GCXXI GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Purpose

1. This document sets out the terms and conditions of purchase (hereinafter referred to as the "Terms and Conditions") governing the supply of all types of goods, equipment and materials (hereinafter referred to as the "Products") and/or the provision of all types of services (hereinafter referred to as the "Services"), by suppliers (hereinafter referred to as the "Supplier") to the Cosmos XXI Group (including all plants) and/or any company directly or indirectly controlled by it (hereinafter referred to as "GCXXI").

   Unless otherwise specified in GCXXI's order, the scope and price of any supply of Products and/or provision of Services shall include: (a) the tasks of loading and unloading, receipt of materials, packaging and labelling, storage and loading by means of transport of the Finished Products; b) works (including manufacturing, construction and assembly) and/or equipment (including tools, patterns, models, moulds, gauge and spare parts) necessary for the execution of the order.

2. Contractual Documentation

2. The relationship between GCXXI and the supplier shall be governed by the following contractual documents (hereinafter referred to as the "Agreement"): a) the order of GCXXI (hereinafter the "Order") and, where applicable, the Delivery Schedules (as defined below); b) these Terms and Conditions; and C) the offer and acceptance of the order by the supplier, including the technical specifications of the Products and/or Services.
3. In the event of a discrepancy between the different parties to the Contract: a) the order shall prevail over these Terms and Conditions and the Supplier's offer and acceptance of the order; b) these Terms and Conditions shall prevail over the Supplier's offer and order acceptance. Any modification or repeal to the Order or these Terms and Conditions must be agreed in writing between the Provider and GCXXI.

3. Orders and delivery schedules

4. GCXXI shall not be bound by any Order, unless signed by a representative with sufficient power.
5. The commencement of performance of an Order implies the unreserved acceptance of all the stipulations of the Order by the Supplier and of these T&Cs. If the period of seven (7) calendar days has elapsed without proof that the Supplier has started work, the Order shall be deemed automatically cancelled.
6. In case of doubt about the interpretation of an Order, the Supplier will always comply with the clarifications and instructions issued by GCXXI.
7. Upon acceptance of an Order:

(i) All terms, conditions and specifications included in or attached to the Supplier's offer, and correspondence related thereto, which are not expressly referred to in the order shall be deemed void. The mere citation of the offer in the Order or accompanying documents does not modify this clause.

(ii) These Terms and Conditions shall prevail over the Supplier's General Terms and Conditions of Sale, if any. The Supplier undertakes to satisfy each Order under the terms and conditions indicated therein and in these Terms and Conditions, it being understood that the aforementioned terms and conditions are set for the entire duration of the Order.

8. Orders may be open, in which case they will not refer to specific quantities or volumes of products or Services. Contracted volumes and delivery dates will be defined by GCXXI by submitting delivery agreements to Supplier (each, the "Delivery Schedule"). The quantities of products/Services subject to firm orders will be those established under the reference "Firm". Unless the Supplier expresses its rejection of the Delivery Program within 2 working days, it will be understood that it tacitly and without reservation accepts it and, consequently, it will be obliged to supply the requested quantities within the required periods. In the case of open orders, the price modifications will be reflected through the issuance of a new version of the original Order that will be understood to be accepted once the first Delivery Program with revised prices has been fulfilled.

4. Prices and payment method

9. The prices reflected in the Order will be fixed, firm and final and may not be subject to revision. The price shall include all the concepts that make up or may be part of the cost of the Product/Service object of the order, including, but not limited to, salaries, social charges, consumables, transport, packaging and labelling, accessories, devices, cranes and other necessary tools, allowances for any reason, payment for intellectual property, expenses derived from the inspection, tests and certificates specified in the Order, exchange rates, taxes, duties and levies of all kinds. The payment method will be specified on each Purchase Order.
10. No invoice will be processed in respect of a Product that does not meet the requirements indicated in the Contract or with a date prior to the date of delivery of the Product. GCXXI shall be entitled to withhold payment if the Products/Services delivered do not comply with the requirements set out in the Contract and to deduct from the invoiced amounts the amount of any delay penalty applicable in accordance with these Terms and Conditionss.

