

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

### **1.- PURPOSE**

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

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

None of the conditions set forth in these General Conditions may be modified unless previously accepted in writing by UBE COMPOSITES EUROPE.

The Supplier's general terms and conditions, if any, or any proposed amendment by the Supplier in relation to the General Terms and Conditions shall not be applicable, even if they have not been expressly rejected in writing by UBE COMPOSITES EUROPE. These General Terms and Conditions, the order and any specific terms and conditions agreed between the parties constitute the contractual agreement governing the relationship between UBE COMPOSITES EUROPE and the Supplier. In the event of a dispute, the following order of precedence shall apply between the aforementioned documents: (i) order; (ii) specific terms and conditions; and (iii) General Terms and Conditions.

These General Terms and Conditions can be consulted at [https://www.repol.com/documentos/REPOL-G.P.C.-Services\\_-Execution-of-works-October-2024.pdf](https://www.repol.com/documentos/REPOL-G.P.C.-Services_-Execution-of-works-October-2024.pdf) and are made available to the Supplier during the request for quotation phase for review and consultation. Upon acceptance of the order and the specific conditions set out 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, subject only to the reasonable instructions and guidelines given by UBE COMPOSITES EUROPE in relation to the services provided or the work carried out, and neither the Supplier nor any of its employees or, where applicable, subcontractors shall have any express or implied right or authorisation to assume or create any obligation or liability on behalf of or in representation of UBE COMPOSITES EUROPE or to bind it in any way.

### **3.- ACCEPTANCE OF THE ORDER**

Unless otherwise indicated in the order, it shall be deemed to have been accepted by the Supplier if no reasonable objection is made within 5 working days of the date of issue.

No clause in these General Terms and Conditions, in the terms and conditions set out in the order or in the specific terms and conditions shall limit or exclude any other warranty or obligation that the Supplier is required to comply with by law.

In the event of non-compliance by the Supplier with the terms and conditions set out in the order, in the specific conditions or in these General Conditions, UBE COMPOSITES EUROPE reserves the right to cancel it, after notifying the Supplier, without prejudice to any other action it deems appropriate in defence of its interests.

### **4.- DEADLINES**

4.1. The deadlines for execution indicated in the order or, where applicable, in the specific 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 specific conditions, and must therefore be strictly observed by the Supplier. In the event of failure to meet these deadlines, UBE COMPOSITES EUROPE reserves the right to terminate the contractual relationship, without prejudice to its right to claim damages and, where applicable, the penalties agreed in the order or, where applicable, in the specific conditions.

4.2. The execution deadlines shall be non-extendable and no discount shall be granted for days not worked for any reason, except in cases of force majeure, as defined in Clause 21 below.

4.3. The fact that UBE COMPOSITES EUROPE or the Health and Safety Manager halts the works, or part thereof, due to a detected breach of health and safety regulations shall not be considered sufficient grounds for the Supplier to extend the deadline for completion of the works.

4.4. When the established deadlines are not met, and UBE COMPOSITES EUROPE deems it appropriate, the Supplier undertakes to intensify the pace of work, including the establishment of night shifts, without this entailing any change in price and without prejudice to the right of termination provided for in these General Conditions. Likewise, UBE COMPOSITES EUROPE may request the execution of part or all of the outstanding work units from 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, where applicable, of the penalties stipulated in the order or, where applicable, in the specific conditions.

4.5. Circumstances known or that should be known to the Supplier in accordance with its *lex artis* that could cause delays in the works or in the provision of services shall not justify an extension of the execution period.

### **5.- MATERIALS AND EQUIPMENT**

5.1. All construction materials and equipment to be used must be of the quality and standard specified in these General Conditions, in the order or, where applicable, in the specific conditions. If the Supplier has any doubts about these, or if the specification is unclear or incomplete, it must request any clarifications it deems necessary. Notwithstanding the foregoing, in case of doubt, and unless otherwise specified in the order or, where applicable, in the specific conditions, the quality and characteristics of the materials and equipment shall not be inferior to what could reasonably be expected for the provision of a high-quality service and/or execution of works.

