

# General Terms and Conditions for the Purchase of Goods by the Cepsa Group

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# General Terms and Conditions for the Purchase of Goods by the Cepsa Group

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### 1. PURPOSE

This document sets out the general terms and conditions between companies in the Cepsa Group (hereinafter, Cepsa) and the counterparty (hereinafter, the Supplier), (jointly, the Parties), in connection with the purchase of goods, as applicable, whether in the form of a Contract or Order (hereinafter, the Order).

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### 2. SCOPE OF APPLICATION

These General Terms and Conditions for the Purchase of goods (GTC) apply to all Contracts and Orders entered into by the companies belonging to the Cepsa Group.

Exceptions to any of these GTC provided by the Supplier shall be valid only if requested, in writing, and accepted in the same way by Cepsa.

Any exceptions agreed in accordance with the above shall only apply to that specific Contract or Order and may not be extended to other past or future Contracts or Orders.

General Terms and Conditions of the Supplier shall not apply in any circumstances, nor any conditions, specifications or similar terms that the Suppliers may include under their delivery slips, invoices or generally any documents exchanged between the parties by virtue of the Order or Contract, which contradict the provisions of these General Terms and Conditions.

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### 3. BIDDING PROCESS

The Supplier shall submit its bid in accordance with the provisions of the relevant call to tender issued by Cepsa.

Cepsa reserves the right to reject the bid and Supplier shall not be entitled to receive any right to compensation.

Unless a different period is specified in the invitation to tender, Supplier' bid shall be valid for thirty (30) days from the date of receipt by Cepsa.

Cepsa shall not bear any costs or expenses arising from or relating to the submission of the bid by the Supplier.

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### 4. FORMALIZATION OF ORDERS AND CONTRACTS

All Suppliers of goods to Cepsa shall be registered in the Cepsa system of registration and approval, as indicated in <https://www.cepsa.com/es/pie/proveedores> prior to the formalization of any Contract or Order.

Bids accepted by Cepsa shall be formalized through the corresponding Contract or Order. Any amendment to the provisions therein should be made in writing.

Contracts or Orders sent by Cepsa are deemed to be duly accepted by the Supplier, unless written communication to the contrary is received within seven (7) days following the date of submission.

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Acceptance of the Order by the Supplier also entails acceptance of all these GTC, which are an integral part thereof. Similarly, the total or partial delivery of goods by the Supplier implies acceptance of these GTC and the Order placed.

The Supplier may only deliver the goods upon receipt of the Order issued by Cepsa. In case of Contracts, the Order may only be issued after the execution of the Contract.

Contractual documentation comprises the following documents:

- The accepted Contract or Order by which the tender is awarded;
- Standards, material and equipment requisition or technical specifications, where applicable;
- The quality plan, where applicable;
- Special conditions, where applicable;
- These GTC.

In case of contradiction between any of the documents in the contractual documentation, prevalence shall be given as indicated in the order stated above, unless explicitly stated otherwise by Cepsa.

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### 5. RECEIPT OF GOODS

The goods subject to the Order or Contract shall be provided in accordance with the contractual documentation.

If the supply is rejected, for good cause, it shall be deemed not to have been provided unless both parties agree otherwise.

Cepsa reserves the right to accept a faulty supply and arrange a price reduction with the supplier depending on the defect encountered.

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### 6. SCHEDULE AND CONDITIONS FOR THE DELIVERY OF GOODS

The goods shall be delivered according to the schedule, place and other conditions specified in the contractual documentation, with no variations allowed, except with the written acceptance of Cepsa.

Cepsa may vary the delivery conditions for the goods as long as the Supplier is notified in writing at least 15 days prior to the delivery date. In such a case, Cepsa and the Supplier will agree new delivery conditions.

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### 7. TRANSFER OF RISK AND OWNERSHIP

Risk and ownership of the goods shall pass on to Cepsa upon delivery at the place agreed in the contractual documentation and, in the case of international sales of goods, in accordance with the Incoterm established in the Order or Contract.

In the event the goods will be installed at Cepsa's facilities, the risk shall only be transferred upon the correspondent installation and commissioning of the goods.

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### 8. PRICES

The prices established in formalized Orders are fixed and are not scalable nor subject to review; no additional charge may be imposed unless previously accepted in writing by Cepsa.

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They also include all factors, circumstances and characteristics of the study and execution of the Contract and/or Order, and therefore the Supplier is not entitled to claim any additional expense, reimbursement or compensation.

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### 9. PAYMENT AND BILLING CONDITIONS

Payments will be made upon submission by the Supplier of the corresponding invoice, unless a self-billing procedure is followed as set out below, in accordance with the payment milestones in the Contract or Order.

All invoices shall contain data identifying the Supplier and Cepsa, in accordance with legal requirements, as well as the number of the Order or Contract.

It must also include a breakdown of VAT or other taxes, in accordance with regulations.

In the event that Cepsa issues the corresponding order through the SAP Ariba platform, all invoices must be sent by the Supplier to the following address:

<https://supplier.ariba.com/>

All manuals for registration and use of the SAP Ariba platform to carry out all commercial transactions with Cepsa are available at the following address:

<https://www.cepsa.com/es/pie/proveedores/sap-ariba>

For all other orders, the Supplier must send the invoices to the following address:

[facturas\\_cap@cepsa.com](mailto:facturas_cap@cepsa.com)

Payments are to be made through confirmed bank payment (confirming) or by other means as from sixty (60) days following the date of receipt of the goods provided to Cepsa's satisfaction.

