

**General Terms and Conditions of Sale of HITACHI ENERGY SPAIN  
(Supply of Components, Equipment, and/or Systems)**

**November 2021**

**1. General.**

1.1 The sales and supplies of components, equipment, and/or systems (hereinafter the "Supply(s)") to be made by Hitachi Energy Spain S.A.U (hereinafter referred to as the "Seller" or "Hitachi Energy") shall be governed by these terms and conditions (hereinafter referred to as the "Hitachi Energy General Terms and Conditions of Sale") and as expressly agreed in the relevant offer and/or acceptance of the order and/or contract (hereinafter collectively referred to as the "Order"), and which constitute the particular conditions thereof, the order of precedence being as set out in section 1.3 below. Consequently, any other conditions that have not been expressly accepted by the Seller shall be null and void for all purposes.

1.2 These Hitachi Energy General Terms and Conditions of Sale shall be deemed to have been communicated to the legal entity with whom the Seller contracts for sales of Supplies (hereinafter referred to as the "Buyer"), as soon as the Seller has been notified of the web page on which the Supplies are located or has received an offer from the Seller accompanied by these Hitachi Energy General Terms and Conditions of Sale, and in all such cases shall be deemed to have been accepted by the Buyer, for all purposes, when placing the Buyer's order.

1.3 The order of precedence applicable to the contract documents shall be as follows:

- Order
- Hitachi Energy Offering
- Hitachi Energy General Terms and Conditions of Sale

**2. Intellectual and Industrial Property.**

The intellectual and/or industrial property of the offer, in all its terms, and the information attached to it, as well as that of the object of the Supply and that of the elements, plans, drawings, software, etc., incorporated or relating to it, belongs to the Vendor or to his suppliers, incorporated in or relating to the same, belong to the Vendor or to his suppliers, and therefore their use by the Buyer for purposes other than the fulfilment of the Order is expressly prohibited, as is their total or partial copying or transfer of use in favour of third parties without the prior written consent of the Vendor; notwithstanding the fact that the Vendor may grant the Buyer a non-exclusive and non-transferable right or licence of use over the same during the validity of the Order. For clarification purposes, this granting in favour of the Buyer shall in no case be understood as a transfer of ownership in favour of the Buyer, and the Seller shall at all times hold ownership of these rights.

**3. Order Formalization and Scope of Supply.**

3.1 The scope of the Supply shall be clearly specified in the Purchaser's order. In order to be considered effective, the Order must be expressly accepted by the Vendor, except in those cases in which, given the periodic nature of the Supply, this requirement has been eliminated by mutual agreement.

3.2 The Supply includes only the components, materials, equipment and/or systems that are the subject of the Order, except in those cases in which the Buyer's order, accepted by the Seller, explicitly includes any additional documentation, information, support or service.

3.3 Weights, dimensions, capacities, technical specifications and configurations relating to Seller's products contained in catalogues, brochures, leaflets and technical literature are for guidance only and are not binding, except where Seller accepts a closed specification from Buyer, which must form part of the Order documents.

3.4 Any modifications and/or variations to the scope, terms or other terms of an Order which may be proposed by either party must always be notified to the other party in writing and, in order to be considered valid, must be accepted by that party. Modifications and/or variations shall also

be considered to be those caused by changes in the applicable legislation, regulations and standards that occur after the date of submission of the corresponding offer. If such modifications and/or variations would impose additional or more onerous obligations on the Seller, the Seller shall be entitled to an equitable adjustment of the contractual terms which fully reflects the consequences of the new or modified law or regulation.

**4. Prices.**

4.1 The prices of the Supply are net, not including VAT or any other tax, duty or charge, which shall be subsequently passed on in the invoice, the corresponding rates being applied. These prices are only valid for the Order of the entire Supply specified in the Seller's offer.

4.2 In the case of offers prior to the Order, the prices offered are valid for one month and in this period shall be considered as fixed in the payment conditions specified in the offer, unless the Supply offered consists of imported materials, components or equipment subject to currency exchange contingencies or to the payment of duties and taxes, in which case the price of the offer would be adjusted according to the variations that these may undergo.

4.3 The prices stated in the offer are understood to be for the terms of payment and delivery specified in the offer. Should these conditions be modified, the offer prices will be revised.

4.4 Once the Order has been accepted by the Vendor, the prices of the Supply shall be considered fixed and not subject to revision. However, a price revision will be applicable when:

- a) agreed between the Buyer and the Seller,
- b) the time for delivery or acceptance has been delayed for reasons not attributable to the Seller,
- c) the scope of the Supply has been modified at the request of the Purchaser, and, in general, there is any variation and/or modification under the terms of these Hitachi Energy General Conditions of Sale,
- d) the prices have been quoted in a currency other than the EURO to the extent that the currency has experienced a change in parity with the EURO from the date of the Order to the contractual invoicing dates of each milestone, and/or
- e) the Buyer has unilaterally suspended, in whole or in part, the execution of the Supply that is the object of the Order.