5.2. When the Supplier, without the proper written authorisation from UBE COMPOSITES EUROPE, uses higher quality materials or substitutes a product or service for another with a higher price and, in general, when it introduces modifications to the work and/or the provision of services that are unilaterally beneficial, 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 accordance with the contract.

5.3. If the Supplier carries out any work or provides any service with inadequate materials or systems, or with poor workmanship, the Supplier shall be obliged to repair or replace it as many times as necessary and to rebuild it in an appropriate manner.

at its own expense and without the right to claim any amount for extensions of time or for these items, in which case UBE COMPOSITES EUROPE may commission a third party to carry out the work at the Supplier's expense, deducting the amount to be paid to the third party from the total price of the order.

#### **6.- PRICES**

Prices are understood to be fixed, and no revisions will be accepted unless expressly indicated in the order. Therefore, UBE COMPOSITES EUROPE will not accept any upward variation in the prices agreed for the provision of services and/or execution of works.

#### **7.- SPECIFICATIONS, QUALITY AND WARRANTY**

7.1. The Supplier guarantees that the provision of services and/or execution of works will be carried out to the highest quality standards and in compliance with the specifications, declarations and other characteristics agreed or offered by the Supplier to UBE COMPOSITES EUROPE, both at the time of responding to the request for quotation sent by UBE COMPOSITES EUROPE and in the terms and conditions of the order binding on the Supplier. Similarly, the Supplier guarantees that the final result of the services provided and/or the works carried out comply with the requirements of the applicable regulations.

7.2. Without prejudice to any longer warranty period established by applicable regulations or expressly agreed upon in the order, the final result of the provision of the contracted services shall be guaranteed by the Supplier against any defect for a period of one (1) year from the issuance of the corresponding service acceptance certificate. Similarly, without prejudice to any longer warranty period established by applicable regulations or expressly agreed upon in the order, the Supplier guarantees the works performed under the order against any construction defects for a period of eighteen (18) months from the date of issue of the corresponding certificate of acceptance of the work.

7.3. The maximum time limits for repairing defects shall be set by UBE COMPOSITES EUROPE in each case, generally being seven (7) calendar days for minor defects and 24 hours for all others. When these defects affect safety, UBE COMPOSITES EUROPE may take immediate action at the Supplier's expense. If the Supplier fails to carry out the required repairs within the specified time limits, UBE COMPOSITES EUROPE may do so itself or through third parties, at the Supplier's expense, without loss of warranty. Likewise, all costs incurred in carrying out the repairs shall be borne by the Supplier.

7.4. The warranty period shall be interrupted and shall be extended accordingly for the time taken to carry out repairs, replacements or new constructions, assemblies or work carried out in compliance with the warranty.

7.5. These repairs, replacements or new constructions, assemblies or works shall in turn be guaranteed by the Supplier, from the date of completion, for a period equal to the corresponding warranty period.

#### **8.- PAYMENT TERMS, INVOICING AND TAXES**

Payment shall be made 60 days from the date of the invoice, by bank transfer. The Supplier shall send invoices by email to the following address: [facturas.composites@ube.com](mailto:facturas.composites@ube.com).

Invoices must indicate the order number, invoice number and date, and the date of delivery of the material or completion of the service and/or execution of the work, as applicable. UBE COMPOSITES EUROPE may at any time request original proof of delivery of the goods/equipment/certificate of acceptance of the work and/or services covered by these General Terms and Conditions, as specified in the order or, where applicable, in the specific terms and conditions.

In addition, for VAT purposes, they shall include: name and surname or company name, Tax Identification Number/Company Tax Identification Number and address of both the Supplier and UBE COMPOSITES EUROPE, place of issue, taxable bases, VAT rates and amounts, and total value of the invoice.

Insofar as the invoices do not comply with the requirements set out in this clause, they cannot be paid by UBE COMPOSITES EUROPE.

