

**PURCHASING GENERAL TERMS AND CONDITIONS
TALLERES MECÁNICOS TELLERÍA, S.A.**

- 1. AIM:** This document establishes the conditions of purchase which regulate the supply of all types of goods, equipment and materials (hereinafter the "Product/s") and/or the supply of all types of services (hereinafter the "Service/s"), on the part of the suppliers (hereinafter the "Supplier/s") to TALLERES MECÁNICOS TELLERÍA, S.A.
- 2. CONTRACTUAL DOCUMENTATION:** The relationship between TALLERES MECÁNICOS TELLERÍA, S.A. and the Supplier will be governed by the following contractual documentation (hereinafter, the "Contract"): (i) the Order of TALLERES MECÁNICOS TELLERÍA, S.A., including the technical specifications of the Products and/or Services (hereinafter, the "Order"); and (ii) these Terms and Conditions of Purchase.
- 3. GENERAL CONSIDERATIONS:** The acceptance of the Order obliges the Supplier to abide by these general Terms and Conditions and the specific ones agreed in the Order. In the case of discrepancies between both, that shown in the specific conditions in the order shall predominate. Any variation in the general or specific terms and conditions shall be considered null unless covered by express acceptance in writing on the part of TALLERES MECÁNICOS TELLERÍA, S.A. Upon the acceptance of an Order, all the terms, conditions and specifications included in or attached to the offer of the Supplier, and the correspondence relating to it, which is not referred to expressly in the Order, shall be considered cancelled. The mere citation of the offer in the Order or attached documents does not alter this condition. These General Terms and Conditions of Purchase shall prevail over the General Terms and Conditions of Sale of the Supplier, should they exist.
- 4. DELIVERY DEADLINE:** The delivery deadlines, which are established in the specific conditions of the Order, shall be understood to be essential. The Supplier commits to planning a production rate which leads to the delivery of the Order with the level of quality and within the delivery deadlines established therein. For these purposes, the delivery of the Order shall be understood as the signature on the part of TALLERES MECÁNICOS TELLERÍA, S.A. of the delivery note of the Product, of the act of receipt of the Product (in cases where the Order includes its assembly, installation and start-up) and/or the acceptance sheet of the Service. TALLERES MECÁNICOS TELLERÍA, S.A. reserves the right to reject all Orders, which have not been delivered in the deadlines and places indicated.
- 5. PENALTIES:** In case of missing the delivery date agreed in the Order, the Supplier will pay TALLERES MECÁNICOS TELLERÍA, S.A. a penalty for each natural day of delay, of the amount of 0.25% of the total value of the Order, up to a maximum of 10% of said value, as a penalty clause, unalterable by the courts, without affecting whatsoever other damages and prejudices.
- 6. TRANSPORT AND PACKAGING:** Transport will be carried out by the Supplier to the place of delivery agreed in the Order, with the risk not considered transferred until the Order is delivered at said place. The Supplier should protect the Products with the appropriate packaging to guarantee their delivery in good condition.
- 7. INVOICING AND PAYMENT:** Invoices should be issued in duplicate and shall include, in addition to the requirements demanded in this condition, all those legally established. An invoice will need to be prepared for each Order, including in it the Order number and the Supplier code. The invoices should be in possession of TALLERES MECÁNICOS TELLERÍA, S.A. in a maximum period of 10 calendar days to be counted from the date of issue of the invoice. The invoices which do not fulfil these requirements shall be returned to the Supplier, with the payment period starting from when the new complete and true invoice is received. Except by express agreement reflected in the specific conditions of the Order, the payments shall be made 60 calendar days from the receipt of the invoice.
- 8. EXECUTION:** In those cases in which the Orders refer to the manufacture of Products or the provision of Services whose execution should be carried out according to plans, instructions and/or technical specifications supplied by TALLERES MECÁNICOS TELLERÍA, S.A., the Provider shall abide by the instructions appearing on said plans, TALLERES MECÁNICOS TELLERÍA, S.A. being able to reject said Products or Services which do not exactly meet the plans, instructions and specifications cited earlier. If the Supplier thinks they have found errors in the documentation supplied by TALLERES MECÁNICOS TELLERÍA, S.A., they should inform them immediately in writing, with the aim of being able to adopt the measures appropriate to the case. Under no circumstances the Supplier shall make changes in the Order with regard to the plans, instructions and/or technical specifications unilaterally.
