



GENERAL PURCHASING CONDITIONS

General Purchasing Conditions applicable to all goods and/or services of any kind supplied to TECNOVE S.L.



TECNOVE

2020

TECNOVE, S.L.
www.tecnove.com

1. Scope of application

- 1.1. The purpose of this document is to establish the General Purchasing Conditions applicable to all goods and/or services of any kind supplied to TECNOVE, S.L. (hereinafter, “TECNOVE”) by the SUPPLIER.
- 1.2. TECNOVE makes all its purchase orders and supply contracts strictly subject to these General Purchasing Conditions, to its Code of Ethics and to its Internal Regulations of Regulatory Compliance, which the SUPPLIER declares to be fully aware of. It can be accessed through the web page: <https://www.tecnove.com/calidad/compliance/>

2. Applicable conditions

- 2.1. The supply of goods and/or services of any kind that are determined in each purchase order will be carried out under the specific conditions of quantity, quality, price, delivery time that are determined in the corresponding purchase order, supply contract and in accordance with these General Purchasing Conditions. They cannot contradict the specific conditions.
- 2.2. These General Purchasing Conditions shall be applicable to all matter not regulated in the corresponding contracts, orders or purchase orders, as well as to resolve any discrepancies that may exist in their interpretation and content. The order of prevalence will be: 1st the order or purchase order; 2nd the specific contract for the supply of products and services; and 3rd these “TECNOVE’s General Purchasing Conditions”.
- 2.3. The general or particular conditions included in the offers and documents of the SUPPLIER will not affect TECNOVE in any way, as long as TECNOVE does not manifest its approval and conformity with them in an express, clear and strict way.
- 2.4. The modifications of the purchase order or of the supply contract must necessarily be made in writing. Verbal agreements of any kind reached after the purchase order or supply contract will need in any case written confirmation by TECNOVE.

3. Acknowledgement of purchase order

- 3.1. The SUPPLIER must return to TECNOVE the copy of the purchase order or supply contract duly signed and sealed, accepting these General Purchasing Conditions, without the delay in return of that documentation justifying a delay in the stipulated delivery period. TECNOVE reserves the right to cancel the purchase order or contract without any cost or right to compensation at any time if it has not received the documentation duly signed 14 days after the purchase order or contract.

4. Product and facility safety

- 4.1. The SUPPLIER guarantees that the goods and/or services supplied and/or assembled, as well as those used, where appropriate in the final product, comply with the European Union Directives on Product Safety or other applicable

regulations, including the standards or conditions imposed by the final customer of TECNOVE, and that they have both the CE marking and the Certificate of Conformity or Technical Study that explicitly confirms compliance with the previously mentioned regulations. Similarly, the SUPPLIER guarantees that the installations supplied not only use conforming products, but that the standards that ensure compliance with European Union directives have been taken into account based on the Certificate of Conformity or Technical Study, if so required.

5. Reception of information

- 5.1. The SUPPLIER declares and recognizes that TECNOVE has informed the SUPPLIER of all the requirements and necessary aspects to carry out the manufacture and/or supply and/or assembled, including the requirement imposed by the final customer applicable to the goods and/or services object of the purchase order or contract.
- 5.2. The SUPPLIER must supply TECNOVE with all the reasonable and not confidential information and documentation regarding the goods and/or services supplied, as well as regarding its financial situation that TECNOVE needs to comply with its legal obligations and with its final customer.
- 5.3. The SUPPLIER will quickly and diligently inform TECNOVE of any circumstance, including its financial situation that may seriously affect the fulfilment of its contractual obligations with TECNOVE.

6. Acceptance of purchase orders

- 6.1. Purchase orders shall be deemed to have been accepted in all respects in any of the following cases:
 - 6.1.1. By the express acceptance of the SUPPLIER.
 - 6.1.2. Tacitly, on the expiry of 5 working days from the sending of the purchase order without having received any express indication to the contrary.
 - 6.1.3. For the start of its execution (first delivery of the material/equipment/good requested, or the start of the contracted service or the assembly of the installation).

