

1. Scope. The term "Buyer" means MINCATEC (hereinafter MINCATEC), and the term "Seller" when used will refer to the Supplier and/or Seller of goods or services. The following Conditions apply automatically to all the purchases made by MINCATEC. Any conditions differently expressed and that are not those expressed in the MINCATEC's Purchase Order or in the present purchasing conditions will only be part of the relevant contract to the extent that these conditions have been agreed, when applicable, in writing by both parties.

2. Acceptance. All MINCATEC's orders and order modifications must be confirmed and accepted by the Seller within one week after receipt by signing and returning a copy of the relevant MINCATEC's Purchase Order. Likewise, MINCATEC may change to the Purchase Order by written notification of the following points:

- The scope of the supply
- The schemes when they are Buyer property
- Packaging or shipping conditions.
- Place of delivery.

3. Price. The prices mentioned in our order, and all the necessary costs for the fulfilment of the same in accordance with provided specifications, being firm, definitive and not subject to revision unless contrary instruction are given. Any expenses that are not included in our written purchase order or any purchase order modification will not be considered for payment purposes. The Seller must provide up to 48 hours in advance, a written notification of any modification in the order, being such modification subject to written acceptance by MINCATEC.

4. Payment / Compensation. Payments will only occur against invoices, which will refer the relevant good or services, purchase order number and reference. MINCATEC shall be always entitled to offset pending amounts by the Seller to MINCATEC or to other subsidiaries of the companies of MINCATEC Group, with the pending amounts by MINCATEC related to this order. Payment period for the invoices approved by MINCATEC is 30 (thirty) calendar days. The invoices will be issued, unless different instructions are provided, to the following address: SAS MINCATEC ENERGY 1 Avenue de la Gare TGV, 90400 Meroux-Moval - France. SAS MINCATEC FRANCE 14 Rue Beffroy, 92200 Neuilly-sur-Seine France

5. Assignment. The Seller will require the prior written consent of MINCATEC for any right or obligation transfer, including subcontracting to any third parties. The Seller will remain fully responsible to third parties, having obligations to them, in the event of the assignment. Nevertheless, MINCATEC shall have the right to assign its rights and obligations to any company of MINCATEC Group without the prior consent of the Seller.

6. Delivery Terms. Delivery Terms will be applicable to all international orders... in accordance with the "incoterms" (last issue) published by the International Chamber of Commerce of Paris. The goods must be delivered together with the relevant delivery note, in which all the following information must necessarily be indicated:

- a. Purchase Order number and Delivery Note number.
- b. Reference number and denomination of material /good.
- c. Delivery amount. Number of packages. Amount per package.
- d. Delivery date to our company.
- e. FAI (First Article Inspection or similar)). The FAI is mandatory for those interchangeable goods, traceable, official spare parts or those that need a functional test of the system.
- f. Dimensional report.
- g. Certificates of Raw Materials
- h. Certificate of compliance with FAR 25 (when applicable)
- i. Supplier Certificate of Conformity.
- j. Completed MINCATEC Production orders and international production orders.

Should the relevant Certificates are not received, the goods will not be released, nor will they be given as received, being the delivery lead time affected. In case goods / services are not in line with the terms stated in the purchase order, MINCATEC may reject them. The Seller will thus be obliged to remedy the deficiencies at his own cost. This remedy will be carried out at the at the specific written request of MINCATEC within a maximum period of 1 week from the receipt date.

7. Deadline and Penalties. The Seller will immediately inform MINCATEC of any delay related to the purchase order or the delivery date of the goods, indicating the causes of the delay. Such information shall not relieve the Seller of its obligations related to the agreed delivery date. MINCATEC reserves the right to apply clause 12 of these conditions without prejudice to the application of a penalty of 5% (five) of the total value of the purchase order for each week of delay in case of breach with respect to the agreed date of delivery. The Seller will inform the Buyer of the shipment of the goods from the manufacturing site at least 10 days in advance of the shipment.

However, in case the delay exceeds 14 days over the maximum period set in the purchase order, MINCATEC shall be entitled to terminate this contract and place a purchase order to any third party for those parts not delivered. In such case, although the seller is not entitled to claim any compensation, MINCATEC may claim compensation for the damages caused.

8. Transmission of property title and risk. The property title and risks related to the goods requested by MINCATEC are transmitted to MINCATEC at the time of delivery. Notwithstanding the stipulations of the "Incoterms", in case of advance payment or partial deliveries, transmission of the property title up to paid amount will take place at the time of payment. Such goods shall be kept under the custody of the Seller and dully insured by the Seller until they are delivered to MINCATEC.