The Supplier shall supply its bank details for direct debit. An electronic billing procedure will be established whereby Cepsa will generate monthly invoices payable to the Supplier corresponding to the services rendered in accordance with that agreed in the Electronic self-billing procedure the parties shall sign to that end.

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### 10. TAXES

The Supplier shall bear the cost of all taxes on its business in accordance with current legislation. The Supplier shall include in its invoices, if any and as applicable, Value Added Tax (VAT) or the Canary Island General Indirect Tax (IGIC) for its services in the Canary Islands, and is required to comply with all material or formal obligations set forth by the Tax Authorities and imposed on every taxpayer by the Law on applicable tax and other provisions.

In the case of non-resident Suppliers, the corresponding deduction will be applied to the amount of the invoice in accordance with current legislation. In the event that a Double Taxation Treaty applies, the Supplier shall provide, prior to the payment date of any invoice, and on an annual basis, a tax residence certificate issued by their country of residence, with express reference to the applicable treaty and its current validity (currently one year from the date of issue).

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### 11. WARRANTIES AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier guarantees to Cepsa that:

- a) The goods and all their components are new and first hand.
- b) The goods have no visible or hidden defects concerning labor, materials or manufacture.
- c) The goods are produced in accordance with the specifications, plans, samples and any other description that may be applicable.
- d) The goods meet all legal and contractual requirements in terms of scheduled dates, quality, environmental protection and prevention of occupational hazards.
- e) The goods meet all performance warranties. In addition, the Supplier warrants the goods supplied against any defect or error in the design, execution and materials used during the warranty period, if any, as stated in the applicable Contract or Order.
- f) In the case of a Supplier of packaged goods, it will be subject to rules on the deposit and return of packaging, or any of the integrated waste and used packaging management systems, in accordance with that set out in Law 11/1997 of 24 April, on packaging and packaging waste or its First Additional Provision.
- g) (*For chemical substances only*) All substances that make up the Order and/or Contract shall be registered with the European Chemicals Agency, the Supplier shall guarantee to the consumer that the substance has been pre-registered and/or has been or will be registered within the deadlines set out in the REACH Regulation by the Supplier itself or, if the Supplier is not established in Europe, through a company established in Europe or by a sole representative. The above-mentioned registration should cover all possible uses of these substances by consumers. The Supplier undertakes to communicate the registration numbers of the registered substances.
- h) In its commercial relations with Cepsa, the Supplier is obliged to comply with the legislation and regulations in force at any given time in matters concerning tax, labor, social security, health and safety, prevention of occupational hazards and the environment.

Unless otherwise established in the contractual documentation, the warranty period shall be 12 months from commissioning or 24 months from delivery, whichever comes last.

Within the warranty period, the Supplier undertakes to replace or correct, promptly and at no cost to Cepsa, any goods supplied that do not comply with the contractual documentation and/or the requirements set out in previous points. Should the Supplier fail to meet its obligation to correct or replace, as established above, Cepsa reserves the right to correct or replace the defects or errors detected and to charge the Supplier for the costs entailed, for which Cepsa may discount the amount corresponding to these expenses from any invoices pending payment, or, where applicable, take the amount in question from the bank guarantee(s) delivered by the Supplier.

The warranty period shall be considered extended if during the warranty period it is necessary to proceed with the replacement or repair of the goods, their parts or their components for an additional period of twelve (12) months.

The Supplier warrants to Cepsa that the goods are free from any liens and encumbrances in favor of third parties not declared or made known to Cepsa. The Supplier shall defend, indemnify and hold Cepsa harmless from any loss, costs, damages or expenses resulting from a breach of its contractual obligations by the Supplier or its

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providers, contractors, employees, agents or any natural or legal person with whom it has entered into a commitment of any nature.

The Supplier warrants that it has obtained the necessary assignments, licenses, authorizations and rights from the holders to perform the purpose of the Order or Contract, and that it alone shall bear the payment of fees for such items and respond to Cepsa for any claim deriving from a breach of this duty.

The Supplier shall indemnify Cepsa and hold it safe, free of any costs, against any claim or action for infringement of industrial or intellectual property rights arising from the use of the goods supplied.

The Supplier shall defend, indemnify and hold Cepsa harmless from and against any loss, costs, expenses or liabilities caused to Cepsa as a result of any action, claim or demand from any third parties arising as a result of the goods supplied. Cepsa reserves the right to take part in the defense against such actions, claims or demands or, if it so decides, to undertake such defense, using its own legal counsel.

The Supplier shall indemnify Cepsa and hold it harmless from any damage or expenses which, owing to the liability imposed by law, may be incumbent on it, as well as from any damages caused by injury or death of any person or persons whomsoever, and/or from any damage to property, whoever it belongs to, that may arise as a result of the provision of goods or performance of the services or the work contracted by Cepsa.

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### 12. BANK GUARANTEES

Cepsa may, at its discretion, require the Supplier to provide the following bank guarantees:

- Bid guarantee, to guarantee the Supplier's compliance with the terms of the bid.

Advance payment guarantee for advance payments in cases where, according to the Order and/or Contract, Cepsa has made an advance payment to the Supplier. The amount of the guarantee will equal the amount of the advance payment made by Cepsa, and the validity period shall be specified therein.