- 9. INSPECTIONS:** The Supplier commits, during the entire validity of the Contract, to give free access to their facilities to both TALLERES MECÁNICOS TELLERÍA, S.A. and their inspectors, clients, or delegates, giving them all the staff and documentation support they request to carry out their duty correctly, all with the aim of being able to inspect the quality of the Products and/or Services, the suitability of the production systems, processes, state of equipment of the Supplier, fulfilment of deliveries and the conditions established in the Order. These inspections will not be a motive to prevent temporary or later rejection on the part of TALLERES MECÁNICOS TELLERÍA, S.A. of the Product and/or Service.
- 10. RADIOACTIVITY:** The supplier is obliged to check and confirm, that the products do not show significantly elevated radioactivity compared to the natural radiation level. Regularly, the specific activity shall be below a 0,1 Bq/g and the effective Dose below 0,5 µSv/h.
- 11. PROGRESS REPORT:** The Supplier commits to delivering to TALLERES MECÁNICOS TELLERÍA, S.A. periodic reports in which progress of the Order is shown in detail.
- 12. GUARANTEES:** The Supplier guarantees (i) that the Product covered by the Order: (a) is free from defects in design, workmanship, materials or manufacture; (b) complies with the specifications, plans, samples, quality, quantity and other descriptions established in the Order and any other information or instruction communicated to the Supplier; (c) is suitable for the purpose it is intended; (d) is new and top quality; and (e) complies with the current national or international law and applicable regulations on the date of delivery (and in particular the safety and environment legislation); and/or (ii) that the Service covered by the Order: (a) complies with the specifications and other descriptions established in the Order and any other information or instruction communicated to the Supplier; (b) it has been rendered properly and diligently by people with the necessary training and experience; and (c) complies with the national or international regulations in force and applicable on the date of delivery thereof. All declarations and warranties contained in brochures, catalogues, sales material and Supplier quality systems are binding. Over a period of 2 years from receipt of the Product and/or Service ordered, the Supplier shall be responsible for making good any defect or lack of conformity which is observed in said Products or Services, and to respond to any damages that could be caused by faulty execution. In the event that the Order requires start-up, the aforementioned warranty period of 2 years shall start on the day when such implementation is made, as long as it occurs within the first 6 months following the receipt. After the aforementioned period of 6 months without having completed the implementation of the Order, the warranty period shall be deemed initiated on the day following the expiry of said period of 6 months. TALLERES MECÁNICOS TELLERÍA, S.A. shall promptly inform the Supplier of any defects observed in the Products and/or Services as soon as they are detected, after which the Supplier shall remove them as soon as possible. If the Supplier fails to remedy the defect with the required urgency, TALLERES MECÁNICOS TELLERÍA, S.A. shall be able to perform, by itself or through a third party, the repair or replacement of the defective Product and/or Service, having the right to reimbursement by the Provider of all costs and expenses incurred. The warranty period provided in this condition shall start again on the Products and/or Services which have undergone repair and/or replacement.
- 13. PROPERTY:** Projects, reports, calculations, drawings and other documents provided by TALLERES MECÁNICOS TELLERÍA, S.A. to the Supplier, and/or any other aspect of which the Supplier is aware as a result of the execution of the Order, as well as photocopies or any reproduction thereof, shall be owned by TALLERES MECÁNICOS TELLERÍA, S.A., the Supplier being unable to have them for reasons other than for the execution of Orders. They may not be given to others without authorization from TALLERES MECÁNICOS TELLERÍA, S.A. The Supplier shall return all of the aforementioned documents, all copies and reproductions of them which have been made, at the request of TALLERES MECÁNICOS TELLERÍA, S.A. Likewise, all models made by the Supplier for