#### **9.- ADDITIONAL AND/OR COMPLEMENTARY WORKS**

UBE COMPOSITES EUROPE has the right to request additional, complementary works and/or changes to the contracts/services that arise unexpectedly or complement the original order, subject to prior written approval by UBE COMPOSITES EUROPE. The amount of such works/services shall be determined by mutual agreement, calculated on the same basis as that used for the original quotation or, if so agreed, by applying the prices of the current annual quotation.

#### **10.- PERSONNEL**

10.1. The Contractor shall act as an independent entity, with its own resources, both material and human, which it shall allocate and manage autonomously for the fulfilment of the purpose of the order or, where applicable, under the specific conditions. In order to provide the services and/or carry out the work, the Supplier shall freely determine the number and professional qualifications of its employees, who in all cases shall report functionally and organisationally to the middle management of the Contractor assigned to the performance of the work and/or the provision of the services.

10.2. The Contractor must have all its personnel duly registered with Social Security and the Occupational Accidents and Diseases Scheme, and must also comply with all labour regulations issued by the competent authorities. UBE COMPOSITES EUROPE shall require the presentation of supporting documentation of compliance via the BIA360 platform, at least 48 hours prior to commencement.

10.3. UBE COMPOSITES EUROPE reserves the right to approve the Contractor's personnel for those who, due to special characteristics, so require, without this entailing any additional charge.

10.4. UBE COMPOSITES EUROPE shall provide the Contractor's employees authorised to enter the premises of the plant or other facilities of UBE COMPOSITES EUROPE (the "Plant") with an identification card that will allow them to enter the plant (provided that the documentation, both of the Contractor and of the employees, is correct and has been duly uploaded to the BIA360 platform). The Contractor undertakes to notify UBE COMPOSITES EUROPE of any additions or removals of personnel authorised to enter the Plant premises at least 24 hours in advance, and to return their respective cards once the work on the Plant premises has been completed. If the cards are not returned within SEVEN days of the termination, the Contractor shall pay UBE COMPOSITES EUROPE the amount of SIXTY (60) EUROS for each card not returned, which amount may be deducted, where applicable, from any outstanding invoices.

#### **11.- SAFETY REGULATIONS**

11.1. In addition to complying with occupational health and safety regulations (the Occupational Risk Prevention Act and regulations implementing said Act) and other regulations currently in force or that may be enacted, the Contractor is obliged to require its personnel to strictly comply with each and every one of the Health and Safety and Environmental Regulations in force at UBE COMPOSITES EUROPE, 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 the termination of the contract and the claiming of damages. If the Contractor requires the Safety Regulations for Contractors in English, UBE COMPOSITES EUROPE will send them by email. In the case of foreign contractors, the Coordination Guide will be sent in English by email.

11.2. The Contractor must ensure the health and safety of its workers during the course of the work.

## **12.- PERSONAL PROTECTIVE EQUIPMENT**

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

12.2. The contractor shall comply with occupational health and safety regulations, as well as the Safety Regulations established by UBE COMPOSITES EUROPE, which stipulate, as a minimum, the use of safety glasses, hearing protection, gloves, safety footwear and long-sleeved work clothing. Notwithstanding the minimum standards indicated herein, the provisions of the applicable occupational health and safety regulations shall prevail.

## **13.- MACHINERY AND TOOLS**

13.1. The Contractor shall use its own tools and equipment necessary for the complete execution of the work and/or for the provision of services. Before commencing work, the Contractor must submit to the UBE COMPOSITES EUROPE supervisor a list of the equipment, tools and machinery to be used for the execution of the work within the Plant. Such equipment, tools and machinery must comply with applicable national and European legislation and shall bear the corresponding CE marking. UBE COMPOSITES EUROPE shall not be responsible for their safekeeping and the Contractor shall be responsible for storing them properly and securely in the area designated for this purpose.

