

## GENERAL PURCHASE CONDITIONS

- 1. CONTRACTUAL DOCUMENTS**– The existing legal relationship between the company or companies indicated in the document attached to these general conditions (hereinafter the Client) and the natural or legal person who undertakes to provide goods or a service to any of these (hereinafter the Provider) is regulated by contract that has been specifically signed by the parties for these purposes (hereinafter the Agreement).

Moreover, or in the case of an agreement not existing, the terms and conditions established in the order document (hereinafter the Order) shall apply. In any event, the Order shall consist of these general conditions (for these purposes the General Purchase Conditions) along with the data that appears in the attached document (the Operation Data) and, where appropriate, the particular conditions that may have been recorded in that document, or that may be attached (hereinafter the Particular Conditions). In the event of contradiction between the different documents stated above, the order of priority shall be as follows: (i) the Agreement, (ii) the Particular Conditions, (iii) the Operation Data and, lastly (iv) the General Purchase Conditions. The documents mentioned constitute a full, sole agreement between the Provider and the Client, so any amendment to those documents must be recorded in writing and be signed by both parties. The general sale conditions printed in the Provider's documents regarding which no written acceptance has been given shall not be considered to be agreed.

- 2. ACCEPTANCE OF THE ORDER** –Commencing execution/shipment of an Order implies acceptance of all its clauses without reservations.

In the case of disagreement by the Provider with any term or condition of the Order, the Client must be informed of that circumstance prior to commencing its execution/shipment, to agree the new conditions applicable if appropriate.

- 3. PRICES** – The prices specified in the Order have been set according to their offer. The financial expenses that the Supplier may incur are included in the agreed prices. The Supplier expressly accepts and acknowledges that such circumstance has been taken into account for the negotiation and establishment of the finally agreed prices. Likewise, the aforementioned prices include the interests derived from the deferral of payment from the date of the invoice until its payment by part of the Client, on the dates and conditions referred to in the following clause "Billing and Payment".

In the case of delivery of any item, the prices indicated in the Order are final for the material dispatched to delivery location, shipping paid, and with the usual packaging for domestic trade, so they shall not allow increases on the prices stated.

- 4. BILLING AND PAYMENT**– All the invoices must record the Client Order number and the description of the products or services in all the necessary detail, as well as the amount, unit price, total price, value added tax (V.A.T.) or Canary Islands Sales Tax (I.G.I.C.), as well as any other tax or levy they may attract. Likewise, and where appropriate, all invoices shall record the applicable tax deduction and withholding.

The invoices, that in all cases must comply with the legal requisites and the terms set forth in this clause, must be sent to the email indicated on the Order.

In the case of services being provided, they shall be sent with the frequency agreed. Any unjustified delay in receipt of invoices shall affect the agreed term for payment proportionally.

Unless something has been agreed otherwise. Payment by the Client to the Supplier will be made by confirming, which will be delivered within the first sixty (60) days from the date of receipt of the invoice.

- 5. DELIVERY** – In the case of goods delivered, the Provider must deliver the Client the products requested at the address stated in the Order. In the case of services, these shall be provided pursuant to the terms agreed between the parties and their nature. In both cases, the delivery must be made on the date or dates agreed between the Client and the Provider.

The Provider must deliver the Client the delivery slip or work certification document that justifies delivery of the products or provision of the services. Both documents must bear the name and T.I.N. of the Provider, the Order number, description and amount of products or services.

The products delivered must be adequately packaged according to their characteristics and the means of transport to be used, in order for the Client to receive them in optimum conditions. The Provider must include a packing list with each parcel, inside and on the outside. The product shall not be considered delivered until the Provider has delivered the documents stated in the Order, or any other that are necessary for the Client to be able to make use of the articles ordered.

In any event, the products or services must be delivered according to the specifications of the Order. The Client may reject deliveries that do not comply with the Order or that are made in a different manner to that agreed. Any expenses generated by returns that, according to the foregoing, are due to the Provider, shall be borne by it, and the Client shall be waived any liability related to that particular. The Provider must withdraw any kind of identification or sign related to the Client from the products returned.

The Provider shall be held fully liable and shall bear the relevant risk of any damages to the products until they are delivered.

- 6. DELAY** – In the case of delay in delivering the products or services requested, the consideration of the Order shall be subject to the penalties recorded in the Agreement or in the Particular Conditions.

- 7. CONFIDENTIALITY BY THE PROVIDER** – Any information, whatever its nature (technical, commercial, financial, operational or otherwise), in any form or medium (verbal, written, recorded or otherwise) that may be provided by the Client or accessed as a result of the contractual relationship shall be considered Confidential Information in the terms provided in Law 1/2019 of Business Secrets.

The Provider undertakes to maintain secrecy and not to disclose, reveal or transmit, in whole or in part, directly or indirectly, the Confidential Information, nor to use the same for its own benefit or for the benefit of third parties. Likewise, the Supplier undertakes to adopt the appropriate measures to ensure confidential treatment of the Confidential Information. To this end, it undertakes, among others, to: use the Confidential Information exclusively for the purposes for which it is communicated, restrict access to the Confidential Information only to those employees who need it, use procedures or mechanisms to control the use of the Confidential Information, not provide access to the Confidential Information to third parties, whether natural or legal persons, without the prior consent of the other Party, communicate to the other Party any leakage of the Confidential Information of which it may become aware. The Supplier undertakes to inform and enforce its personnel of these obligations and assumes all responsibility for the use, disclosure or transfer to third parties of all or part of the Confidential Information that may have been in its possession or in the possession of any of its employees, advisors, consultants, subcontractors and any third party acting on its behalf or in its name and on its behalf. The Supplier and the personnel involved in the performance of the Order shall keep the due confidentiality and secrecy of the facts, information, knowledge, documents and other elements

to which it has access due to the development of the work, without the Supplier being able to keep copies or use them for any purpose whatsoever, otherwise incurring the liabilities provided for in the legislation in force.

