

CONTRACTING CONDITIONS OF SERVICES

1 -. OBJECT OF THE CONTRACT.

1.1. The object of this Contract is the provision of the services that are specified in the Specific Conditions. Both the Specific Conditions as well as the General Conditions and, where applicable, their respective Annexes form an integral and inseparable part of this Contract or Service Order for all legal purposes (hereinafter, the **Contract**). The invalidity of one of the conditions or annexes does not invalidate the rest of the Contract.

1.2. The Contractor agrees to provide the services that are the object of this Contract with the greatest degree of diligence and in strict compliance with the relevant quality standards, ensuring the good image of UCE.

2.-DEADLINES

2.1. The execution deadlines indicated should be rigorously observed. In the event these deadlines are not met, UCE reserves the right to terminate this Contract, without prejudice to the right to claim for the damages caused and, if applicable, the contractual penalties for breach of Contract.

2.2. The execution deadlines cannot be extended and there shall be no discount for the days that are not worked for any reason, except for reasons of force majeure. Force majeure for the purposes of this Contract shall be understood as, strikes at national level and natural disasters, provided that they are for reasons beyond the Contractor's control, and as long as they have been notified to UCE within a maximum period of twenty-four (24) hours after their occurrence.

2.3. The fact that UCE or the Health and Safety Coordinator were to stop the works or part of them, because of a breach detected in occupational health and safety, this shall not be considered as sufficient reason for the Contractor to lengthen the period of execution of the works.

2.4. When the set execution deadlines are not complied with, and UCE deems it necessary, the Contractor agrees to intensify the pace of the work, including setting up night work shifts, without any variation in the price and without prejudice to the right of termination provided for in this Contract. In addition, UCE may request the execution of part or all of the work units pending execution to a third party, at the expense of the Contractor, discounting the amount to be paid to the third party from the total price of the Contract, and without prejudice to the application of the penalties stipulated in this Contract.

2.5 The circumstances that the Contractor knows or should know in accordance with its lex artis that could cause delay in the works, shall not justify the extension of the execution period.

3.-MATERIALS AND EQUIPMENT

3.1. All the work materials, as well as the equipment to be used, shall be of the quality and characteristics specified in this Contract. In the event that the Contractor has any doubt about them, or if the specification is unclear or incomplete, the clarifications deemed necessary must be requested. Without prejudice to the foregoing, in case there is no doubt, and except where otherwise specified in the Specific Conditions, the quality and the characteristics of the materials and equipment shall not be less than what might be reasonably expected for the provision of a high quality service.

3.2. When the Contractor, without the express written permission of UCE, voluntarily uses materials of higher quality than those arising from this Contract, or replaces masonry with another that has a higher appointed price and, in general, when work changes are introduced that are beneficial to the work but carried out at its own expense, the Contractor shall only have the right to what is appropriate if it had constructed the work with strict adherence to that contracted.

3.3. If the Contractor were to carry out some work with inappropriate materials or systems, or with poor workmanship for it, the Contractor shall be obliged to repair or replace it as many times as necessary and rebuild it in an appropriate manner, at its own expense and without the right to claim any amount, or increases in deadlines, for these concepts, with UCE in this case being able to commission such work to a third party, at the expense of the Contractor, discounting the amount to be paid to the third party from the total price of the Contract.

4.-GUARANTEE

4.1. The object of this contract is guaranteed by the Contractor against any building defects for a period of twelve (12) months from the start-up of the equipment object of the contract, or eighteen (18) months from delivery of the totality of the object of the contract, of both whichever expires first, unless there is a superior guarantee in the Specific Conditions or in the applicable legislation, repairing or replacing at its expense everything required to make the contracted work or service be in perfect condition or be usable.

4.2. The deadlines for the repair of such defects shall be fixed by UCE in each case, being generally seven (7) calendar days for small entity defects and 24 hours for the rest. When these defects affect safety, UCE shall be able to make immediate decisions at the Contractor's expense. If the Contractor does not carry out the required repairs in the expressed periods, UCE shall be able to do it by itself or through third parties, charged to the Contractor, and without loss of the guarantee. All costs arising from carrying out repairs shall also be borne by the Contractor.