13.2. Without prejudice to the Contractor's obligation to ensure that equipment, tools and machinery comply with the requirements set out in this Clause, all of the Supplier's electrical equipment must be inspected prior to use at the plant and must bear the UBE COMPOSITES EUROPE electrical equipment inspection card. It must also be inspected periodically each year. All of the Supplier's equipment shall be provided with the safety features specified in the Official Regulations and Safety Standards for Contractors in force or that may be implemented by UBE COMPOSITES EUROPE. The Supplier shall send a list of the machines to be used at UBE COMPOSITES EUROPE, with the corresponding certificates and copies of the insurance, and in the case of mobile elevating work platforms (MEWPs), shall send the checklist for checking the operation of the machine and its safety features, dated no more than one week in advance.

## **14.- TRANSPORT**

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

14.2. All vehicles requiring access to UBE COMPOSITES EUROPE facilities must obtain prior authorisation from UBE COMPOSITES EUROPE. The transport of personnel, tools, supplies and equipment must obtain the corresponding authorisation, and all other vehicles (including, but not limited to, tankers, bulk trucks, courier services, material transport (engines, tanks, etc.), cranes, PEMP and forklifts) must obtain access authorisation from the UBE COMPOSITES EUROPE department with which they have formalised their contractual relationship.

14.3. Prior to accessing the UBE COMPOSITES EUROPE facilities, all vehicles will be required to display their driving licence, vehicle registration certificate, vehicle inspection card with the latest MOT report and the corresponding sticker affixed to the windscreen, and proof of valid and up-to-date compulsory civil liability insurance.

14.4. Vehicles must be parked in the area outside the UBE COMPOSITES EUROPE site.

## **15.- CONTROL OF WORK IN THE PLANT**

UBE COMPOSITES EUROPE reserves the right to carry out technical inspections of the work at different stages, as well as to monitor compliance by the Contractor's employees with the Safety Regulations detailed on the BIA360 platform and with the complementary safety regulations on specific tasks, and any modifications, extensions and substitutions that may be issued during the term of the order or, where applicable, in the specific conditions. This control function does not exempt the Contractor from any liability it may incur for non-compliance by its personnel with the aforementioned safety regulations. In order to carry out the work, it will be essential to have the corresponding work permit drawn up for each specific type of work that is necessary.

## **16.- ACCEPTANCE OF WORKS AND/OR SERVICES**

The services or works entrusted in the order shall be completed and received by UBE COMPOSITES EUROPE as indicated in the order.

## **17.- CLEANING FOR WORK ON UBE COMPOSITES EUROPE FACILITIES.**

17.1. During the execution of the work and/or provision of services, the Supplier is obliged to clean the workplace and remove any unnecessary materials from it as often as instructed by the UBE COMPOSITES EUROPE supervisor in charge of the work. Upon completion of the work, the Supplier is obliged to:

- a) Remove all its equipment from the Plant premises, dismantle and remove the huts, auxiliary equipment and surplus materials belonging to it, all within 7 calendar days from receipt of the works and/or services under the terms indicated in Clause 16 above.
- b) Return any equipment used belonging to UBE COMPOSITES EUROPE (if applicable) in the same condition in which it was delivered to the supervisor in charge of work control (it being understood that it was delivered in good condition unless the Supplier stated otherwise in writing at the time of receipt).
- c) Carry out a general cleaning of the workplace or workplaces once the equipment has been removed. The Contractor is obliged to correctly identify and segregate the waste generated in accordance with the applicable legislation.

17.2. The Supplier is expressly prohibited from dumping construction debris, waste, etc. on land or in areas not designated for this purpose, and may otherwise be liable for damages to UBE COMPOSITES EUROPE, while the Supplier undertakes to remove, at its own expense, any waste it has dumped.

17.3. In the event of a breach of this clause, UBE COMPOSITES EUROPE may choose to directly commission a third party to carry out the clean-up 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 UBE COMPOSITES EUROPE without the prior written consent of UBE COMPOSITES EUROPE. The performance of the subject matter of these General Terms and Conditions may not be subcontracted, either in whole or in part, without the prior written authorisation of UBE COMPOSITES EUROPE, with regard to both the subcontractors and the work to be subcontracted.