- Performance guarantee to ensure compliance with the obligations arising from the supply with a validity period until the reception of the goods and/or the issuance of the corresponding final acceptance certificate.

The bank guarantees shall be in accordance with those provided by Cepsa to the Supplier during the bidding process.

In the event that the price is increased by an amount greater than ten percent (10%) of the initial price, the Supplier shall be obliged to deliver, within fifteen (15) days from the price increase, a new guarantee taking into account such increase.

Failure to deliver the required bank guarantees in due time or form is a breach of contractual obligations and entitles Cepsa to proceed with the suspension of payments.

Furthermore, failure to maintain in force any of the bank guarantees shall entitle Cepsa to enforce the guarantees as a precautionary measure until such breach has been remedied.

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### 13. INSPECTION AND QUALITY

Cepsa, through its authorized representatives, reserves the right to inspect the goods contracted in the warehouses or workshops of the Supplier, and/or in those of its subcontractors, before dispatch in order to verify

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compliance with the requirements. This inspection does not relieve the Supplier of responsibility for providing the goods in strict accordance with the specifications and applicable legal requirements, or of any obligations undertaken under the guarantees.

All Order or Contract requirements may be subject to Official Quality Assurance (AOC). The supplier shall be notified of any Official Quality Assurance activities to be performed.

It is the Supplier's responsibility to ensure that the processes and procedures required to meet the requirements of the Orders are fully implemented at its suppliers' and subcontractors' facilities.

The supplier shall establish and implement a process to prevent, detect, reduce and remove counterfeit material.

Official Quality Assurance activities at the supplier/subcontractor's facilities do not relieve the supplier of its contractual responsibilities regarding quality.

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### 14. COMPENSATION

The Supplier expressly authorizes Cepsa to offset any amounts that are owed to Cepsa for any item under this Order and/or Contract, with any amount or amounts that Cepsa and/or any other Group Company owes to the Supplier or any other company in the Supplier's group, under this or any other Order and/or Contract signed, and hereby authorizes them to make the appropriate transfers to this effect.

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### 15. ENVIRONMENTAL RESPONSIBILITY

The Supplier shall maintain a firm commitment in terms of safety, health, quality and respect for the environment.

The Supplier will perform its activity according to best practices, complying with internationally accepted standards regarding safety, health, quality and the environment, and respecting and abiding by the laws, rules and regulations applicable in each case, according to the place where the activity is performed. In any the Supplier undertakes to maintain a preventive stance and promote initiatives to encourage greater environmental responsibility and make efficient use of natural resources to minimize its environmental impact. It must also have remedial measures in place to mitigate any damage and restore the status quo.

The Supplier of electrical and electronic equipment (including lighting equipment, luminary lamps, fluorescent bulbs, etc.), will take care of these once they are considered waste (at the end of their useful life), either directly or through the financing of Collection and Management Systems, which will guarantee their collection, transport and adequate management through authorized collectors, carriers and managers.

The Supplier of industrial packaging shall ensure by means of a signed certificate or writing that the packaging has been manufactured in such a way that the presence of harmful substances and other hazardous substances and materials in the packaging and in any of its components has been reduced to a minimum with respect to their presence in emissions, ashes or leachate generated by the incineration or landfilling of the packaging or the remains left after packaging waste management operations.

Likewise, the Supplier shall ensure that the sum of concentration levels of lead, cadmium, mercury and hexavalent chromium present in the packaging or in its components is not greater than 100 ppm in weight and that their volume and weight are limited to the minimum but are the most adequate to maintain the required level of safety. None of the packaging shall contain the legend "non-returnable" or any other similar content.



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The Supplier of cooling equipment must guarantee that the gas contained complies with the legal regulations in force.

The Supplier of paper for printing and office correspondence must guarantee that it comes from sustainably managed forests.

Throughout the term of any contract in the Plant, the Supplier shall comply, and ensure that its subcontractors fully comply, with all safety, health, quality and environmental standards.

The Supplier shall report, expressly and continuously throughout the term of the contract, any issues relating to safety, health, the environment and quality, and accepts full responsibility for any adverse effects arising from its actions, omissions or negligence in such matters.

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### 16. HEALTH AND SAFETY AND PREVENTION OF OCCUPATIONAL HAZARDS

The Supplier shall be responsible for compliance with all official or private legal provisions concerning Health and Safety and the Prevention of Occupational Hazards and undertakes to implement such provisions.

The Supplier declares and guarantees that there are no hidden defects, no claims or lawsuits pending, no administrative breaches and no penalties relating to any breach in these matters and takes full responsibility for any problems that may arise in relation to said matters.

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### 17. INSURANCE

Throughout the term of this Order and/or Contract, the Supplier has taken out or undertakes to take out and keep in force any Insurance Policies indicated in the following sections that may apply based on the purchased goods, which must be taken out with creditworthy insurance companies that are acceptable to Cepsa and undertakes to ensure that its subcontractors take out and maintain equivalent insurance. Whenever applicable, these policies will include Cepsa and its subsidiaries as an additional policyholder without losing the status of a third party:

- a) Accident insurance as appropriate, covering all employees and subcontractors' employees assigned to the services, with coverage that meets the minimum legal requirements in this regard and/or the provisions of applicable collective bargaining agreements, as well as all legally mandatory insurance.
- b) Compulsory and voluntary Civil Liability Insurance for vehicles and/or machinery, according to the conditions required by legislation in force and within the contractually mandatory compensation limits in compliance with the legislation in force at the time the Order or Contract was formalized.
- c) Civil Liability Insurance for the minimum amount detailed in each Contract or Order, with unlimited Employer's Liability, and with a minimum limit, if any, of THREE HUNDRED THOUSAND EUROS (€300,000) per victim.

