fulfill its obligations under the Purchase Order.

If any invoice or part thereof is incorrect, deficient or disputed, Seller shall promptly modify and resubmit the invoice in proper form. Ibercal shall provide notification to Seller of such deficient or disputed invoice, along with the basis for rejection of said invoice. Ibercal shall pay any portion of the invoice that is not in dispute within sixty (60) Days from the date of Ibercal's receipt of Seller's corrected invoice.

To facilitate invoice processing, Seller shall reference the Purchase Order number and applicable line item(s), on all invoices submitted for payment.

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

Seller may be asked to supply a performance security, in an amount specified in the Purchase Order, and in the preferred form of an irrevocable, standby letter of credit. The performance security shall be valid through the warranty period, including any time extensions thereto.

8. LIQUIDATED DAMAGES FOR DELAY

If the Work or any part thereof is not delivered at the agreed time for delivery, Ibercal shall be entitled to liquidated damages from the date on which delivery should have taken place. The Work shall be deemed delivered when the Seller has completed delivery of the Work in accordance with the agreed trade term, if applicable, and when the Seller has also completed its other obligations under

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the Purchase Order which shall be fulfilled before delivery. The liquidated damages shall be payable at a rate of 1.5 percent of the purchase price for each commenced week of delay. The liquidated damages shall not exceed 30 percent of the purchase price.

If the delay in delivery is such that Ibercal is entitled to maximum liquidated damages, or if it is clear from the circumstances that such delay will occur, and if the Work or any delayed part thereof is still not delivered, Ibercal may in writing demand delivery within a final reasonable period. If the Seller does not deliver within such final period, then Ibercal may by notice in writing to the Seller terminate the Purchase Order.

In addition to liquidated damages, Ibercal shall be entitled to compensation for the loss he suffers due to Seller's delay to the extent the loss exceeds the maximum of liquidated damages he may claim under this Article.

9. TAXES

The Purchase Price shall not include sales or use taxes imposed upon the sale or use of tangible personal property or services, and such taxes, if applicable, are to Ibercal's account. In the event Seller is registered to collect applicable sales or use taxes, it shall do so as an addition to the Purchase Price, 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 and inventory taxes imposed with respect to Goods for which title has passed to Ibercal pursuant to the Purchase Order, including but not limited to, taxes that may be levied while such Goods are being stored by Seller or otherwise in Seller's custody.

10. CHANGES

The Purchase Order may be changed by Ibercal through the issuance of a Change Notice, and Seller shall promptly comply with such Change Notice. Any claim for adjustment must be asserted by Seller within ten (10) Days after receipt of a Change Notice. Seller will, at Ibercal's direction, proceed with the change(s) pending resolution of any dispute regarding the change, and Seller's failure to proceed as directed will be deemed to be a material breach of the Purchase Order.

11. SCHEDULE REQUIREMENTS

The Parties agree that the performance and delivery/schedule requirements for the Work are an integral part of the Purchase Order and Seller hereby agrees that it shall perform all Work in accordance with said performance and delivery schedules.

Within thirty (30) Days after the Effective Date, Seller shall submit an initial progress report reflecting the status of all Supplier activities in support of the Work. This initial progress report submittal shall include, as a minimum:

- 1) Drawing and Document Submittals and Status: An electronic drawing and document register listing all Documentation deliverables, including forecast submittal date(s).
- 2) Major Materials and Subcontractor's Status: A schedule for placement of all major material orders, material delivery leadtimes and a listing of major Subcontractors to be engaged by Supplier for the performance of Work.
- 3) Project Schedule: A schedule that reflects Seller's planned activities related to the Work, including but not limited to, engineering, major material order placement and lead times, fabrication activities and related completion dates, testing requirements, transport plans and any other activities to be performed by Seller's and its Subcontractors in fulfillment of the Purchase Order obligations and requirements.

After the initial submittal, progress reports shall be prepared, updated and issued by Seller to Ibercal on a monthly basis. The monthly progress report shall be in a format and level of detail reasonably acceptable to Ibercal.