7. Price

- 7.1. There will be a fixed price previously agreed and in no case subject to updating or variation, except by express written agreement of the parties. The prices include everything requested in the purchase order or supply contract, as well as what is necessary to carry out satisfactory delivery, including but not limited to transport, packaging, insurance, currency exchanges rates variations, manuals in the required language, warranty, taxes, etc.

8. Product and/or assembled quality and guarantee.

- 8.1. The conditions established by TECNOVE on quantities, delivery times, measurements, qualities and ways of execution will be fulfilled with the greatest precision. Supplies that do not match with and satisfactorily fulfil these conditions will give TECNOVE the right to resolve the purchase order in whole or in part.

- 8.2. The same rights will be derived for TECNOVE when defects or divergences of another kind are observed.
- 8.3. The SUPPLIER guarantees that the goods and/or services that are the object of the purchase order or supply contract are new, free of defects or hidden defects and correspond to high quality, technical specifications and other conditions assumed contractually with TECNOVE. In their absence, with the offer presented by the SUPPLIER according to which the purchase order or supply contract is carried out.
- 8.4. Unless another term is agreed upon in the Purchase Order, the referred guarantee granted by the SUPPLIER in favour of TECNOVE regarding the goods and/or services will have duration of 36 months from the provisional reception thereof by TECNOVE or by its final customer, whichever happen first. The defects that appear during the guarantee period will be presumed to be of origin, unless there is proof to the contrary.
- 8.5. The guarantee described may be assigned by TECNOVE in favour of its customer or final user.
- 8.6. The SUPPLIER must replace or repair, at TECNOVE's choice, assuming the cost and risk, free of charge, any material, equipment, good, installation and service or integral element of the same that has a defect, imperfection, deficiency, damage in the material and/or construction. If within a term of 10 calendar days, or in case of immediate urgency, the SUPPLIER does not correct the defects, imperfections, deficiencies, damages, TECNOVE will be entitled to carry out the repair or replacement on its own account or to entrust it to third parties. All the expenses of the substitution or repair will be charged to the SUPPLIER.
- 8.7. In the event that the material, equipment, good, installation and service, or an element thereof, is changed or repaired as part of the guarantee, a new period of 36 months of the guarantee will commence from the total and satisfactory repair or replacement of the corresponding product/good/equipment or an element thereof.
- 8.8. In any case, the quality will always be high with respect to that available within the sector and must be in accordance with that imposed by the end of the customer on TECNOVE for the material, equipment, goods, installation and service that are the object of the purchase order or supply contact.
- 8.9. If this is expressly required by TECNOVE, the SUPPLIER must have, during the validity of the purchase order, a certified quality system equal, equivalent or superior the one imposed by the ISO standards.
- 8.10. If, for reasons attributable to the SUPPLIER, total or partial destruction occurs, as well as damage to material, equipment, goods, installation and service while the guarantee is in force, the SUPPLIER will be responsible for its monetary equivalent.
- 8.11. The SUPPLIER assumes the obligation of remediation by eviction. If the SUPPLIER fulfils its obligation of remediation by substitute delivery of material, equipment, goods, installation and service of equal or superior quality and performance, the period for exercising its rights and actions, including those related to internal and hidden defects of the material, equipment, good, installation and service, will start to run from the delivery of the material, equipment, goods, installation and service that replaces the previous one.

9. Packaging and identification

- 9.1. The supply will be delivered to TECNOVE with its suitable and optimum packaging for the corresponding transport, as well as its correct conservation and reception. The identification marks must be placed on all four sides, and on the upper part of each box. These marks must be large enough to quickly identify the destination. The models and any other data identifying the supply must also be included in these marks.
- 9.2. The identification marks will be written in Spanish and those corresponding to the place of destination, according to a model that will be sent to the SUPPLIER at the appropriate time.
- 9.3. The previous points also apply to materials, equipment and goods and their spare/replacement elements.
- 9.4. All packaging material and boxes provided by the SUPPLIER are deemed to be non-returnable unless otherwise expressly agreed in writing prior to delivery.

