

GENERAL TERMS & CONDITIONS OF CONTRACT OF ZABALGARBI, S.A.

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Our aim is to continually improve the performance of our operations so as to assure the quality of the services that we provide. We therefore inform you of the working methods at our company under our management system, based on standards ISO 9001, ISO 14001, ISO 45001 and ISO 50001.

Please read our quality policy, which you will find at the following address: <http://www.ZABALGARBI.com/es/quienes-somos/politica-de-gestion/>

1. Definitions

- The contractor: Any company commissioned or contracted by ZABALGARBI to work at its facilities.
- Contract: The order/contract document signed by ZABALGARBI and the Contractor.
- Order: The standard form document issued by ZABALGARBI including particular terms and conditions, to which these general terms and conditions of contract also apply in all points not expressly amended or excluded in acceptance of terms of contract form ZBL-MOD-0380.
- Acceptance of terms of contract form ZBL-MOD-0380: Such particular terms and conditions as may be agreed between ZABALGARBI and the Contractor for application to all orders ongoing and those that may be issued in the future after signing. The signing of this document indicates agreement to the application of these general terms and conditions in all points for which the contrary is not expressly agreed in the said document.
- Particular terms and conditions: The particular terms and conditions of the order as indicated on form ZBL-MOD-0380 signed by the parties, though orders may also have further particular terms and conditions specifying or clarifying certain points of the general terms and conditions. In no case may the content of form ZBL-MOD-0380 be contradicted unless there is a signed order/contract between the parties.
- General terms and conditions: These general terms and conditions, which govern the links between the parties in regard to the contracting, performance, fulfilment and consequences of potential non-fulfilment of the order placed by ZABALGARBI in all matters not otherwise specified in the particular terms and conditions signed.
- Technical specifications: The document that sets out the technical and performance requirements of ZABAGARBI in regard to the supplies, equipment and work covered by each order.
- Contractor's Quote: The document containing a detailed technical and commercial description by the Contractor for the fulfilment of the supplies and work requested by ZABALGARBI. The indications and description included in the Quote for technical equipment, material and personnel for the fulfilment of the order are indicative but not exclusive, and the Contractor must provide at its own expense all resources required to perform the work and make the supplies commissioned.

2. The Order

ZABALGARBI will issue the order to the Contractor, with a reference to acceptance of terms of contract form ZBL-MOD-0380, accompanied when necessary by any further particular terms and conditions and technical specifications for the purchase in question, which will serve to clarify specific points of these general terms and conditions for the order in question. In no case may the terms of the acceptance of terms of contract form ZBL-MOD-0380 signed be contradicted.

A duly empowered member of the organisation must confirm receipt of the order by email within 5 working days as proof of agreement for the implementation of the order. ZABALGARBI reserves the right to cancel the order if no such confirmation is received within that time.

If an order/contract for a specific purchase is to have particular terms and conditions that contradict the contents of the acceptance of order form, that order/contract must be signed by both parties in proof of acceptance of the order as per the terms and conditions

established for same. The acceptance of terms of contract form ZBL-MOD-0380 signed will apply to all points not expressly set out in the order/contract signed.

3. Authorisation to access the plant

Before accessing the plant, a representative of the Contractor must sign acceptance of terms of contract form ZBL-MOD-0380, thus implicitly accepting the general terms and conditions and such particular terms as may be considered applicable to all orders. This document is a prerequisite for accessing the plant.

Permission for the Contractor's personnel to access the plant must be requested in due time and at least 24 hours in advance by the Contractor itself, which must provide all data required by ZABALGARBI. The latter will see that the necessary entry permits are issued.

Notification must be sent, preferably by email:

- To the person allocated to supervise the work by ZABALGARBI, who will act as a point of contact with the workers of the contracted firm. The identity of the supervisor allocated can be confirmed by telephone. Tel. nº: **94-415.52.88**
- And to Risk Prevention, which is charged with providing/requesting the safety information needed for plant access: prevencion@zabalgarsi.com

Before entry permits are issued, proof must be provided that the Contractor's employees hold certificates attesting that they have received a basic course in occupational risk prevention and safety, with the minimum content required. Exceptions may be granted in the case of short-duration or low-risk work or work in low-risk areas, but only with the express authorisation of ZABALGARBI.

The Risk Prevention Department has set up an on-line platform for managing safety documents for plant access. The Contractor must upload the information required to that platform for subsequent review.

If it is expected that waste will be produced or any environmental impact will be caused in the course of the work, the Environmental Department must be notified accordingly in advance at medioambiente@zabalgarsi.com

The employees or any subcontractors of the Contractor who are to work at the plant must hold the relevant work permits issued by ZABALGARBI, which they must pick up at the gatehouse. The Contractor must send and provide advance proof of possession of the documents required by the Occupational Risk Prevention and Safety Department of ZABALGARBI before access to the plant can be granted. Once work is completed, the Contractor must notify the supervisor allocated by ZABALGARBI so that work permits can be cancelled, and must hand over a delivery note or documentary proof of the work done.

Machinery provided by the Contractor or its subcontractors for use at the plant must meet all occupational health and worker safety specifications (including EC marking).

If authorisation is granted for vehicles owned by the Contractor to access the plant, all requirements concerning identification must be met, including the documentation that vehicles are obliged to carry by law, insurance and other safety conditions. Moreover, the Contractor is responsible for ensuring that its drivers and passengers comply strictly with general traffic regulations and the specific regulations in place at the plant, particularly as regards speed limits, pedestrian traffic, parking areas, etc. The Contractor is answerable to ZABALGARBI and to any third party within the facilities of ZABALGARBI for any damage caused to personnel, facilities and property as a result of failure to comply with said regulations.

Any delays in accessing the plant or commencing the work as a result of failure to provide the documents required by ZABAGARBI will not exonerate the Contractor from the obligation to meet the deadlines envisaged or from any liability to penalties in regard to same.

Under Act 28/2005 of 26 December, smoking is strictly forbidden in enclosed working areas. The Contractor must make its employees aware of this prohibition. Smoking is also prohibited in the outdoor areas of the plant except in those locations specifically signposted.

4. Supervision of work

The Contractor undertakes to keep ZABALGARBI informed at all times of the progress of the work and of any incidents that may arise during same, and to provide such documents and reports as may be suitable and sufficient at the request of ZABALGARBI.

ZABALGARBI reserves the right to inspect the progress of the work under this order in any way, particularly in regard to the manufacturing process, and to that end its personnel may freely access the facilities of the Contractor and/or any subcontractors.

