

GENERAL CONDITIONS FOR THE CONTRACTING OF SERVICES AND/OR EXECUTION OF WORKS

1.- PURPOSE

1.1. The purpose of these general terms and conditions for the contracting of services and/or execution of works (hereinafter, the "**General Terms and Conditions**") is to regulate the conditions of both the provision of services as well as the execution of works as specified in the corresponding order, its respective annexes and in the particular terms and conditions that, if applicable, are reflected in the order.

The supplier of the services and/or of the execution of the works (hereinafter, the "**Supplier**" or the "**Contractor**") undertakes to provide the services and/or to execute the entrusted works in accordance with the conditions established in the order and with the highest degree of diligence and in strict compliance with the corresponding quality standards, ensuring the good image of REPOL S.L.U. (hereinafter, "**REPOL**").

None of the terms and conditions set forth in these General Terms and Conditions may be amended unless previously accepted by REPOL in writing.

The Supplier's general terms and conditions, if any, or any amendment proposal from the Supplier in connection with the General Terms and Conditions shall not apply, even in the case where it has not been expressly rejected in writing by REPOL.

These General Terms and Conditions, the order and any particular terms and conditions that may be agreed between the parties constitute the contractual agreement that shall govern the relationship between REPOL and the Supplier. In case of dispute, the following order of priority shall apply among the documents mentioned above: (i) order; (ii) particular terms and conditions; and (iii) General Terms and Conditions.

These General Terms and Conditions can be consulted at <https://www.repol.com/condiciones-generales.php> and are made available to the Supplier for review and consultation at the time the order is submitted. Upon acceptance of the order and of the particular terms and conditions set forth in the order, the Supplier also accepts these General Terms and Conditions.

2.- NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, only subject to the reasonable instructions and guidelines given by REPOL in relation to the services supplied or works executed and neither the Supplier nor any of its employees or, if applicable, its subcontractors shall have the express or implicit right or authority to assume or create any obligation or liability for or on behalf of REPOL nor to link to it in any way.

3.- ACCEPTANCE OF THE ORDER

Unless otherwise stated in the order, the order shall be deemed accepted by the Supplier if there is no reasonable objection within 5 business days from the date of issue of the order.

Nothing in these General Terms and Conditions, or in the terms and conditions set forth in the order or in the particular terms and conditions, shall limit or exclude any other guarantee or obligation that the Supplier is required to fulfil by law.

In the event of non-compliance by the Supplier with the terms and conditions set forth in the order, in the particular terms and conditions or in these General Terms and Conditions, REPOL reserves the right to cancel the order, subject to prior notice to the Supplier, without prejudice to any other action it deems appropriate in defence of its interests.

4.- DEADLINES

4.1. The execution deadlines indicated in the order or, where applicable, in the particular terms and conditions, are essential for the proper performance of the services and/or execution of the works indicated in the order or, where applicable, in the particular terms and conditions and, therefore, must be strictly observed by the Supplier. If these deadlines are not met, REPOL reserves the right to terminate the contractual relationship, without prejudice to its right to claim the damages caused and, where appropriate, the penalties agreed in the order or, where applicable, in the particular terms and conditions.

4.2. The execution deadlines cannot be extended and no discount shall be allowed for days not worked for any reason, except for force majeure, as defined in Clause 21 below.

4.3. The fact that REPOL or the Health and Safety Coordinator were to stop the works or part of them, because of a breach detected in occupational health and safety, this shall not be considered as sufficient reason for the Contractor to lengthen the period of execution of the works.

4.4. When the execution deadlines set are not complied with, and REPOL deems it necessary, the Supplier undertakes to intensify the pace of the work, including setting up night work shifts, without this entailing any change in the price and without prejudice to the right of termination provided for in these General Terms and Conditions. Likewise, REPOL may request the execution of part or all of the work units pending execution to a third party, at the Supplier's expense, deducting the amount to be paid to the third party from the total price of the order, all without prejudice to the application, if applicable, of the penalties stipulated in the order or, if appropriate, in the particular terms and conditions.

4.5. The circumstances that the Supplier knows or should know in accordance with its *lex artis* that could cause delay in the works or in the provision of the services shall not justify the extension of the execution period.