This insurance must cover the Supplier's liability arising from any material or personal damages or injuries and their consequences caused to Cepsa or other third parties, without prejudice to these third parties having file a claim directly against Cepsa, according to the following coverages:

- General or Operating Civil Liability
- Employer's Civil Liability
- Civil Liability derived from vehicles and machinery (in addition to the Civil Liability Insurance).
- Post-works Civil Liability



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- Cross Civil Liability between insurance holders
- Professional Civil Liability
- Civil Liability for accidental pollution
- Civil Liability arising from transport, loading and unloading
- Any other Civil Liability that may arise from the execution of this Order or Contract.

This insurance must cover any liability arising from the Order or Contract, until the end of the guarantee period and final acceptance. Subsequently, it must also cover any liability of the Supplier deriving from this Order/Contract that may be legally claimed.

These insurances should consider Cepsa to be a third party in connection with the Supplier (Cross-Liability) and will be considered primary over any other insurance for civil liability, property damage or loss of profit contracted by Cepsa. Consequently, if any damage occurs that is covered by both the Supplier's liability insurance and Cepsa's insurance covering material damages and loss of profit, the Supplier's insurance shall act as primary insurance and Cepsa's insurance shall cover the excess, where the excess will start to apply from the first Euro of the damage.

- d) Transport insurance to cover any loss or damage sustained by the equipment and materials (which are to be used in rendering the service and are provided by the Supplier or transported under its responsibility), during transport, intermediate storage, loading and unloading and/or handling, from the manufacturing sites to its location in the place where the work is performed.
- e) Environmental Liability Insurance for the minimum amount detailed in each Contract.
- f) Material Damage Insurance covering all equipment under the responsibility of the Supplier with a limit of no less than its replacement value.
- g) Any other insurance required by legal provisions applicable to the works and services performed by the Supplier or its subcontractors in connection with this Order or Contract.

Under no circumstances may the insurance taken out limit the liabilities assumed by the Supplier under this Order or Contract.

In the event of an incident, the Supplier must adopt all measures necessary to avoid or mitigate damage.

Notwithstanding the existence of insurance as specified in this Insurance clause, that indicated in the liability clause shall prevail (unless the Parties establish exceptions to such liability). Therefore, the Supplier will be responsible for any damages that were not covered by such insurance, either because of the excess agreed or due to of lack of coverage exclusions that may apply.

The Supplier shall provide Cepsa with certifications from Insurance Companies with respect to the policies that they have taken out and/or specifically contracted and that affect the Order/Contract, stating the name of the insurer, the policy number, coverage, exclusions, limits, sub-limits and deductibles, start and due dates.

The Supplier is also required to inform Cepsa of any changes that the insurance policies may undergo throughout the duration of the Order/Contract.

Cepsa reserves the right to request at any time a complete copy of the insurance policies, which the Supplier shall make available within seven (7) calendar days of the request.

The Supplier undertakes to inform Cepsa of any notifications regarding cancellation or reduced cover sent to it by the Insurance Company and affecting the services under this Order or Contract.

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Cepsa may deny access to Cepsa facilities to the Supplier's personnel or its subcontractors' if the Supplier has failed to properly certify the existence and validity of the insurance required by this clause; this situation may under no circumstances be invoked as a cause of delay in the provision of services or increased costs of the works.

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### 18. ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not subcontract, assign or transfer, in whole or in part, the Order or Contract, or any of the rights and obligations acquired under this agreement without the prior written approval of Cepsa. The Supplier undertakes to perform the services itself and must not subcontract to third parties without the prior written consent of Cepsa.

In the event that subcontracting is authorized by Cepsa, the Supplier shall submit to Cepsa the list of subcontractors for approval, where applicable, prior to the formalization of the Order or Contract.

Where appropriate, the Supplier may subcontract to companies that meet the requirements established in Law 32/2006 on subcontracting in the construction sector and in Regulation 1109/2007 that develops it further. It will be the responsibility of the Supplier to check that all subcontractors comply with the requirements of both standards and Cepsa will, at any time, be entitled to require certification of such compliance.

Notwithstanding the foregoing, Cepsa's authorization regarding subcontracting shall not entail, under no circumstances, any contractual relationship between Cepsa and the subcontractors or the assumption of any type of liability by Cepsa with respect to such subcontractor.

Moreover, Cepsa shall not assume any liability for any claims that may be raised by subcontractors or by the personnel hired by them. For these purposes, when subcontracting, the Supplier undertakes to request from the subcontractor the express and written waiver of the right to claim before Cepsa and in particular of the direct action provided for in Article 1597 of the Spanish Civil Code, and to deliver it within two (2) days of Cepsa's request for the waiver.