ZABALGARBI reserves the right, as per its own reasoned judgement, to reject any personnel and material resources used or proposed for the performance of the work by the Contractor or its subcontractors, in which case the Contractor must provide replacements which are suitable in the opinion of ZABALGARBI. Such replacements must be made as quickly as possible and in sufficient time to prevent any delay in the implementation of the order.

ZABALGARBI reserves the right to reject materials or equipment at any time if, as per its own reasoned judgement, they do not meet the quality requirements or any other requirements of the order, its annexes or its technical specifications. Any expenses or delays that may be incurred by the Contractor as a result will be for its own account.

ZABALGARBI may require the Contractor to provide a programme of inspections and tests of materials or equipment to be supplied, which programme must be submitted to ZABALGARBI in due time for approval or to enable modifications to be made, which modifications must be accepted by the Contractor.

ZABALGARBI may also propose, and the Contractor must accept, further tests, which will be payable by ZABALGARBI if they confirm that the manufacturing and quality of the materials and equipment are correct and meet the specifications of the order.

The intervention of inspectors from ZABALGARBI and the making of any additional tests, inspections or checks will in no case exonerate the Contractor from its obligations as regards warranties and liabilities.

5. Provisional Acceptance of Work

Once the specific work or supply covered by the order is completed, a delivery note, work sheet or equivalent document will be signed as proof of receipt. In no case will the signing of such documents imply the acceptance on the part of ZABALGARBI of the work or supply as compliant with the particular terms & conditions or technical specifications.

All documents must include the order number.

Provisional acceptance of work will be given once it is completed to the extent envisaged in the particular terms & conditions and/or the technical specifications.

Accordingly, as soon as the work is deemed to have been completed the Contractor must notify ZABALGARBI, which will have 7 days in which to review the state of the work. The notification must include a report on the work done.

If the particular terms & conditions and/or technical specifications indicate that a report on the work must be drawn up, the Contractor must hand over such a report. The work will not be considered as completed until that report and any acceptance certificate or equivalent document agreed have been handed over and checked.

If ZABALGARBI agrees that the work has been completed correctly the relevant acceptance certificate for the work will be signed at the request of either party, without prejudice to the warranty obligations of the Contractor. The date of that certificate will mark the commencement of the warranty period.

Should there be any defect in the work, ZABALGARBI will give the Contractor a deadline for correcting it. If the defect is not corrected within that time, ZABALGARBI may correct it itself or through a third party, at the expense of the Contractor. To that end, any withholdings may be applied or any guarantee bond and/or advance payment bond may be enforced.

In any event, final acceptance will be given at the end of the warranty period, provided that there are no claims by ZABALGARBI pending resolution. At that time ZABALGARBI will inform the Contractor accordingly. In the absence of any communication acceptance will be deemed to have been given.

The absence of any notification otherwise will be considered to mean that the work has been completed with no significant incidents.

6. Delivery of Materials

Delivery times and transportation of materials: Materials will be delivered in general at the following times, with confirmation verbally and by email:

- From Monday to Friday, from 9:00h to 14:00h.
- Deliveries will be made at: ZABALGARBI C/Artigas nº 10 Bilbao 48002.

No materials will be accepted outside these hours unless specific exceptional arrangements have been made in advance.

All documents must include the order number.

Materials will be delivered DDP (Delivery Duty Paid) as per Incoterms 2010.

No materials or products may be unloaded without prior notice and without a representative of ZABALGARBI being present.

Once materials have been received, an acknowledgement of receipt will be signed in the form of a delivery note or equivalent document. Signing certifies that materials have actually entered the property in compliance with the terms & conditions of purchase and will subsequently be checked.

All materials must be packaged in such a way as to ensure that they can be properly handled, transported and stored. The Contractor must ensure that the materials and items in the order are packaged so as to protect them and enable them to be handled optimally, and must take all steps necessary for that purpose. Any parts subject to corrosion must be protected with suitable substances before packaging.

Any malfunction or damage suffered by goods as a result of insufficient or faulty packaging will be charged to the account of the Contractor, as will any delays in the implementation of the order that result from such causes. The Contractor must take out suitable insurance covering transportation and damage at its own expense.

Insurance covering transportation and damage is payable by the Contractor, as are the freight costs for materials or items covered by the order. Any damage to the said items or harm to third parties in the course of transportation is therefore for the sole account and risk of the Contractor.

Loading, unloading, storage and movement on site are also for the account of the Contractor. In such operations instructions from authorised ZABALGARBI personnel must be obeyed.

For the purposes of transferring risk of loss and/or damage, supplies and/or equipment will be considered to have been delivered to ZABALGARBI once the Contractor has made all items in the order available to ZABALGARBI at the location and in the conditions indicated in the order, or by default at its plant. Ownership of equipment or supplies will be transferred once they have been unloaded at the agreed location, or by default at the ZABALGARBI plant.

The Contractor must notify ZABALGARBI of the partial or full delivery of any supplies under the order at least 5 days in advance, so that ZABALGARBI has sufficient time to make internal arrangements.

Supplies must be delivered by the deadline(s) agreed in the order, which begin to count as from the issuing of the order regardless of whether a single lead time or various partial lead times are agreed.

If no deadlines for delivery are set in the order, delivery is understood to be required immediately or as soon as possible in line with the nature and scope of the work involved, with all due diligence and resources being employed. Delivery deadlines are firm and are an essential factor in the awarding of the order. Failure to meet them entails the accrual of damages for delay, without prejudice to the power to terminate the contract.

7. Invoicing & Form of Payment

Invoices must be sent by email:

- To the following address: facturas@zabalgabri.com

- In PDF format.
- The ZABALGARBI order number must be indicated and orders must be accompanied by all documents required, also in PDF format.
- Invoices must always be sent from a corporate email account. Companies which do not have corporate email accounts should consult the Admin. & Finance Department on Tel. nº **94-415.52.88**

ZABALGARBI will not admit invoices not associated with an order expressly accepted by the Contractor, or for which the formalities for submittal are not met or which do not include the minimum data required by law.

Unless otherwise indicated in the particular terms & conditions, ZABALGARBI pays invoices as follows:

- At 60 days or within the maximum time permitted by law if shorter. Payment periods are counted from the invoice date, unless that date is prior to the date of completion of the work detailed in the "provisional acceptance of work" section, in which case the reference date is the date of completion of such work and the invoice date is not considered valid for these purposes. Payment will be made at the due date, provided there are no claims open.
- Payment will be made by certified remittance or transfer. In the case of transfers, bank charges and fees are for the account of the Contractor.