5. Delivery and/or service delivery times

11. The delivery dates established in the Order shall be considered essential obligations. The Supplier undertakes to maintain a production schedule that leads to the delivery of the Product and/or the provision of the service, with the level of quality and within the delivery times established in the Contract.

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12. The delivery of products will occur at the signature of the GCXXI manager and the delivery of Services will occur at the signature of the GCXXI manager.
13. Where the supplier fails to meet the established delivery deadline and the delay is not attributable to force majeure, GCXXI shall be entitled to a penalty calculated at the rate of 2% of the purchase price for each full week of delay. If the penalty exceeds 10% of the purchase price to the GCXXI, the contract may be terminated, in whole or in part.

6. Deliveries

6.1 Delivery of tooling and other materials to the supplier

14. When it is expressly agreed that the GCXXI provides tools and other materials, property of the Supplier or the Client, necessary for the Supplier to be able to carry out the Contract (hereinafter, the "Tools"), the provisions of this section will apply. The Tooling may not be used by the Supplier for any purpose other than the performance of the Contract. The Tooling shall be the exclusive and permanent property of GCXXI or the Customer, as the case may be, and shall be maintained and returned in perfect condition to GCXXI upon termination of the Contract.
15. All delivery of GCXXI Tooling will be accompanied by a Tooling Deposit Contract indicating the references delivered and the quantities corresponding to each one. It is the responsibility of the supplier:
    (i) verify the accuracy of the document in terms of references and quantities, and possible documentation errors not detected at the time of delivery cannot be invoked as a cause of inventory difference;
    (ii) to submit the tools for examination and to immediately inform the GCXXI of any defect or damage found in the tooling.

6.2 Product delivery

16. Unless otherwise stated in the Order, the Goods shall not be deemed to have been delivered until they have been received and checked at the place of delivery indicated. The transfer of risk occurs at the time the Product is formally accepted by GCXXI. Unless otherwise agreed, partial shipments are not permitted.
17. The packaging of the product must be that agreed with GCXXI during the PPAP/PPA phase, favoring its proper handling, transport and storage without suffering deterioration. The packaged goods will be marked, the labelling is defined in the manual and is part of the PPAP/PPA, it is perfectly legible, visibly indicating the corporate name of the group.
18. GCXXI may change the quantities that appear in the delivery schedules, or order the temporary suspension of scheduled deliveries, without this entailing a modification of the price, or of the rest of the terms or conditions of the Agreement.
19. The Supplier undertakes to send a report on the status of work in progress, at the request of GCXXI.

