

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASE ORDERS

These general purchasing conditions (the "**Purchasing Conditions**") together with the purchase order (the "**Purchase Order**") issued by HYDROGEN ONSITE, S.L. ("**H2SITE**") govern the terms and conditions applicable to the supply of the Equipment and provision of Services (as such terms are defined below) by the supplier (the "**Supplier**").

1. SCOPE

"**Scope**" means any Equipment and/or Services to be provided or rendered by the Supplier as identified in the Purchase Order and to which these Purchasing Conditions will apply.

2. EQUIPMENT AND/OR SERVICES

"**Equipment(s)**" means the process equipment (including packaging), internal components, spare parts, commodities and/or other items of equipment supplied, or to be supplied, by the Supplier and identified in the relevant Purchase Order.

Likewise, any additional equipment, spare parts, substitutions and/or Services which are also purchased and related to the Purchase Order and/or Specific Contract, shall be considered as an integral part of the Equipment even if they are not expressly identified in such Purchase Order and/or Specific Contract.

"**Service(s)**" means all those services related to process, computational fluid dynamics and/or finite element simulations, process and/or mechanical engineering, technical assistance and/or installation assistance related to any Equipment supplied or to be supplied by the Supplier or any authorised third party, as such Services are described in the Purchase Option and/or Specific Contract.

3. PRIMACY OF THE PURCHASE ORDER OVERRIDING THE SPECIFIC CONTRACT

"**Purchase Order**" means the order document that specifies the Equipment to be supplied and/or Services to be rendered by the Supplier within a specified time frame and to which these Purchasing Conditions shall apply.

In the event that H2SITE and the Supplier enter into a specific contract to govern the terms and conditions that will apply to the supply of the Equipment and/or the provision of Services by the Supplier (the "**Specific Contract**") and any the discrepancies arise between the Purchase Order, the present Purchasing Conditions and the Specific Contract, the prevalence shall be as follows: (i) the terms and conditions regulated in the Purchase Order; (ii) the present Purchasing Conditions; and (iii) the Specific Contract.

Furthermore, in absence of a Specific Contract signed between H2SITE and the Supplier, the Purchase Order, to which these Purchasing Conditions shall apply, shall have the nature of a contract and shall be fully binding between the parties.

4. APPLICABLE LAW

"**Applicable law**" means the laws of Spain, without regard to its laws conflict rules.

5. APPLICABLE JURISDICTION

"**Applicable Jurisdiction**" means, for the purposes of determining the invalidity of any clause or provision contained in these Purchasing Conditions, the Specific Contract and/or in the Purchase Order, the institutional arbitration of the Court of Arbitration of the Bilbao Chamber of Commerce - or whatever its future name may be - which is entrusted with the appointment of the arbitrator, or arbitrators, and the management of the arbitration in accordance with its regulations in force at the beginning of the arbitration.

6. VALIDITY

Any representations, promises or warranties not contained in these Purchasing Conditions shall have no validity, force or effect unless agreed in writing and signed by the Supplier and H2SITE. Furthermore, H2SITE reserves the right to amend these Purchasing Conditions upon written notice to the Supplier.

7. INVALIDITY

If any provision, clause or part thereof, or provision contained in these Purchasing Conditions is contrary to any other provision, clause or part thereof, unenforceable, invalid or in conflict with the laws or regulations of any Applicable Jurisdiction or prohibited by any Applicable Jurisdiction, such provision, clause or part thereof, shall become invalid, unenforceable and shall be removed to the extent contrary, invalid, in conflict or prohibited. The validity of the remaining provisions, clauses, or parts thereof, shall remain in full force and effect.

8. PRICE, PAYMENT METHOD AND EXPENSES

The parties agree that the prices set out in the Purchase Order are fixed, firm and non-revisable and include delivery charges and any other costs, including, but not limited to, transport, insurance and packaging costs, unless otherwise provided for in the Purchase Order and/or Specific Contract.

The Supplier warrants to H2SITE that the price invoiced for the required Equipment and/or Services is the lowest price it invoices to purchasers of similar Equipment and/or Services for quantities and in circumstances that are similar to those specified in the Purchase Order and/or Specific Contract.

It is understood that the value added tax (VAT) (or equivalent) shall be included in the price at the rate and in the manner stipulated under the applicable legislation. For clarification purposes, H2SITE shall not assume any liability towards the Supplier with respect to any other tax, fee, levy, contribution, or duty because of the Equipment and/or Services required. In the event that H2SITE is required to withhold a tax or charge under applicable laws or regulations, H2SITE may withhold and deduct such tax or charge from the price before payment is made to the Supplier.