4.3. The guarantee period is interrupted and shall be accordingly extended for the time that is used in the repairs, replacements or new constructions, assemblies or works that are carried out in compliance with the guarantee.

4.4. These repairs, replacements or new constructions, assemblies or works shall be guaranteed, in turn, by the Contractor, after their completion, for a period equal to the guarantee period.

5.- INVOICING

5.1.- Except if otherwise provided in the Specific Conditions invoicing shall take place monthly once the calendar month has expired. The Contractor shall submit the invoice within a maximum period of 30 days from the date of completion of the service as agreed, once the monthly period has expired; the invoice shall include the list of the works carried out during the previous calendar month for verification by UCE.

5.2. ECU, in a reasonable period of time, shall need to provide their agreement or disagreement with the invoice. In case of disagreement with some of the points on the invoice, the Contractor must submit a new invoice.

5.3. At the time of the issuance of each invoice, the Contractor shall indicate in writing, in sufficient detail the delays that have occurred in the period to which the invoice relates and claims that, if applicable, it has against UCE for the work performed during the relevant assessment period. The Contractor expressly waives the right to make any subsequent claim that had not been drawn up in this document for the work carried out up to that time.

An indispensable condition to pay the settlement shall be the delivery by the Contractor of a letter which expressly indicates that the Contractor or its subcontractors, suppliers, or any other third parties that have been involved in the execution of the works object of this Contract, have no claims that have not been submitted and that, therefore, the Contractor renounces any claim after the payment of the settlement. UCE may require individual letters from subcontractors as it deems fit.

5.4. In the event that it is appropriate, UCE can retain 10 % of the total value of the Contract as a guarantee.

5.5. The payment of invoices shall in no case mean a partial acceptance of the works undertaken or their acceptance.

5.6. No charge for loading or transport shall be accepted, unless expressly accepted in writing in advance. Prices shown are fixed, and review due to increase of materials or wages shall not be admitted, except if this has been previously accepted in writing by UCE. 5.7.- Payments shall be made by confirming unless the Specific Conditions establish another form of payment

5.8.- Invoices shall be identified with the contract number or the contract revision to which they relate. All invoices shall be directly forwarded to the Accounting Section of UCE.

5.9.- UCE shall be able to offset the amount of any invoice against any payment due by the Contractor.

6.-ADDITIONAL WORKS

UCE has the right to ask for additional works or changes in the contracts/ services that arise unexpectedly or complementary to the object of the original contract, previously approved in writing by UCE. The amount of the works/services shall be determined by agreement, calculated on the same basis as that used for the original quotation, or if so agreed by applying the rates of the current annual supply.

7.-STAFF

7.1.- The Contractor shall freely determine the number and professional qualifications of its employees for the execution of the work of this contract, which in any case shall depend functionally and organically on the middle managers of the Contractor assigned to carry out the work.

7.2.- The Contractor must have all its staff registered according to regulations in Social Security, under the regime for Occupational Accidents and Diseases, with UCE being able to demand their presentation, and the former must also comply with the as many labour provisions that are laid down by the competent authorities.

7.3.- UCE reserves the duties to approve Contractor's staff for those who, due to the special characteristics so require this, at no additional charge.

7.4.- UCE shall provide the Contractor's employees, authorised to enter the Plant premises, an identification card that shall allow their passage through the turnstiles. The Contractor undertakes to notify the registrations and de-registrations of the staff authorised to enter the Plant premises at least 24 hours in advance and the return of their respective cards once the work on the Plant has been completed. If they are not returned within seven days after the de-registrations, the Contractor shall pay ECU the amount of SIXTY (60) EUROS per card not returned, the amount of which shall be deducted from the outstanding invoices.

8.-SAFETY STANDARDS

8.1.- In addition to the enforcement of regulations in the field of Health and Safety at Work (Law for Prevention of Labour Risks and the rules and regulations implemented by this Law) and other standards in force that may be imposed, the Contractor is obliged to require its staff to comply rigorously with each of the Safety and Environmental Regulations in force in ECU, and in particular the Safety Standards for Contractors. The breach of this obligation by the Contractor shall result in the termination of the contract and the demand for losses and damages.

