

**1. DEFINITIONS**

- 1 BUYER: Company that issues the Order to cover its own needs or those of its Clients under a contractual relationship.
- 2 PURCHASE AGENT: Person in the Purchasing Department of the Purchaser, authorized to issue Orders.
- 3 SUPPLIER: Company that supplies the Products object of the Order.
- 4 CLIENT: Company that maintains a contractual relationship with the Buyer and that motivates the emission of Orders.
- 5 ORDER: Document made by the Buyer or its Purchasing Agents, which specifies the Products that the Supplier must supply or make and all or part of the particular conditions of purchase.
- 6 PRODUCT: Tangible element to be delivered (such as equipment, materials, tools, documents, etc.) or intangible element (such as work to be performed and/or services to be rendered).

**2. OBJECT OF THE ORDER**

- 1 The object of the Order, as well as the rest of the contractual documentation, shall consist of the purchase by the Purchaser of Products under certain technical and quality specifications, together with all the documentation necessary for their legalisation, start-up, operation and maintenance, supplied or lent by the Supplier in exchange for a certain price and within a certain delivery period.

**3. ACKNOWLEDGEMENT OF ORDER RECEIPT**

- 1 Within a maximum period of fifteen days from the date of notification of the Order, the Supplier shall acknowledge receipt of the same, returning a signed and stamped copy to the Purchasing Agent or to the Purchaser's office that created the Order, giving its complete conformity to the same.
- 2 If the acknowledgement of receipt contains any modification or reservation to the General or Specific Conditions of the Order, these will be considered null and void unless explicitly and in writing accepted by the Buyer.
- 3 Any modification or derogation to these General Conditions of Purchase must be expressly stipulated in the Order or in its Particular Condition.
- 4 The delivery of Products (tangible or intangible) without having acknowledged receipt of the Order, implies the acceptance without reservations of all the stipulations contained in the contractual documentation.

**4. CONTRACTUAL DOCUMENTATION**

- 1 The Order with the Particular Conditions and its Annexes, the Standards, Technical Specification, Delivery Plan and General Purchase Conditions are the only valid contractual documents to regulate the relations between the parties and render null and void any provision contained in the Supplier's offer and in the documentation preceding the issue of the Order. The mere quotation of the Supplier's offer in the Order or Attachment documents does not modify this clause.
- 2 The Order and its Annexes, as well as any revisions, additions or modifications thereto, shall only be valid if they are issued by Purchasing Agents of the Purchaser or a person with sufficient powers granted by the Purchaser.
- 3 The Buyer may disregard, consider void, not issued or not bound by it in any way whatsoever, any Order which, even if made on its behalf, has been made by third parties, or Departments or sections of its business, other than that of Purchasing, or by persons without powers granted, or without the written approval of any of the latter.
- 4 In the event of a contradiction between the contractual documents, what is indicated in the document that occupies a previous place in the aforementioned relationship shall prevail.

**5. DELIVERY TIME**

- 1 The delivery times will be those established in the contractual documentation. If not specified, the Supplier shall obtain in writing from the Purchaser the delivery dates or a specific shipping order before making any delivery.
- 2 The Purchaser reserves the right to accept early deliveries.

**6. DELIVERY TERMS**

- 1 The delivery conditions will be those established in the contractual documentation. In any case, delivery of the Products shall be made to the place indicated by the Buyer and to the personnel designated by the Buyer in writing or duly accredited personnel of the Buyer.

- 2 The Products covered by the contractual documentation must comply with all the specifications defined therein and with the standards and legislation in force up to the delivery of the Product.
- 3 Deliveries shall be accompanied by a Delivery Note detailing the Products delivered and any other information required in the contractual documentation.
- 4 The Purchaser may refuse supplies by simple letter, fax or electronic means in the event of failure to meet the delivery deadline, non-agreed partial or incomplete quantities, deteriorated Products, or failure to comply with technical specifications. Any refused delivery shall be returned to the Supplier at its own expense, at its own risk, within eight days of notification of refusal of delivery.