9. Packaging and Transportation. The material or equipment supplied by the Seller will be properly packaged and protected for the shipment. Seller's failure to comply with the shipping instructions will hold the Seller responsible of any resulting damages or expenses incurred by MINCATEC.

10. Indemnification and infringement of patents. The Seller will indemnify and hold MINCATEC harmless from any claims by third parties with respect to the goods delivered by the Seller as well as with respect to actions or omissions by the Seller or third parties that any of them incurred in completing the orders. The Seller will assure MINCATEC the use and free disposal of the goods delivered. The Seller will indemnify and hold harmless MINCATEC against third parties' claims arising out of any infringement or alleged infringement of patent rights or other rights of third parties.

11. Guarantee. The Seller will guarantee:

- a. That the Products comply with the technical specifications indicated in the purchase order attached to this general condition, be at delivery time free of charges, levies and commitments derived from agreement previously reached with other entities, be new and comply with the applicable legislation as well as free of any defects.
- b. The guarantee implies - without limiting the right of MINCATEC to be indemnified for costs, damages, and interests - that all defects that appear during the guarantee period, 48 (forty-eight) months, except for defects caused by the use and normal wear and tear, will be immediately and completely corrected by Seller, free of charge, upon receipt of the first notice from MINCATEC. The inspection by MINCATEC, whether during or at the end of manufacture process, does not relieve or limit the Seller from the responsibilities of the aforementioned guarantee. If the safety of persons or equipment in MINCATEC's judgment so requires, MINCATEC shall have the right to make provisional repairs at the Seller's expense on the goods under guarantee before notifying the Seller if such notification is not possible. Thereafter, notice shall be given as soon as possible in order for Seller to be able to satisfy subsequent guarantee obligations. In the event that, within 14 (fourteen) calendar days after receipt of the first notification, the Seller fails to correct the defects of the goods received, MINCATEC at its own criteria shall be free to remedy or ask a third party to remedy such defects at the Seller's expense. In any case, MINCATEC will compensate for the costs incurred by deducting the same from the amounts owed to the Seller, and the Seller is obliged to pay MINCATEC within 14 (fourteen) days, if there are no pending balances. Said guarantee shall remain effective for a period of 48 months from the date on which the delivered goods are used by Mincatec. Or, on another instance, the guarantee shall remain in force for a period of 18 months from the Seller's delivery date, selecting from those the one that occurs the later. In the event of repairs or replacement of parts during the guarantee period, the entire guarantee period starts again with respect to the parts replaced or repaired.

12. Termination.

12.1 For breach. The Seller's total or partial failure to comply with the specifications, instructions and conditions of this Order or with respect to the delivery of the material in accordance with Seller's promise shall constitute grounds for cancelling the Order in whole or in part or to claim compliance with the Order by notice of 14 (fourteen) days by MINCATEC without any cost to MINCATEC, unless the Seller approves and MINCATEC accepts delay in a delivery is due to a case of force majeure. The cancellation of the Order by MINCATEC in accordance with the terms of this stipulation will oblige the Seller to reimburse immediately the amounts paid by MINCATEC to Seller in advance payment until the moment of cancellation.

12.2 By the Buyer. MINCATEC may at any time terminate this Order in whole or in part by giving written notice to Seller. In such event MINCATEC will reimburse the Seller for all costs incurred before termination that are reasonably attributable to the Order under recognized accounting practice, together with a reasonable bonus for overheads and profits from the work performed, less the settlement or retention value of the stocks at the time of termination of the contract.

12.3 In case the Seller ceases its business activities in the ordinary course of business (including inability to meet its obligations upon expiration) or in case of bankruptcy or insolvency proceedings are instituted by or against Seller, or is named or solicited an insolvency administrator for the Seller, or the Vendor makes an assignment in favour of creditors, MINCATEC may cancel the Order without any liability, except in respect of previous deliveries or merchandise covered by the order, completing at that time and subsequently delivered pursuant to the terms thereof.

13. Force Majeure. In any case of force majeure, such as acts of God, strikes, governmental measures, war or civil insurrections prevents one of the parties from fulfilling its obligations, that party shall immediately notify the other in writing of such circumstances. In such case, the other party has the right to cancel the order in whole or in part, or to suspend the fulfilment of its obligation or obligations. In case of force majeure prevents Seller from complying with its obligations, it shall take all necessary measures to protect and maintain the property of MINCATEC that are in the custody of Seller as referred to in the clause called "Transmission of title to property and risk" (Clause 8).