5.- MATERIALS AND EQUIPMENT

5.1. All site materials and equipment to be used shall be of the quality and characteristics specified both in these General Terms and Conditions and in the order or, where applicable, in the particular terms and conditions. In case the Supplier has any queries about them, or the specification is unclear or incomplete, the Supplier shall request the clarifications deemed necessary. Notwithstanding the foregoing, in case of any query, and unless otherwise specified in the order or, if applicable, in the particular terms and conditions, the quality and characteristics of the materials and equipment shall not be less than that which could reasonably be expected for the provision of a high quality service and/or execution of works.

5.2. When the Supplier, without due written authorisation from REPOL, uses materials of higher quality or substitutes a product or service for another that has been assigned a higher price and, in general, when it introduces unilaterally beneficial modifications to the work and/or in the provision of services, it shall only be entitled to what it would have been entitled to if it had constructed the work and/or provided the services in strict compliance with the contract.

5.3. If the Supplier should execute any work or provide any service with inadequate materials or systems, or with deficient workmanship in such a way that, the Supplier shall be obliged to repair or replace it as many times as necessary and rebuild it in an adequate manner, at its own expense and without the right to claim any amount, or increases in time for these items, in which case REPOL may entrust the execution of such work to a third party, at the expense of the Supplier, deducting the amount to be paid to the third party from the total price of the order.

6.- PRICES

The prices are to be understood as fixed, with no type of review being allowed, unless this is explicitly stated in the order. Therefore, REPOL shall not admit any type of upward change on the prices agreed for the provision of services and/or execution of the works.

7.- SPECIFICATIONS, QUALITY AND WARRANTY

7.1. The Supplier guarantees that the provision of the services and/or execution of the works shall be carried out with the highest quality standards and observing in any case the specifications, declarations and other characteristics agreed or offered by the Supplier to REPOL both at the time of responding to the request for a bid sent by REPOL and in the conditions of the order that bind it. Likewise, the Supplier guarantees that the final result of the services provided and/or of the works executed comply with the requirements of the applicable regulations.

7.2. Without prejudice to any longer guarantee period established by the applicable regulations or expressly agreed in the order, the final result of the provision of the contracted services shall be guaranteed by the Supplier against all defects for a period of one (1) year from the date of issue of the corresponding certificate for reception of the service. Likewise, without prejudice to any longer guarantee period established by the applicable regulations or expressly agreed in the order, the Supplier guarantees the works executed under the order against any construction defect for a period of eighteen (18) months as from the issue of the *corresponding certificate for reception of the service*.

7.3. The deadlines for the repair of such defects shall be fixed by REPOL in each case, being generally seven (7) calendar days for small entity defects and 24 hours for the rest. Where such deficiencies affect security, REPOL may take immediate action at the Supplier's expense. If the Supplier fails to carry out the required repairs within the time limits expressed, REPOL may do so itself or through third parties, at the Supplier's expense, and without loss of the guarantee. Furthermore, all costs incurred in carrying out repairs shall be borne by the Supplier.

7.4. The guarantee period is interrupted and shall be accordingly extended for the time that is used in the repairs, replacements or new constructions, assemblies or works that are carried out in compliance with the guarantee.

7.5. These repairs, replacements or new constructions, assemblies or works shall be guaranteed, in turn, by the Supplier, after their completion, for a period equal to the corresponding guarantee period.

8.- CONDITIONS OF PAYMENT, INVOICING AND TAXES

Payment shall be made by confirming, according to the payment conditions previously agreed in the order. The Supplier shall send invoices by e-mail to the following email: facturas.repol@ube.com.

Invoices must indicate the order number, number and date of the invoice and the date of delivery of the material or the end of the provision of the service and/or execution of the work, as applicable. REPOL may at any time require original proof of delivery of the goods/equipment/certificate of reception of the work and/or services covered by these General Terms and Conditions, as specified in the order or, where applicable, in the particular terms and conditions.

In addition, for the purpose of the VAT they shall include: name and surname or company name, Tax Id/Corporate Id (N.I.F./C.I.F.) and address, both of the Supplier and of REPOL, place of issue, taxable bases, rates and fees of VAT and total value of the invoice.

Invoices cannot be paid by REPOL unless they comply with the requirements set out in this clause.

9.- SUPPLEMENTARY WORKS AND/OR COMPLEMENTARY WORKS

REPOL has the right to request supplementary, complementary works and/or changes in the contracts/ services that arise unexpectedly or complementary to the purpose of the original order, previously approved in writing by REPOL. The amount of the works/services shall be determined by agreement, calculated on the same basis as that used for the original quotation, or if so agreed by applying the rates of the current annual supply.