#### **7. PACKAGING AND BRANDS**

- 1 The Products shall be packaged by the Supplier with suitable protection appropriate to the contents and in such a way as to enable their handling, transport and storage under warranty and in accordance with good practice. In any case, the Supplier shall be liable for damages resulting from defective or inadequate packaging.
- 2 All equipment and materials shall be properly marked and labeled for proper and easy receipt.

#### **8. TRANSPORT**

- 1 The transport will be carried out in accordance with the contractual documentation. If it is not specified, it will be for the account of the Supplier until it is delivered on site, and in this case it will take care to do so in the best conditions of safety and speed.

#### **9. SST, QUALITY, ENVIRONMENT AND ENERGY**

- 1 The Supplier shall strictly comply with the applicable legal requirements in the areas of Occupational Health and Safety, Environment, Industrial Safety and Energy Management, as well as with the project or service requirements relating to this order.
- 2 The application requirements, derived from the application of the GIS Management System and the project or services object of the order, will be informed from the corresponding department. The policies of the company are available for consultation on the web: <https://masagrupo.com/>
- 3 Documentation relating to Prevention Plans, Health and Safety, Quality or Environmental Management application, will be considered, contractual documents.
- 4 In order to carry out special processes, it is obligatory to provide evidence of the competencies and qualifications of the personnel required according to the applicable standard/procedure, as well as in work subject to Industrial Safety Regulations.
- 5 The Supplier shall be responsible for the quality controls, tests and trials necessary to ensure the quality of the Product and those specified in the contractual documentation. Therefore, the personnel assigned to carry out the established controls must have the necessary skills. The Supplier shall notify the Purchaser at least one day in advance of any trial and test it intends to carry out. Certificates justifying tests, controls and trials shall be at the disposal of the Purchaser and/or its representatives.
- 6 The Purchaser reserves the right to inspect at no additional charge the manufacture, testing and performance tests of the Products covered by this Order; for this purpose, access to the workshops and offices of the Supplier and its sub-suppliers shall be provided. The Supplier shall provide the necessary elements for the measurement, control or tests that the Purchaser's inspection wishes to carry out to check the quality of the Products.
- 7 Whether or not the Purchaser attends the controls, tests and trials or supervises the quality control shall not relieve the Supplier of its responsibilities with regard to the quality of the Products.
- 8 Upon completion of the order or service the Purchaser shall make an assessment of performance, considering aspects of compliance with deadlines, price, quality, OSH performance, environmental and energy efficiency.
- 9 The supplier shall provide the Buyer with information on the environmental performance of the products, providing certificates of raw materials used and recyclability of the products delivered.
- 10 The Supplier undertakes to comply, specifically for the execution of this contract, with all environmental regulations applicable to it within its activity.
- 11 By means of this clause, the third party and/or Business Partner undertakes to fulfil, specifically for the execution of this contract or order, all environmental regulations that may be applicable to it in the course of its activity, including the Environmental Guidelines of VINCI.

#### **10. ACCEPTANCE OF SUPPLY**

- 1 The Order shall be completed when the Supplier delivers and the Purchaser receives not only all the Products specified in the Order but also drawings, test protocols, parts lists, user manuals, instruction books, recommended spare parts lists with their prices and any documents and obligations specified in the contractual documentation or which form part of the subject matter of the Order.

**11. WARRANTIES**

- 1 The Purchaser may request from the Supplier, in the contractual documents, the constitution of a bank guarantee considered sufficient by the Purchaser, in order to guarantee in advance the fulfilment of the Order. Unless otherwise specified, the return shall take place, if applicable, upon acceptance of the supply.
- 2 The Supplier guarantees that its Products comply with the technical specifications of the contractual documentation and with the applicable regulations and legislation.
- 3 The Supplier warrants its Products against all defects in design, materials and workmanship for a minimum period of one year from the commissioning of the materials and equipment, or eighteen months from delivery of the Products, whichever is shorter.

**12. INSURANCE**

- 1 In the event that it is requested in the contractual documentation, the Supplier shall underwrite the insurance policies specified with a company of recognized prestige, and shall accredit it at any time the Purchaser may request it. In any case, the insurance taken out shall not constitute a limit on the Supplier's liability.