The following circumstances will not be considered as force majeure:

- a) Delays caused by potential Sellers of products or services of the Manufacturer.
- b) Weather conditions, according to the archives of the National Institute of Meteorology is considered usual or normal.
- c) Strikes that are not national or regional.
- d) Malfunction, failure of any of the equipment or products of the Manufacturer, or some of the materials or tools used by them.
- e) Lack of raw materials.

14. Confidentiality. The Seller will keep from, if it does not mediate MINCATEC's prior written consent, to disclose to third parties or to use for the benefit of third parties or to use for the benefit of third parties, the request, know-how and other data and information that reach its knowledge regarding the fulfilment of the order. The graphics, specifications, manuals,

samples, software, etc., provided by MINCATEC or made by the Seller at the request of MINCATEC, shall always be or will be owned by MINCATEC and may be freely used by MINCATEC. The Seller will not copy these documents if it does not have the prior consent of MINCATEC.

15. Publicity. Seller is not authorized to mention this order even if the Seller announces or advertises in newspapers, documents, minutes, commercial letters, brochures or similar publications if he does not have the prior written consent of MINCATEC to that effect.

16. Inspection. MINCATEC shall have the right to inspect the goods during the manufacturing process, prior to their shipment and upon their arrival at the site in order to verify that the delivery is made in accordance with all the requirements of this Order. The Seller will offer its full cooperation in its industry or in that of its subcontractors. If so specified in the Order, the Seller will refrain from sending goods before the inspection has been carried out or that MINCATEC has waived in writing the right to carry out the inspection. The inspection of the goods by MINCATEC will not release the Seller from the responsibilities reflected in this contract.

All guarantees of the Products will be fully and automatically transferable to the end customers and will therefore continue to cover the Products and, where applicable, the Additional Products regardless of whether MINCATEC transfers them to a third party.

17. Material. All material supplied free of charge by MINCATEC for the execution of this Order will become the responsibility of the Supplier for any risk of loss or damage while in possession of the latter.

The material will be permanently identified as belonging to MINCATEC.

This material will be returned to MINCATEC as:

- a) Compliant parties
- b) Non-conforming parts under consideration
- c) Scrap resulting from lacks in the material
- d) Scrap resulting from machining or manipulation
- e) Material not used or affected by clause 11. Upon request of MINCATEC the Supplier will show the available scrap. Without prejudice to other rights, the Supplier will pay to MINCATEC the total cost of replacement of:

(1) Any material not accounted for

- (2) Any scrap not supported with documentation
- (3) Any scrap due to improper machining or handling of the Supplier that exceeds the maximum percentage of scrap allowed by MINCATEC and communicated to the Supplier.

The materials incorporated in the supplier's production process, not supplied by MINCATEC, must be purchased according to the current specifications determined by MINCATEC.

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18. Insurances The Seller will formalize the following insurance policies with a first line Insurance Company:

18.1 Insurance against Damage or Partial or Total Loss of the Products during the transport of the goods and until the delivery of the goods to the Buyer's site, with a covered guarantee according to its own replacement value to new.

18.2 Liability insurance arising from damage to things and / or persons, caused by motor vehicles at the place of delivery of the Products. Said insurance must also provide for coverage in case of (i) fire or explosion of vehicles and / or transported goods; And (ii) loading and unloading operations of the same vehicles whether owned by the Seller and / or its Sellers or, without being owned by them, used by them.

The insurance policies contemplated should include that the contracting parties agree that the Buyer and its employees are considered third parties for all purposes of the guarantee covered by said Policies.

18.3 The formalization by the Seller of the insurance shall not, under any circumstances, prejudice the general liability assumed by the latter because of this contract.

18.4 The Seller shall also provide copies of all Policies referred to in this stipulation to the Buyer to be delivered to the Buyer within one week of signing this Agreement.

18.5 The Seller is responsible for ensuring that its Sellers are covered by all the above-mentioned insurance, so it assumes all responsibility that may arise from its inexistence or insufficient coverage.

18.6 The amounts of damages or accidents up to the value set in the franchises of the Policy, will be borne by the Seller. .

18.7 None of the Insurance referred to in this provision shall in any way limit Seller's liability in accordance with contractual and legal obligations. Therefore, the Seller will respond to the damages produced even if they exceed the maximum coverage provided in those policies.

18.8 Policy covering the liability derived from the transportation of the materials covered by the Contract, whether performed by the Seller or by a third party, duly insured.

18.9 General Civil Liability Policy for damages to third parties in the execution of their activity, in which their employees are insured. The exemptions provided for by this insurance shall be at the sole expense of the Seller and, where applicable, its subcontractors.

19. Industrial and Intellectual Property Rights.

(a) Seller warrants that the Manufacturer owns the Industrial or Intellectual Property Rights necessary to use, sell the Products and license its use.