All taxes levied on the trading operations to which these general terms & conditions refer will be payable by the parties as provided for in law. The party that must pay the tax in each case is liable for meeting its tax obligations. The prices indicated in the order/contract and/or its annexes include all taxes, charges, fees, levies and other amounts owed currently and in the future, with the exception of Value Added Tax, which must be shown as a separate item.

If relevant, the parties may set specific invoicing milestones in the order/contract, such as the supply of interim documents that condition payment. In such cases the Contractor will not pay any amount until it is agreed that the relevant contract landmark has been met in quantitative and qualitative terms, or until the results or performance specified in the order/contract in question have been attained.

Any invoices whose content does not match the delivery note assessed or the pro forma invoice accepted will not be paid.

8. Warranties

The Contractor assures that all supplies and work will be free from material defects, design, construction & operational faults, be they apparent or hidden, for twelve (12) months as from the date of completion of work indicated in the acceptance certificate or equivalent document for the whole of the supplies or work included in the order.

During that warranty period any costs arising from the faulty performance of the work contracted or poor quality in the materials supplied by the Contractor will be charged to same.

Neither acceptance of the work nor payment of the final invoice will exonerate the Contractor from its liability for defects in work or in the materials and equipment supplied; nor will it imply any waiver of the rights indicated in the order.

Should any failing in the service provided be detected during the warranty period, ZABALGARBI must notify the Contractor in writing as soon as possible and make the affected components available to the latter for repair or replacement. The Contractor must then make good any defect by repeating the services deemed faulty.

Parts repaired or replaced by the Contractor under its warranty obligations will be subject to a new warranty period with the same full duration as the original.

Should the Contractor fail to commence repair work within five days as from receipt of notification from ZABALGARBI, the latter may perform the repair work itself or hire a third party to perform it, at the expense of the Contractor, and to that end may apply any withholding made or enforce any guarantee bond, the amount of which will in no case be deemed to constitute the limit of liability of the Contractor.

The provisions of this article will also apply to all additional work performed by the Contractor unless other warranty provisions are agreed in the relevant order for change or extension.

In any event, final acceptance will be given at the end of the warranty period, provided that there are no claims by ZABALGARBI pending resolution. At that time ZABALGARBI will inform the Contractor accordingly. In the absence of any communication acceptance will be deemed to have been given.

9. Guarantee Bonds

Unless otherwise provided for in the particular terms and conditions of the order, for work on new facilities or renovation of existing facilities valued at more than €100,000 the Contractor must hand over the following joint and several, first-demand bank guarantees to ZABALGARBI to assure fulfilment of its obligations:

- a) An advance payment bond for the amount of any advance payment agreed in the particular terms and conditions, valid up to the delivery of the equipment and/or materials. This bond must be handed over to ZABALGARBI at the time of acceptance of the order, as a prerequisite for the making of any advance payment agreed.
- b) A performance bond for 10% of the value of the order, valid up to full delivery of all supplies. This bond must be handed over to ZABALGARBI at the time of acceptance of the order.
- c) A warranty period bond for 10% of the value of the order, valid up to the expiry of the warranty period on equipment and/or materials. This bond must be handed over to ZABALGARBI at the time of provisional acceptance of the order, against the return of the aforesaid bonds.

The bonds payable by the Contractor must be set out as per the standard form provided by ZABALGARBI, which reserves the right to reject any bond which it considers does not meet the relevant requirements or follow the format provided.

10. Liabilities

The Contractor holds sole liability jointly and severally with its personnel and any subcontractors for any damage caused to ZABALGARBI, to its personnel or to third parties by reason of (i) the implementation of this order; (ii) failure to meet the obligations arising from the order; or (iii) culpable actions outside the contract.

ZABALGARBI is exempt from any liability arising from the obligations to third parties undertaken by the Contractor in relation to the order. The Contractor must hold ZABALGARBI harmless in any claim by third parties in regard to the performance of the work.

The Contractor has a duty to request all such documents as it may need to learn the characteristics of the facilities of ZABALGARBI, the risks that may affect its operations, the preventive measures associated with those risks and the emergency measures applicable and the in-house regulations of ZABALGARBI on safety and environment-related matters.

For the purposes of this article the term "Contractor" means the Contractor, its parent company, its subsidiaries and its subcontractors at all levels and their respective agents and employees, individually and jointly. The provisions of this Article prevail over any other provisions contained in any document that forms part of this order.

11. Insurance

Without prejudice to its liability in regard to this order, and without limiting that liability in any way, the Contractor must take out and maintain throughout the course of the order the following insurance on its own account and at its own expense, with companies recognised as financially sound. It is understood that the amounts of the insurance in question may never be lower than those compulsory by law and in accordance with the regulations in force.

- a) Sickness and occupational accident insurance for all workers allocated to the Work, as per the legislation and sectoral bargaining agreements applicable, including the laws of the country of origin of expatriate workers. If no minimum coverage is specified, the amount must be at least €35,000.
- b) Employer's civil liability insurance including, among other points, damage to third parties, persons, objects and the environment, covering its own employees and subcontracted personnel plus the personnel and property of ZABALGARBI; employer's, professional, product and post-work civil liability and liability for pollution and contamination with coverage of at least €1 million per insured loss on an annual aggregate basis.

- c) Under employer's civil liability, there must be minimum cover of €300,000 per victim, extending to its own personnel and that of subcontractors.
- d) Transport insurance covering all means of transport used for the performance of the work and the equipment hired, leased or owned for an amount no less than its replacement value. In any insured loss, regardless of its cause, the Contractor expressly waives any right of appeal against ZABALGARBI for any damage caused to such goods, and undertakes to inform its insurers of this waiver on the right of appeal.
- e) Full-risk construction and erection insurance covering any material damage, including that arising from defects in performance, caused to objects erected and dismantled from the date of commencement of work on the site up to provisional acceptance with additional maintenance cover for, among other things, damage to goods erected for a period of 12 months as from provisional acceptance.
- f) Transport insurance for the goods and/or equipment covered by the order if necessary.

The Contractor may take out such additional insurance as it may deem necessary to ensure full coverage of its liabilities under the order.

Before the commencement of any work under this order, the Contractor must hand over insurance certificates certifying that the insurance indicated in the foregoing paragraphs is in force, and outlining the cover, limits of compensation and deductibles applicable.