12. PERFORMANCE STANDARDS; SELLER'S WARRANTIES

Goods 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 twenty-four (24) months from the date such Goods are placed in service by Ibercal, or its Customer, or four (4) years after acceptance by Ibercal, whichever occurs first, the Goods are defective or otherwise fail to conform to the Purchase Order requirements, Seller shall repair, replace, modify, or make right the Goods supplied hereunder at no additional cost

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to Ibercal or its Customer, including but not be limited to, the cost(s) associated with disconnection, removal, disassembly, transport, reinstallation, re-connection, re-testing, and re-inspection of the Goods, as required to correct the defect or nonconformity or demonstrate that the previously defective Goods conform to the requirements of the Purchase Order; or at Ibercal's option, Seller shall refund the Purchase Price, or an appropriate portion thereof, to Ibercal.

With respect to any corrected Goods, the warranty period shall be extended for one (1) year from the date of Ibercal's acceptance of the repair or replacement, or for the remainder of the initial warranty period, whichever is later.

Services Warranty.

Seller warrants that the Services furnished under the Purchase Order (i) shall reflect the highest standards of professional knowledge and judgment; (ii) shall be free from defects in workmanship; and (iii) shall comply with all requirements of the Purchase Order, until twenty-four (24) months from the completion date of such Services.

Seller shall correct any nonconforming Services at its sole expense, as directed by Ibercal, by promptly: (i) re-performing the non-conforming Services, or (ii) refunding the Purchase Price or appropriate portion thereof to Ibercal.

With respect to any corrected Services, the warranty period shall be extended for one (1) year from the date of re-performance or for the remainder of the initial warranty period for the Services, whichever is later.

Compliance Warranty.

Seller warrants that:

- (i) 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.
- (ii) Seller shall comply with all applicable laws, codes, rules, ordinances, regulations and standards, including those of the countries where the Work will be performed and/or delivered; and
- (iii) while upon the premises of Ibercal or its Customer, Seller shall comply with all applicable Site rules and policies.
- (iv) Seller shall comply at all times with the values, principles and standards set forth in Ibercal Supplier Code of Conduct, to be considered an integral part of the Purchase Order. Any breach of Ibercal Supplier Code of Conduct shall be considered a Seller's default and will entitle Ibercal to take any suitable action for the best protection of its rights, including the termination of the Purchase Order pursuant to the Purchase Order.

Chronic Failures.

If any part of the Work experiences a Chronic Failure, as determined by Ibercal in its sole and reasonable discretion, Seller hereby agrees to investigate the root cause of such Chronic Failure at its sole expense, and if the root cause is found to be a breach of Seller's obligations under the Purchase Order, then Seller shall, at its sole expense, promptly provide the findings of the root cause investigation to Ibercal and make such repairs, replacements or adjustments as are necessary to prevent the re-occurrence of the Chronic Failure. Ibercal and its Customer shall provide the required access to the Goods to enable Seller to perform the foregoing evaluation and required modifications.

Warranty Beneficiaries.

The foregoing warranties shall be extended to, and be for the benefit of Ibercal, its owner and Ibercal's Customers.

Seller shall correct any nonconformity with this warranty at its sole expense, as directed by Ibercal.

13. BACKCHARGES

Ibercal shall give Seller written notice of any purported breach which may occur during Seller's performance of the Work, specifying in reasonable detail the circumstances of such breach. Seller shall, within seven (7) Days of receipt of such notice, submit for Ibercal's approval, a plan to remedy the breach at Seller's sole cost and within the shortest practicable time consistent with the breach to be remedied.

Seller hereby agrees that if fails to begin to implement the necessary corrective actions, or through its actions or words, refuses to respond to Ibercal's request to correct the purported breach, Ibercal, in its sole discretion, shall notify Seller in writing that Ibercal

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will undertake or cause others to undertake the necessary corrective actions at Seller's sole cost and expense, thru the issuance of a back charge to Seller's account, including all costs incurred by Ibercal, its Customer or by any Third Party, in performing, completing, or correcting the Work.

The cost of the backcharge work will include, but may not be limited to:

- (a) Labor: at actual cost including payroll burdens;
- (b) Materials: at actual cost, delivered to the Site; and freight at actual cost;
- (c) Construction equipment: at actual rental cost, or at Ibercal's equipment rental rates, as applicable;
- (d) All taxes, levies, duties, and assessments attributable to the backcharge work; and
- (e) A mark-up of thirty percent (30%) applied to items (a) through (d) above for Ibercal's indirect costs, supervision, and administration.