The payment term and method shall be those stipulated in the Purchase Order and/or the Specific Contract.

The payment made by H2SITE shall not be deemed as a tacit acceptance by H2SITE that the supply of the Equipment or the provision of the Service is in accordance with the Purchase Order and/or Specific Contract. Similarly, payments made before acceptance shall be deemed to be conditional on acceptance and on account of the price.

H2SITE shall be entitled to deduct from the price any other amounts owed by the Supplier in favour of H2SITE.

9. LIABILITY

The Supplier shall indemnify H2SITE from and against any and all demands, claims, actions, damages, losses, settlements, liabilities and costs, including attorneys' fees incurred by H2SITE, for breach of the Purchase Order, these Purchasing Conditions and/or Specific Contract, whether in negligence, strict non-contractual liability or otherwise, in connection with the supplied Equipment and Services performed by the Supplier.

For this purpose, H2SITE shall be entitled to claim the repair or replacement of the Equipment supplied or correct execution of the Services, without any additional cost of the reinstallation of all the Equipment or those parts or pieces of the Equipment that H2SITE finds to be defective.

If, in the opinion of H2SITE, the repair or replacement of the entire Equipment or parts or pieces of the Equipment will not remedy a reclaimed deficiency of the Equipment and/or Services provided, H2SITE shall be entitled to claim any damages or harm that it may suffer, including direct or indirect, incidental or consequential damages in respect of the defective Equipment and/or Services.

10. OPERATION MANUAL AND SPECIFICATIONS

The Supplier shall be responsible for the delivery of all Equipment operation manuals, instructions, support in the performance of the Services and any other specifications to be provided to H2SITE for the correct operation of the Equipment and execution of the Services and shall indemnify H2SITE against any and all costs or expenses incurred due to any errors or mistakes made by the Supplier in the provision of the Service and/or the operation of the Equipment.

11. TIME AND PLACE OF DELIVERY

The place and time of delivery shall be as stated in the Purchase Order and/or Specific Contract. In any case, the delivery time indicated in the Purchase Order and/or Specific Contract shall be binding for the parties, once the Purchase Order and/or Specific Contract has been accepted by the Supplier.

The Supplier shall deliver all the Equipment and/or provide the Services, in the amount and in the place specified in the Purchase Order and/or Specific Contract, according with the INCOTERM DAP (*Delivery at Place*), being the Supplier fully responsible until the Equipment is delivered or the Services are provided to H2SITE at the time and place indicated in the Purchase Order and/or Specific Contract.

For clarification purposes, the Supplier shall be fully responsible of the risks, costs and expenses that may arise in relation to the shipping of the Equipment until the moment that it is placed at H2SITE's disposal at the time and place established in the Purchase Order and/or Specific Contract, including the costs of packing and crating, unloading of goods, taxes and/or customs that may apply, etc. and of any other costs that may arise from the execution of the Purchase Order and/or Specific Contract. Once the Equipment is at the place indicated in the Purchase Order and/or Specific Contract and at H2SITE's disposal, H2SITE shall be responsible for any additional shipping or unloading costs.

As far as the Supplier is required to provide documentation on testing of materials, test records, quality control, as well as any operation manual for the use of the Equipment, instructions, support

in the performance of the Services and any other specifications ("**Additional Documents**"), the delivery of the Equipment and/or provision of the Services specified in the Purchase Order and/or Specific Contract shall not be considered completed until the correct delivery of such Additional Documents, together with the rest of the Equipment and/or Services.

12. SPARE PARTS

In the event that H2SITE acquires additional equipment, replacement pieces, substitutions and/or Services, these Purchasing Conditions shall apply as if they had been purchased under the Purchase Order and/or Specific Contract to which they relate.

13. INSPECTION AND ACCEPTANCE

The Supplier warrants that it has inspected and tested the Equipment supplied and/or the Services provided for conformance with the Purchase Order and/or Specific Contract prior to delivery and that it will provide H2SITE, as far as possible, with any certificates of origin and/or test certificates necessary for the correct operation of the Equipment and proper performance of the Services.