8.2.- The CONTRACTOR must, during the course of the work, ensure the hygiene and safety of its workers.

9.-PERSONAL PROTECTIVE EQUIPMENT

The contractor must provide its staff and that under its charge, suitable personal protective equipment for the performance of their duties and to ensure their effective use according to the nature of the work carried out. The contractor shall follow the Health and Safety Standards at work, as well as the Safety Standards for Contractors established by UCE, pointing out as a minimum the use of the helmet, goggles, gloves, safety shoes and fire retardant and anti-static work clothes.

10.-MACHINERY AND TOOLS

The Contractor shall use its own tools and equipment needed for the full realisation of the work. The Contractor shall, prior to commencing the work, submit a list of the equipment, tooling and machinery to be used for completion of the work within the Plant to the UCE Supervisor.

All the Contractor's electrical equipment shall be reviewed prior to its use in the plant and have the electrical equipment revision card of UCE. The entire Contractor's equipment shall be provided with the safety elements that are specified in the Official Regulations and the Safety Standards for Contractors in force or that could be implemented by UCE.

The contractor shall send a list of the machines to be used in UCE, with their corresponding insurance certificates and copies, and in the case of the MEWP, it shall send the check-list to verify the operation of the machine and its safety elements, dated no more than one week in advance.

11.- TRANSPORT

The transport of staff, tools, supplies and equipment to and from the place of work, shall be carried by the Contractor, parking vehicles in areas that UCE indicates.

12.- CONTROL OF WORKS IN THE PLANT

UCE reserves the right to undertake the relevant duties of technical inspection of the work in its different phases, as well as the control of compliance, by the Contractor's employees of Safety Standards for Contractors, as detailed in the manual that is delivered in this act, and the rules for safety measures on specific jobs, and the modifications, extensions and substitutions that may be imposed during the term of the Contract. The duty of control does not relieve the Contractor of the liability that may be incurred by failure, by its staff of the aforementioned safety regulations.

13.- RECEPTION OF THE WORK

The regulations established in UCE shall be followed.

14.- CLEANING FOR WORKS IN UCE FACILITIES.

During the execution of the works the Contractor is required to clean up the place of work and remove the materials not needed from it as many times as the UCE Supervisor, responsible for it, tells it to. The Contractor is required at the end of the work to:

- a) Remove from the plant premises all its equipment, dismantle and remove, huts, auxiliary resources and leftover materials belonging to it, all in a period of 7 days.
- b) Deliver the equipment used owned by UCE (if this had been the case) in the same condition as it was delivered, to the Supervisor in charge of monitoring the work (it being understood that were delivered in good condition unless the Contractor stated otherwise in writing at the time of their receipt).
- c) Carry out a general cleaning of the work site or sites once the equipment has been removed.

The Contractor is expressly prohibited to dump work debris, waste, etc. in the grounds of the "Isabel" Industrial Estate, otherwise it shall be liable to pay compensation for losses and damages to UCE, while at the same time the Contractor shall be obliged to remove that which it had dumped.

If the provisions of this clause are not complied with, UCE may choose to order a third party to do so directly at the expense of the Contractor, deducting the corresponding amount from the price.

15.- SUBCONTRACTS

The CONTRACTOR may not assign, under any circumstances, all or part of this Contract without prior written approval of UCE.

The execution of this Contract may not be subcontracted, in whole or in part, unless there is written authorisation by UCE, with regard to the subcontractors and part of the work to be subcontracted.

In the event there were subcontractors, the Contractor shall be liable jointly and severally together with its subcontractor for the acts, errors, negligence, and the damage that the subcontractor could cause, keeping UCE harmless with respect to liability and claims that could be made because of such damage, with UCE being able to pass on to the Contractor any kind of liability in the event that this imputed to it.. The acceptance of the subcontractor by ECU does not exempt, or limit, such joint and several liabilities.

In the agreements between the Contractor and its subcontractors and suppliers, the Contractor undertakes to introduce a provision expressly waiving the subcontractor/supplier to the direct action of the Article 1,597 of the Civil Code. Without prejudice to the foregoing, the Contractor agrees to hold harmless and compensate UCE for any claim made by a subcontractor against it related directly or indirectly to this Contract.