18.2. In the event of subcontracting, the Supplier shall be jointly and severally liable with its subcontractor for the acts, errors, negligence, and damages that said subcontractor may cause, holding UBE COMPOSITES EUROPE harmless with respect to any liability and claims that may arise as a result of said damages, and UBE COMPOSITES EUROPE may pass on any liability to the Supplier in the event that it is held liable in any way. Acceptance of the subcontractor by UBE COMPOSITES EUROPE shall not exempt or limit such joint and several liability.

In agreements between the Supplier and its subcontractors and suppliers, the Supplier undertakes to include a clause expressly waiving the subcontractor/supplier's right to direct action under Article 1597 of the Civil Code. Notwithstanding the foregoing, the Supplier undertakes to hold UBE COMPOSITES EUROPE harmless and indemnify it against any claim made by a subcontractor against it directly or indirectly related to these General Conditions and the order and, where applicable, the specific conditions.

The Supplier undertakes to pay its subcontractors and suppliers on time. Failure to do so may result in UBE COMPOSITES EUROPE choosing to pay them on behalf of the Supplier, deducting the corresponding amounts from the sums owed to the Supplier. The Supplier undertakes to inform UBE COMPOSITES EUROPE promptly of any incident with its subcontractors and suppliers that may affect compliance with the terms agreed in the order and/or in these General Conditions.

Likewise, the Supplier shall comply with and enforce compliance by its subcontractors/freelancers with the applicable legal obligations as well as any others arising from the order or, where applicable, from the specific conditions or these General Conditions.

## **19.- SECURITY**

Documentation:

The documentation required under Law 31/1995 of 8 November on Occupational Risk Prevention and other related regulations in force must be uploaded to the BIA360 online platform. UBE COMPOSITES EUROPE will be responsible for registering the Contractor on this platform, and the Contractor must attach the requested documents in sufficient time for them to be reviewed and for worker access to be validated.

Contractors who are going to work at UBE COMPOSITES EUROPE must read the mandatory information documentation attached to the BIA360 online platform in order to access our facilities. If they are unable to read it, they must contact the Health and Safety Department of UBE COMPOSITES EUROPE, which will send it to them by other means.

Documentation that the Contractor must upload to the BIA360 platform, including but not limited to:

- AEAT certificate, proving that you are up to date with your tax obligations.
- ITA/IDC/A1 document/Self-employed receipt.
- Certificate of social security contribution status.
- Civil liability insurance, in accordance with the work to be carried out, with policy number and effective date. In particular, the Contractor must comply with the following minimum civil liability insurance amounts:
  - a) In the event that the Contractor enters into a contract directly with UBE COMPOSITES EUROPE, 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 shall have a minimum per victim of €450,000, accounting for the sum of the policies per victim of the subcontractors and the main contractor (adding from the bottom up, the main contractor shall always have a minimum of €300,000).
  - c) For cranes, the civil liability policy shall have a minimum coverage of €600,000 per transport and handling.
- Copy of the civil liability insurance payment receipt.
- Preventive system adopted by the contracting company.
- Certificate of appointment of preventive resource and certificate of Basic Level training in Occupational Risk Prevention (50h/60h), in order to perform the function.
- Companies registered in the R.E.A. must upload the corresponding certificate.
- Opening of a work centre and subcontracting book (only necessary for companies acting as main contractors in the execution of construction works).
- Specific Health and Safety Plan (HSP) for shutdowns for all companies that have to carry out shutdown or construction work or are regular contractors. This HSP must be submitted for review and approval by the Health and Safety Coordinator (HSC). Until approved by the HSC, HSPs will not be considered valid.
- Adherence to the Health and Safety Plan (HSP): subcontractors shall, in general, adhere to the main contractor's HSP, provided that said plan covers the work to be carried out by the subcontractor. If this is not the case, the subcontractor must draw up its own HSP, which it shall submit to the main contractor for presentation to the Health and Safety Coordinator (HSC) of the site for review and approval. Until approved by the HSC, the HSPs shall not be considered valid.
- Company prevention plan.
- Risk assessment, exclusively for the work to be carried out at the Plant, indicating the measures to be taken to eliminate or minimise risks.