H2SITE shall be entitled to inspect the Equipment and/or the correct performance of the Service within six (6) months after the delivery of said Equipment and/or performance of the Services at the location indicated in the Purchase Order and/or Specific Contract (the "**Inspection Period**"). After the Inspection Period has lapsed without H2SITE having submitted any written complaint to the Supplier, H2SITE shall be deemed to have accepted the Equipment and/or Services within six (6) months after delivery of the Equipment and/or performance of the Services to H2SITE at the location indicated in the Purchase Order and/or Specific Contract.

If the Equipment and/or Services do not comply with the Purchase Order and/or Specific Contract, H2SITE may submit a written request to the Supplier indicating that it does not accept them and, without prejudice to other rights, H2SITE may at its sole discretion require the Supplier (i) to comply with the Purchase Order and/or Specific Contract by promptly replacing or repairing, as appropriate, the rejected Equipment or correcting or remedying the Services provided; or (ii) to refund the full price paid by H2SITE.

In any case, and provided that the replacement or repair of the Equipment or correct execution of the Services entails a detriment to the development of the project executed by H2SITE to which the Purchase Order and/or Specific Contract belongs, H2SITE reserves the right to claim the corresponding penalties for delay in the delivery of the Equipment or execution of the Services.

During this Inspection Period, the Warranties stipulated in Clause 17 of these Purchasing Conditions shall also apply.

14. CLAIMS AND RETURNED EQUIPMENT

In the event of a claim made by H2SITE for non-acceptance of the Equipment and/or Services provided by the Supplier, no Equipment, component or particular material thereof, shall be accepted as a debt between both Parties when returned, without the prior written consent of the other Party, with the Supplier having to proceed to the full refund of the agreed amount, or proceeding to the corresponding repair or replacement, as stipulated in these Purchasing Conditions.

15. OWNERSHIP TITLE AND TRANSFER OF RISK

Ownership title to the Equipment supplied and/or Services rendered under the Purchase Order and/or Specific Contract, and any additions, substitutions, replacements and accessories thereto, shall be transferred in favour of H2SITE at the time of delivery of the Equipment at the location and on the date specified in the Purchase Order and/or Specific Contract.

The transfer of risk and ownership shall be conditional upon full acceptance of the goods, following quality checks during H2SITE's Inspection Period, for deliveries with installation and/or commissioning of the Equipment and, for Services, the transfer of risk to H2SITE shall take place at the time H2SITE issues its acceptance for the Services provided by the Supplier.

Once the Equipment and/or Services have been accepted by H2SITE, the Supplier warrants that the Equipment supplied can be sold by H2SITE to a third party customer with sufficient title of ownership.

16. CONFIDENTIALITY DUTIES REGARDING PRIVILEGED INFORMATION.

The Supplier shall keep and maintain the confidentiality of all Privileged Information understood as all commercial and technical information, including but not limited to, information relating to the constituent elements of the hydrogen production system, drawings, reports, operating conditions, integration of its various elements, functional requirements, etc., directly or indirectly made available by H2SITE in relation to the Purchase Order and/or Specific Contract, within the framework of the supply of the Equipment and/or provision of the Services (the "**Privileged Information**").

The Parties agree that the Privileged Information may not be subjected to analysis with the aim of knowing its chemical composition or formulation, or its physical structure, or to reverse engineering, nor may such actions be carried out by third parties, unless it is necessary for the execution of the Purchase Order and/or the Specific Contract and with the prior written agreement of H2SITE.

Privileged Information provided during the execution of the Purchase Order and/or Specific Contract shall not be copied or distributed to third parties, on paper, electronically or otherwise, without the exclusive consent of H2SITE.

The use of the Privileged Information shall be limited to the execution of the Purchase Order and/or Specific Contract so that neither party may make use of the Privileged Information for itself or for any external third party.

The disclosure of the Privileged Information shall not grant the Supplier any right or licence whatsoever over the Privileged Information. Furthermore, the Supplier shall not acquire any industrial and/or intellectual property rights over the Privileged Information received and all industrial and/or intellectual property rights that result directly or may arise from the Privileged Information shall be the exclusive property of H2SITE.

The Privileged Information is provided on an "as is" basis, and H2SITE makes no representations or warranties as to the adequacy, veracity, non-infringement of third party's rights, reliability, completeness, correctness or fitness for a particular use of the Privileged Information provided.