**13. PRICES**

- 1 The prices include everything that is the subject of the contractual documentation and everything that the Supplier has to provide or carry out for its fulfilment, with no exceptions other than the concepts or services that have been expressly excluded.
- 2 The prices shall be considered fixed and non-revisable and shall include the interest for deferment of payment that the Supplier has deemed necessary
- 3 An increase in prices over those indicated in the Order will not be allowed, unless previously authorized in writing by issuing and acknowledging receipt of a review of the Order.
- 4 Prices shall be understood to be for Products placed at the place of delivery and shall include packaging, eventual storage, loading and transport.
- 5 Prices include all present and future taxes, charges, levies, fees and charges, with the exception of Value Added Tax, or tax of a similar nature, which will be shown separately as a separate item.
- 6 The Supplier undertakes to accept the variation, in more or in less, of the quantities indicated in the Order in a global amount of up to 20% of the total, without this leading to any variation in unit prices or giving him the right to claim compensation of any kind.

**14. INVOICING**

- 1 Unless expressly agreed, a single invoice will be issued for the fulfilment of the whole object of the Order and the rest of the contractual documentation.
- 2 When according to the contractual documentation the Buyer accepts partial invoices, all of them must be drawn up establishing the valuations at origin, indicating what has already been invoiced and deducted and thus determining the amount corresponding to the outstanding balance.
- 3 Invoices will be sent to [facturas@masagrupo.com](mailto:facturas@masagrupo.com) a PDF for each invoice, only original and without attached documentation.
- 4 Invoices will not be accepted and will be returned:
  - a. If the Supplier has not previously delivered to the Purchaser the acknowledgement of receipt of the Order and/or its revisions if any.
  - b. If the invoices do not comply with the legally established requirements.
  - c. If the invoices do not indicate the Order number, BO number, delivery note numbers of the Products (or dates of provision of services).
  - d. If Products not included in the contractual documentation are invoiced.
  - e. If Products are invoiced at different prices or in quantities or measurements greater than those indicated in the contractual documentation.
  - f. If the partial invoices do not contain the valuations at origin and already invoiced.
  - g. If the invoices are sent to an address other than that indicated in the contract documentation.

- h. If the invoices correspond to several Orders.
- i. If the Supplier does not have in its possession the contractual documentation or does not have a valid Order.
- j. If the invoices have a date of issue prior to the date of issue of the Order.

**15. PAYMENT**

- 1 Invoices shall be paid within the time limits indicated in the contractual documentation.
- 2 Invoices shall be paid only if all invoiced items are included in the Order and if the Purchaser possesses the documents proving that the Products have been received in accordance with the contractual documentation.
- 3 SUPPLIER: Company that supplies the Products that are the object of the Order.
- 4 When advance payments are made to the Supplier, whatever the cause, the Supplier must in any case provide a sufficient bank guarantee in the opinion of the Purchaser, which guarantees such delivery until the time when the advance was absorbed or the risk exceeded.

**16. GUARANTEES AND SURETIES**

- 1 En caso de que en la documentación contractual se determine que el Proveedor deba entregar un aval bancario, éste será emitido por una entidad aceptable para el Comprador. En el texto del aval deberá indicarse expresamente su carácter irrevocable, excluyendo los beneficios de división, orden y exclusión, su carácter de garantía a primera demanda y su periodo de validez, de acuerdo con la garantía convenida.

**17. PENALTIES**

- 1 Delivery times are an essential part of the Order. Except for reasons of force majeure, in case of delay in the defined delivery dates, the Buyer reserves the right to apply a penalty of 2% per week of delay or fraction, up to a maximum of 10%, which will be applicable on the total amount of the Order. However, if the direct or indirect damage caused to the Buyer as a result of the delay can be quantified, and if the damage is greater than the penalties calculated in accordance with the provisions above, the Buyer may choose to claim the corresponding compensation.
- 2 If the delay in delivery is such as to entitle the Buyer to the maximum penalty, and the Products remain undelivered/loaned, the Buyer may denounce the total or partial completion of the Order.
- 3 Should the Supplier fail to comply with any of the specified General or Specific Purchase Conditions, the Purchaser may apply a penalty of up to 10% of the total amount of the Order.

**18. TAXES**

- 1 All taxes, levies, fees and charges derived from the execution of this Order, as well as the expenses derived from its possible elevation to public deed, will be for the account of the Supplier, except those that correspond to the Buyer according to the legislation in force.