All aspects requested on the BIA360 online platform and not specifically included in this list. Contractor personnel documentation:

The Contractor shall register the worker on the BIA360 online platform, assign a role to the worker, and the documentation required for the performance of their job will automatically appear. A worker may have one or more roles, depending on their tasks.

Documentation that the Contractor must upload to BIA360, including but not limited to:

- National identity card number of each worker.
- Medical certificate stating that the workers participating in the work at UBE COMPOSITES EUROPE are FIT.
- 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) relating to the activity (Articles 18 and 19 of Law 31/95).
- Certificate of training in working at height (minimum 4 hours) if they are going to carry out this type of work. This training may be provided by the company's senior technician or by an authorised company.
- Certificate of training in confined spaces.
- Contractors working at UBE COMPOSITES EUROPE who are covered by the construction or metalworking collective agreement must provide the following documentation:
  - 20-hour Second Cycle training certificate (also known as a speciality certificate).
  - Workers who have completed the 50-hour/60-hour Basic Level training course in occupational risk prevention have 14 hours of the specialisation course validated. Therefore, they will only need to complete a 6-hour course.
- Specific training, according to the agreement and job position. The training must be repeated or renewed within the period indicated in each agreement.
- All aspects requested on the BIA360 online platform and not specifically included in this list.

## **20.- RESPONSIBILITIES AND INSURANCE**

20.1. The Supplier shall be liable for any damage caused to persons and/or property belonging to UBE COMPOSITES EUROPE and/or third parties in the course of providing the services and/or performing the works covered by the order. The Supplier shall therefore indemnify UBE COMPOSITES EUROPE against any liability arising from the provision or performance of the services or works. In the event of non-compliance by the Supplier, UBE COMPOSITES EUROPE reserves the right to offset the expenses incurred as a result of such non-compliance against the amounts owed to the Supplier under the order and these General Terms and Conditions and, where applicable, to recover from the Supplier any amount that UBE COMPOSITES EUROPE pays to third parties in excess of said amount.

20.2. The Supplier undertakes to take out the insurance specified in the order or, where applicable, in the specific conditions, and to provide the documentation required by UBE COMPOSITES EUROPE in this regard. Failure to comply with this obligation will prevent the Supplier from commencing the execution of the works and/or the provision of the services.

## **21.- FORCE MAJEURE**

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

The parties shall not be liable for total or partial failures or delays in the performance of supplies if such failures or delays are due to force majeure. The party claiming force majeure shall notify the other party as soon as possible of the force majeure situation in which it finds itself, undertaking to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the fulfilment of their obligations to this situation. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle UBE COMPOSITES EUROPE to cancel the order without incurring any obligation to pay compensation to the Supplier.

## **22.- TERMINATION**

In addition to the cases generally provided for by current common law, UBE COMPOSITES EUROPE 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 performed, are not suitable for acceptance.
- b) When there is a clear lack of activity on the works, not attributable to force majeure, as defined in Clause 21 above.
- c) The use of materials or practices that do not comply with the qualities specified in the order or, where applicable, in the specific conditions, and, having notified the Supplier of this fact, the Supplier does not replace or modify them within 7 calendar days from the date of dispatch of the notification by UBE COMPOSITES EUROPE.
- d) When there is a repeated breach (2 or more times) of the orders of UBE COMPOSITES EUROPE or the Health and Safety Coordinator by the Supplier.
- e) When there is a direct or indirect change in the ownership or title of the Supplier.
- f) Failure by the Supplier to adopt the security measures required by current legislation.
- g) When the Supplier or any of its subcontractors fails to comply with its obligations regarding contributions or salaries with respect to any of its employees, or otherwise fails to comply with its legal obligations, especially in labour matters.
- h) Failure to comply with established safety regulations that causes damage or could cause risks to people and facilities.
- i) Defective execution of the aforementioned work and/or services due to non-compliance with the technical specifications thereof, both in their entirety and in the different phases of execution, detected by the inspections carried out periodically by the technical staff of UBE COMPOSITES EUROPE.
- j) When there has been a breach of the execution deadlines, the established milestones, where applicable, or inadequate progress of the work.