**5. Terms of Payment.**

5.1 The Seller's offer or, if there is no such offer, the Buyer's Order accepted by the Seller, shall include the terms of payment for the Supply. Pre-specified payment terms may also apply as part of an ongoing business relationship agreement between Buyer and Seller. These payment conditions must comply with the provisions of the Law against late payment in commercial transactions, without exceeding in any case the maximum periods established therein.

5.2 In the absence of any other agreement, the payment term shall be thirty (30) days from the date of delivery by the Vendor of the corresponding Supplies.

5.3 Payment shall be made on the agreed terms, to the Seller's bank account. Payment shall be made without any deductions such as unagreed deductions, discounts, expenses, taxes or fees, or any other deductions. Whatever the means of payment used, payment shall not be deemed to have been made until the amount has been fully and irrevocably credited to the Seller's account.

5.4 If, for reasons beyond the Seller's control, the delivery, assembly or commissioning or acceptance of the Supply should be

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delayed, the contractual conditions and payment terms shall be maintained, and the corresponding milestone shall be considered to have been met from the moment at which the Seller informs the Buyer that he is in a position to comply with the same in the terms agreed contractually.

5.5 In the event of late payment by the Buyer, the Buyer shall pay to the Seller, without demand and as from the due date of payment, default interest on the late payment, which shall be calculated in accordance with the provisions of the applicable legislation, and the costs of collection. The payment of such interest and costs shall not release the Buyer from the obligation to make the remaining payments on the agreed terms.

5.6 In the event of the Buyer incurring delays in the agreed payments, the Vendor may temporarily or definitively suspend, at his option, the delivery of the Supply or the execution of the services associated with the same, without prejudice to the Buyer's obligation to make the delayed payments and, where appropriate, pay the additional compensation corresponding to the suspension of the execution of the Supply.

5.7 A claim by the Buyer shall not entitle the Buyer to any suspension or deduction of payments due.

5.8 The equipment and materials covered by the Order shall be supplied under retention of title in favour of the Seller until full compliance with the payment obligations of the Buyer, the latter being obliged to cooperate and take all necessary or appropriate measures to safeguard its ownership of such equipment and materials.

**6. Delivery Time and Conditions.**

6.1 The delivery time is understood for the material placed in the position and conditions indicated in the acceptance of the Order. If the delivery item is not specified therein, the delivery shall be deemed to be made under FCA conditions (Incoterms 2020). In order for the delivery period to bind the Seller, the Seller must have expressly accepted the Order and the Buyer must have strictly complied with the payment schedule.

6.2 The delivery time will be modified when:

- a) the Purchaser does not deliver on time the documentation that is necessary for the execution of the Supply,
- b) the Buyer requires modifications to the Order, which are accepted by the Seller and which, in the Seller's opinion, require an extension of the delivery period,
- c) the performance of work by the Purchaser or its subcontractors is indispensable for the performance of the Supply and such work has not been performed on time,
- d) the Buyer is in breach of any of the contractual obligations under the Order, in particular with regard to payments,
- e) for reasons not directly attributable to the Vendor, delays occur in the production or provision of all or some of the elements of the Supply,
- f) for reasons of Force Majeure contemplated in the legislation in force as established in clause 15, and/or
- g) the Buyer has unilaterally suspended the execution of the Supply that is the object of the Order.

In the foregoing cases, deferrals in the delivery period shall not modify the payment schedule of the Supply.

6.3 In the event of a delay in the delivery of the equipment and materials subject to the Order directly attributable to the Seller, the Buyer may apply a penalty from the date on which delivery should have taken place. In the absence of any other agreement, the penalty shall be payable at the rate of 0.3 percent of the total price of the equipment/material delayed for each full week of delay and shall not exceed 5 percent of the value of the Order, such penalty being the only possible indemnity action on account of delay.

6.4 The penalty shall be payable upon written request by the Buyer, but not before delivery has been completed or the Order has been terminated in accordance with these Hitachi Energy General Terms and Conditions of Sale. In any case the Seller shall not be penalised if there has been no proven damage to the Buyer as a result of the delay in delivery.

6.5 The Buyer shall lose his right to compensation if he does not submit a written claim for damages within six months from the date on which delivery should have taken place.

**7. Packaging and Storage.**

7.1 According to Royal Decree 782/98, of 30 April, which approves the Regulation for the development and execution of Law 11/1997, of 24 April, on Packaging and Packaging Waste, as the final recipient of the Seller's packaging, it is the Buyer's responsibility to give the most appropriate environmental treatment to the same (valuation, reuse or recycling).