17. WARRANTIES

The Supplier hereby warrants, represents and undertakes to H2SITE that, for a period of twenty-four (24) months from the date of delivery in accordance with the Purchase Order and/or Specific Contract or twelve (12) months from the date of installation of such Equipment at the location indicated in the relevant Purchase Order and/or Specific Contract (the "**Warranty Intention Period**"), the Equipment will be supplied and the Services will be rendered:

- (i) Safely, efficiently, properly and in accordance with the reasonable instructions of H2SITE or of any person authorised on behalf of H2SITE;
- (ii) In accordance with industry best practice, specifications and all other standards or requirements notified and/or agreed with the Supplier;

In addition, the Equipment supplied and Services rendered shall:

- (i) Be of satisfactory quality and free from defects in material, manufacture and workmanship;
- (ii) Operate strictly in accordance with the specifications and all other requirements notified and/or agreed with the Supplier in the Purchase Order and/or Specific Contract;
- (iii) Be adequate for any specific purpose (provided that it is set out in the Purchase Order and/or Specific Contract) for which the Supplier was aware that the Equipment and/or Services would be used by H2SITE;
- (iv) Shall be conferred by the Supplier to H2SITE with full legal title and free of encumbrances;
- (v) The Equipment supplied and Services provided and any Additional Documents provided by the Supplier to H2SITE, as well as their possession, use, manufacture, packaging, sale and delivery by the Supplier and/or H2SITE, shall not infringe the intellectual property rights of any other person. In the event that the Equipment and/or Services are supplied together with third party products, these shall not be covered by the Warranty described herein, but the Supplier and H2SITE may agree to extend such Warranty to the extent provided by the third party;
- (vi) Has and shall have at all times all rights (including intellectual property rights), licences and approvals, permits or authorisations from governmental bodies, in each case necessary to perform its obligations under the Purchase Order and/or Specific Contract;
- (vii) Will not do anything or say anything (or omit to do or say anything) that is prejudicial, harmful or that adversely affects the name, image, reputation or business of H2SITE or any of its products or services;
- (viii) Any Equipment replaced or repaired by the Supplier under this Warranty shall be warranted for two (2) years in addition to the Warranty Intention Period from the date of replacement or the date of completion of the repair;
- (ix) Except as otherwise provided in the Purchase Order and/or Specific Contract, the foregoing is exclusive of all other warranties, express or implied, including those of merchantability or fitness for any purpose.

18. COMPLIANCE AND CODE OF CONDUCT

The Supplier acknowledges its awareness of H2SITE's Code of Conduct and commits to comply with all applicable laws at all times, as well as to adhere to the principles and values outlined in the Code of Conduct available at the following [\[link\]](#). The Supplier understands and agrees that H2SITE does not tolerate any form of regulatory non-compliance and commits to take all necessary measures to ensure compliance within its organization, including, if applicable, utilizing H2SITE's whistleblower channel.

The Supplier is also obligated to fulfill its duty of supervision, oversight, and control with respect to its employees, executives, or subordinates by implementing its own criminal risk prevention model within its organization or adopting internal controls to prevent, detect, and avoid the commission of any offenses that comply with all the requirements under Spanish criminal law to exonerate the legal entity from criminal liability.

Any breach of the aforementioned obligations by the Supplier will entitle H2SITE to terminate the Purchase Order and/or Specific Contract. The termination of the Purchase Order and/or Specific Contract for this reason shall follow the procedure specified in these Purchasing Conditions.

19. SUBCONTRACTING

The Supplier may not subcontract the execution of the Purchase Order and/or Specific Contract, in whole or in part, without the prior written consent of H2SITE. In the event of failure to obtain the required authorization, the Supplier shall not be recognized as an authorized subcontractor for any purpose whatsoever, and shall constitute cause for termination of the Purchase Order and/or Specific Contract.

The Supplier shall only request authorization in respect of subcontractors that, in its reasonable professional opinion, have the appropriate structure, material and human resources for the execution of the Purchase Order and/or Specific Contract. H2SITE shall not verify or validate any qualifications of the subcontractor when issuing an authorization, and the Supplier shall be fully liable directly to H2SITE for the acts, faults and negligence of any of the subcontractors, their agents and personnel and shall hold H2SITE harmless for any breach thereof, indemnifying H2SITE for any damage they may cause to H2SITE.

20. SEVERABILITY

The Purchase Order and these Purchasing Conditions, with their constituent documents, or in its absence, the Specific Contract constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes and cancels all previous negotiations, commitments, covenants, communications, whether oral or written, understandings and agreements relating to the same subject matter which might in any way contravene the principles and stipulations set forth in the Purchase Order and/or Specific Contract.