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### 19. ETHICS AND COMPLIANCE

The Supplier undertakes to follow, and to ensure that its suppliers and subcontractors follow, the Code of Ethics for Suppliers of the Cepsa Group, which is available on Cepsa's website:

[Code of Ethics and Conduct for Suppliers of the Cepsa Group](#)

Each Party represents and warrants that they will encourage compliance, both by themselves and by their partners, suppliers, contractors, and employees, with the ethical and human rights principles of any stakeholder that may be directly or indirectly affected in the performance of their obligations under this Order or Contract.

Each Party agrees and undertakes to comply with all laws, rules, regulations, decrees and/or official government orders related to the fight against bribery, corruption and money laundering.

The Parties agree that, at all times during the term of the Contract and thereafter, they will comply with any applicable Anti-Corruption Laws.

The Parties declare that they are not currently subject to any U.S sanctions program administered by OFAC [*Office of Foreign Assets Control*] nor do they appear on the SDN [*Special Designated Nationals and Blocked Persons List*] list nor do they have any pending complaint, action, suit, proceeding or investigation by any governmental agency, authority or body with respect to any other sanctions regime administered or implemented by the United Nations, the European Union, United Kingdom or Canada. Furthermore, the parties declare that

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they will refrain from engaging in any transaction or conduct that contravenes the provisions of the penalty arrangements administered or applied by the U.S., the United Nations, the European Union, the United Kingdom and Canada. For the purposes of the foregoing:

- (i) Anti-Corruption Laws means all laws, rules and regulations of any jurisdiction in force and applicable to the Parties regarding or relating to bribery or corruption.
- (ii) OFAC stands for the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- (iii) SDN means persons, entities or vessels on the list of "Specially Designated Nationals and Blocked Persons" maintained by OFAC.

Additionally, Cepsa's internal policies expressly prohibit the acquisition of goods of Russian or Belarusian origin. For the foregoing purposes, the Supplier expressly declares that the goods acquired under this Order or Contract comply with Cepsa's internal policies.

Either Party may terminate this Order or Contract immediately by giving written notice to the other Party at any time, if in its reasonable judgment, supported by evidence based on objective grounds, the other Party breaches any of the foregoing statements or commitments.

Each Party shall promptly notify the other Party if, at any time during the term of this Contract, its circumstances or awareness change in such a manner that it could not affirm the statements and commitments set forth in this clause at all times.

A "conflict of interest" is any situation in which the interests or personal circumstances of an employee, executive or director of the Supplier may interfere with the interests of the company, so that their independence or impartiality is compromised or questioned.

The Supplier shall identify any situation that could pose a conflict of interest and immediately report it to Cepsa's Integrity Channel at the following address: [Integrity Channel](#), who will proceed to its evaluation. If Cepsa considers that a conflict of interest is actually occurring, it may ask the Supplier to adopt all the necessary measures to put an end to the conflict, and if it deems it appropriate, it may terminate the contract for that reason.

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## 20. LIQUIDATED DAMAGES

### 20.1. General considerations concerning liquidated damages

Liquidated damages may be offset in accordance with these GTC or from any bank guarantee, if any.

The payment or deduction of the said liquidated damages shall not relieve the Supplier of its obligations and responsibilities under this GTC, including its obligation to complete the services and notwithstanding the payment of the liquidated damages, Cepsa preserves any right that it may have to claim damages at law.

The amount of the liquidated damages is a reasonable forecast of the actual costs, losses and expenses Cepsa shall incur as a result of Supplier's failure. These amounts are agreed upon and fixed because of the difficulty of ascertaining the exact amount of loss that Cepsa would suffer in such circumstances and shall be applicable regardless of the actual loss that Cepsa sustains. The Parties, having negotiated in good faith for such damages, are estopped from contesting the validity or enforceability of such damages.

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Cepsa reserves the right to execute the services that are being provided defectively by the Supplier, charging the Supplier for the costs arising from performing such services.

Under no circumstances shall the aggregate amount of all liquidated damages exceed fifteen percent (15%) of the total price of the Order. Once the liquidated damage limit has been reached, Cepsa shall be entitled to cancel the Order or Contract.

Subject to this clause, the Supplier shall pay the liquidated damages within five (5) days after Cepsa requires the corresponding payment.

### **20.2. Liquidated damages due to late delivery**

If the scheduled dates for the delivery of the goods is not met, the Supplier shall pay an amount of 0.5% of the total amount of goods not delivered per week. If the delay does not amount to a full week, the weekly amount applicable as a liquidated damages shall be prorated according to the number of complete days of delay in that partial week.

Under no circumstances may the accumulation of liquidated damages for late provision exceed 10% of the price specified in the Order or Contract.

### **20.3. Liquidated damages due breach of quality**

In the event of a breach of this guarantee by the Supplier, it shall be obliged to correct the goods delivered defectively, with no limit and at its own expense. Cepsa reserves the right to replace the goods or equipment defectively provided by the Supplier by any means, and to assign the costs thereof to the Supplier.

Cases of "non-compliance" shall be notified in writing by Cepsa to the Supplier and shall always be reasoned.

### **20.4. Liquidated damages due to breaches that affect safety**

Failure by the Supplier to comply with any of Cepsa's safety requirements, or non-compliance for safety reasons, shall be grounds for penalization in accordance with procedure PR-351 "Measures applicable to service companies for safety breaches", which the Supplier declares to be aware of. These liquidated damages will be compatible with any other compensation for damages and with the surcharges that Cepsa may charge to the Supplier to remedy these breaches.

Cases of "non-compliance" shall be notified in writing by Cepsa to the Supplier and shall always be reasoned.