In any of the cases provided for in the preceding paragraphs, as well as in any other case of termination of the contractual relationship between UBE COMPOSITES EUROPE and the Supplier due to breach of contract by the Supplier, UBE COMPOSITES EUROPE reserves the right to claim from the Supplier the amount of damages that the termination may cause it, without prejudice to any penalties that may apply as indicated in the order.

In all the above cases, the contractual relationship shall be terminated by operation of law by mere extrajudicial notification to that effect by UBE COMPOSITES EUROPE to the Supplier, who shall be obliged to vacate the premises completely within 7 (seven) calendar days of receipt of the notification sent by UBE COMPOSITES EUROPE, allowing access to another supplier designated by UBE COMPOSITES EUROPE within 7 calendar days of the aforementioned notification.

The Supplier hereby irrevocably authorises and empowers UBE COMPOSITES EUROPE so that, once the aforementioned period of 7 calendar days has elapsed, the latter may, on behalf of the Supplier, physically carry out the eviction, applying the corresponding settlement (not only the applicable penalty, but also the costs incurred by the eviction). If any damage is caused to the tools or construction elements owned by the Supplier as a result of the eviction, UBE COMPOSITES EUROPE shall not be liable for such damage and shall not be obliged to pay any compensation or indemnity to the Supplier.

### **23.- WITHDRAWAL**

UBE COMPOSITES EUROPE may, at any time, exercise its right to cancel the order by giving written notice to the Supplier ten days prior to the effective date. Upon receipt of such notification, the Supplier shall immediately cancel its orders for materials, auxiliary installations and supplies related to the order and, thereafter, shall only do what is necessary to preserve and protect the work already performed, in the opinion of UBE COMPOSITES EUROPE. The Supplier shall allow immediate possession to be taken of that part of the work already carried out, as well as any materials collected for the work that are already on site. In the event of withdrawal, UBE COMPOSITES EUROPE shall pay the Supplier, regardless of the payments due for work already carried out, as damages, the amount of direct expenses that, as a result of the termination of the contractual relationship, have inevitably arisen for the Supplier, the burden of proof being on the Supplier, both with regard to the existence and the nature of the damages incurred, and without the Supplier therefore being entitled to claim any additional compensation or indemnity in this regard. The Supplier undertakes to minimise these expenses.

### **24.- INTELLECTUAL AND INDUSTRIAL PROPERTY**

24.1. The Supplier acknowledges the exclusive ownership of UBE COMPOSITES EUROPE of its name, company name, and the distinctive signs that distinguish its establishments, and that these belong and will continue to belong to the Customer, with the Supplier being prohibited from registering or applying to register any name, domain name, trademark, symbol or distinctive sign belonging to UBE COMPOSITES EUROPE (or others so similar as to cause or be likely to cause confusion with the Customer's products, activity, services or establishment), both within and outside Spain.

24.2. The Supplier may not remove the trademarks, name or any other distinctive sign of UBE COMPOSITES EUROPE that appear in the documentation, materials, products, signs and any other property of UBE COMPOSITES EUROPE, and upon termination of its contractual relationship, it must automatically cease using any distinctive sign or trade name of UBE COMPOSITES EUROPE or its products and services.

24.3. The information of UBE COMPOSITES EUROPE to which the Supplier has access in the context of the provision of services and/or the execution of the work shall belong exclusively to UBE COMPOSITES EUROPE. In this regard, all inventions, discoveries, innovations, developments or improvements, whether or not they are eligible for protection by industrial or intellectual property rights, that are developed during the term of the contractual relationship between them shall be the exclusive property of UBE COMPOSITES EUROPE.

### **25.- CONFIDENTIALITY**

The Supplier shall maintain confidentiality at all times regarding the terms and conditions of the order and, where applicable, the specific conditions, as well as any information and documentation of any kind or nature obtained in the course of the activities carried out under the order.