21. ACCEPTANCE AND VALIDITY OF THESE CONDITIONS OF PURCHASE.

The terms and conditions of these Purchasing Conditions shall be deemed accepted and binding upon acceptance of the Purchase Order and/or Specific Contract by the Supplier, either by signing the corresponding Purchase Order and/or Specific Contract or by written notification (by e-mail or any other means allowing its receipt) to H2SITE.

22. PENALTIES AND TERMINATION IN THE EVENT OF NON-COMPLIANCE

21.1 Penalties for delay in delivery of the Equipment.

In the event of non-compliance with the delivery deadlines set in the Purchase Order and/or Specific Contract for reasons that can be attributed to the Supplier, H2SITE may apply, without prior notice, a penalty of 0.5% of the corresponding milestone that is delayed per working day, establishing a period of five (5) working days to remedy the late delivery. In addition to the above, H2SITE shall be entitled to terminate the Purchase Order and/or Specific Contract if the delay exceeds twenty (20) working days. The penalties are not limited to the delivery of the Equipment and/or provision of the Services, but also to delays in the Additional Documentation that H2SITE considers critical for the correct development of the project to which the Purchase Order and/or Specific Contract belongs.

H2SITE will not have to prove the damage it suffers as a result of the delay for the penalty to be applicable. In the event of application of the penalty for late delivery, any other compensation resulting from failure to comply with this delivery period shall be expressly excluded, but without prejudice to the application, where applicable, of the penalty for late intervention under Warranty Intention Period regulated below. Penalties may be applied for any delay in delivery caused by the Supplier that has a direct or indirect effect on the deadline for acceptance of the Equipment on site, on the commissioning of the Equipment or on the provision of the Services.

This penalty is limited to 15% of the total amount of the Purchase Order and/or Specific Contract, excluding VAT.

21.2 Penalties for delay of the Warranty Intention Period.

In the event of non-compliance for reasons that can be attributed to the Supplier of the Warranty Intention Period established in Clause 17 above (excluding the cases of Force Majeure), H2SITE shall notify the Supplier in writing of the non-compliance with the Warranty provided by the Supplier, who must remedy it within a maximum period of three (3) working days if it is an incident that can be resolved through remote attention, or within a maximum period of ten (10) working days if the incident requires personal assistance to H2SITE's facilities and on-site attention at the same (the "**Cure Period**").

If, after the Cure Period for any of the cases, the Supplier has not resolved the incident detected by H2SITE, H2SITE may apply a penalty of 250€ per working day of delay in the Warranty Intention Period which will be calculated from the day following the end of the Cure Period. In addition to the above, H2SITE shall be entitled to terminate the Purchase Order and/or Specific Contract after the end of the Cure Period.

H2SITE will not have to prove the damages it suffers as a result of the delay in order to be entitled to the penalty. These penalties will be charged to the Supplier without prejudice to the application, where applicable, of the penalty for late delivery or the penalty for non-compliance with safety regulations on site.

Any delay in warranty intervention caused by the Supplier that has a direct or indirect effect on the correct operation of the Equipment on site, on the commissioning of the Equipment or on the correct provision of the Services may be subject to penalties.

This penalty is limited to 15% of the total amount of the Purchase Order and/or Specific Contract, excluding VAT.

Notwithstanding the above, the penalty is not applicable in the event that the on-site verification by the Supplier or its third parties demonstrates that the failure reported is due to the malfunction of the Equipment, lack of maintenance or an external event that is directly attributable to H2SITE. In this case, all intervention costs incurred by the Supplier or its third parties shall be borne by H2SITE.

For the purposes of these Purchasing Conditions, "**Force Majeure**" shall mean any event beyond the reasonable control of the Supplier and includes, but is not limited to, hostilities, revolution, acts of war or terrorism, civil commotion, epidemic, pandemic, accident, regional quarantine or medical crisis, cyber-attack, fire, flood, wind, earthquake, storms, strikes, shortages of materials at the Supplier or any of its suppliers, acts of God, acts of any government or governmental body, including laws, regulations or ordinances and proclamations affecting the manufacture or delivery of the Equipment and/or provision of the Services.

Any delay resulting from such cause shall extend the delivery date accordingly. The Supplier shall take all reasonable steps to eliminate the cause of the delay or non-performance and resume such performance as soon as possible. H2SITE reserves the right to cancel the Purchase Order and/or Specific Contract if it considers that such circumstances threaten or cause a prolonged delay in the performance thereof, upon written notice to the Supplier.