**19. ASSIGNMENT AND SUBCONTRACTING**

- 1 The Supplier may not assign or transfer to third parties the Order, or any of the obligations and rights arising therefrom, without the prior written consent of the Purchaser.
- 2 The Supplier may not subcontract the execution of all or part of the Order without the prior written consent of the Purchaser.

**20. GUARD AND CUSTODY**

- 1 The Supplier shall be responsible for the safekeeping and custody of all material, accessories, machinery, tooling and/or tools that the Purchaser has assigned to it for the fulfilment of this Order, and the Supplier shall reimburse the Purchaser for their value in the event of loss, theft or deterioration. Likewise, the Supplier is obliged to subscribe as many public or private documents as the Buyer considers necessary in recognition of such circumstance and obligations derived from said deposit. The Supplier must oppose any action that third parties intend to take on these elements, as if they were its property (such as seizures, inclusion in tendering proceedings, etc.) and must also notify the Buyer as soon as possible, so that the Buyer can assert what is appropriate in defense of its right.

**21. SUSPENSION OF THE ORDER**

- 1 If, for any reason, the Purchaser considers it necessary or is obliged to request the temporary suspension of the Order, it shall notify the Supplier in writing, specifying the cause and its temporary estimate, and all supplies and/or work shall be immediately interrupted.

**22. ORDER RESOLUTION**

- 1 The Order may be resolved by the simple written agreement of the parties, with the effects established therein, or by reliable communication from the Purchaser to the Supplier, without the latter being able to claim any compensation, in the following cases:
  - a. The extinction of the legal personality of any of the parties.
  - b. The total or partial breach by the Supplier of any of the clauses of the contractual documentation.
  - c. The lack of technical, labour, or economic capacity of the Supplier observed during the execution of the Order.
  - d. Failure to rectify defects in Products delivered.
  - e. Having reached the maximum penalty for delays in deliveries.
  - f. The termination of the contract between the Customer and the Buyer.
  - g. Failure to comply with Labor Obligations, Tax Obligations, Environmental Obligations or Health and Safety Regulations.
  - h. Bankruptcy, suspension of payments or insolvency of any of the parties, without prejudice to the rights and actions that each may undertake.
  - i. Failure to present the bond defined in the contractual documentation within the time limit, if required.
  - j. The transfers, assignment, transfers or sublease, in whole or in part, of the contractual obligations, without the prior written consent of the Buyer.
  - k. The disclosure of confidential documents or advertising and reference to the business relationship between Supplier and Purchaser, without the prior written consent of the Purchaser.

**23. SECURITY**

- 1 All commercial, technical or economic information related to the contractual documentation associated with this Order shall be of a confidential nature. The Supplier may not disclose such confidential information to third parties without the prior written consent of the Purchaser.

**24. ADVERTISING AND IMAGE**

- 1 The Supplier must request express prior written authorization to advertise and refer to its business relations with the Purchaser arising from this Order and to use the Purchaser's brand, logo or name on any advertising medium.

**25. DATA PROTECTION**

- 1 Both parties undertake to comply with current legislation on the Protection of Personal Data, in carrying out the processing of data necessary for the execution of the Order. In the event that one of the parties violates such legislation, the other will be released from any administrative or civil liability that may arise from its breach.

**26. SOCIALCORPORATIVE, ETHICAL, TRANSPARENCY AND CODE OF CONDUCT RESPONSIBILITY**

- 1 The company's Code of Conduct, applicable to all stakeholders, is available on the website: <https://masagrupo.com/> , to any activity carried out, as indicated by the VINCI, in relation to Corporate Social Responsibility, Ethics, Transparency and Code of Conduct, information also available at: <https://masagrupo.com/>