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## **21. SUSPENSION OF THE CONTRACT OR ORDER**

Cepsa reserves the right to cancel at any time, at its sole discretion, the execution of all or any part of the supply, by giving written notice to the Supplier (detailing the date of cancellation) in the following cases:

- a) At Cepsa's interest;
- b) The Supplier fails to comply with the regulations in force and/or the provisions of the contractual documentation.
- c) In the event of Force Majeure in accordance with the provisions of clause 28.

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When the circumstances set forth in paragraph a) above occur, Cepsa shall pay the Supplier the reasonable and demonstrable direct costs incurred as a result of the suspension.

When the circumstances set forth in paragraph b) above occur, the Supplier expressly waives the right to claim any amount or extension of deadlines.

During the suspension period, the Supplier shall be obliged to mitigate and minimize the costs derived from the suspension and to comply with the complementary instructions issued by Cepsa.

Cepsa shall be entitled to require the resumption of the supply, and the Supplier shall comply with said requirement forthright.

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## 22. TERMINATION OF THE ORDER OR CONTRACT

### 22.1. Termination for Cause

Cepsa shall be entitled, through a written notice, to terminate the Order or the Contract, or part of the supply or works, immediately and unilaterally if the Supplier incurs in any of the following events:

- a) Expiry of the term of validity.
- b) Due to mutual agreement between the parties. In this case, the legal effects will be negotiated at the time the termination is agreed.
- c) Due to material or repeated breach by the Supplier of the obligations set forth under the Contract or the Order.
- d) For repeated breaches by the Supplier of the quality provided, thus requiring Cepsa to reinforce the continuous supervision of the work.
- e) Exceeding the total or partial liquidated damages caps, set out under these GTC.
- f) For any breaches by the Supplier of its obligations regarding Health and Safety.
- g) At the request of the Cepsa as a result of the failure by the Supplier to present the certifications that their tax payments and social security contributions are up to date as mentioned in the Contract or Order.
- h) Failure to comply with the Compliance clause, including any breach of the Cepsa Group Supplier Code of Ethics.
- i) In the event of Force Majeure in accordance with clause 28 hereinbelow.

In cases b), c), d), e), f), g), h) and i) the termination shall not entitle the Supplier to compensation for any reason.

### 22.2. Procedure for Contract or Order termination

If Supplier breaches the Contract or the Order, Cepsa may request the Supplier to remediate such breach and shall grant a period of no less than ten (10) days from when official notice thereof is served.

If, after such period, the default is not remedied Cepsa may:

- Immediately cease to fulfill its obligations.
- Terminate the Contract and/or the Order and claim any damages that have been caused directly and exclusively as a result of the breach or termination.

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Cepsa does not waive any right to terminate the Contract and/or cancel the Order in the event of a subsequent breach or to claim damages in the manner set forth under this GTC should it decide not to terminate on any particular event.

### 22.3. Effects of termination caused by a breach of the Supplier

In the event that Cepsa terminates the Order or Contract in the cases set forth in clause 22.1, Cepsa may accept the usable part of the goods, which shall produce the following effects:

(a) Cepsa will acquire the ownership of the goods, expressly reserving the right to make any claims that it may have against the Supplier, including a warranty on the usable part of the goods it acquires;

(b) Cepsa may contract with third parties for the supply of the outstanding goods.

The effects of the termination at the request of Cepsa shall apply from the date of issuance of the notice of termination.

### 22.4. Termination for convenience

Cepsa reserves the right to early terminate the Order or the Contract. In such case, the Supplier shall be entitled to receive as sole compensation for all damages arising from such withdrawal the amount corresponding to the direct expenses related to the goods in which it may have incurred up to the notice of early termination. Such costs shall be duly justified and documented. Notwithstanding the foregoing, if the Supplier has previously delayed the delivery of the goods or breached the Contract or the Order, Cepsa shall have the right to offset any amount corresponding to the aforementioned delay or breach as well as any other amount owed by the Supplier to Cepsa.

In this case Cepsa shall accept the usable part and acquire ownership of the goods supplied up to the date of the early termination.

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## 23. AUDITS

Cepsa shall audit the Supplier at any time, in person or remotely, either with internal or external personnel. Cepsa shall notify the Supplier of the performance of the audit at least 10 calendar days prior to its scheduled start. The Supplier must give Cepsa or the personnel designated by Cepsa access to its premises to carry out the audit during normal business hours and shall in no case hinder the work carried out therein. In addition, the Supplier must give Cepsa's designated personnel access to all documentation related to the object of the audit. The audit shall not release the Supplier from any liability under the Contract and shall not discharge the Supplier from compliance with its obligations under the Order or Contract.

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## 24. CONFIDENTIALITY

For the purposes of these GTC, **Confidential Information** shall be considered all (a) the information provided (whether in writing or orally, on paper, stored on disk or USB device, tape, sent by email or other electronic storage device, and regardless of whether said information is specifically marked as Confidential) by Cepsa (or any company of the Cepsa Group or by a third party on behalf of Cepsa); (b) the information to which the Supplier has access or of which it becomes aware for any reason in the course of meetings or conversations between the Parties or with their respective representatives and advisors; (c) the Confidential Information will include, without limitation, any data, trade secrets, inventions, formulas, designs, know-how, agreements, term-sheets, drawings, reports, specifications, samples, processes, procedures, feasibility studies, environmen-



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tal audits, engineering documentation, urban planning information, concepts, business plans, financial conditions, financial statements, results of operations, information on properties, assets, clients, suppliers, contractors, data costs, financial data, responsibilities, projections or technical data belonging to Cepsa or any of the Cepsa Group companies; (d) all notes, analyses, compilations, studies or other documents created by either Party, as well as disks and any other computer media, that contain, incorporate, reflect or are generated from or based on the Confidential Information, which will be considered Secondary information; (e) any other aspect related to each Party, Group companies, investees and persons related to them.