Ibercal will furnish Seller with a written cost estimate for the performance of same, and will request Seller's written agreement prior to proceeding. However, if after a reasonable period of time, Seller and Ibercal fail to agree, if an urgent situation arises, or if such delay will create a negative impact on Ibercal's schedule with its Customer, Seller hereby agrees that Ibercal may proceed with corrective action without Seller's written agreement.

As backcharge tasks are accomplished, Ibercal will invoice Seller. The invoice will identify the specific task completed and will provide reasonable backup information. If the total cost exceeds or is expected to exceed the estimate provided by Ibercal to Seller, Ibercal will notify the Seller as soon as practical so that Seller is made aware of the adjustment prior to issuance of the invoice.

Ibercal shall invoice Seller or offset the cost of the backcharge work against any remaining Purchase Order balance due Seller. To the extent such backcharge sums exceed the remaining Purchase Order payment amounts due to Seller, Ibercal shall invoice Seller for the backcharge work and payment will be due forty-five (45) Days from the invoice date.

Ibercal's performance of backcharge work will not relieve the Seller of its remaining responsibilities and obligations under the Purchase Order.

14. SELLER DESIGN CHANGES AND SUBSTITUTIONS

If Seller institutes a design change to the Goods, inclusive of changes to the metallurgy of major materials or components, Seller shall provide written notice to Ibercal of the change and, if requested, the analysis performed to evaluate the design modification's operational impact. 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 parts, materials, processes and/or products of manufacturers that will be required. Should Seller propose to furnish equivalent 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 such substitution. However, Ibercal's approval shall not relieve Seller from its responsibility to comply in all respects with the Purchase Order requirements.

15. INDEMNITY

Seller shall defend, indemnify and hold harmless Ibercal, its owner, and Ibercal's Customer, and its/their officers, agents, employees, successors and assigns from and against any and all Liens, liabilities, damages, costs, losses, claims, demands, actions, and expenses (including reasonable attorney fees) arising out of, resulting from, or relating to the Purchase Order or the Work, 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.

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

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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.

16. INSURANCE

17.1 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.

<u>Type of Coverage</u>	<u>Minimum Amount of Coverage</u>
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)
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

17.2 Provisions Applicable to All Coverages:

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- (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 17.3 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 17.2(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 17 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.

17.3 Policy Endorsements.

- (a) Each liability insurance policy (including the Workers' Compensation and Employer's Liability policies) required to be provided by Seller in Article 17.1 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 17.1 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.

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17. LIENS

Seller warrants that the Work will be free and clear of all Liens at all times. 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.

18. PROPRIETARY (CONFIDENTIAL) INFORMATION

Previous Agreements Superseded. The terms of this Article shall supersede any previous proprietary or confidentiality agreement executed by Ibercal and Seller.

Purpose of Use. Proprietary Information shall be used by the Receiving Party exclusively in connection with the performance of its responsibilities relating to (a) the Work and (b) the Purchase Order.

Prevention of Unauthorized Disclosure. The Receiving Party shall employ all reasonable commercial efforts and precautions to maintain the Proprietary Information received under the Purchase Order in strict confidence and to prevent loss or unauthorized disclosure of the Proprietary Information.

Disclosure to Third Parties. Ibercal shall have the right to disclose Seller's Proprietary Information to Ibercal's owner and to Ibercal's Customer, and their subsidiaries, for the purposes set forth in this Article or as otherwise provided in this Purchase Order. Otherwise, a Receiving Party shall disclose Proprietary Information only to its employees, or to the employees of Ibercal's owner or Customer if Ibercal is the Receiving Party, who (a) have a need to know solely for the purposes set forth herein and (b) are bound to protect the Proprietary Information from unauthorized use and disclosure under terms at least as restrictive as those contained herein. A Receiving Party shall not disclose Proprietary Information to any other person, firm or company without the prior written approval of the Disclosing Party.

Disclosure Required by Law or Order. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article. If such protective order or other remedy is not obtained, or compliance with the provisions of this Article is waived, the Receiving Party shall disclose only the minimum amount of Proprietary Information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Proprietary Information so disclosed.