The Contractor has a duty to inform ZABALGARBI in writing of any incident that may affect the currency and terms of the insurance taken out.

In any event, the Contractor may not plead lack of liability on the grounds of the limits or deductibles contained in its insurance policies.

The aforesaid certificate must include a point exonerating ZABALGARBI from liability and a non-recourse clause against ZABALGARBI for the insurer.

Under its own exclusive liability, the Contractor must require its subcontractors to apply the same policy concerning liabilities and insurance as that required of the Contractor. This will not exonerate the Contractor from its liability to ZABALGARBI.

12. Assignment & Subcontracting

The Contractor may not transfer or assign the order or subcontract the whole or any part of the work entrusted to it without the prior knowledge and consent of ZABALGARBI. The Contractor must notify ZABALGARBI in writing of any intention to subcontract part of the work, indicating precisely what tasks are to be subcontracted and to whom with sufficient prior notice for delays to be avoided should consent be denied. Failure to meet this obligation will be grounds for termination of the order.

The Contractor is entirely liable for any failure or negligence on the part of its contractors or subcontractors, just as if the work were performed by the Contractor itself, with full application of the provisions of this order.

To access the plant, subcontractors must hand over the security documents required by ZABALGARBI of contractors which are to work at its facilities.

The Contractor must require its subcontractors to provide all the documents envisaged in the terms and conditions of the order, and must hand all those documents over to ZABALGARBI. ZABALGARBI must supply the Contractor with a list of documents required and applicable prior to the implementation of the order.

The Contractor must also provide proof that subcontractors have been given the safety plan or risk analysis and the plans for preventive activities before the commencement of the services contracted.

13. Human Resources

All personnel involved in performing the services or work covered by the order will be answerable hierarchically and functionally to the Contractor and will be deemed to form part of its organisation under the various forms regulated in current legislation. In no case will they be deemed to have any employment relationship with or dependence on ZABALGARBI. If ZABALGARBI appoints an

individual to coordinate the work and act as a link between the parties to the contract, or should other technicians from ZABALGARBI be present, cooperating in areas where work is to be done, this will not affect the answerability of personnel to the Contractor as indicated above.

Any hiring of personnel by the Contractor and any arrangements to be made in that regard by same must be carried out in such a way as not to presuppose any employment relationship between ZABALGARBI and the personnel of the Contractor or its subcontractors.

The Contractor must report as soon as possible any difficulty or employment-related conflict that arises between it and its employees that may affect the normal course of the work contracted.

The hours in which the work must be carried out will be as indicated in the technical specifications. The Contractor may extend the working hours originally established by agreement with ZABALGARBI to ensure that the deadline set is met. Any such extension of working time, use of shifts or work on Saturdays or public holidays is subject to prior consultation with ZABALGARBI. In any event, the Contractor must meet the requirements of the legislation in force concerning rest times and limitations on working hours.

The Contractor must appoint a site manager with suitable technical qualifications before work commences and must maintain him/her in place throughout the work. The said site manager will direct the tasks performed by its personnel and will hold broad decision-making powers in regard to ordering, fulfilling and complying with technical standards and regulations, standards concerned with industrial safety and good practices and specialist regulations applicable so as to fulfil the goal of the order. He/she will also have broad powers to implement instructions given by the coordinator/supervisor appointed by ZABALGARBI for the work contracted, with which he/she will maintain contact at intervals established by the said coordinator/supervisor

When required to do so, the representative of the Contractor will provide the ZABALGARBI coordinator/supervisor with a list of personnel who have performed the work contract did on a daily basis, indicating which persons performed what task, their occupational categories and the total number of hours worked by all workers involved.

If the Contractor does not appoint a safety officer, the site manager responsible for the work of the Contractor will also hold the powers and duties of a safety officer. In particular, he/she will be responsible for all actions that fall to him/her as a company representative in regard to coordinating the activities of other firms answerable to the Contractor, as established in the legislation in force.

14. Material Resources

The Contractor will provide its own personnel with hand tools, lifting equipment, changing rooms, signposting and collective and individual protective equipment which is duly approved, etc., and with any other safety equipment required for the services contracted. It must also provide all its personnel with instructions on the use of such equipment in the services in question and require them to use it properly.

The Contractor may use hard hats in any colour. Safety boots, hearing protection and eye protection must also be used in the areas signposted accordingly and in those places specified in the internal rules and regulations of ZABALGARBI.

The personnel of the Contractor must wear the logo or trademark of the company to which they belong in a visible location, preferably on the front of their hard hats or work clothes.

The Contractor must provide its own electrical distribution panels (one or more as required) to supply electricity to its equipment, with the following minimum requirements:

- Power supply voltage: 380/220 V
- Isolation transformer (for work inside metal containers)
- Thermal-magnetic cut-outs
- Trip switches
- Earth connections. Cables for earth connections
- Certificate from an approved inspection body issued no more than one year before the date of commencement of the work

The Contractor must provide copies of the certificates issued following the various official inspections conducted on its vehicles, lifting equipment, machinery in general and electrical distribution panels. For cranes to be allowed into ZABALGARBI a copy of the certificate of compliance with ITC-MIE-AEM-4 or such other regulation as may replace it must also be provided. All equipment and

tools used at ZABALGARBI must comply with the applicable minimum health and safety standards for work equipment to be used by workers.

15. Specific Safety Obligations

The Contractor must comply with the requirements set out below and must provide ZABALGARBI with written proof of such compliance.

ZABALGARBI reserves the right to check the authenticity of the said documentary proofs and information provided by the Contractor, though such checks may not be deemed to reduce or waive any liability on the part of the Contractor.

i. Safety Officer

The Contractor will appoint a safety officer for its personnel. The said officer must have the qualifications and experience required in the activities or processes in question and the relevant training in risk prevention at least for basic level functions. The safety officer designated by the Contractor (or by default the site manager) will monitor risk prevention activities and check that the following requirements are properly met:

- The requirements specified in the work permit.
- Current regulations concerning occupational risk prevention.
- Coordination of risk prevention activities.
- Safety measures specific to the task or service to be provided.
- The safety obligations set out in this order.

This monitoring must include checks on the effectiveness of the prevention activities envisaged in the plan, on the suitability of those activities for the risks to be prevented and on any unexpected risks that may arise arising from situations that necessitate the presence of safety officers.

When this monitoring brings to light shortcomings in compliance with risk prevention requirements:

1. The safety officer will give the instructions necessary for immediate and proper performance of risk prevention activities.
2. Any shortcomings must be reported to the coordinator/supervisor designated by ZABALGARBI for the work contracted, so that the latter can take the necessary steps to correct them if they have not already been corrected.