At the Customer's request, the Supplier shall immediately destroy or return all Confidential Information, to which it may have had access, regardless of the mode or medium in which it may be found.

8. **INFORMATION SECURITY-** In the event that, as part of the provision of services, the Supplier has to process CLECE and/or subsidiary company information, or, where appropriate, that of its customers, the Supplier undertakes to have and apply the necessary technical and organizational measures to guarantee the Confidentiality, Integrity and Availability of this information and undertakes to adhere to the guidelines established in the Information Security Policy available on the Clece website ([www.clece.es/es/personas/integridadyconducta](http://www.clece.es/es/personas/integridadyconducta)).
9. **DATA PROTECTION--** In the event that within the framework of the provision of the services the Supplier has to process personal data on behalf of the Client, the Supplier undertakes to assume the obligations as data processor established in art. 28 of the RGPD and, in particular, undertakes to notify the Client without undue delay of any breach of security of personal data that may occur and that has or may have an effect on the personal data to which the Supplier has access as a result of the service provided. For these purposes, the e-mail address [rgpd-clece@clece.es](mailto:rgpd-clece@clece.es) is established as a contact point.
10. **THE ENVIRONMENT** – The Provider shall consider strict fulfilment of the legal environmental requisites established in the different jurisdictions, European, State, regional and municipal, from time to time. When the Order implies delivery of goods where the Provider has to make a request for materials and/or substances considered hazardous by the current regulations, present or future, it must send a copy of the Technical and Safety File of each product, as well as the documentation related to this (CE marks, product manuals, etc.). In any case, the Provider shall be held liable for any legal breach that may give rise to bad environmental management that may affect execution of the Order. The Supplier is also informed that energy efficiency is a criteria taken into account when purchasing products, equipment and services
11. **ETHICAL COMPLIANCE, PREVENTION OF CRIMINAL RISKS, ANTI-BRIBERY AND COMPETITION MATTERS** – The Client has a Code of Conduct for Business Partners, as well as a Criminal Risk, Anti-Bribery and Defense of Competition Prevention Policy, and others Guiding Principles of the Organization that states, among other guidelines for action, its zero tolerance toward any offence being committed. By sending the order, the Provider accepts that it is willing to comply with the Client's Code of Conduct for Business Partners included in <https://www.clece.es/en/people/integrity-and-conduct/> the guiding principles of prevention of criminal liability and antitrust and the use, where appropriate, of the ethical channel for the communication of any irregularity detected in its relationship with the Client. When the order is sent, the Provider acknowledges and accepts the above documents and must act in keeping with the ethical principles and of zero tolerance set forth therein. The Provider undertakes to provide the Client the information that may be required for the purposes of reasonably determining that its action on the market complies with the guidelines and ethical principles adopted by it. Total or partial breach of the guidelines for conduct and commitments undertaken by the Provider in this point, as well as imprecision in the declarations made, or insufficient results in control and supervision carried out by the Client, may give rise to rescission or cancellation of the orders pending, as well as further purchase orders, without prejudice to the administrative, criminal and civil liabilities that may be applicable.
12. **FOOD SAFETY (APPLICABLE TO PROVIDERS OF FOOD PRODUCTS)** –The Provider undertakes to send all the updated information on the composition of the products supplied through their technical file, including the allergens declared on the labelling, if any change is made in their composition (especially if affecting allergens) or brand, as long as the Client is informed of this prior to the delivery, attaching the relevant technical file for acceptance or not. The products supplied shall be free of undeclared allergens (on the technical file or labelling), either by presence or possible traces. If necessary, the Client may request allergen analysis certificates.
13. **CORPORATE SOCIAL RESPONSIBILITY** - By dispatching the order, the supplier agrees to comply with the highest degree of commitment to the society, people and environmental sustainability, and to have the minimum conditions to achieve a safe and healthy work environment. Promoting freedom of collaboration, collective bargaining and a business strategy to deal with social aspects related to work, properly regulated rules in relation to the working hours, salaries, fight against discrimination and child or forced labor. Clece positively values the supplier's certification in the IQNET SR 10, EFR standard or its equivalent. Likewise, the supplier declares its commitment to effective equality between women and men within the company and the effective application of policies to achieve this principle, assuming equal treatment and opportunities without discriminating directly or indirectly on the grounds of sex.
14. **HEALTH AND SAFETY (APPLICABLE TO SUBCONTRACTORS, SERVICE PROVIDERS AND OUTSOURCING)-** Before starting any type of work for CLECE or subsidiary company, the provider declares responsibly that complies with all legal requirements regarding Labor Risk Prevention. Additionally it will be necessary to carry out the requirements that our company or management platform could request, and specifically:  
Subcontractors and service providers. Coordination of job activities
  - Risk assessment of the contracted activity
  - Information and training in Health and Safety for the workforce who will work for CLECE or subsidiary company.It will be mandatory to report immediately any accident or incident that their workers could suffer while carrying out the contracted tasks.  
Outsourcing:
  - Allow, upon request from CLECE or subsidiary company, to carry out any control visits to their own facilities, only regarding to the area of Labor Risk Prevention
15. **SUPPLIER EVALUATION** - Annually, Purchasing, Production and Administration Departments of CLECE and/or its subsidiary company, evaluates the supplier's management in accordance with our internal procedures. Rating the quality of the product, the term and the service received, with a positive evaluation for > 3 (5 being the maximum value). If <2 is obtained, a report is elaborated and the provider stops working.