Exceptions. The above requirements shall not apply to any Proprietary Information that is:

- (a) at the time of disclosure generally known or readily available to the trade or public or becomes so known or readily available without fault of the Receiving Party;
- (b) lawfully obtained at any time from a Third Party legally entitled to possess the information and provide it to the Receiving Party, if the use or disclosure (as appropriate) is in accordance with the rights or permission lawfully granted to the Receiving Party by such Third Party;
- (c) disclosed in any issued patent, publication, or other source from and after the time it becomes generally available to the public; or
- (d) independently developed by the Receiving Party without the benefit of the Proprietary Information disclosed to the Receiving Party under the Purchase Order and substantiated by written evidence.

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

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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.

19. OWNERSHIP AND LICENSE RIGHTS

Ibercal Background Information.

- (a) "Ibercal Background Information" means all of Ibercal's Documentation, data, information, ideas, concepts, know-how, software, methods, procedures, processes, improvements, inventions and discoveries that either (i) are owned or controlled by Ibercal prior to the Effective Date and furnished to Seller for purposes of the Work or (ii) are independently developed or obtained by Ibercal during the term of this Purchase Order and furnished to Seller for purposes of the Work.
- (b) Ibercal shall retain all right, title and interest in and to Ibercal Background Information, including all intellectual property rights therein.
- (c) Ibercal grants to Seller a license on a non-exclusive, nontransferable, nonsublicensable and royalty-free basis to use and modify the Ibercal Background Information solely for the purpose of providing the Work to Ibercal.
- (d) Ibercal shall own all right, title and interest in any and all modifications made by Seller to Ibercal Background Information.

Seller Background Information.

- (a) "Seller Background Information" means all of Seller's Documentation, data, information, ideas, concepts, know-how, software, methods, procedures, processes, improvements, inventions and discoveries that are owned or controlled by Seller prior to the Effective Date and used by Seller for purposes of the Work.
- (b) Seller shall retain all right, title and interest in and to Seller Background Information, including all intellectual property rights therein.
- (c) Seller grants to Ibercal and its Customer a license on an irrevocable, perpetual, non-exclusive, assignable, paid-up, royalty-free and worldwide basis to use, have used, copy, modify, have modified, create derivative works of, store electronically and sublicense Seller Background Information to the extent necessary for the use of the Work and the Ibercal Foreground Information as may be required by Ibercal or its Customer.
- (d) At Ibercal's reasonable request, Seller shall provide Ibercal with remote electronic access to Seller Background Information unless precluded by third-party license restrictions.

Foreground Information.

- (a) "Foreground Information" means all Documentation, data, deliverables, information, ideas, concepts, know-how, software, methods, procedures, processes, results, improvements, inventions and discoveries that are made, conceived and/or first reduced to practice or use by or on behalf of Seller arising under the Purchase Order.
- (b) Ibercal shall own all right, title and interest in all Foreground Information, including all associated intellectual property rights therein (including copyright). Seller shall transfer any and all right, title and interest in and to such Foreground Information to Ibercal to the extent required or necessary by Ibercal.
- (c) For the term of the Purchase Order only, Ibercal grants to Seller a license on a non-exclusive, nontransferable, nonsublicensable, royalty-free basis to use the Foreground Information solely for the purpose of providing the Work to Ibercal.
- (d) Seller shall provide Ibercal with the necessary assistance (and direct its employees to do the same) for Ibercal to file and prosecute patent applications in order to protect Foreground Information, including by making any assignments of ownership that may be required by Ibercal. Seller shall clearly mark all Foreground Information to the extent possible with the notation "Ibercal Proprietary Class 2" unless otherwise directed by Ibercal.

Third-Party Information.

- (a) “Third-Party Information” means any Documentation, data, information, ideas, concepts, know-how, software, methods, procedures, processes, improvements, inventions and discoveries provided by unaffiliated third parties that are used by Seller in the performance of and incorporated into or necessary for the use of the Work.
- (b) To the extent such Third-Party Information is included in any Work or necessary for the use of Seller Background Information or Foreground Information, Seller agrees that it has obtained for Ibercal and its Customer, to the extent reasonably possible, the right to use, have used, copy, modify, have modified, create derivative works of, store electronically and sublicense such Third-Party Information.
- (c) Seller represents that it holds a license to such Third-Party Information, and it is authorized under such license to sublicense the Third-Party Information as required herein.