10. PERSONNEL

10.1. The Contractor shall act as an independent entity, with its own material and human resources, which it shall allocate and manage autonomously for the fulfilment of the purpose of the order or, if applicable, in the particular terms and conditions. In order to provide the services and/or execute the work, the Supplier shall freely determine the number and professional qualifications of its employees for the execution of the work of this contract, which in any case shall depend functionally and organically on the middle managers of the Contractor assigned to carry out the work and/or to provide the services.

10.2. The Contractor shall have all its personnel registered in the Social Security and in the Occupational Accidents and Occupational Diseases Regime, and shall also comply with any provisions on labour matters issued by the competent authorities; REPOL shall require the presentation of supporting documentation of compliance through the BIA360 platform, at least 48 hours prior to the commencement of the works.

10.3. REPOL reserves the duties to approve the Contractor's personnel for those who, due to their special characteristics so require this, without this entailing any additional charge.

10.4. REPOL shall provide the Contractor's employees, which are authorised to enter the Plant premises or other REPOL facilities (the "Plant"), with an identification card that shall allow them to pass through the access turnstiles (provided that the documentation of both the Contractor and the employees is correct and duly uploaded on the BIA360 platform). The Contractor undertakes to notify the registrations and de-registrations of the staff authorised to enter the Plant premises at least 24 hours in advance and the return of their respective cards once the work on the Plant has been completed. If they are not returned within SEVEN days after the de-registration, the Contractor shall pay REPOL the sum of SIXTY (60) EUROS for each card not returned, the amount of which may be deducted, if applicable, from the outstanding invoices.

11.- SAFETY STANDARDS

11.1. In addition to compliance with occupational health and safety regulations (Occupational Health and Safety Act and regulations implementing the Act) and other regulations in force or that may be issued, the Contractor is obliged to require its personnel to strictly comply with each and every one of the Safety and Environmental Regulations in force at REPOL, and in particular the Safety Regulations for Contractors (which are available to the Contractor on the BIA360 platform). Failure by the Contractor to comply with this obligation will result in termination of the contract and claim for damages. If the Contractor requires the Contractor Safety Regulations for Contractors in English, REPOL will send them to the Contractor by e-mail. In the case of foreign contractors, the Coordination Guide in English is sent via e-mail.

11.2. The Contractor must, during the course of the work, ensure the health and safety of his employees.

12.- PERSONAL PROTECTIVE EQUIPMENT

12.1. The contractor must provide its personnel and those under its charge with the appropriate personal protective equipment for the performance of their duties and ensure their effective use in accordance with the nature of the work performed.

12.2. The contractor shall follow the Health and Safety at work regulations, as well as the Safety Regulations for Contractors established by REPOL, pointing out as a minimum the use of safety glasses, hearing protection, gloves, safety footwear and long-sleeved work clothes. Without prejudice to what is indicated here as minimum standards, the provisions of the applicable occupational health and safety regulations shall prevail.

13.- MACHINERY AND TOOLING

13.1. The Contractor shall use its own tools and equipment necessary for the full performance of the work and/or for the provision of the services. The Contractor shall, prior to commencing the work, submit a list of the equipment, tooling and machinery to be used for completion of the work within the Plant to the REPOL's supervisor. Such equipment, tooling and machinery shall comply with applicable national and European legislation and shall bear the corresponding CE marking. REPOL is not responsible for the custody of such tools and equipment and it shall be the Contractor's responsibility to store them properly and protected in the area designated for this purpose.

13.2. Without prejudice to the Contractor's obligation to ensure that equipment, tooling and machinery comply with the requirements set forth in this Clause, all electrical equipment of the Supplier shall be inspected prior to its use in the plant and shall carry the REPOL electrical equipment inspection card and shall be periodically inspected every year. The entire Contractor's equipment shall be provided with the safety elements that are specified in the Official Regulations and the Safety Regulations for Contractors in force or that could be implemented by REPOL. The Supplier shall send a list of the machines to be used at REPOL, with their corresponding certificates and copies of insurance policies, and in the case of mobile elevating work platforms (MEWPs), shall send the check-list for checking the operation of the machine and its safety features, no more than one week in advance.

14.- TRANSPORT

14.1. The transport of personnel, tools, tooling and equipment to and from the place of work shall be at the Supplier's expense and shall not entail any additional cost for the provision of the services or the execution of works.