10. Delivery of materials, equipment and goods

- 10.1. The delivery of the materials, equipment and goods (or integral element of them) will be carried out in TECNOVE facilities previously communicated to the SUPPLIER according to the INCOTERM 2020 DDP (Delivered Duty Paid) in the period or date indicated in the purchase order/contract. The dates and terms agreed will have a binding character. If the purchase order/contract does not indicate a date or period, it will mean that it must be delivered immediately.
- 10.2. TECNOVE reserves the right to admit early on partial deliveries.
- 10.3. The reception of the materials, equipment and goods or even their payment does not imply their acceptance
- 10.4. The acceptance will take place thirty days after the reception of the materials, equipment and goods or when the provisional reception is signed by TECNOVE or the final customer, whoever it is. During this period TECNOVE reserves the right to inspect it, reject it and return it at its discretion if it does not meet the specifications indicated in the previous section, as well as when it fails to comply with the required conditions of identification and quality.
- 10.5. TECNOVE is not responsible for the possible damages or losses that could occur in the return process, being the SUPPLIER responsible for the cost and risk since the equipment/product/good being returned is made available.

11. Expenses

- 11.1. Any expenses and taxes that may arise from the execution of the purchase order or supply contract will be the sole and exclusive responsibility of the supplier.
- 11.2. Any additional costs that may be incurred as a result of using a faster transport in order to meet the delivery date by the SUPPLIER shall be borne in full by the SUPPLIER. In any case, the cost and risk of transport to the point of delivery according to the INCOTERM set shall be borne by the supplier. Without prejudice to the above, ownership of the goods/equipment/commodity will be transferred with the delivery.

12. Claims for defects, defects in materials, equipment and goods.

- 12.1. Unless otherwise agreed, regardless of whether the reception occurs at the time of delivery, TECNOVE will have a period of 3 months from the provisional reception by TECNOVE or by the final customer (whichever occurs later) to claim internal defects in the materials, equipment and goods supplied and 3 months to claim hidden defects from the time they are revealed. After 14 days of sending in writing to the SUPPLIER the opportune claim without having received an answer, TECNOVE has the right to return the goods to the SUPPLIER at the expense and risk of the latter, with the reservation of the actions that correspond to TECNOVE. To this effect, the SUPPLIER renounces to contest or disregard the claims for defects or vices made by TECNOVE outside the legal or usual terms.
- 12.2. In the case of eviction, the SUPPLIER will exempt and keep TECNOVE free from the possible claims or actions of third parties.
- 12.3. All the expenses that would be produced in the supposition of refunding foreseen in the previous section, or others of refunding money, machinery or equipment from the SUPPLIER to TECNOVE, will be of exclusive account of the SUPPLIER, being obliged even to the refund of the price received increasing in the legal interest computed from the collection date.
- 12.4. The SUPPLIER must keep TECNOVE free from all the damages and prejudices caused by its non-fulfilment or defective fulfilment of the purchase order or supply contract. Without prejudice to any other actions and rights that TECNOVE may have by virtue of these conditions, or others that may be applicable or of those contemplated by law, TECNOVE may pass on in full any penalties or sanctions that may be imposed on it by its customers or by the authorities and that may originate from the SUPPLIER's non compliance or defective compliance with the purchase order or the supply contract. To this end, the SUPPLIER undertakes to take out and maintain a civil liability policy with a minimum insured capital, unless otherwise agreed, of 1,000,000 euros per incident, to cover the previously mentioned risk until the expiry of the guarantee period stipulated for each material, good and equipment.

13. Non-compliance with purchase order

- 13.1. Non-compliance with the deliveries in terms of quantity, quality and time shall entitle TECNOVE to cancel the purchase order, demanding compensation for damages due to non-compliance, or to require compliance and impose penalties of 2% per calendar day of the price of the supply contract or purchase order. Including that of repair or replacement by virtue of the guarantee obligation. These penalties will not replace the compensation that may be due for the damages that the non-fulfilment or defective fulfilment of the deliveries in terms of quantity, quality and time may have caused TECNOVE.
- 13.2. In addition, failure to comply with the deliveries in terms of quantity, quality and time shall entitle TECNOVE to automatically and discretionally terminate the commercial relationship, and may also claim damages, which in such a case shall be at least 50% of the amount of the supply contract or purchase order. This amount may be increased with respect to all the damage not covered by it

that TECNOVE may prove to have suffered as a result of the previously mentioned non-compliance.