20. TITLE; RISK OF LOSS; DELIVERY

Transfer of Title. Title to all Work furnished under the Purchase Order shall pass to Ibercal upon the earlier of (a) payment by Ibercal to Seller; or (b) delivery of the Work, or any portion thereof, to Ibercal. While Seller has any Goods in its possession that are owned by Ibercal or in which Ibercal holds an interest in any way, whether secured or unsecured, Seller shall clearly identify and segregate such Goods. In the event payments are made by Ibercal prior to delivery, Seller hereby grants a security interest in such Goods and related documentation to Ibercal and Seller shall execute and deliver such documents as may be deemed necessary by Ibercal to protect its rights to the Goods and related documentation. The passage of title to Ibercal shall not be deemed an acceptance or approval of any Work, shall not affect the allocation of risk of loss, and shall not otherwise relieve Seller of any obligations, including obligations related to delivery, under the Purchase Order.

Risk of Loss. Regardless of whether title has passed to Ibercal, the risk of loss for the Work remains with Seller until delivery to Ibercal in accordance with this Article. Seller shall at its cost promptly replace, repair or reconstruct any Work that is lost, damaged, or destroyed while Seller bears the risk of loss.

Delivery. 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).

If requested, 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 Goods, and Harmonized Tariff Code(s) to the first six digits, upon the earlier of the shipment date or upon request by Ibercal.

21. TERMINATION AND SUSPENSION

Ibercal may terminate or suspend the Purchase Order for its convenience, in whole or in part, at any time by written notice. Seller shall promptly comply with the Ibercal directions contained in such notice and shall: (1) take all necessary action to terminate or suspend the Work in progress; (2) protect, preserve and deliver, as requested, any Goods in Seller's possession; and (3) continue the performance of such part of the Work not terminated or suspended by the notice. Failure to continue the performance of Work not suspended or terminated shall be deemed to be a material breach of the Purchase Order. If Seller at the time of such termination or suspension has in stock or on firm order any completed or uncompleted items or any raw, semi-processed or completed materials for use in fulfilling the Purchase Order that cannot be used by Seller for any other purpose, then: (1) in the case of completed items or materials, Ibercal may either require delivery of all or part of the completed items or materials and make payment thereof at the Purchase Price or, without taking delivery thereof, pay Seller the Purchase Price, and (2) in the case of uncompleted items or raw or semi-processed materials, Ibercal shall, at its option, either require Seller to deliver all or part of such items or materials at the portion of the Purchase Price representing their stage of completion or, without taking delivery thereof, pay Seller with respect to such items or materials as are properly allocable to the Purchase Order, a portion of the Purchase Price representing the state of completion of such items or materials; and (3) in the case of items or materials which Seller has on firm order, Ibercal shall, at its option, either take an assignment of Seller's right under such order or pay the costs, if any, of settling or discharging Seller's obligation under the Purchase Order.

Ibercal shall have the right, by written notice to Seller, to terminate the whole or any part of the Purchase Order for default: (1) if Seller fails to deliver the Work or any portion of the Work within the time or in the manner provided under the Purchase Order, (2) if reasonable grounds for insecurity arise with respect to Seller's performance of the Work and Seller fails to furnish adequate assurances within ten (10) Days after a written demand by Ibercal for such assurance or (3) if Seller becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. In the event Ibercal terminates the Purchase Order, in whole or in part, for default, Ibercal shall be entitled to all rights and remedies provided by law or in equity.

22. AUDIT RIGHTS

Ibercal shall have reasonable access during normal working hours to Seller's books or records, and all supporting documents thereto, for the purpose of validating Seller's charges for cost-reimbursable Work performed under the Purchase Order. Seller must ensure that the financial records and procedures adhere to generally accepted accounting practices and principles.

23. QUALITY ASSURANCE

23.1 Seller represents that it has established and implemented a Quality Assurance Program and that said program meets Ibercal's compliance requirements applicable to the Work.