14.2. All vehicles requiring access to REPOL facilities shall require prior authorisation from REPOL and will be valid for one year. The transport of personnel, tools, tooling and equipment must obtain the corresponding authorisation from the ISMA department and the rest of the vehicles (including, but not limited to, tankers, bulk trucks, courier service, transport of material (engines, tanks, etc.), cranes, MEWPs and forklifts) must obtain their access authorisation from the REPOL department with which they have formalized their contractual relationship.

14.3. Prior access to the REPOL facilities, all vehicles shall be asked to show their vehicle registration document, the vehicle's technical inspection card, with the latest technical inspection report and the corresponding sticker affixed to the windshield, and proof of having the compulsory civil liability insurance in force and up to date with payment.

14.4. Vehicles must be parked in the areas designated by REPOL and at the times previously arranged with REPOL.

15.- CONTROL OF WORKS IN THE PLANT

REPOL reserves the corresponding functions of technical inspection of the work in its different stages, as well as the control of compliance by the Contractor's employees with the Safety Regulations for Contractors, detailed in the Manual available to the Contractor on the BIA360 platform, and of the complementary safety standards on specific works, and of the modifications, extensions and substitutions that may be issued during the term of the order and, where applicable, of the particular terms and conditions. The duty of control does not relieve the Contractor of the liability that may be incurred by failure, by its staff of the aforementioned safety regulations. For the performance of work, it will be necessary to have a work permit drawn up, where appropriate, for each specific type of work required.

16.- RECEPTION OF THE WORKS AND/OR OF THE SERVICES

The services or works ordered in the order shall be completed and received by REPOL as indicated in the order.

17.- CLEANING FOR WORKS IN REPOL FACILITIES.

17.1. During the execution of the work and/or provision of the services, the Supplier is obliged to clean the work site and remove materials that are unnecessary as many times as the REPOL's supervisor, in charge of it, may indicate. The Supplier is obliged upon completion of the work to:

- a) Remove from the Plant premises all its equipment, dismantle and remove the booths, auxiliary means and surplus materials belonging to it, all within 7 calendar days as from the reception of the works and/or of the services under the terms indicated in Clause 16 above.
- b) Deliver the used equipment owned by REPOL (as the case may be) in the same condition in which it was delivered to the supervisor in charge of work control (it being understood that they were delivered in good condition unless the Supplier states otherwise in writing at the time of its reception).
- c) Carry out a general cleaning of the work site or sites once the equipment has been removed. It is the Contractor's obligation to correctly identify and segregate the waste generated in accordance with applicable legislation.

17.2. It is expressly forbidden for the Supplier to dump construction debris, waste, etc. on land or in areas that have not been designated for this purpose. If the Supplier does not do so, it may incur in compensation for damages to REPOL, and the Supplier undertakes to remove, at its own expense, any waste that is dumped.

17.3. In the event of non-compliance with the provisions of this clause, REPOL may choose to have the cleaning undertaken directly by a third party at the Supplier's expense, deducting the corresponding amount from the price.

18.- SUBCONTRACTING

18.1. The Supplier may not, under any circumstances, assign all or part of its contractual position with REPOL without REPOL's prior written consent. The execution of the purpose of these General Terms and Conditions may not be subcontracted, either in whole or in part, unless authorised in writing by REPOL, with respect to both the subcontractors and the work to be subcontracted.

18.2. In the event that there are subcontractors, the Supplier shall be jointly and severally liable with its subcontractor for the acts, errors, negligence and damages caused by said subcontractor, holding REPOL harmless with respect to the liability and claims that may be made as a result of said damages, with REPOL being able to pass on to the Supplier in the event that any type of liability is imputed to it. The acceptance of the subcontractor by REPOL does not exempt, or limit, such joint and several liabilities. In the agreements between the Supplier and its subcontractors and suppliers, the Supplier undertakes to insert a stipulation of express waiver of the subcontractor/supplier to the direct action of article 1.597 of the Spanish Civil Code. Without prejudice to the foregoing, the Supplier undertakes to hold harmless and compensate REPOL against any claim made by a subcontractor against REPOL directly or indirectly related to these General Terms and Conditions and the order and, if applicable, the particular terms and conditions.