The Contractor agrees to promptly pay its subcontractors and suppliers of the work in general. If it does not do so UCE may choose to pay them on behalf of the Contractor, after deducting the relevant amounts from the amounts due to the Contractor. The Contractor agrees to promptly inform UCE of any incident that it has with its subcontractors and suppliers that could affect the Contract.

In addition, the Contractor shall comply with and make its subcontractors/self-employed people enforce the applicable legal obligations as well as any other arising from this Contract.

16.- SAFETY:

Documentation:

The documentation required by Law 31/1995 of 8 November for the Prevention of Occupational Hazards and other current related standards, must be loaded onto the on-line Ctaima platform. UCE shall be in charge of registering the Contractor on this platform, and the latter must attach the requested documents in sufficient time so that the access to workers can be reviewed and validated.

The Contractor who is to work in UCE must be read the mandatory information documentation attached in the CTAIMA platform to gain access to our facilities. In the event of not being able to read it, the Contractor should get in touch with the Safety Engineering and Environment Department (ISMA) which shall forward it through other means.

Documentation for the Contractor:

- AEAT Certificate, proving to be up to date in fulfilling tax obligations.
- ITA/IDC/A1 Document/Self-employed invoice (as a last resort, the TC-2 can be sent).
- Certificate of payment position to the S.S.
- Civil liability insurance, according to the works to be performed, with policy number and effective date. Attach a copy of the payment receipt for such insurance
- Preventive system adopted by the contractor company.
- Certificate of appointment of preventive measure officer and certificate of Basic Level Training in the Prevention of Occupational Hazards (50h/60h), in order to be able to carry out the duty.
- The companies that are registered in the R.E.A. shall submit the certificate for this.
- Opening of the work centre and subcontracting logbook, (required only for those companies that act as main contractors in the execution of construction works.
 - Health and Safety Plan (PSS) specific for stoppage for all companies that have stoppage work, construction works or are usual companies. The PSS should be subject to review and approval by the Health and Safety Coordinator (CSS). The PSS shall not be considered valid whilst the approval by the CSS is pending.
 - Adhesion to the Health and Safety Plan (PSS), the subcontractor companies, in general, shall adhere to the PSS of the main contractor as long as this plan has taken into account the works to be carried out by the subcontractor. If not, the subcontractor shall draw up its own PSS, which it shall provide to the main contractor for submission to the Health and Safety Coordinator (CSS) of the work, for its review and approval. The PSS shall not be considered valid whilst the approval by the CSS is pending.
- Company's prevention plan
- Risk assessment, exclusively of the works that are to be carried out in the Plant, indicating the measures to be taken for their elimination or minimisation.
- All those aspects requested in CTAIMA and not included specifically in this listing.

Documentation of the Contractor's staff:

The Contractor shall register the worker on the CTAIMA, assign a role to the worker, and the documentation that is required for the performance of his job shall appear automatically. A worker can have one or more roles, depending on his jobs.

- National Id (DNI) of each worker.
- Medical certificate according to which workers taking part in the work in UBE are SUITABLE.
- Authorisation and training, by the company, for the use of machinery/ tools.
- Certificate of delivery of PPEs.
- Certificates of training and information in PRL related to the activity (Art. 18 and 19 Law 31/95).
- Certificate of training for work at height (minimum 4 hours) if they are going to do this type of work.

This training may be given by a higher technician of the Company or by an authorised company.

The Contractor working in UBE and adhered to the construction or metalwork agreement must provide the following documentation:

- Training certificate for the second cycle of 20h (or also called speciality).
- Workers who have done the basic level training of 50h/60h for the prevention of occupational hazards already have 14h of the specialisation course recognised. Therefore they shall only need the 6h course.
- Specific training, according to agreement and a job position
- All those aspects requested in CTAIMA and not included specifically in this listing.

17.-RESPONSIBILITIES

17.1.- The Contractor is responsible for the damage caused to persons and/or property of UCE and/or third parties. In the event of breach by the Contractor, UBE reserves the right to compensate for the costs incurred by such breach with the amounts due to the Contractor under the contract. 17.2.- The Contractor, in relation to the risks referred to in paragraph 1 of this clause, shall be obliged to include in its civil liability insurance policy the works covered by this Contract, for the duration of their execution, and with adequate cover for them.