**27. ANTI-CORRUPTION**

- 1 The parties agree that, by the effective date of the contract, neither they nor their directors, officers or employees will have offered, promised, delivered, authorized, requested or accepted any undue advantage, economic or otherwise (or implied that they will or could do so at some future time) related in any way to the contract and that they will have taken reasonable steps to prevent sub-contractors, agents or any other third party subject to their control or determinant influence from doing so.
- 2 The parties agree that, at all times in connection with the contract, and throughout its term and thereafter, they will comply with, and take reasonable steps to ensure that their subcontractors, agents or other third parties subject to their control or determinant influence also comply with, the following provisions:
  - a. The parties shall prohibit the following practices at any time and in any form, in relation to international, national or local public officials, political parties, party officials or candidates for political office, and directors, officers or employees of a party, whether these practices are carried out directly or indirectly, including through third parties:

- i. Bribery is the offering, promising, delivering, authorizing or accepting of any improper monetary or other benefit or advantage for, through, or carried out by any of the persons listed above, or any other person, for the purpose of obtaining or retaining a business or any other improper benefit or advantage; for example, those relating to the award of contracts of public or private entities, regulatory permits, tax matters, customs or judicial and legislative proceedings. Bribery often includes:
  - (i) Sharing part of the payment of an awarded contract, whether with the government, party officials or employees of the other contracting party, or their relatives, friends or business partners.
  - (ii) Use intermediaries such as agents, subcontractors, consultants or other third parties to channel payments to government or party officials, or employees of the other contracting party, its relatives, friends or business associates.
- ii. Extortion or instigation to crime is the demand for a bribe or payment, whether or not accompanied by a threat in the face of a refusal to provide what is required. Any attempt at instigation or extortion must be rejected by the parties and they are encouraged to report such attempts through the formal or informal reporting mechanisms available, unless such reports are deemed counterproductive under specific circumstances.
- iii. Influence peddling is the offering or requiring of an undue advantage for the purpose of exerting actual or supposed improper influence over a public official for the purpose of obtaining an undue advantage or benefit for the instigator of the act or for any other person.
- iv. Laundering of the proceeds of the foregoing practices is the concealment or concealment of the illicit origin, source, location, disposition, movement or ownership of property, with knowledge that such property is the proceeds of crime.

**“Corruption” or “Corrupt Practice(s)”**, including bribery, extortion or incitement to crime, influence peddling, and laundering the proceeds of these practices.

- b. In relation to third parties under the control, or subject to determinant influence of a party, including but not limited to agents, business development consultants, sales representatives, customs agents, general consultants, resellers, subcontractors, franchisees, lawyers, accountants or similar intermediaries, acting on behalf of the party in connection with marketing or sales, in negotiating contracts, in obtaining licenses, permits or other authorizations, or in connection with any action benefiting the party, or as subcontractors in the supply chain, the parties must instruct them not to engage in or tolerate any act of corruption; not to use them as a conduit to commit any act of corruption; to engage them only to the extent necessary for the normal conduct of the party's business; and not to pay them more than appropriate remuneration for the services legitimately provided to them.
- 3 If one of the parties, as a result of the right to perform a contractually agreed audit, if any, of the accounting books and financial records of the other party, or otherwise, provides evidence that the latter has been involved in a material or repetitive breach of paragraphs 2.a. and 2.b. above, it shall notify the latter accordingly and require it to take the necessary corrective action within a reasonable time and to inform it of such action. If the latter party fails to take the necessary remedial action, or if such action is not possible, it may invoke its defense by proving that at the time the evidence of non-compliance(s) arose, it had put in place adequate anti-corruption preventive measures, tailored to its particular circumstances and capable of detecting corruption and fostering a culture of integrity in its organization. If corrective action is not taken or, as the case may be, the defense is not effectively invoked, the first party may, at its discretion, suspend the contract or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the contract shall continue to be payable to the extent permitted by applicable law.
  - 4 Any entity, whether an arbitral tribunal or other dispute resolution body, that pronounces itself in accordance with the dispute resolution provisions of the contract shall be entitled to determine the contractual consequences of any alleged breach of this Clause.