The Supplier undertakes to pay its subcontractors and suppliers on time. If this is not done, REPOL may choose to pay them on behalf of the Supplier, deducting the corresponding amounts from the amounts due to the Supplier. The Supplier undertakes to promptly inform REPOL of any incident it has with its subcontractors and suppliers that may affect compliance with the terms agreed in the order and/or in these General Terms and Conditions.

Likewise, the Supplier shall comply with and enforce its subcontractors/self-employed parties to comply with the applicable legal obligations as well as any other obligations arising from the order, from (if applicable) the particular terms and conditions or from these General Terms and Conditions.

19.- SAFETY

Documentation: The documentation required by Law 31/1995 of 8 November for the Prevention of Occupational Hazards and other current related standards, must be loaded onto the on-line BIA360 platform. REPOL shall be in charge of registering the Contractor on this platform, and the latter must attach the requested documents in sufficient time so that the access to workers can be reviewed and validated.

The Contractor who is going to work at REPOL must read the mandatory information documentation attached to the on-line BIA360 platform in order to gain access to our facilities. In the event of not being able to read it, the Contractor should get in touch with the REPOL's Safety and Health department which shall forward it through other means.

Documentation to be uploaded by the Contractor to the BIA360 platform, including but not limited to:

- AEAT (Tax Agency) Certificate, proving to be up to date in the fulfilment of the tax obligations.
- ITA/IDC/A1 Document/Self-employed invoice (as a last resort, the TC-2 can be sent).
- Certificate of payment position to the S.S. -
- Civil liability insurance, according to the works to be performed, with policy number and effective date. In particular, the Contractor must comply with the following minimum amounts of liability insurance:
 - a) In the event that the Contractor enters into a contract directly with REPOL, the Civil Liability policy shall have a minimum per claim of €600,000 and a limit per victim of €300,000 (in all cases).
 - b) In the case of a second or third level subcontractor, the Civil Liability policy will have a minimum per victim of €450,000, taking into account the sum of the policies per victim of the subcontractors and the main contractor (adding from the bottom up, the main contractor will always have a minimum of €300,000).
 - c) In the case of cranes, the Civil Liability policy shall have a minimum of €600,000 for transport and handling.
- Copy of the receipt of the payment of the civil liability insurance.
- Preventive system adopted by the contractor company.
- Certificate of appointment of preventive measure officer and certificate of Basic Level Training in the Prevention of Occupational Hazards (50h/60h), in order to be able to carry out the duty.
- The companies that are registered in the R.E.A. shall submit the certificate for this.
- Opening of the work centre and subcontracting logbook, (required only for those companies that act as main contractors in the execution of construction works.
- Health and Safety Plan (PSS) specific for stoppage for all companies that have stoppage work, construction works or are usual companies. The PSS should be subject to review and approval by the Health and Safety Coordinator (CSS). The PSS shall not be considered valid whilst the approval by the CSS is pending.

- Adhesion to the Health and Safety Plan (PSS), the subcontractor companies, in general, shall adhere to the PSS of the main contractor as long as this plan has taken into account the works to be carried out by the subcontractor. If not, the subcontractor shall draw up its own PSS, which it shall provide to the main contractor for submission to the Health and Safety Coordinator (CSS) of the work, for its review and approval. The PSS shall not be considered valid whilst the approval by the CSS is pending.
- Company's prevention plan
- Risk assessment, exclusively of the works that are to be carried out in the Plant, indicating the measures to be taken for their elimination or minimisation.
- All those aspects requested in the on-line CTAIMA platform and not specifically included in this list.

Documentation of the Contractor's staff:

The Contractor shall register the employee on the on-line BIA360 platform, assign a role to the employee and, automatically, the documentation required for the performance of their job will appear. An employee can have one or more roles, depending on his jobs.

Documentation to be uploaded to BIA360 by the Contractor, including but not limited to:

- National Id (DNI) of each worker.
- Medical certificate according to which workers taking part in the work in REPOL are SUITABLE.
- Authorisation and training, by the company, for the use of machinery/ tools.
- Certificate of delivery of personal protective equipment (PPE).
- Certificates of training and information on occupational risk prevention (ORP) related to the activity (Art. 18 and 19 Law 31/95).
- Certificate of training for work at height (minimum 4 hours) if they are going to do this type of work. This training may be given by a higher technician of the Company or by an authorised company.- Confined space training certificate.
- The Contractor who works in REPOL and who is a member of the construction or metalwork agreement must provide the following documentation:
 - Training certificate for the second cycle of 20h (or also called speciality).
 - Workers who have done the basic level training of 50h/60h for the prevention of occupational hazards already have 14h of the specialisation course recognised. Therefore they shall only need the 6h course.
 - Specific training, according to agreement and a job position. The training must be repeated or renewed within the period indicated in each agreement.
- All those aspects requested in the on-line BIA360 platform and not specifically included in this list.