The safety officer must remain at the workplace as long as the situation that necessitates his/her presence prevails, which basically means the following:

- a) When risks may worsen or change during the process of the activities performed due to operations carried out at the same time or thereafter for which it must be ensured that the correct working methods are used.
- b) When activities or processes are applied which are considered under current regulations as hazardous or as posing special risks.

The safety officer for each company must cooperate and coordinate with safety personnel at ZABALGARBI in evacuating their company personnel in case of an emergency.

The safety officer or such other person as is specifically designated by the Contractor must perform the duties set out in Royal Decree 171/2004, which implements Article 24 of Act 31/1995 on the Prevention of Occupational Risks, and must coordinate the prevention activities allocated to them. In particular he/she must cooperate as necessary with the operations of other companies present.

Proof of the designation of the safety officer and of his/her training in the field must be submitted to ZABALGARBI with sufficient notice prior to the commencement of work.

The safety officer must immediately report any accident and any circumstance that may entail risk of injury, damage, loss of material or environmental pollution and must provide ZABALGARBI with copies of all written reports and documents that the Contractor may draw up on the matter and all documents submitted to the relevant authorities.

In any event the safety officer of the Contractor must stop the work if he/she detects any serious, imminent risk to the facilities or to the life or health of workers.

If personnel answerable to it suffer an accident, the Contractor must:

- Take the victim to the medical services of the Contractor and/or call the emergency services (tel. 112) so that the necessary medical assistance can be provided.
- Draw up an accident report and submit it to the relevant authority as per the regulations applicable.
- Conduct its own investigation subsequently.
- Report the outcome to the ZABALGARBI coordinator/supervisor.

If an accident victim needs to be taken to the mutual health insurance centre he/she must be accompanied by the safety officer of the Contractor or by a member of its management staff if the safety officer is unavailable.

ii. Safety Plan

Without prejudice to the liabilities of the Contractor in regard to the implementation of the work or service, and without reducing or waiving those liabilities, the Contractor must hand over a safety plan prior to the commencement of work, or in its absence a risk analysis and plan for its risk prevention activities, taking into account the information provided by ZABALGARBI on risks at the facility and protection and emergency measures. The said documents must describe the risks considered in regard to the performance of the work, the preventive measures to be taken during said performance and the schedule of inspections to be conducted to learn of and monitor potential safety incidents.

The safety plan must also outline risks specific to any activities to be performed by the Contractor that could affect workers from other companies. For serious or highly serious risks, this information must again be provided in writing prior to the commencement of activities, when there is any substantial change affecting risk prevention in activities and if an emergency arises.

The site manager and the safety officer must be familiar with the safety plan or the risk analysis and plan for risk prevention activities of the Contractor, and must ensure that it is properly applied and complied with and is passed on to the rest of the Contractor's personnel.

If the safety plan includes risks arising from work at heights, in confined spaces, with hydrogen sulphide, with breathing apparatus, with electrical equipment and similar the Contractor must provide proof of specific additional training.

Prior to the commencement of work, the Contractor must provide certificates of aptitude for the workers who are to perform the tasks. Such certificates must be issued by an accredited risk prevention service.

Coordination of company activities

The Contractor must comply with Royal Decree 171/2004, which implements Article 24 of the Prevention of Occupational Risks Act in regard to the coordination of company activities. Its obligations include the following:

- To conduct risk assessments and plan prevention activities, taking into account the information received from the site owner in regard to general risks at the plant and at the place where the work is to take place, plus information on risks received from other companies working on the site that may be affected in terms of occupational risk prevention.
- To inform other companies on the site where the work takes place of the risks that its activities may pose for workers of those companies, including workers of ZABALGARBI.
- To inform and train its workers in regard to the risk assessment conducted, including the risks arising from the presence of other companies in the area where the work is to be done. ZABALGARBI may require written proof of compliance with this requirement.
- To coordinate prevention activities with the other companies on the site, particularly with subcontractors, and to set up such coordination measures as may be necessary at the plant to ensure compliance with the goals of Royal Decree 171/2004.
- To attend meetings on coordination of work and prevention of occupational risks organised and convened by ZABALGARBI from the commencement to the completion of the work contracted.

iii. Safety Training

The Contractor must provide ZABALGARBI with written proof that all its in-house and subcontracted personnel have received the following information and minimum training on safety matters, with the contents indicated:

- Safety regulations (Prevention of Occupational Risks Act & regulations governing risk prevention services)
- General & specific risks for each job.
- Work at heights.
- Electrical risks.
- Tool use.
- Manual handling of loads.
- Fire & combustion.
- Confined spaces and/or toxic and explosive atmospheres.
- Personal Protective Equipment
- Industrial hygiene
- Safety datasheets
- Other specific risks

If necessitated by the nature of the work or the workplace, further training may also be required, of which the Contractor must provide the relevant proof.

If the work or service contracted is to be performed fully or in part at other sites or at the facilities of the Contractor, these training requirements may be adjusted to suit the actual risks entailed by the tasks to be carried out.

If the Contractor hires new workers (in-house or subcontracted) during the term of the order in addition to those initially allocated to the tasks contracted, it must provide ZABALGARBI with written proof that such new in-house and subcontracted workers have received training and information as necessary in regard to the risk analysis and plan for prevention activities of the Contractor. Should such proof not be provided, ZABALGARBI may notify the Contractor that the workers in question may not enter its premises. That refusal of access will be maintained until the relevant proof is provided.

In addition to the points listed above, for site managers and prevention officers proof of training in the following areas must be provided if relevant to the tasks to be performed:

- Risk prevention training with at least the Basic Level 50-hour course.
- Environmental and safety regulations.
- Work with lifting equipment.
- Completing of work permits.
- Risks and risk prevention in the use of machinery.
- Risks in welding operations.
- Work at heights.
- Work in confined spaces.
- Work with electrical risks.

iv. Inspection of Tools & Equipment

The Contractor must regularly inspect all equipment and tools habitually used in its work. The technical inspection sheets for equipment and tools subject to specific technical regulations, particularly those provided for in Royal Decree 1215/1997, must be up to date. All other equipment and tools must be inspected by the Contractor.

The Contractor must also conduct inspections at suitable intervals on any facilities or temporary workshops located within the facilities of ZABALGARBI.