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7. Quality

20. Supplier is responsible for the quality of the Products/Services it delivers to GCXXI, regardless of whether it manufactures or performs them itself, or procures them from a subcontractor. The quality of the Products/Services delivered must meet the standards required in the documentation, drawings, specifications and standards delivered to the Supplier and referred to in the Order and which must be respected during the contract.
21. The goods that are rejected, either by unit or statistical verification, will be returned to the Supplier with at the Supplier's expense and the latter is obliged to replace them immediately at the Supplier's expense. In the event that, due to delivery delays, GCXXI is forced to retouch rejected parts to make them assemblable, the appropriate charge will be passed on to the Supplier, who will be notified in writing. In the event of a supplier's quality and/or logistical incident, GCXXI will charge for administrative procedures, passing on any possible costs for selection, rework, measurement, scrapping, urgent transport, travel and any other activity that is necessary to guarantee the suitability of the material, either at the Group's or its Customers' facilities.
22. In the supply to the plant of the first samples pending approval, the group will send to the quality manager of the receiving plant, sufficiently in advance of the entry into the plant of samples, all the documents required for the approval of the component according to the GCXXI Supplier Quality Manual (M15.01.00), understanding that this documentation will be essential in all cases.
23. In the supply of serial material, the Supplier will provide all the required documentation and quality certificates correctly completed, supplying them sufficiently in advance of the arrival at the plant of the material, in order to eliminate possible delays due to material blockages during the GCXXI production process.
24. No technical modifications should be made without the prior consent of the GCXXI Quality Department (the process is described in more detail in manual M15.01.00).
25. GCXXI obliges all suppliers to keep the certification available at the time they were registered as suppliers, notifying any changes that occur subsequently (they must send the renewals of the certifications to the purchasing department).
26. Any quality incident detected by GCXXI or its customers in the Products or Services supplied by the supplier will be communicated in writing by the GCXXI receiving plant. The Supplier must issue an immediate response to the non-conformity report or equivalent documents sent by GCXXI, committing to promptly inform GCXXI about the root causes of the incident and the corrective actions defined and executed within the deadlines and the system defined in the GCXXI Supplier Quality Manual (M15.01.00).
27. GCXXI will carry out an initial assessment of the supplier's capacity and identify indicators with objectives for improvement. The Supplier undertakes to implement the improvement plans defined in the GCXXI Supplier Quality Manual (M15.01.00)

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8. Environment

28. The Supplier must comply with all the provisions of current Environmental regulations regarding the generation and management of waste, discharges, atmospheric emissions, noise and prevention of soil pollution. GCXXI may request from the supplier a copy of all those documents that evidence the correct management of the waste generated (contracts with managers, authorisations and delivery records, etc.).
29. The Supplier will be responsible for promptly informing all its workers of the environmental obligations that, by legal imperative or at the express request of GCXXI, are acquired under the Contract.
30. GCXXI may inspect compliance with all the requirements set out above, without the Supplier losing any environmental responsibility to which it is obligated to comply.

9. Inspections

31. GCXXI reserves the right to carry out the appropriate inspections and audits in order to guarantee the quality of the product, the adequacy of the production systems, the processes, the condition of the tools and equipment provided to the supplier, the fulfillment of deliveries and the conditions established in the Contract. In the case of finished product inspections, these will not be a reason to prevent an eventual or subsequent rejection by GCXXI or its client.
32. The Supplier undertakes to facilitate access to its premises for GCXXI personnel, as well as to provide them with the support of personnel and documentation that they request to carry out their task properly.

10. Warranty

33. The Supplier guarantees GCXXI:
    (i) that the End Product supplied: a) is free from defects in design, workmanship, materials or workmanship; (b) is in accordance with the specifications, drawings, samples, quality, quantity and other descriptions set out in the Order and any other information or instructions communicated to the supplier; c) it is suitable for the purpose for which it is intended.
    (ii) It is new and top quality.
    (iii) It complies with the national or international regulations in force and applicable on the date of delivery (and in particular with safety and environmental regulations).
    (iv) that the Service provided: a) is in accordance with the specifications and other descriptions set out in the Order and any other information or instructions supplied communicated to the Supplier; (b) it has been provided correctly and diligently by persons with the necessary training and experience; and, c) it is in accordance with the

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national or international regulations in force and applicable on the date of provision of the same.

All warranty statements contained in the Supplier's brochures, catalogues, sales materials and quality systems are binding on the Supplier.

34. During the same period that GCXXI guarantees to its Client, from the receipt of the Product/Service, the Supplier is responsible for correcting any defect or lack of conformity observed in the Products or Services, and for responding to any damages that may be caused by their defective construction.
35. If, within the warranty period, any defect of the Supplier becomes apparent, GCXXI will choose between:
    (i) Reject the total or partial termination of the Contract.
    (ii) request the Supplier to repair or replace the defective Product, in which case it is entitled to withhold any outstanding payment to the Supplier until the defect is completely corrected. If the Supplier does not remedy the defect with the required urgency, GCXXI may carry out, by itself or through a third party, the repair or replacement of the defective Product, being entitled to reimbursement by the supplier of all costs and expenses incurred.
    (iii) Request the Supplier to provide the defective Service again. All of the foregoing, without prejudice to the GCXXI's right to claim compensation for losses, expenses and damages suffered and any other action that may correspond to it.