18.-TERMINATION OF THE CONTRACT.

In addition to the cases provided for by common legislation in force, UCE can terminate this contract for the following reasons:

- a) When the works, whatever the period in which they have been executed, are not suitable for their reception.
- b) When there is a noticeable lack of activity in the works, not attributable to causes of force majeure.
- c) The use of materials or practices not adjusted to the quality requirements laid down in the Contract and, having reported this fact to the Contractor, the latter does not replace or modify this in a period of 7 calendar days.
- d) When there is repeated breach (2 or more times) by the Contractor of the orders of UCE or the Health and Safety Coordinator.
- e) When a change occurs, direct or indirect, in the ownership or title of the Contractor.
- f) The lack of adoption by the Contractor of the security measures required by current law.

- g) When the Contractor or any of the Subcontractors does not comply with its obligations for contributions or salary in respect of any of its employees, or in any other way fails in its legal obligations, especially in labour matters.
- h) Failure to comply with the safety standards that shall result in damage or that may cause risks for individuals and facilities.
- i) Defective execution of the aforementioned Work due to breach of the technical specifications, both as a whole as well as in the different phases of implementation, detected by the checks periodically carried out by UCE's technical staff.
 - j) At any time when there has been a failure to comply with the execution deadlines, the milestones set if applicable or inadequate progress of the work.

In any of the cases provided for in the previous points, as well as in any other case of termination of the Contract for the breach thereof, UCE reserves the right to claim from the Contractor the amount of damages that the termination could cause it, without prejudice to the penalties that apply in accordance with the Contract.

In all the above cases, the Contract shall be terminated by the mere court notification that UCE makes to the Contractor, who shall be bound to fully abandon the premises in 7 (seven) calendar days, allowing access to another Contractor appointed by UCE within 7 calendar days following the notification referred to above. The Contractor hereby authorises and empowers UCE from now so that, on the expiry of the aforementioned period of 7 calendar days, the latter, at the expense of the Contractor, can materially undertake the eviction, applying to the appropriate settlement not only the penalty that may be applicable, but also the costs incurred due to the eviction. If, as a result of this some damage is caused to the tools or components owned by the Contractor, UCE shall not assume any liability for this, not being obliged to pay any compensation or reparation to the latter.

19.-CANCELLATION OF THE CONTRACT

UCE may, at any moment, exercise the right to cancel this Contract by giving notice in writing to the Contractor, 10 days in advance. On receipt of this notice, the Contractor shall immediately cancel its orders for materials, auxiliary facilities and supplies related to this Contract and, in future, the Contractor shall only carry out what is necessary to preserve and protect the work already done, in the view of UCE. The Contractor shall take immediate possession of that part of the work already undertaken, as well as how many materials are stockpiled for the works that are already on the construction site. In the event of cancellation, UCE shall pay the Contractor, regardless of the payments that correspond to work already carried out, in the form of losses and damages, the amount of the direct costs, which, as a result of the termination of the Contract, have inevitably arisen for the Contractor, with the latter being liable to provide the burden of proof, both with respect to the existence and the nature of the damages arising. The Contractor assumes the obligation to minimise these costs.

20.-TAXES

Taxes, excise taxes, duties, rights, etc., that may arise due to this Contract, as well as their application and development, shall be paid by the Contractor, with the exception of VAT, which shall be passed on in the invoices, in accordance with the legislation in force.

21.-JURISDICTION AND APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the Laws of Spain. Both parties agree to submit their differences, with waiver of any jurisdiction that might apply to the Ordinary Courts of Castellón.

22.-CONFIDENTIALITY

The Contractor shall at all times keep confidential the terms of this Contract, as well as any information and documentation, of any kind or nature, that it obtains as a result of the activities carried out under it.

The Contractor agrees to protect the confidentiality of the confidential information of UCE in the same way that it protects its own confidential information of a similar nature, but under no circumstances shall it act below the standards of due diligence and prudence to protect such confidential information. Confidential information shall not be disclosed to any third party and within each of the parties it shall only be known by the partners and employees strictly linked to the execution of this agreement.