Before the commencement of work, the Contractor must provide ZABALGARBI with a written report on the outcome of these inspections and checks, including a list of tools checked with certificates attesting that they are in good condition.

v. Monitoring & Surveillance

The Contractor must hold such safety meetings with its personnel as it deems necessary, and must conduct scheduled observations of the work and report company accident statistics.

16.Environmental Obligations

The Contractor must ensure that the work area is kept clean and tidy at all times, and is signposted if the work so requires. The area must be cleaned whenever necessary, whenever required by ZABALGARBI and always on completion of the work. Work will not be considered as completed until final cleaning is carried out.

The Contractor must comply with all environmental regulations and procedures applicable under the legislation in force, and particularly with those linked to its activities. It must also comply with the regulations and instructions provided by ZABALGARBI for compliance with its environment policy. Attempts must be made to ensure that resources are used efficiently and the methods used must be chosen accordingly.

Waste must be disposed of in strict accordance with the regulations and instructions of ZABALGARBI on waste handling, and containers suited to each waste type must be used. If in doubt, the Contractor must consult the coordinator/supervisor designated by ZABALGARBI for the work contracted.

The company contracted must take responsibility for the waste produced in the course of its activities and must provide ZABALGARBI with the information needed to manage it correctly. If it is agreed that waste will be managed by ZABALGARBI its nature and amount must be made known beforehand and the personnel of the Contractor must deposit it wherever and in whatever conditions ZABALGARBI may indicate.

The Contractor must train its personnel so that they are aware of the main environmental aspects of the work and can thus adequately prepare the work to be done and properly separate any waste produced in line with the waste management procedure, of which the Contractor declares itself to have been informed and to be aware.

The various types of waste produced (scrap metal, inert waste, hazardous waste, etc.) must be disposed of in an appropriate manner. The coordinator/supervisor designated by ZABALGARBI for the work contracted must be consulted if there is any doubt as to where waste fits into the aforesaid types.

Prior to the commencement of work, the Contractor must declare any hazardous materials and chemicals that it intends to use. During the work it must ensure proper identification, storage, handling and disposal of all such items. Information must be obtained from and provided to the coordinator/supervisor designated by ZABALGARBI for the work contracted.

17.Obligations of ZABALGARBI

Apart from its payment obligations, the only obligations undertaken by ZABALGARBI in regard to the order are those expressly set in the particular terms and conditions and in the technical specifications.

ZABALGARBI will appoint one or more coordinators/supervisors for the work contracted, who will provide the Contractor with such information as it may need to implement the order.

ZABALGARBI will provide the necessary information on general risks at the plant and the workplace, and on other companies present which may be affected in terms of the prevention of occupational risks and such internal regulations of ZABALGARBI that may apply. On receipt of this information the Contractor must sign and acknowledgement of receipt, which serves as a declaration of awareness on its part of the said regulations.

18.Formal Notifications

All communications between ZABALGARBI and the Contractor, including those concerning matters of quality, safety and environmental issues, should preferably be in writing (letter, fax or e-mail).

19. Validity & Prevalence of Contract Documents

If there is any discrepancy between the documents that make up the order, particular terms will prevail over general terms. The order of prevalence is as follows:

- Any changes to the order/contract expressly agreed in writing after its issue date.
- The particular terms and conditions included in the order/contract formalised as per these terms and conditions and in the technical specifications.
- The terms and conditions set out in the ZBL-MOD-0380 form signed.
- These general terms and conditions.
- Clarifications set out in writing by the Contractor after the quote and before the signing of the order, and expressly accepted by ZABALGARBI.
- The quote submitted by the Contractor.

No general terms and conditions of the Contractor which differ from those set out in this document will be admitted unless they are expressly accepted in writing by ZABALGARBI in the order or in particular terms and conditions form ZBL-MOD-0380.

Any terms, conditions and specifications included by the Contractor in its delivery notes, invoices or other documents exchanged by the parties that contravene the express terms and conditions set in the order/contract will be null and void.

20. Requirements of Law, Accidents & Compensation

The Contractor holds liability in regard to compliance with the labour legislation, collective bargaining agreements and health and safety regulations applicable to the work contracted, and with those envisaged in the Fundamental Conventions of the International Labour Organisation in regard to workers' rights and social security. It must also comply with all provisions in force and applicable to the order concerning environmental matters.

Any equipment, machinery or product supplied must be accompanied by the relevant documents accrediting that it has been manufactured as per the applicable requirements of law (manufacturing dossier, EC mark approval, declaration of conformity and instruction manual in Spanish) and fully meets the requirements of Article 41 of Act 31/1995 on the Prevention of Occupational Risks. Information on the energy performance of equipment (energy classification, energy labelling or efficiency studies) will be assessed.

Chemicals must be accompanied by the relevant safety and technical datasheets.

The Contractor undertakes to ensure that all its own and subcontracted personnel who perform tasks or provide services at the ZABALGARBI plant are provided with the relevant documents and training and hold all the certificates and accreditations required to do their jobs.

Before work commences, the Contractor must:

A) Request and hand over to ZABALGARBI a certificate attesting that it has no outstanding debts to the General Social Security Treasury as per Article 42 of the Workers' Statute and/or authorise ZABALGARBI to request same via the Treasury's RED system.

B) Request and hand over to ZABALGARBI a specific certificate attesting that it is up to date with its tax obligations, for the purposes set out in Article 42.1 e) of Provincial Regulation 2/2005 or such other regulation as may supersede or apply instead of same.

Whenever required to do so by ZABALGARBI, the Contractor must show documentary proof that it is up to date with the aforementioned legal and regulatory obligations, especially those concerning social security registration of workers and payment of contributions and those concerning personal income tax withholdings and other tax obligations in regard to its workers.

As the employer of all the personnel used in the implementation of this order, the Contractor is answerable to authorities, public bodies and/or courts for the proper application of current legislation, especially in regard to employment and social security matters. At no time will its personnel be deemed to have any formal employment relationship with ZABALGARBI.

The Contractor must take all necessary precautions to safeguard and protect both ZABALGARBI and third parties from any potential personal injury or material damage in the course of the implementation of the order, and is liable for any damage due to actions, omissions or lack of due care on its own part or by its employees, agents and/or subcontractors.

The Contractor must at all times hold ZABALGARBI harmless from any claim by third parties, authorities or its personnel arising from the implementation of the order. ZABALGARBI will in any event have the right to withhold from outstanding payments amounts sufficient to cover any claims filed and reasonable expenses that may be incurred as a result of claims, without prejudice to any actions that ZABALGARBI may bring in law against the Contractor.