- 13.3. The unreserved acceptance of the execution of a purchase order or supply contract, including those executed outside the agreed period, shall not imply any waiver of the right to impose penalties or actions to enforce compliance or the corresponding compensation.

14. Billing

- 14.1. The goods and/or services supplied by the SUPPLIER will be invoiced in accordance with the applicable regulations within 15 days of the date on which the invoice is issued. Unless otherwise stated in the purchase order, there will be an invoice for 90% of the contract price, which will be issued once the goods and/or services supplied have been delivered, and another invoice for the remaining 10%, which will be issued once the guarantee period has expired. Invoices must be received within the first 7 calendar days of the month in order to be part of the payment remittance of the month in which the invoice is delivered. All the invoices have to be previously accepted by TECNOVE, so the payment can be done. Invoices must be sent by the means and to the contact person indicated by TECNOVE. The invoices must clearly indicate the purchase order number, the object of the purchase order and comply with the conditions that are legally applicable.

15. Materials, equipment and goods of TECNOVE provided to the SUPPLIER.

- 15.1. The SUPPLIER expressly acknowledges that the materials placed at its disposal by TECNOVE are the property of TECNOVE. It does not matter if these materials are going to be used in the manufacturing of goods and/or services covered by the purchase. The SUPPLIER must take care of them and storage them with due diligence, being liable for any damage or loss they may suffer.
- 15.2. The tools, moulds, drawings, samples, norms, etc. delivered to the SUPPLIER by TECNOVE, as well as the goods and/or services produced, according to each case, must not be delivered to third parties. They should not be used with publicity purposes, or others, by the SUPPLIER without the consent of TECNOVE communicated in writing. The samples, tools, moulds, etc. will be kept by the SUPPLIER with enough security and conservation measures. If nothing else is agreed upon, they will have to be returned to TECNOVE in good condition, at the latest when the last supply is delivered.

16. Export compliance

- 16.1. In the case of non-national SUPPLIERS or goods imported from third countries, the SUPPLIER must comply with all Export Control, Customs and Foreign Trade Regulations. The SUPPLIER will notify TECNOVE in writing within two weeks from the reception of the purchase order all the information and data required by TECNOVE to comply with all the Foreign Trade Regulations in case of export and import, as well as in case of re-export. The SUPPLIER will also notify any case of change in the purchase order or contract without justified delay. The SUPPLIER will be responsible for any expense and/or damage incurred by

TECNOVE as a result of any failure to comply with the obligations established in this clause.

- 16.2. TECNOVE will comply with the purchase order or supply contract as long as there are no obstacles derived from national or international prescriptions of foreign trade law or embargoes /and/or other sanctions) that prevent it.

17. Payment

- 17.1. Payment shall be made in Euro currency (€) within 90 calendar days of approval of the invoice. Unless otherwise stated in the purchase order, payment shall be made by promissory note. TECNOVE will not be responsible for the delays in the payment that can be produced by the lack of correct identification of an account in which to make the payment by the SUPPLIER. TECNOVE will be able to withhold the payment without any interest or penalty, in case there are discrepancies about the execution of the supply.
- 17.2. TECNOVE will only proceed to the payment of those invoices that have been previously accepted. These invoices must have been sent by the SUPPLIER to TECNOVE by the means and to the contact person indicated by TECNOVE, clearly indicating the purchase order and complying with the conditions that are legally applicable and keeping 100% accuracy with the terms agreed in the purchase order. If this is not the case, TECNOVE will inform the SUPPLIER so the invoices can be amended. Then, it will be sent back with the amends for its acceptance and later payment.
- 17.3. Payment of the purchase order or supply contract, even in its entirety, may not be interpreted as acceptance of what has been delivered or received by TECNOVE.
- 17.4. TECNOVE can retain or compensate any amount owed by the SUPPLIER for any concept or contractual relationship with any payment obligation that TECNOVE has with the SUPPLIER, whether existing or future.