The Contractor agrees not to use the confidential information except for the purposes of this Contract and shall do all that is necessary to ensure that its employees, subcontractors and partners to which the Confidential Information is disclosed, take the precautions required to safeguard and preserve the secrecy and confidentiality of the Confidential Information.

When this contract is terminated, the Party which has received confidential information agrees to return to the party that disclosed it all the material provided by the latter, as well as all copies made, except a copy of the confidential information that the recipient may retain in its files.

In any case, the commitment of confidentiality shall remain in force until such information, by other legal means, passes to be in the public domain.

23.-DATA PROTECTION

In accordance with the provisions of Organic Law 15/1999 of 13 December on Personal Data Protection (LOPD) and its implementing regulations, the Contractor agrees to comply with the legislation on personal data protection in force at any time, and also, in particular, and without limitation, assumes the following obligations with respect to personal data that it may access with the aim of providing the services object of the agreement:

- a) Both parties agree that UCE, acting as the party responsible for the file, shall allow the Contractor access to personal data of UCE in the context and for the exclusive purpose of the provision of services.
- b) The Contractor shall only process the data in accordance with the indications received from UCE within the framework of the service that the Contractor offers.
- c) The Contractor shall not use the personal data of the UCE with any other purpose than that expressly indicated or in any other manner that involves a breach of the express instructions that UCE shall provide.
- d) The Contractor agrees not to disclose, transfer, assign or communicate the files or personal data contained in them, either verbally or in writing, by electronic means, or via computer access, even for their conservation, to any third party. For this purpose, the Contractor may only allow access to personal information to those employees who need access to it for the provision of the services contracted.
- e) Without prejudice to the foregoing, the Contractor may subcontract all or part of the services, prior written authorisation from UCE. In this case, the contracting shall always be in the name and on behalf of UCE.
- f) It shall be the duty of the Contractor to formalise in writing the corresponding contract for the provision of services with each subcontractor, which shall contain the obligations set out in the LOPD and its implementing regulations.
- g) In addition, this contract should specify that the Contractor acts on behalf of UCE as well as that such representation is exclusively in order to comply with the provisions of the LOPD and its implementing regulations and, where appropriate, as provided for in the contract for the provision of services subscribed to by the parties. As a result, the Contractor agrees to include in the contracts for the provision of services signed with each subcontractor, the express waiver of the latter to demand any kind of liability from UCE for any of the obligations of the Contractor.
- h) Both parties undertake to adopt the technical and organisational measures as may be necessary to ensure the security, confidentiality and integrity of personal data in accordance with the LOPD and its implementing regulations. Also, to avoid the alteration, loss, treatment or unauthorised access, taking into account at all times the state of the technology, the nature of the data and the risks to which they are exposed.
- i) Each of the parties signing this agreement shall be responsible for the breach of the obligations that apply to it, as foreseen herein.
- j) In accordance with the applicable regulations, in the event the Contractor uses the data for a purpose other than that provided for in this Contract, communicates or uses them breaching the terms of this agreement, the Contractor shall be considered as also Responsible for the Processing, responding personally to the administrative offences which it may have incurred.
- k) Once the provision of the service by the Contractor to the UCE has concluded, the Contractor shall proceed to destroy or return to UCE all the copies of the data it may have in its possession, along with any media or any document that may contain personal data, the object of data processing. To this end, the Contractor shall certify immediately such destruction or return of the data, in writing.
- l) The Contractor is bound by professional secrecy with regard to any of the personal data to which it has access due to its relationship for the provision of services with UCE. This obligation shall continue to apply even after the relations between the two parties end, therefore being an obligation for an indefinite period.
- m) The Contractor shall assume all liability and, therefore, UCE shall be excluded from any liability, including administrative sanctions, expenses and costs that could result from the breach of the Contractor.
- n) Personal data of the signatories of this agreement shall be included in the respective automated files of each of the parties, with the purpose of the maintenance of this contractual relationship.

The affected parties, whose personal data are integrated in the above-mentioned files, may exercise their rights of access, rectification, cancellation and opposition by writing along with a copy of document proving their identity