All permits, licences and certificates required for the Contractor to implement the order must be obtained by same at its own expense and for its own account. ZABALGARBI is exempt from any claims for liability that may be filed as a result of an infringement by the Contractor, its employees, agents and/or subcontractors in any matter concerned with the order.

21. Changes in Orders

Any tasks outside the scope of the order must be covered by an extension or change in the order in which their price or remuneration must be set, and any extension in the deadline required to implement the extension of the work must be agreed.

Written approval from ZABALGARBI must be obtained before any additional work is performed. Otherwise no increases in price or extensions of deadlines will be admitted.

The Contractor must undertake any work entailing increases or decreases in the scope of the order that may be required by ZABALGARBI at any time, in which case the price and deadline will be adjusted accordingly, taking into account the terms and conditions set in the order when applicable.

The Contractor must inform ZABALGARBI of any change in the scope of work that it may deem appropriate or convenient before beginning to implement it, so that the price and deadline for implementation can be modified as necessary. No invoices for amounts in excess of the agreed scope of work will be paid unless prior written agreement has been given. Any claim by the Contractor for any reason must be made known to ZABALGARBI in writing within five calendar days as from the date of the causing event. No claims filed after that time will be admitted.

22. Suspension of Orders

ZABALGARBI may, at any time, suspend the implementation of the order fully or in part by notifying the Contractor accordingly in writing, in which case the latter must suspend the order as soon as possible.

In case of suspension, ZABALGARBI will notify the Contractor in writing of when implementation of the order is to resume, and the Contractor must resume same as soon as possible and always within ten (10) calendar days as from the date of sending of the notification.

The parties will agree on a fair way of dealing with the effects of any suspension on the duties of both of them, and on what precautionary and conservation measures need to be adopted. Any direct, duly proven costs and expenses incurred by the Contractor as a result of a suspension for reasons attributable to ZABALGARBI will be payable by the latter. Such costs payable may not include indirect costs such as loss or contracts or production, loss of profit, damage to corporate image and financial expenses.

23. Early Cancellation of Orders at the Request of ZABALGARBI

ZABALGARBI may cancel the order early in full or in part at any time via written notification to the Contractor. On receipt of such notification the Contractor must stop the work and immediately instruct its subcontractors to do likewise.

From then on the Contractor is required only to act as necessary to preserve and protect work already done. Within five days as from receipt of notification of the early cancellation of the order, the Contractor must provide ZABALGARBI with a written account of all the work already done and the supplies received up to the time of early cancellation, and ZABALGARBI may immediately take over ownership of the part of the order already implemented and of such materials and supplies as may have been stockpiled.

The only obligation of ZABALGARBI in case of early cancellation of the order under this point of the general terms and conditions is to pay the Contractor the invoices corresponding to the work done and the direct costs caused to it by the early cancellation up to the time of same, provided that the work has been done and the costs incurred in accordance with the order. The price payable for work and services performed up to the time of early cancellation will be set fairly, bearing in mind the price(s) in the order and the degree of completion of work at the time of cancellation.

24. Termination

ZABALGARBI may terminate the order in full or in part at any time without thereby incurring any expense by giving due notice to the Contractor accordingly should the latter infringe any provision of the order and/or the annexes to same or should any of the circumstances listed below arise:

- 1 Should the Contractor fail to commence the work as established in the order and should ZABALGARBI deem the delay to compromise the delivery times agreed or to be evidence that it is not possible to complete the order properly.
- 2 Should the Contractor break the law.
- 3 Should the Contractor repeatedly fail to follow the instructions of ZABALGARBI or fail to eliminate, correct or replace any materials, work or other supplies rejected by ZABALGARBI as per the terms of the order.
- 4 Should deliveries be delayed beyond the date on which the maximum penalty for delay set is reached or in excess of 20% of the lead time for the implementation of the order if no specific penalties for delay have been set.
- 5 Should the Contractor be found to be manifestly incapable of supplying the material or equipment and/or providing the services covered by the order.
- 6 Should the Contractor contravene the ZABALGARBI suppliers' protocol (which the Contractor states that it has read and expressly accepts as applying to it). The suppliers' protocol is available on the ZABALGARBI website at <http://www.zabalgarbi.com/es/condiciones-generales-docgeneral/>

If the order is terminated all sketches, information and technical drawings and any other material prepared by the Contractor for the implementation of the order must be handed over to ZABALGARBI, along with any documents, drawings, designs or sketches that the latter may have made available to the Contractor.

If the order is terminated as per this article, ZABALGARBI will be entitled to compensation for consequential damages. Should the supplies and/or services be cancelled on grounds of total unsuitability or uselessness, ZABALGARBI may require the Contractor to return any prepayments made on the order price, and to enforce the bonds given by the Contractor to make good the damage caused.

The Contractor may terminate the order if there is serious or recurrent failure to meet payment obligations in regard to the contract price. Serious non-fulfilment will be deemed to exist if payment is delayed by more than two months.

25. Industrial & Intellectual Property Rights

The Contractor assures that it holds the patents, brands, licences and other industrial and intellectual property rights needed for the proper implementation of the order.

The contract/order price includes the transfer to ZABALGARBI of the rights of operation and use of the software included in the work and equipment, whether they are standard and owned by the Contractor or by third parties. At the completion of the work, the

Contractor will therefore hand over to ZABALGARBI copies of the source codes and documentation required to make adequate use of same.

The Contractor will hold ZABALGARBI harmless and will safeguard it from any claims that may be filed in regard to intellectual and industrial property rights, patents, brands, rights of use, know-how, copyright, utility models and other analogous rights. The Contractor must pay all legal costs, including those of legal counsel and solicitors and any damages arising from court rulings or private agreements arising from any claims filed concerning any part of the scope of supply which is found to infringe any of the aforementioned rights.

To resolve such issues, the Contractor must provide ZABALGARBI with one of the following options, at its own cost and with sufficient notice:

- a) To obtain the right for ZABALGARBI to continue using the materials, equipment or supplies affected by the infringement..
- b) To replace them by equivalent supplies.
- c) To modify them in such a way that they no longer infringe intellectual, industrial or other property rights, without affecting deadlines, prices, quality specifications or the purposes for which the order is to be used.