The Supplier undertakes to protect the confidentiality of UBE COMPOSITES EUROPE's confidential information in the same way as 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 third parties and, within each of the parties, shall only be known to partners and employees strictly involved in 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 UBE COMPOSITES EUROPE all material provided by the latter, as well as all copies made, except for one copy of the confidential information that the recipient may retain in its legal files.

In any case, the confidentiality agreement shall remain in force until such information becomes public knowledge by other legal means.

### **26.- CODE OF ETHICS AND CONDUCT**

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

The Supplier declares that it is aware of the content of the aforementioned Code of Ethics and Conduct, which is available at <https://ube.es/es/download/>, and adheres to the principles contained therein, undertaking to act in accordance with its provisions.

### **27.- COMPLIANCE AND ANTI-CORRUPTION CLAUSE**

In the professional relations between UBE COMPOSITES EUROPE and the Supplier, the principles of integrity, ethics and legality shall prevail for the duration of the relationship between the parties.

The Supplier undertakes to comply with current regulations and legislation, as well as to act in accordance with the ethical principles and values of UBE COMPOSITES EUROPE or other equivalent principles and values that it has established as its own.

In this regard, the Supplier:

1. Undertakes to apply a zero-tolerance policy towards corruption, rejecting any act or type of favour that could constitute a corruption offence as established in the Criminal Code and in the applicable regulations in this area.
2. Has adequate monitoring and control measures in place to prevent crimes, or to significantly reduce the risk of them being committed within or on its behalf, especially any type of bribery or corrupt conduct.
3. Has not promised, offered or granted any benefit or advantage that is not justified under the law or the lawful contractual conditions for entering into this contract.
4. It is not:
  - i. Subject to sanctions, such as inclusion on the European Union Sanctions List or other applicable lists, and is not owned or controlled (see note 1 below) – either individually or collectively – by natural or legal persons subject to such sanctions.
  - ii. Located with domicile - or in the case of a natural person, habitual residence - in a country or territory subject to geographical sanctions, whether imposed by the European Union or others that may apply, the scope of which includes the subject matter of this professional relationship; nor is it owned or controlled by persons resident in such countries. (See note 1 at the end).
5. Guarantees that it will not involve any natural or legal person who is in any of the situations set out in points (i) and (ii) above in providing the products and/or services that are the subject of the Supplier's professional relationship with UBE COMPOSITES EUROPE.
6. You shall notify UBE COMPOSITES EUROPE of any changes in the circumstances set out in the provisions of this clause and shall also allow it to carry out the necessary checks to ensure proper compliance with the aspects set out therein.
7. You undertake to comply with the provisions of the Code of Ethics and Conduct of UBE CORPORATION EUROPE, S.A.U. and its subsidiaries, available on its website.
8. You undertake to notify UBE COMPOSITES EUROPE without delay of any risk or breach that you identify within or on behalf of the same, faithfully undertaking to cooperate in its eradication or clarification.

Failure to comply with the provisions of this clause, depending on its severity, will result in reasonable and proportionate consequences, which may even include the termination of this contract and, where appropriate, a claim for damages.

*Note 1. For the purposes of this provision, the following definitions shall apply: (a) "person" means any natural or legal person; (b) "ownership" means a direct or indirect shareholding of 50 per cent or more; and (c) "control" means the right or ability to dictate the decisions, actions and/or policies of an entity or its management.*

#### **28.- DATA PROTECTION**

The Privacy Policy applicable to these General Terms and Conditions may be consulted by the Supplier at <https://www.repol.com/HTML/privacy-policy.php>

#### **29.- JURISDICTION AND APPLICABLE LAW**

These General Terms and Conditions, the order and the specific conditions shall be governed by and interpreted in accordance with the laws of Spain, with the express exclusion of any regional or special regulations that may otherwise be applicable. Any dispute arising from the breach of these General Terms and Conditions and/or the order shall be submitted to the Courts and Tribunals of Castellón, waiving any other jurisdiction.

Revised version December 2025.