20.- LIABILITIES AND INSURANCE

20.1. The Supplier is liable for any damage caused to persons and/or property of REPOL and/or third parties in connection with the provision of services and/or execution of the works covered by the order. Therefore, the Supplier shall hold REPOL harmless for any liability arising from the provision or the execution of services and works. In the event of default by the Supplier, REPOL reserves the right to offset the expenses incurred by such default against the amounts due to the Supplier under the order and these General Terms and Conditions and, if applicable, to reclaim against the Supplier any amount paid by REPOL to third parties in excess of such amount.

20.2. The Supplier undertakes to take out the insurance policies specified in the order and, where applicable, in the particular terms and conditions, and to provide the documentation required by REPOL in this respect. Failure to comply with this obligation shall prevent the start of the execution of the works and/or the provision of the services by the Supplier.

21.- FORCE MAJEURE

The term force majeure, as used in these General Terms and Conditions, shall mean any event, accidental or otherwise, beyond the control of the parties, including, without limitation, acts of government or sovereignty, war (whether declared or not) or national emergency or defence needs, riots, insurrection, civil commotion, strikes, lack of transport, factory accidents, sabotage or other disturbances, fire, explosion, flood, epidemics, acts of God or any other cause and, in general, any other circumstance or situation, which is reasonably beyond the control of the party asserting it.

The parties shall not be liable for total or partial failures or delays in the performance of the supplies, if such failures or delays are due to force majeure. The party claiming the force majeure shall communicate it as soon as possible to the other party the force majeure to which it is subject to, pledging to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the compliance of their obligations to this situation. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle REPOL to terminate the order without incurring any compensation obligation in favour of the Supplier.

22. TERMINATION

In addition to the cases generally provided for by the common legislation in force, REPOL may terminate its contractual relationship with the Supplier for the following reasons:

- a) When the works and/or services, regardless of the period in which they have been executed, are not suitable for their reception.
- b) When there is an evident lack of activity in the works, not attributable to force majeure, as defined in Clause 21 above.
- c) The use of materials or practices that do not conform to the qualities foreseen in the order or, if applicable, in the particular terms and conditions and, having notified the Supplier of this fact, the Supplier does not replace or amend them within 7 calendar days from the sending of the notification by REPOL.
- d) When there is repeated non-compliance (2 or more times) with the orders of REPOL or the Health and Safety Coordinator by the Supplier.
- e) When there is a change, direct or indirect, in the ownership or title of the Supplier.
- f) The Supplier's failure to adopt the security measures required by current legislation.

- g) When the Supplier or any of its subcontractors fails to comply with its contribution or salary obligations with respect to any of its employees, or in any other way fails to comply with its legal obligations, especially in labour matters.
- h) Failure to comply with the safety standards that shall result in damage or that may cause risks for individuals and facilities.
- i) Defective execution of the aforementioned work and/or services due to non-compliance with the technical specifications of them, both in its entirety and in the different phases of execution, detected by the inspections to be carried out periodically by REPOL's technical personnel.
- j) At any time when there has been a failure to comply with the execution deadlines, the milestones set if applicable or inadequate progress of the work.

In any of the cases foreseen in the previous points, as well as in any other case of termination of the contractual relationship between REPOL and the Supplier due to breach of it by the Supplier, REPOL reserves the right to claim from the Supplier the amount of damages that the termination may cause, without prejudice to the corresponding penalties as indicated in the order.

In all of the above cases, the contractual relationship shall be terminated with full rights by the mere extrajudicial notification given by REPOL to the Supplier, who shall be obliged to completely vacate the premises within 7 (seven) calendar days following receipt of the notification sent by REPOL, allowing, likewise, access to another supplier designated by REPOL within 7 calendar days following the aforementioned notification.

The Supplier hereby irrevocably authorises and empowers REPOL so that, once the aforementioned period of 7 calendar days has elapsed, the latter, at the Supplier's expense, may physically carry out the eviction, applying to the corresponding settlement not only the penalty that may be applicable, but also the expenses arising from the eviction. If, as a result of the eviction, any damage is caused to the tools or construction elements owned by the Supplier, REPOL shall not assume any liability for this, and shall not be obliged to pay any compensation or reparation to the Supplier.