18. Provision of services and facilities

- 18.1. The contracted services, unless otherwise agreed, will be provided subject to the rules, working hours and calendar that are in force in the work centres or facilities where the services are provided, including Saturdays, Sundays and holidays that are determined after TECNOVE has been expressly notified to the SUPPLIER. The services will start to be provided in the term or date indicated in the purchase order or supply contract. The dates or periods will have a binding character. In the case that nothing is contemplated in the purchase order, it will be understood that the services must be provided immediately. The services must be provided at the place indicated in the contract or purchase order, and in the absence of any indication, at TECNOVE'S facilities.
- 18.2. In any case, the quality of the service will always be high with respect to that available within its sector of activity. Besides, the quality must be adjusted to that imposed by the final customer on TECNOVE for the service that is the object of the purchase order or supply contact.
- 18.3. TECNOVE has informed the SUPPLIER of the requirements imposed by the final customer applicable to the services contemplated in the purchase order or supply contact.

- 18.4. The SUPPLIER will provide all the human resources with adequate professional capacity, equipped with the legal authorization necessary for the work to be carried out, as well as the economic, material and technical resources (machinery, tools, etc.) required for the provision of the services. Such resources must, in any case, be in accordance with the requirements if the final customer of TECNOVE for the services covered by the purchase order or supply contract. If, due to any justified circumstance, any material belonging to TECNOVE should be used in the provision of the service, it will be necessary to obtain TECNOVE's prior written authorization. It will be done after the SUPPLIER has stated that it knows the safety standards and requirements of the machine, equipment, tools, etc. The SUPPLIER will return the materials property of TECNOVE in the same state in which it received them. Otherwise, he will have to compensate TECNOVE for the deterioration (beyond the normal one derived from its use), damage or loss.
- 18.5. The SUPPLIER is obliged to present to TECNOVE, before the beginning of the works, the list of the personnel assigned to the services to be provided, indicating:
- Name, surnames and ID of the worker.
 - Job position or function, and professional category.
 - National Healthcare System number.
 - Hiring date in the company.
- 18.6. The SUPPLIER will communicate to TECNOVE, with the necessary advance notice, identical data of any situations, cancellations or incorporations that may occur during the execution of the purchase order or the supply contract.
- 18.7. The SUPPLIER's employees must have received the information and training on the prevention of occupational hazards appropriate to the work to be carried out according to the purchase order or supply contract.
- 18.8. The SUPPLIER's employees will have to be removed when TECNOVE or the final customer of TECNOVE demands it for the services object of the contract or purchase order, without any cost.
- 18.9. The SUPPLIER will designate a responsible person with full dedication and authority for the execution of the agreed services, with whom the relations "in situ) between TECNOVE and the SUPPLIER will materialize. The data of this responsible person will be communicated to TECNOVE. Likewise, he will communicate to TECNOVE the identity of the person responsible for the prevention of occupational risks.
- 18.10. The SUPPLIER undertakes, with respect to the persons assigned to the contracted service, to keep them registered and up to date with their Social Security contributions, as well as to be up to date with the payment of their salaries. That will be justified by the SUPPLIER with the monthly exhibition of the official receipts accrediting the payments made.
- 18.11. The SUPPLIER will be obliged to accredit to TECNOVE compliance with any obligations, especially administrative (licenses, authorisations, etc.) environmental, safety, social and tax obligations, that might have a direct or indirect impact on the provision of the service.
- 18.12. The SUPPLIER undertakes to comply with the general provisions in force regarding the prevention of occupational risks, as well as with the regulations of TECNOVE and, where appropriate, of the final customer, regarding internal order, safety, the environment and the prevention of occupational risks. Specifically, the SUPPLIER declares to know and accept (undertaking to comply

- with) the Occupational Risk Prevention Coordination Regulations of External Contracted Companies established by TECNOVE for its suppliers.
- 18.13. The SUPPLIER will deliver to TECNOVE, the Safety Study or Plan - as appropriate in accordance with the Coordination Rule mentioned in the previous section - referred to the work to be carried out, with sufficient notice before the start of the work.
- 18.14. Any expenses and taxes that may arise from the execution of the purchase order or service supply contract will be the sole and exclusive responsibility of the SUPPLIER
- 18.15. The personnel of the SUPPLIER will not be able to use the services of transport, clothing, dining rooms and rest areas of TECNOVE, without the express authorization of the latter. The use of the transport and dining room services, if authorized, will be subject to the payment by the personnel of the SUPPLIER of the price stipulated for that service.
- 18.16. If the SUPPLIER does not provide all the human resources necessary to provide the services, as established in the clause 18.4, TECNOVE may provide that resources and the SUPPLIER will be obliged to accept them. The following are considered human resources: adequate professional capacity, equipped with the legal authorisation required for the work to be carried out, as well as the economic, material and technical resources (machinery, tools, etc.). TECNOVE will proceed to issue an invoice for the costs of those resources. After that, TECNOVE will discount the amount from the payment of the next invoice issued by the SUPPLIER or from the one that is pending payment because the term for payment has not yet been met since it was issued.