23.2 Ibercal and its Customer shall, at their sole cost and expense, have access to Seller's and its Subcontractors' facilities where the Work is being performed for the purpose of quality assurance surveillance, the witnessing of the general performance of the Work and participating in specific witness inspection points. Ibercal shall have the right to issue a stop-work order at any time Ibercal determines that the Work is not in compliance with the Quality Assurance Program or other requirements of the Purchase Order. Seller shall compensate Ibercal for its additional costs and expenses incurred as a result of such non-compliance by Seller, and Ibercal shall not be obligated to compensate Seller for time, costs, damages or delays caused by such non-compliance, nor shall such delays constitute grounds for any change or modification to the delivery schedule requirements of the Purchase Order.

23.3 Ibercal and its Customer shall have access to Seller's facilities for the purpose of auditing Seller's Quality Assurance Program and quality control records applicable to the Work.

23.4 The obligations contained in this Article shall apply to Seller's Subcontractors, and Seller must impose the same obligations on its Subcontractors.

24. 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.

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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.

25. ASSIGNMENT

Seller shall not assign the Purchase Order in whole or in part without Ibercal's prior written consent. Seller shall promptly notify Ibercal in writing of any change in its status including, but not limited to bankruptcy, insolvency, change of ownership or control, strike or work stoppage.

Ibercal may assign its rights and obligations under the Purchase Order to its owner, or its Customer.

26. PUBLICITY

Seller shall not, except with the express prior written consent of Ibercal, in any manner advertise or publish or release for publication any statement or information mentioning Ibercal, its owner, affiliates and or subsidiaries or any information related to the Work and the Purchase Order.

27. 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 corrupt 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. If requested by Ibercal, Seller shall provide certifications of compliance with said requirement. Any violation of this Article shall give Ibercal the right to terminate the Purchase Order.

28. 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.

29. IBERCAL -FURNISHED PROPERTY

If applicable to the Work, any tools, patterns, equipment, material or other property supplied by Ibercal ("Ibercal -Furnished Property") to Seller shall be used by Seller exclusively for the purpose of meeting the Purchase Order requirements.

Title to Ibercal -Furnished Property shall remain with Ibercal. Seller shall segregate and clearly mark Ibercal -Furnished Property to show Ibercal's ownership and shall preserve Ibercal's title thereto free and clear of all encumbrances. Should Ibercal at any time have reason to believe that its title to, or right to the possession of, any Ibercal -Furnished Property is threatened, Ibercal shall have the right to enter upon Seller's premises and remove such property. Ibercal also reserves the right to abandon Ibercal -Furnished Property at no additional cost to Ibercal upon issuance of a written notification to Seller.

Seller shall, at its expense, perform all maintenance, repairs and replacements necessary to the Ibercal -Furnished Property so that it may: 1) remain suitable for use in the performance of Work under the Purchase Order, and 2) be returned to Ibercal in the same condition as when received by Seller, except for reasonable wear and tear or consumption of materials resulting from use.

Seller waives any and all claims relating to loss, damage, injury or delay arising out of or related to Ibercal -Furnished Property and Seller shall indemnify Ibercal, its Customer and its owner against any and all liability for damage to property or injury to or death of

persons arising from or incidental to the presence or use of Ibercal -Furnished Property, whether such damage, injury or death be caused by defects in such property, negligence in the use thereof, strict liability or otherwise.

30. COMPLIANCE WITH EXPORT CONTROL 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, Engineer 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 Agreement 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

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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.

31. 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.

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 are constituting 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,

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preparation, mixture, alloy or items 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 with 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").

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 will be documented using Seller's standard process at the time of turnover/shipping to Buyer as specified below:

- (a) Prior to delivery, Seller shall identify via its standard processes any such unremediated vulnerabilities supplied in a Digital Product.
- (b) Following delivery and through conclusion of the warranty period, if Seller becomes aware of additional vulnerabilities that are published via the Seller's standard process, Seller will make remediation available to Ibercal. Remediation to third party products is dependent on availability from the third party.

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- (c) Through the conclusion of the warranty period, 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 Buyer, Seller is required to provide prompt written notification of the breach to Ibercal.

Seller shall assure 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 personnel, including subcontracted personnel, 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. COUNTERFEIT, FRAUDULENT, AND SUSPECT ITEMS

Counterfeit, Fraudulent and Suspect Items ("CFSI") refers to goods that may be (1) mis-labeled as to source or quality, (2) falsely labeled as new, (3) fraudulently stamped or identified as having been produced to high or approved standards, (4) an unauthorized copy of a known product within the industry, or (5) materially misrepresented in some way by the supplier. All CFSI are rebuttably presumed to be not in conformance with the requirements of the Purchase Order.