(b) Seller warrants that Products delivered to Buyer will not infringe the rights of third parties, including trademark, patent, know-how, business secrets, trade names, information, documentation or any other Intellectual and Industrial Property Rights, the peaceful enjoyment of them by the Buyer through the installation and operation of the Products.

(c) Seller shall hold harmless the Buyer from any claims arising directly or indirectly from the breach of the obligations assumed by each of them in the preceding paragraphs and agree to pay the amount for which, as a penalty, fine, indemnity, damages, damages, interests, or losses directly or in its relations with third parties MINCATEC may suffer as a result of said claims.

(d) If the production work of any kind of supply carries with it research or development work that is fully or partially provided by MINCATEC, all resulting rights will revert to MINCATEC being the absolute property of MINCATEC

20. Waiver. The Supplier will accept full responsibility for the performance of the contract. MINCATEC's failure to comply with a contractual clause in order to force compliance with any condition of the Order shall not constitute a waiver or cancellation of that clause, and shall not relieve it of its compliance with MINCATEC's apparent tolerance of any breach by the Supplier, or the delay in exercising the rights derived from such breach, shall not be considered as a waiver by MINCATEC of the shares it has the right to exercise against the Supplier in respect of such breach or of any subsequent breach, of an identical nature or different.

21. Applicable Law. Either this contract or all contracts derived from it will be subject to French law. Any dispute that may arise between the parties regarding the interpretation or fulfillment of the respective obligations shall be vested in the Courts of Paris city, expressly waiving any other forum that may correspond to the parties.

22. Documentation and Records Documents must be controlled and distributed to the points of use, ensuring that their current versions are available. Supplier-generated documents must be approved for adequacy prior to issuance. The supplier must attach all the necessary documentation to the products to demonstrate and certify that they comply with the required parameters and specifications (for example, certificates of conformity, test reports, etc.). Likewise, any deviation that had been agreed should appear. Records recorded to provide evidence of conformance to requirements must be identified, stored, protected, and retained, and be readily retrievable. The supplier will keep, during the operational life of the product plus five years, the records related to its conformity and airworthiness, and for at least ten years, the rest. The documents and records will be available for review by MINCATEC, its clients or representatives and authorities.

23. Environmental protection The Organization recommends to its suppliers, both compliance with applicable environmental regulations, and the use of the best means and practices to prevent and, when appropriate, correct actions that adversely affect the conservation of the environment. Any specific requirements of the environmental regulations can be reflected in the order.

24. Supplier staff qualification

24.1. Supplier staff just as well as company subcontracted for them that perform works related with product quality should be competent based on appropriate education, training, skills, and experience.

24.2. In case that such works are included as special processes, it must have the corresponding certification to perform these activities, issued by an accredited entity.

25. Quality policy

25.1. The supplier will be obligated to develop, apply and comply with a Quality Management System compliant with UNE-EN-ISO 9001 in force. It will be valued very positively at the time of choosing it that meets the UNE-EN-ISO 9100 and UNE-EN-ISO 14001 standards.

25.2. In case that the supplier has not a Quality Management System it will assume Quality System of the Organization applying the procedures and templates that the Organization indicate.

25.3. The supplier must advice of these obligations related to Quality Management to its subcontracted companies.

26. Compliance with anti-bribery & corruption / anti money laundering legislation

Each Party shall, at its own cost, comply (and shall ensure that its directors, officers, agents, employees, and its Affiliates) comply with any ABC/AML legislation and with its obligations under this Clause. Customer shall provide to Seller any information that Seller may reasonably request

Each Party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such Party or such Affiliate) has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "Improper Benefit").

The Parties hereby agree that if, in relation to this Agreement, a Party is found guilty of, or admits to, or enters a settlement relating to, in each case, granting or receiving an Improper Benefit further to legal proceedings under any Applicable Legislation in respect of an Improper Benefit, the other Party may terminate all or part of this Agreement without any liability towards the first Party.

Each Party undertakes that it will not, until such time as all of such Party's obligations hereunder have been discharged in full, pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

27. Respect of human rights.

27.1. Prohibition of child labour and forced labour: Seller warrants that they do not employ or allow child labour or forced labour practices at any stage of their supply chain.

27.2. Gender equality and non-discrimination: Seller ensures the provision of equal opportunities in terms of recruitment, remuneration, training, and promotion, regardless of gender, race, religion, sexual orientation, etc

28. Labor Conditions:

28.1. Living wage: Seller warrants that they pay their employees at least a wage that allows them to meet their basic needs.

28.2. Health and safety at work: Seller provides safe and healthy working conditions, in compliance with local regulations and international occupational safety standards