11. Organization

36. The Supplier, who declares that he is up to date with his tax and Social Security obligations, assumes that he is obliged to comply with labour regulations, especially in relation to the affiliation of workers, Social Security contributions and payment of wages. Likewise, it will make available to GCXXI, when required, the documents that prove the employment relationship of the workers and the fulfilment of their employment obligations in terms of Social Security, and will provide, in the shortest possible time, the corresponding negative certificate issued by the Social Security.
37. The Supplier must comply with all the provisions of the Occupational Health and Safety regulations, regarding personnel employed, directly or indirectly, for the execution of the Contract and will assume all responsibilities for the fulfillment of their labor obligations, work accidents and non-compliance with Social Laws.
38. GCXXI may inspect compliance with all of the foregoing without such inspection exonerating the Supplier from its sole responsibility.
39. The Supplier undertakes to hold GCXXI harmless against any costs, claims, losses, necessary expenses (including legal fees) or liabilities, together with any VAT applicable to them, suffered or caused by it as a result of the breach of its legal and contractual obligations to its employees, agents, collaborators, suppliers or subcontractors.

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40. In the execution of the Order, the Supplier shall act at all times as a legal entity or independent entrepreneur and not as an agent or representative of GCXXI. In no case will it be considered that there is a relationship of dependence between GCXXI and the Provider's personnel.
41. The Supplier shall be responsible for all damages arising from any kind of actions or omissions caused by it, its agents, employees, subcontractors and counterparties, holding GCXXI fully harmless against any costs, claims, losses, necessary expenses (including legal fees) or liabilities, together with any applicable VAT, that any of them suffers or any of them may suffer as a result of their actions.

12. Insurance

42. Each of the parties will take out and maintain the necessary insurance in accordance with the applicable legislation and good professional practice, as well as those specifically required in the Contract.
43. The Supplier, in any case, will have policies that sufficiently cover the risks of damage arising from its activity and its products.
44. At the request of GCXXI, the Supplier will provide you with a copy of the proof of payment of premiums and a copy of the policies contracted, which may not be modified or cancelled until the execution of the Order is completed, unless prior written authorisation from GCXXI.

13. Protection of personal data and confidentiality

45. Both parties undertake to maintain the utmost secrecy with respect to all the information they have access to in compliance with the Contract, to provide it only to authorized personnel, and to comply with the Organic Law on the Protection of Personal Data in force. Notwithstanding the foregoing, the Provider expressly and unequivocally consents to the transfer of your personal data to entities that belong to the GCXXI group.
46. Once the contractual relationship has ended, both parties undertake to return the personal data processed to the other party and to destroy all copies of these in their possession.
47. All technical, economic or commercial information relating to GCXXI, the GCXXI companies or their customers, which may become known to the Supplier as a result of the performance of the Contract, including the terms of the Contract itself, will be confidential information. The Supplier undertakes not to disclose such confidential information to third parties and not to use it, directly or indirectly, for purposes other than those provided for in the Contract. The transmission of confidential information by the Supplier to its employees shall only be made when necessary for the achievement of the purposes of the Contract, and the Supplier shall in all cases ensure that such employees comply with the obligation of confidentiality.
48. At the end of the Contract, at the written request of GCXXI, the Supplier will deliver all the documentation generated, not being able to keep a partial or total copy of it. The

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confidentiality clause shall survive for five years after the expiration or termination of the Agreement.

49. If GCXXI so requests, the Supplier will provide technical information on the goods and equipment, such as, but not limited to, construction drawings of tools or manufacturing tools, as well as specifications thereof (negotiated on a case-by-case basis in the event that they contain industrial secrets or vital know-how of the Supplier), for consultation and approval by GCXXI, GCXXI maintaining the confidentiality of the data in accordance with the clauses of this section.