Notwithstanding the foregoing, the following is excluded from the definition of Confidential Information:

- (i) information that is in the public domain at the time of its disclosure by or on behalf of Cepsa, or that it is subsequently made available to the general public without restrictions and without any breach of the commitments set forth herein;
- (ii) information that the Supplier lawfully possesses at the time of disclosure by Cepsa, as may be demonstrated by means of written records or other reasonable evidence;
- (iii) information that the Supplier can demonstrate has been developed independently by the Supplier without using or making reference to Cepsa's Confidential Information.

The Supplier undertakes and commits to maintaining the strictest confidentiality of Confidential Information and, in particular:

- (i) To use Confidential Information solely and exclusively for the specific purposes for which it was received.
- (ii) Ensure the security of the Confidential Information and keep the Confidential Information properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by any person or third party, using a high degree of diligence at least equal to the one used to protect and ensure the security of its own confidential information that is similar in nature to the Confidential Information and ensure that it is only provided to those employees who must perform the corresponding work and under the premise that they need to know it.
- (iii) Not to copy, reproduce or use Confidential Information for purposes other than the commitment to comply with obligations assumed by the Parties.
- (iv) Not to transmit to third parties, professionals or other advisors and employees all or part of the Confidential Information that is not strictly necessary to carry out the tasks for which it is responsible.
- (v) To immediately return to Cepsa, at its request, all Confidential Information provided by the latter and all copies of such Confidential Information that it may have made, as well as to immediately destroy and/or eliminate, at the request of the other Party, all Confidential Information received.
- (vi) Inform Cepsa immediately if it becomes aware that Confidential Information has been disclosed or made available by any means to an unauthorized person.

The commitments assumed in this clause will not apply to those communications that, as the case may be, each Party must make to the competent authorities or courts for the fulfillment of any legal obligation, or on the occasion of any litigation between the Parties.

The Supplier shall indemnify Cepsa for any damages that may be caused as a consequence of the breach of any obligations and/or commitments assumed by the Provider in the present clause.

The confidentiality obligations shall be in force throughout the duration of the Order and for a term of ten (10) years from the date of termination. However, the confidentiality obligations accepted by the Supplier shall be



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maintained for as long as the Confidential Information disclosed may qualify as a trade secret in accordance with the applicable regulations.

Notwithstanding the foregoing, in the event that the Parties have entered into a specific confidentiality agreement during the negotiation of an Order, the provisions of such agreement shall prevail over the provisions of this clause.

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### 25. DATA PROTECTION

The Supplier's legal representative(s) is(are) informed that their personal data will be processed for the purpose of maintaining the contractual relationship. The data provided shall be kept as long as such relationship is maintained or for the time necessary to comply with the applicable legal obligations. The data shall not be surrendered to third parties except where there is a legal obligation. The rights of access, rectification, erasure, limitation of its processing, objection, portability and to oppose automated individual decisions can be exercised, as applicable, at Paseo de la Castellana, 259 A, 28046-Madrid (Spain), or by emailing: [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com). It is noted that Cepsa has appointed a Data Protection Officer (DPO) to whom questions may be raised concerning the processing of personal data at its registered office and/or by email at [dpo@cepsa.com](mailto:dpo@cepsa.com), with subject: "Data Protection."

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### 26. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier states and guarantees that all drafts, drawings, calculations, specifications, reports, information, studies, data, research, appliances or equipment and any other materials, products or processes that it or its subcontractors provide to Cepsa or use for themselves for the execution of the Order or Contract are owned by the Supplier or, otherwise, that it has the necessary licenses or authorizations from the owners thereof, and that they do not violate any patent, copyright, trademark, know-how or any other intellectual and industrial property rights, in Spain or in another country.

The Supplier shall fully indemnify Cepsa as a result of any claim or liability claims for damages, loss, costs and expenses (including legal defense costs) related to actual or alleged infringement of any patent, copyright, brand, know-how or any other form of intellectual or industrial property right or similar protection resulting from any act committed by the Supplier or on its behalf, in connection with the Order or Contract or the use thereof by Cepsa.

Any information, in any medium where it might be located, that may be provided by Cepsa to the Supplier for the execution of the Order or Contract, or which is collected in the course of the contractual relationship, as well as intellectual and industrial property rights relating to such information, belongs to Cepsa or its licensors and shall remain the property of Cepsa or its licensors, and no rights, licenses or authorizations will be deemed granted to the Supplier unless expressly provided in advance and in writing. The Supplier agrees to take the necessary measures to ensure that these rights are not violated by its personnel or subcontractors.