19. Confidentiality and Intellectual Property

- 19.1. The SUPPLIER guarantees that the goods and/or services it supplies have been duly acquired and that the regulations in force and the intellectual and industrial property rights existing over them are respected. Therefore, TECNOVE will be exonerated from any responsibility in this field and the SUPPLIER being obliged to compensate TECNOVE for any type of responsibility that could be derived, among others, from the purchase, commercialization, modification and use of the same.
- 19.2. In the case of resolution or extinction for any reason of the purchase order or supply contract, the SUPPLIER irrevocably, free of charge and expressly licenses TECNOVE to use the intellectual or industrial property rights it has over the goods and/or services. Hence, TECNOVE may attend to the supplies it has contracted with its customers at that moment with respect to those goods and/or services.
- 19.3. The confidential information to which the SUPPLIER has access in order to carry out the supply is absolutely confidential and may not be disclosed to third parties without the express written consent of TECNOVE. This is applicable while the purchase order or supply contract is being executed or after its termination except to employees and subcontractors who need to know it for the correct execution of the supply. The employee or subcontractor who receives the information assumes a commitment of confidentiality with conditions equivalent to those establish in this general condition.

- 19.4. TECNOVE will be able to pass on the SUPPLIER and the SUPPLIER will be obliged to pay TECNOVE the penalties that the FINAL CUSTOMER could impose on him for revealing confidential information.
- 19.5. The SUPPLIER receiving confidential information must preserve such confidentiality by applying reasonable measures, which shall be at least the same as those used by the SUPPLIER to protect its own confidential information for a period of 5 years after the confidential information has been received.
- 19.6. TECNOVE shall be the owner and holder of the confidential information transmitted, without the subscription of the purchase order or supply contract implying any license, assignment or transmission of any right over the information that was previously mentioned.
- 19.7. In the event that the SUPPLIER must transmit confidential information by order of a court or public authority, it will inform the body ordering the transmission of the confidential nature of the information before it is communicated. Likewise, it will inform TECNOVE of the confidential information at least 5 days before the transmission takes place in compliance with the mandate received.
- 19.8. If the SUPPLIER, for the correct provision of the service, would need access to TECNOVE's personal data files, that access will be subject to that established in Organic Law 3/2018, OF December 5th, on Personal Data Protection and guarantee of digital rights. The SUPPLIER will only process the data in accordance with TECNOVE's instructions and will not use them for any purpose other than execution of the contract or purchase order, nor will it communicate them, not even for their conservation, to third parties.

20. Inspections

- 20.1. The SUPPLIER will allow the inspections of its facilities and of the manufacturing process. These inspections would be considered necessary in the terms established in the agreement that TECNOVE has signed with the final customer with respect to the goods and/or services contemplated in the purchase order or contract.

21. Outsourcing

- 21.1. Outsourcing or total or partial cession of the rights and obligations of the purchase order or supply contract without written authorisation from TECNOVE is expressly prohibited. In case of obtaining this authorization, the SUPPLIER must ensure and will be responsible for the possible subcontractors being subject to the same obligations that are established for the SUPPLIER in the supply contract or purchase order, and to effectively comply with such obligations.

22. Relationship between the Parties

- 22.1. The purchase order or supply contract does not constitute or imply a joint venture, licence agreement, agency agreement or any other form of organisation under Spanish law or the regulations applicable to the supply. Consequently, the SUPPLIER is not authorized to assume commitments or sign contracts of any type on behalf of TECNOVE.