the execution of orders shall remain the property of TALLERES MECÁNICOS TELLERÍA, S.A. These models will be delivered to TALLERES MECÁNICOS TELLERÍA, S.A. upon completion of deliveries of the Products and/or Services which are covered by the Order.

14. PRICES: Except as expressly stated in the specific conditions of the Order, the prices of orders will be fixed, firm and definitive and may not be revised. They shall include all taxes (except VAT), fees, contributions, insurance, and any other costs incurred by the Supplier for the execution of the Order until delivery, including this one, of the Products and/or Services at the final destination indicated by TALLERES MECÁNICOS TELLERÍA, S.A., as well as all packaging material, protection, ties, and/or anchoring and all necessary documents for shipment. In the event that the agreed prices refer to €/kg of Product, within a deviation of +/-5% by weight indicated in the plan or technical specification, the agreed purchase price shall be maintained.

15. CONFIDENTIALITY: All technical, economic or commercial information concerning TALLERES MECÁNICOS TELLERÍA, S.A., its customers or its products and/or services which could become known by the Supplier as a result of compliance with the Contract, including the actual terms thereof, shall be considered confidential information. The Supplier agrees not to disclose said confidential information to third parties and not to use it, directly or indirectly, for purposes other than those provided for in the Contract. The transmission of confidential information by the Supplier to its employees should only be made when strictly necessary to achieve the purposes of the Contract, the Supplier guaranteeing in any case compliance by their employees to the aforementioned obligation of confidentiality. Once the order is complete, at a written request from TALLERES MECÁNICOS TELLERÍA, S.A., the Supplier shall deliver all documents generated, not being permitted to save a partial or full copy of it.

16. CANCELLATION OF THE ORDER: TALLERES MECÁNICOS TELLERÍA, S.A. shall be able to cancel all or part of the Order at any time with prior written notice and without incurring any expenses when the Supplier breaches any provisions of the Contract, or any of the circumstances occur that, as non-exhaustive guidelines, are listed below:

- a) When the Supplier does not begin manufacturing the products and/or the provision of services within the period indicated in the Order.
- b) When the Supplier violates the applicable law.
- c) When the Supplier fails to comply with technical instructions from TELLERÍA MECHANICAL WORKSHOPS, S.A.
- d) When the Supplier demonstrates negligence or neglect in the execution of the Contract.
- e) When the delay in meeting delivery deadlines exceeds the date on which the maximum penalty regulated in the previous Condition 5 is reached.
- f) When in the opinion of TALLERES MECÁNICOS TELLERÍA, S.A. and after the inspections and tests on the premises of the Supplier or the place where they are providing the services covered by the Order, the inability of the Supplier to supply the material, equipment, Products and/or Services in the Order, according to the technical specifications and the deadline is manifest.

17. FORCE MAJEURE: Any delay or non-fulfilment of one of the parties shall not constitute non-compliance with the Order, nor will it lead to claims, provided that such delay or failure is caused by force majeure beyond the control of the party in question, either because it could not be foreseen or because they were predictable but inevitable. Delays in supplies from subcontractors of the Supplier, strikes (unless considered sectoral or general), and increases in prices of materials and/or workmanship shall not be considered force majeure. The force majeure situations mentioned above must be communicated in writing to TALLERES MECÁNICOS TELLERÍA, S.A. after the fact and within 10 calendar days. The deadline for compliance with the obligations under the Order or these Conditions shall be suspended for the period that the force majeure situation is prolonged. The force majeure situation will be remedied as soon as possible. Each contracting party shall make use of all possible means at their disposal to solve the situation of force majeure. Each party shall bear the consequences of any kind that force majeure involves, and shall not be entitled to claim from the other party any compensation or modification of the Order. However, in the event that the force majeure event lasts for more than 120 calendar days, or if, under the circumstances, it should be obvious that it will last 120 calendar days, the unaffected party may terminate the Contract by notifying the other party.

18. APPLICABLE LEGISLATION: The Contract and all relationships that take place between the parties in connection with the execution of the Contract shall be governed by Spanish law and shall be interpreted in accordance with them.

19. CONFLICT RESOLUTION: In the event of any differences in the interpretation and execution of the Contract, both TALLERES MECÁNICOS TELLERÍA, S.A. and the Supplier hereby expressly waive the jurisdiction that could correspond in favour of the jurisdiction of the Courts of the City of Donostia-San Sebastian (Gipuzkoa).

Zumárraga, August 01, 2018