26. Force Majeure

Any delay or non-fulfilment by either party that originates from an event classed as force majeure will not be considered as a failure to fulfil the order and will not be grounds for claims. This is understood to mean events which are outside the control of the affected party because they are unpredictable or inevitable even if predictable, provided that:

- a) the party that suffers the force majeure has not given rise to, contributed to or exacerbated the consequences of the event;
- b) the party that suffers the force majeure reports same to the other party in writing within five days as from the commencement of the event;
- c) the party that suffers the force majeure provides sufficient evidence of the occurrence, duration and effects of the event and makes all necessary and reasonable efforts to mitigate its effects and/or consequences.

The following events are not classed as force majeure: delays in supplies by the subcontractors of the Contractor, strikes (other than those classed as sectoral or general) and increases in the prices of materials and/or labour. This list is illustrative and not exclusive.

The duty to meet the obligations affected by the force majeure will be suspended for the duration of the event, and deadlines will be extended by a period equivalent to the duration of the force majeure. The parties will agree on measures as necessary to ensure the good condition of supplies made and work done and to arrange the resumption of work once the effects of the force majeure cease to prevail.

If work is suspended for more than six (6) months as a result of force majeure, either party may put an end to the order by giving written notice to the other of its intention to do so. In such cases the Contractor will be entitled only to payment for non-recoverable direct costs which can be duly proved to have been incurred, and all supplies and work already completed will become the property of ZABALGARBI.

Each party will bear the consequences of all types that may be entailed for it by force majeure and neither may claim any compensation from the other or request any modification of the order except as regards setting new deadlines.

27. Miscellaneous Points

All messages and notifications concerned with the order or its implementation must be given in writing and sent to the following e-mail addresses:

Notifications to ZABALGARBI:

- To the e-mail address from which the order was sent.
- And by registered mail to the following address: ZABALGARBI C/Artigas nº 10 Bilbao 48002 (Bizkaia)

Notifications to the Contractor:

- To the e-mail address to which the order was sent.
- And by registered mail to the corporate headquarters and/or tax address of the Contractor.

Any failure by ZABALGARBI to demand fulfilment of any provision of the order or exercise any option therein will in no way be construed as a waiver of the right or option to do so.

ZABALGARBI is entitled to offset any amount owed to it by the Contractor, even for business transactions between the parties other than this order, against the amounts owed to the Contractor hereunder.

28. Confidentiality

All written and verbal information provided by one party to the other is considered to be confidential and may not therefore be used for purposes other than the fulfilment of the order.

ZABALGARBI and the Contractor undertake not to disclose in any way the documents and information that each receives from the other for the implementation of the order without the written consent of the providing party.

The work done for and/or supplies delivered to ZABALGARBI may not be mentioned, described or used as illustrations for advertising purposes without the prior written consent of ZABALGARBI.

ZABALGARBI and the Contractor undertake to restrict access to confidential documents and information to those employees who need to know it in order to assess it, and will advise those employees of its confidential nature and of the existence and importance of this article on confidentiality.

The seller must include an identical article on confidentiality in its agreements and orders entered into with third parties for the implementation of the order.

The foregoing provisions will not apply to:

- 1) Information that the receiving party can prove was already in its possession at the time of its reporting by the disclosing party, provided that such information was not acquired directly or indirectly from the disclosing party.
- 2) Information that is in the public domain at the time of its reporting by the disclosing party.
- 3) Information that comes into the public domain after its reporting by the disclosing party as a result of its publication, provided that no negligence or blame for same can be attached to the receiving party.
- 4) Information that either party is legally obliged to disclose to a court or authority under a valid order, though in this case the party obliged to disclose must contact the other party in advance to discuss the obligation and the extent to which it can be mitigated, including the possibility of filing an appeal against the disclosure order.

In the case of confidential information received from third parties, ZABALGARBI and the Contractor undertake to inform each other and abide by the terms and conditions of the confidentiality obligations entered into with the third parties.

29. Personal Data Protection

This privacy policy applies to all personal data provided to ZABALGARBI by the Contractor or such natural persons as may act in its name and on its behalf in regard to the formalisation or implementation of this order:

Data Controller: ZABALGARBI, whose identification and contact details are given in this document.

Purpose of processing: to manage your status as a Contractor, which means managing the financial, tax-related and accounting aspects of the relationship, sending commercial messages via e-mail and managing plant access for workers of the Contractor.

Holding period: throughout the term of this order/contract and after its completion, until all associated legal and contractual obligations have been met and the period of limitation for any actions in regard thereto has expired. The period for data processing

for the sending of commercial messages on similar or identical products or services will run until the data subject notifies the Controller of its objection thereto, which it may do at any time.

Basis in law: the Data Controller is entitled to process the data by virtue of the lawful interest that results from the need to process your data as a Contractor of ZABALGARBI.

Data recipients: there is no intent to report or disclose your personal data to third parties except under obligation by law.

Rights & exercising of same: data subjects may exercise the rights of rectification, deletion and portability in regard to personal data collected for processing. You are further informed that in certain circumstances data subjects have the right to request restrictions on or object to the processing of their data, in which case the data controller must cease to process same and merely hold same for use in the exercising of or in defence of claims. The said rights may be exercised by writing to the data controller at the address indicated above, on the terms set out in current legislation. You may also contact whichever supervisory authority you consider appropriate to file claims (e.g. in your usual country of residence, your workplace or the place where you consider the alleged infringement to have taken place). You are informed accordingly that in Spain the supervisory authority is Agencia Española de Protección de Datos [the Spanish Data Protection Agency] (www.agpd.es), and that you may exercise your rights via the forms provided for that purpose by the said agency, which can be found at its on-line office (<https://sedeagpd.gob.es>).

The Contractor must comply with the same privacy policy in regard to personal data provided to it by ZABALGARBI on its representatives and employees for purposes of entering into and implementing this order, for which the data controller is responsible.

Each party assures the other that all personal data have been and will be obtained lawfully from the data subjects.

When relevant ZABALGARBI will, at the request of the Contractor, sign the commission order/contract referred to in Article 28.3 of regulation EU 2016/679, or such other regulatory provision as may be in force at the relevant time.

Our website (<http://www.zabalgarbi.com/es/condiciones-generales-docgeneral/>) contains the commission document for the processing of personal data provided by the Contractor for its workers, if any, as required by ZABALGARBI for access to its plant

30. Applicable legislation & jurisdiction

The parties hereto waive any other jurisdictional rights which they may be entitled to claim and agree to submit to the jurisdiction of the courts and tribunals of Bilbao for the resolution of any litigation, discrepancies or claims arising from the construal, implementation, fulfilment or non-fulfilment of this order and the consequences thereof.

This order is governed by Spanish law.