23. Termination

- 23.1. TECNOVE may temporarily suspend or prematurely resolve all or part of the purchase order or supply contract, with prior reliable communication in this sense:
- 23.1.1. For non-compliance or defective compliance by the SUPPLIER with the conditions of the purchase order or supply contracted. Any deviation that leads to an unauthorised variation in the form or manner of executing the purchase order or contract will be considered defective compliance.
 - 23.1.2. In the event of closure of the factory, either for economic reasons, or due to relocation of the activity, or due to force majeure.
 - 23.1.3. By suspension or termination for any reason of the main contract between TECNOVE and the final customer, the object of which is integrated in part by the goods and/or services covered by the purchase order or supply contract.
 - 23.1.4. Due to a situation of serious insolvency of the SUPPLIER so this may compromise its capacity to execute the purchase order or supply contract.
 - 23.1.5. For non-compliance or non-justification of the SUPPLIER's current obligations regarding wages and social security, as well as administrative and tax obligations.
 - 23.1.6. As the SUPPLIER is not up to date with the payment of insurance premiums of any kind that directly or indirectly affect the goods and/or services contracted, as well as the modification or reduction of the clauses or the risks covered by them for the compensation of the damages that may be caused to TECNOVE in the provision of the service.
 - 23.1.7 For non-compliance by the SUPPLIER or subcontractors with the legal and internal regulations applicable to the place where the services are provided, in the area of Occupational Risk Prevention.
 - 23.1.8 For breach by the SUPPLIER or subcontractors of the legal regulations according to clause 25 of these General Purchasing Conditions.
 - 23.1.9 For non-fulfilment of any other of the conditions required from TECNOVE by the final CUSTOMER.
- 23.2. In all the cases TECNOVE will be able to claim for all the damages and prejudices that the non fulfilment of the SUPPLIER could cause.

24. Legislation and jurisdiction

- 24.1.1. All questions that may arise regarding the supply are governed by the Laws of the Kingdom of Spain and will be subject to friendly negotiation between the Parties. If such negotiation does not reach the desired result within two months from the beginning of the referred negotiation, both parties will submit to the jurisdiction of the Courts of Alcázar de San Juan, Ciudad Real, Spain.

25. Regulatory and legal compliance

25.1. The SUPPLIER adheres to and undertakes to comply with the standards and principle of integrity and regulatory compliance referred to in TECNOVE's Code of Ethics and Internal Compliance Regulations, which it declared to be aware of and to accept, and specifically declared by signing this document that:

- 25.1.1. It complies with the commitment to integrity in line with the United Nations Global Compact, the Organization for Economic Cooperation and Development's Guidelines for Multinational Enterprises and the International Labour Organization's Conventions.
- 25.1.2. It has carried out the reviews of integrity, conflicts of interest and regulatory compliance to enter into this commercial relationship, including the system implemented by TECNOVE in relation to quality, environmental and occupational risk prevention management, which the SUPPLIER declares to be aware of, to adhere to and to comply with.
- 25.1.3. It complies with all the regulations against bribery and anti-corruption; all the regulations relating to the awarding of contracts, safety and occupational risk prevention and any other labour or industrial regulations applicable to this contract or purchase order; all the anti-discrimination regulations; the General Disability Act, all the regulations for the protection of children and young people; all the regulations on money laundering; all the regulations on data protection; all the regulations relating to conflicts of interest and integrity that may be applicable.
- 25.1.4. It complies with the Ten Principles of the United Nations Global Compact, the anti-corruption measures and the regulations applicable during the commercial relationship, both between the SUPPLIER and TECNOVE and with third parties that may participate in the aforementioned relationship. In that sense, it will try that any third party that can intervene assumes some commitments of integrity, social and corporate responsibility equivalent to those contained in this declaration.
- 25.1.5. Knows the requirements imposed by the final customer on TECNOVE and undertakes to comply with those requirements of the final customer that are applicable to the work carried out for TECNOVE.
- 25.1.6. It will communicate to TECNOVE any breach or potential breach of the obligations assumed in this declaration.
- 25.1.7. It is considered sufficient cause to be able to interrupt, even to resolve the commercial relationship, the breaches of this declaration.
- 25.1.8. It will allow, under reasonable conditions, audits by TECNOVE or even by third parties to supervise effective compliance with the obligations assumed through this declaration.