Seller shall implement a program, applicable at 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 Work. In this regard, Seller shall only incorporate equipment and components that are traceable back to the Original Equipment Manufacturers ("OEM", Original Component Manufacturers ("OCM"), or their respective authorized distributors. This traceability process shall include traceability to documentation and/or associated certification developed by manufacturers including clear identification of the name and location of all supply chain intermediaries from the manufacturer to the direct source of the product for the Seller. Deviations from this general standard must be approved in writing by Ibercal. Sellers shall require flow down of these requirements to Subcontractors and sub-suppliers at all levels.

If Seller becomes aware or suspects that it has furnished CFSI in any form, Seller shall immediately notify Ibercal in writing. If Ibercal, at any time, has reasonable cause to believe Seller has furnished CFSI, in any form, Ibercal shall notify Seller in writing. In either event, Seller shall immediately: (1) provide OCM/OEM documentation that authenticates the traceability of the items in question and a certificate of conformance evidencing compliance with the requirements of the Purchase Order; or (2) promptly replace the CFSI with items acceptable to Ibercal at Seller's sole cost and expense. These costs include, but are not limited to costs of removing CFSI, costs of reinserting replacement parts, any testing necessitated by the reinstallation of replacement parts after CFSI has been exchanged, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement materials, impoundment and administrative expenses.

34. PROHIBITED MATERIALS

Unless otherwise specified in the Purchase Order, Seller represents and warrants that the following materials shall not be used in the fabrication 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 columbite-tantalite (coltan), cassiterite, gold or wolframite as determined under the Dodd-Frank Wall Street Regulation and Consumer Protection Act, from time to time.

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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. Ibercal may at its option require objective evidence to substantiate that these materials are not present.

35. GOVERNING LAW, DISPUTES 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.

36. SEVERABILITY

If any provision of the Purchase Order or the application of the Purchase Order is found to be invalid or unenforceable by a court of competent jurisdiction, then: (a) the remaining provisions of the Purchase Order shall remain valid and in full force and effect, and (b) a suitable and equitable provision shall be substituted for such invalid or unenforceable provision in order to carry out the intent and purpose of such invalid or unenforceable provision.

37. RESOLUTION OF CONFLICTS OR INCONSISTENCIES

If Seller discovers any errors, omissions, discrepancies or conflicts in any part of the Purchase Order, it shall immediately notify Ibercal in writing. Ibercal shall promptly clarify and/or correct such matters and provide written direction to Seller. Ibercal's direction shall be binding, and Seller shall proceed with the Work after receipt of same from Ibercal. Any Work affected by Seller's failure to notify Ibercal of its discovery of an error, omission, discrepancy or conflict in the Purchase Order, or as a result of Seller proceeding with Work prior to obtaining Ibercal's direction, shall be to Seller's account. For clarity, where documents are referenced, the issue date in effect as of the date Effective Date of the Purchase Order or Change Notice placement shall apply, unless another issue date is specified in the Purchase Order or Change Notice.

38. NON-WAIVER

The failure of the Parties to enforce any provision 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.

39. 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.

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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..

40. 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, 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

41. SURVIVAL

The Parties agree that the provisions of Article 7 – Payment; Article 9– Taxes; Article 12 – Performance Standards; Seller's Warranties ; Article 15 – Indemnity; Article 16 – Insurance; Article 17 – Liens; Article 18 – Proprietary (Confidential) Information; Article 19 – Ownership and License Rights; Article 21 – Termination and Suspension; Article 22 – Audit Rights; Article 23 - Quality Assurance; Article 27 – Anti-Bribery/Kickback; Article 30 – Compliance with Export Control Laws and Regulations; Article 31 – Environment, Health and Safety; Article 33 – Counterfeit, Fraudulent, and Suspect Items; Article 35 – Governing Law, Disputes and Venue; Article 40 – Processing of Personal Data; this Article 41 – Survival, and any other terms and conditions of the Purchase Order that by their context are intended to survive or which are expressly stated to survive, or limit the liability of Ibercal, shall survive termination, cancellation or expiration of the Purchase Order.