23.- CANCELLATION

REPOL may, at any time, exercise the right to cancel this order by giving written notice to the Supplier ten days prior to the effective date. On receipt of this notice, the Supplier shall immediately cancel its orders for materials, auxiliary facilities and supplies related to this order and, in future, the Supplier shall only carry out what is necessary to preserve and protect the work already done, in the view of REPOL. The Supplier shall take immediate possession of that part of the work already undertaken, as well as how many materials are stockpiled for the works that are already on the construction site. In the event of cancellation, REPOL shall pay to the Supplier, independently of the corresponding payments for work already carried out, as damages, the amount of the direct expenses which, as a consequence of the termination of the contractual relationship, have arisen unavoidably for the Supplier, the burden of proof being on the Supplier, both with respect to the existence and the nature of the damages arising and without, therefore, having the right to claim any additional indemnity or compensation in this respect. The Supplier assumes the obligation to minimise these costs.

24.- INTELLECTUAL AND INDUSTRIAL PROPERTY

24.1. The Supplier acknowledges REPOL's exclusive ownership of its name, company name, the distinctive signs with which its establishments are distinguished, and these belong and will continue to belong to the Customer, while the Supplier is prohibited from registering or requesting the registration of any name, domain name, trademark, symbols or distinctive signs of REPOL (or of others so similar that they induce or may induce confusion with its products, the activity, services or establishment of the Customer), inside or outside Spain.

24.2. The Supplier may not remove REPOL's trademarks, name or any other distinctive sign of REPOL appearing on REPOL's documentation, materials, products, signs and any other property of REPOL, and upon termination of its contractual relationship shall automatically cease the use of any distinctive sign or trade name of REPOL or its products and services.

24.3. The information of REPOL to which the Supplier has access within the framework of the provision of the services and/or the execution of the work shall belong exclusively to REPOL. In this regard, all inventions, discoveries, innovations, developments or improvements, whether or not they are susceptible to protection by means of industrial or intellectual property rights, that are developed during the term of the contractual relationship that binds them shall be exclusively owned by REPOL.

25.- CONFIDENTIALITY

The Supplier shall at all times keep confidential the terms and conditions of the order and, where applicable, of the particular terms and conditions, as well as any information and documentation, of any kind or nature, obtained in connection with the activities carried out under the order.

The Supplier agrees to protect the confidentiality of the confidential information of REPOL in the same way that it protects its own confidential information of a similar nature, but under no circumstances shall it act below the standards of due diligence and prudence to protect such confidential information. Confidential information shall not be disclosed to any third party and within each of the parties it shall only be known by the partners and employees strictly linked to the execution of this agreement.

The Supplier undertakes not to use the Confidential Information except for the purposes of the order and shall do everything necessary to ensure that its employees, subcontractors and partners to whom the confidential information is disclosed, take the necessary precautions to safeguard and preserve the secrecy and confidentiality of the Confidential Information.

Upon completion of the order, the Supplier shall return to REPOL all material provided by the latter, as well as all copies made, except for a copy of confidential information that the recipient may retain in its legal files.

In any case, the commitment of confidentiality shall remain in force until such information, by other legal means, passes to be in the public domain.



26.- CODE OF ETHICS AND CONDUCT

REPOL has adopted and applies the Code of Ethics and Conduct of its parent company UBE Corporation Europe (UCE) in transactions with third parties.

The Supplier declares to be familiar with the contents of REPOL's Code of Ethics and Conduct available at <https://www.ube.es/wpcontent/uploads/2021/01/Codigo-Etico-y-de-Conducta-1.pdf> and adheres to the principles contained in it, undertaking to act in accordance with the provisions contained therein.

27.- DATA PROTECTION

The Privacy Policy applicable to these General Terms and Conditions can be consulted by the Supplier at <https://ube.es/es/descargas/>

28.- JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions, the particular terms and conditions and the order shall be governed by and construed in accordance with the laws of Spain, with the express exclusion of any foral or special rules that might otherwise be applicable.

Any dispute that may arise from any breach of these General Terms and Conditions and/or the order shall be submitted to the Courts and Tribunals of the city of Castellón, with waiver of any other jurisdiction.

Revised version October 2024.