14. Intellectual Property

50. Any and all technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, trade secrets, know-how, and any confidential information (including, but not limited to, any improvements or alterations and derivative works thereof) developed in connection with the Agreement shall at all times be the exclusive property of GCXXI.

15. Assignment and/or subcontracting

51. The Supplier may not assign, transfer, replace, subcontract or subrogate the rights and obligations (and in particular, the rights arising from invoicing GCXXI) contracted in the Contract, without the express written consent of GCXXI. The supplier's liability in relation to the subject matter of the Contract shall be the same, whether it has been carried out by itself or by an authorised subcontractor.
52. GCXXI is expressly authorised by the Supplier to assign all or part of its contractual position under the Contract to any company in its group.

16. Force majeure

53. Force majeure is considered to be any unforeseen event or event that is foreseeable and cannot be avoided and that makes it extraordinarily difficult or impossible for any of the parties to comply with their obligations.
54. For these purposes, strikes, stoppages and labour disputes that affect only the employees or personnel dependent on the Supplier, the lack of means of transport or materials, delays by subcontractors, or those circumstances that are not communicated to the group within 5 days of the occurrence of the causes that give rise to them will not be considered a cause of force majeure. with an expression of the same and the expected duration as well as the alternative measures adopted or adopted to solve or minimise as much as possible the inconveniences that may arise due to said force majeure.
55. In the event of a force majeure, the period of performance shall be extended by the equivalent of the number of days during which the force majeure has been prolonged. If the

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force majeure event lasts more than 30 days or if, under the circumstances, it is obvious that it will last 30 days, the unaffected party may terminate the Contract by notifying the other party.

17. Invalidity, Duration, and Cancellation

56. When any of the clauses of the Contract or of these Terms and Conditions is declared illegal, null or unenforceable, totally or partially, such illegality, nullity or unenforceability will not extend to the rest of the clauses, which will remain in force. The parties agree to replace any clause that becomes illegal, void or unenforceable with a valid one, with as similar effect as possible.
57. These Terms and Conditions shall take effect upon signature and shall remain in force for the duration of the business relationship between GCXXI and the Provider.
58. The Group may cancel, in whole or in part, the Contract, without incurring any expense, by simply notifying the supplier in writing, in any of the following cases:
    (i) material breach of any of the clauses of the Agreement;
    (ii) extinction of the legal personality of the supplier;
    (iii) occurrence of any legal situation that limits the full capacity of the Supplier to manage its assets (among others, application for necessary or voluntary bankruptcy, suspension of payments, voluntary bankruptcy or liquidation, or any other insolvency process of such companies or, in the event of a general transfer of debtor's assets in favour of creditors);
    (iv) where, in GCXXI's opinion, delays in the manufacturing, assembly or execution processes could compromise the agreed delivery times or the quality levels required by the Contract are not reached;
    (v) where there is a "Change of Control" of the Supplier (in which case any person or group of persons takes control of the Supplier in a way that, in GCXXI's opinion, its interests may be adversely affected).

18. Taxes, legislation and jurisdiction

59. Applicable taxes will be borne by the supplier, including property transfers, if due. For the purposes of the general tax on business traffic, the group will be considered as a manufacturer, with the corresponding percentage of the tax being passed on to the invoice.
60. The Contract and all relations that take place between the parties on the occasion of the supply subject to the Contract shall be governed by and interpreted in accordance with Spanish law.
61. GCXXI and the Supplier, expressly waiving their own jurisdiction, expressly and irrevocably submit to the Courts and Tribunals of the city of Madrid for any issues that may arise from the interpretation, validity or compliance with these Terms and Conditions and/or any Contract subject to them.

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GCXXI GENERAL TERMS AND CONDITIONS OF PURCHASE

	Supplier	GCXXI
Company:		
Representative:		
Name:		
Position:		
Date:		
Signature:		

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