## **28. ANTITRUST**

- 1 The third party and/or business partner declares to have received and understood the COBRA SCE code of conduct for business partners in order to adhere to its content and comply with its provisions.
- 2 The third party and/or Business Partner declares that it promotes the defence of the free market and institutes a culture of compliance with Antitrust Law. It specifically declares zero tolerance of non-compliance with Antitrust rules by its employees, directors and representatives. Subject to the duty of secrecy applicable to antitrust sanctioning procedures, the third party and/or Business Partner hereby declares:
  - i. That it has not been the subject of an inspection or is currently undergoing a preliminary investigation or proceedings by a competent authority for commissioning a breach of Antitrust Law.
  - ii. That it has not been penalised for the commissioning of a serious or very serious breach of Antitrust Law in the last 10 years.



iii. That it has received and understood the full contents of the General Protocol for Compliance with Antitrust Law of COBRA SCE, in order to adhere to its contents and to comply with its provisions.

- 3 Additionally and for the duration of the business relationship, should a court judgement confirming the commissioning of a very serious breach of Antitrust Law become final, it shall be grounds for termination of the contract. If the third party and/or Business Partner is penalised during the period of the business relationship, it undertakes to report this circumstance as soon as possible and in any case, within a maximum of 5 days.

## **29. CHARTER OF BUSINESS RELATIONS WITH SUBCONTRACTORS (VINCI)**

- 1 The VINCI Charter of Business Relations with Subcontractors, available on the website <https://masagrupo.com/> shall be applicable in contracts and/or orders signed with subcontractors. The third party and/or Business Partner undertakes to assume the commitments included in this Charter and to ensure its correct application.

## **30 HUMAN RIGHTS**

- 1 By means of this clause, the third party and/or Business Partner declares that their internal organisation is equipped with sufficient measures to prevent, handle and mitigate the commissioning of any conduct that entails a breach of human rights as stated in the United Nations' Universal Declaration of Human Rights, committed with the means of or under the company itself and/or via any natural person who is a part of it. For the purposes of the above paragraph, the third party and/or Business Partner hereby declares that it is aware of the VINCI Human Rights Guide (published on the corporate website at <https://www.vinci.com> ) and the Due Diligence Policy of Human Rights of MASA, and it undertakes to respect and apply its provisions in the execution of the business relationship and to report any breach of their compliance through the Ethics Channel of MASA or COBRA SERVICIOS, COMUNICACIONES Y ENERGIA, S.L.U., which is available on the corresponding company website. Likewise, in the event that the third party and/or Business Partner subcontracts part of the activities that are the object of the business relationship, it shall in turn ensure that these subcontractors comply with the provisions of this contract, with regard to all the aforesaid requirements that are applicable, as well as other rules of the COBRA SCE Group that, where appropriate, may be applicable to them.

## **31 RESPECT FOR LEGALITY AND GOOD COMMERCIAL PRACTICE**

- 1 The Supplier undertakes and guarantees that the company, its personnel, advisors or collaborators will provide their services with absolute respect for the laws, judicial resolutions or any public authority applicable to the Project and its services, as well as in accordance with good international commercial practices and customs.
- 2 The Supplier shall indemnify the Masa Group from any claim, damage or harm that it may suffer as a result of the Supplier's failure to comply with its obligations and guarantees provided for in this Agreement. Likewise, the Supplier shall keep Masa Group punctually and fully informed about the content of the laws and judicial resolutions or of any public authority that are applicable and whose compliance must be observed or known.
- 3 El contenido de este documento no presupone en ningún caso autorización ni expresa ni tácita al Proveedor por parte del Grupo Masa para utilizar métodos no legales para la obtención o conservación de contratos, obras o cualquier otro beneficio. En caso de incumplimiento por el Proveedor de esta cláusula, éste asumirá en exclusiva cualquier responsabilidad en que se pudiera incurrir por infringir el Convenio de la Organización de Cooperación y Desarrollo Económico (OCDE) de lucha contra la corrupción de agentes públicos extranjeros en las transacciones comerciales internacionales, firmado el 17 de diciembre de 1997, o cualquier otra legislación similar existente bien en España, en la Unión Europea o en el Territorio, manteniendo indemne y preservando expresamente al Grupo Masa de cualquier responsabilidad en que éste pudiera incurrir derivada de la contravención por parte del Proveedor de lo pactado en esta cláusula.
- 4 Contractual documentation in its entire scope of application and all relations derived therefrom shall be governed by and construed in accordance with Spanish law.
- 5 For any claim arising from this Order, both parties, waiving their own jurisdiction, expressly submit to the Courts and Tribunals of the city of Madrid.