Within ten (10) business days following completion of the Contract or Order, or at any other time as may be required by Cepsa, the Supplier shall return to Cepsa any material medium that contains information, intellectual or industrial property rights and/or know-how that has been previously provided to it during the execution of the Order or Contract, and shall destroy any data that may have been incorporated into its computer systems and, if applicable, prove to Cepsa the effective destruction thereof. Likewise, it agrees not to use such information, rights and/or know-how in the future, without the prior written consent of Cepsa.

Unless otherwise stated in the Contract or Order, Cepsa holds full, exclusive and worldwide ownership, for the maximum period permitted by applicable law, of all intellectual and industrial property rights, as well as of the know-how derived from the results obtained by the Supplier in implementing the Order or Contract. This transfer in favor of Cepsa includes all rights that may result from the outcome of the work or intellectual creations

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that have been developed or are developed under the Contract or Order. The Supplier therefore waives any rights that it might have to register any work or content developed on the basis of the Order or Contract. The Supplier guarantees this assignment even when made by its employees and/or collaborators, in which case it shall obtain the necessary authorizations to make this assignment in favor of Cepsa.

Likewise, unless otherwise stated in the Contract or Order, in the case that the Supplier has resorted to collaboration with other third parties, it will be required to obtain the necessary approvals and transfers of rights, having sought authorization from the holders thereof to assign to Cepsa the operating rights that may derive therefrom, to the fullest extent permitted by law.

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### 27. INFORMATION SECURITY

The Supplier shall establish adequate procedures to ensure protection against loss or unauthorized processing of files, media and paper documents containing information related to the goods, as well as their destruction when they are no longer necessary for the reasons they were created. The extraction of data from a file and its storing on a server or its sending by electronic means are considered to be equivalent to computer media as regards compliance with these measures.

Cepsa may request information regarding any processing of Protected Information carried out by the Supplier. In such cases, the Supplier must apply security measures in accordance with the sensitivity of the information contained therein.

The Supplier shall provide, at Cepsa's request, evidence of security assessments or audits or even allow, at Cepsa's request, independent audits and/or inspections of the security measures regulated by these clauses to be carried out at its data processing facilities or in cloud services. Such audits or inspections may be carried out by Cepsa or by an auditing entity accepted by Cepsa, where the Supplier shall be informed of the start of such audits or inspections at least 10 calendar days in advance. These will be carried out during the normal hours of operation of the Supplier's offices, and in no case will it hinder the work that takes place therein. The audit shall not alter the responsibility of the Supplier nor shall it exempt it from fulfilling its obligations under the terms of the Contract, and the Supplier undertakes to comply with the possible plan of action resulting therefrom.

If the data or information related to the services is the property of Cepsa or if the elements of the infrastructure are provided to the Supplier by Cepsa, the Supplier shall process them and use them only to comply with its obligations under the Contract and for no other purpose.

The Supplier shall maintain, at least, the technical and organizational security measures consistent with the type of Protected Information they are processing and with the services that are the object of the Contract, in order to ensure the Protected Information. These measures will implement industry-accepted protections that will include physical, electronic, and procedural safeguards to protect the Protected Information provided by the Supplier against any Data Security Failure or other security incident, and any security requirements, obligations, specifications, or reportable events set forth in the Contract. As part of these measures, the Supplier shall provide a secure environment for all Protected Information and for any hardware or software in which the Protected Information is contained (including servers, networks and data components) that must be provided or used by the Supplier as part of its performance of the Contract, to the extent that it is located in the premises of the Supplier.

The Supplier shall establish the mechanisms and procedures for identification, authentication and logical access control necessary to prevent unauthorized personnel from accessing elements of its infrastructure and Cepsa's Protected Information and, in particular:

- a) It shall have procedures based on the principle of minimum privilege and which take into account the need for use and confidentiality of the information when authorizing access and permissions, so that

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the Personnel of the Supplier or of its subcontractors, including privileged users and administrators, only have access to those data and resources which they require for the performance of their duties.

- b) It shall maintain an updated inventory of accesses and permits granted and shall withdraw access permits from personnel who cease to work in order to comply with the scope of the Contract within a period of less than 24 hours. Credentials shall always be stored and transmitted in encrypted form. It will have a policy and procedures to ensure the strength of passwords and their regular updating. Changes in passwords will be ensured when installing new hardware or software elements, in particular, the Supplier's default passwords.

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### 28. FORCE MAJEURE

Force Majeure shall mean the legal conception of force majeure set forth under applicable law, in particular under article 1105 of the Spanish civil code, provided that the event giving rise to such situation is reasonably beyond the control of either Party, or is unforeseeable, and its consequences cannot be avoided by the Party in question.

During a Force Majeure event, the fulfillment of the obligations affected by such event and any liabilities in that regard shall be suspended. Both parties shall contribute with all means to mitigate, avoid, reduce or eliminate the effects of the Force Majeure as quickly as possible.

Any Party affected by the event of Force Majeure shall promptly inform the other Party in writing no later than three (3) days from the date of the occurrence of the Force Majeure event, giving appropriate details thereof.

Failure to provide such notice shall constitute a waiver to claim any effect provided under this clause.

In the event that the goods or any contractual obligation is delayed or interrupted as a result of a situation of Force Majeure, the schedule to supply shall be duly adjusted.

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### 29. GOVERNING LAW AND JURISDICTION

The contractual documentation shall be governed and construed in accordance with Spanish common law. The Parties agree to submit any dispute or controversy that may arise between the Parties in connection with these GTC to the exclusive jurisdiction of the Courts of Madrid (Spain).