7.2 If the Supplies are ready for delivery or, alternatively, awaiting agreed tests, and the Buyer does not remove them, does not order their shipment, does not agree with the Seller to store them at his premises, or does not attend the tests as agreed, all expenses incurred for storage, assessed at the Seller's discretion, shall be borne by the Buyer, who shall also bear all risks that the stored material may suffer.

**8. Inspection and Acceptance.**

8.1 Unless expressly stipulated to the contrary in the Seller's offer or Buyer's Order accepted by the Seller, inspections and tests, in accordance with applicable regulations, during production and the final inspection prior to shipment of the Supply, shall be carried out by the Seller at the place of manufacture. Any additional tests required by the Purchaser shall be specified in the Order, listing the applicable standards and the place and entity, if any, where these tests will be carried out. These additional tests must be approved by the Seller and shall be performed at the Buyer's expense. The Seller shall bear the costs of acceptance tests carried out at the place of manufacture. The Purchaser shall nevertheless bear all travel and living expenses of its employees and/or representatives in connection with such tests.

8.2 Once the Supply has been received, the Buyer shall check the contents of the same within a period not exceeding seven (7) days from its delivery, in order to verify any defects and/or faults that may be attributable to the Vendor, communicating the existence of these defects and/or faults immediately to the Vendor in writing, if necessary.

8.3 If the Supply has defects and/or faults attributable to the Vendor, the Vendor shall take the necessary measures for their elimination.

8.4 Once seven (7) days have elapsed since the delivery (in accordance with the agreed Incoterm) of the Supply by the Buyer without the Vendor having received a written notification of any defects or faults, the Supply shall be deemed to have been accepted, and the guarantee period shall commence to run from the moment of delivery.

8.5 The Supply shall be considered, for all purposes, to have been accepted by the Buyer if, having agreed acceptance tests, i) these are not carried out within the period stipulated for reasons not attributable to the Vendor (in this case the Supply shall be understood to be accepted from the date on which the Vendor communicates that the Supply is ready for

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the tests), ii) these are carried out in accordance with the Order but the relevant act of acceptance is not issued, if foreseen under the Order, for reasons not attributable to the Vendor (in this case, the Supply shall be understood to be accepted from the date on which the tests are carried out), or iii) the Buyer begins to use the Supply and in this case the Supply shall be understood to be accepted from its delivery.

**9. Return of Materials. Claims.**

9.1 In no event shall Seller accept returns of equipment or materials without prior agreement with Buyer. A period of seven (7) days from the time the Supply has been delivered to the Buyer is established for the latter to notify the Vendor of his intention to make a return and the justification for the same, and to agree with the Vendor, where appropriate, on the procedure for the return. In any case, the Buyer's claims against the Seller must be made in writing and in a reliable manner.

9.2 Returns or shipments of material to the Seller's facilities, whether for credit, replacement or repair must always be made carriage paid.

9.3 In the event of a return due to an error in the Order or other causes beyond Seller's control, 15% of the net value of the returned material will be charged as a participation in the costs of revision and conditioning.

9.4 Seller will not accept returns of materials that have been unsealed from their original packaging, used, mounted on other equipment or installations, or subjected to disassembly beyond Seller's control.

9.5 The Seller will also not accept returns of products designed or manufactured specifically for the Order.

**10. Warranties.**

10.1 Unless expressly stipulated to the contrary included in the offer or acceptance of the Order, the Seller guarantees the products that it has supplied with regard to defects in materials, manufacture or assembly for a period of one year counted from the date of acceptance, whether this be explicit (passing of acceptance tests, agreed between the Vendor and Buyer and subscription by the parties of the relevant written/written acceptance of the Supply on the agreed dates), or tacit (seven (7) days after delivery to the Buyer without written communication to the Vendor indicating any non-conformity attributable to the Vendor, or under any of the circumstances indicated under clause 8.5.) or 18 months from the date on which notice is given that the Supply is available for dispatch, whichever is earlier.

10.2 The warranty expressed in paragraph 10.1 consists of the repair or replacement (at the Seller's option) of the elements that have been recognized as defective, either due to material defects or due to manufacturing or assembly defects. Repairs are understood to be carried out in the Seller's workshops, and the Buyer shall be responsible for the dismantling, packaging, charges, transport, customs, taxes, etc., caused by the delivery of the defective material to the Seller's workshops and its subsequent delivery to the Buyer. However, it may be agreed with the Buyer to carry out repairs and replacements of the defective item at the Buyer's premises.

10.3 The repair or replacement of a defective element of the Supply does not change the starting date of the guarantee period of the Supply as a whole, which shall be that indicated in section 10.1. However, the repaired or replaced item will be warranted for one year from the date of repair or replacement.

10.4 In no event shall the Seller be liable for repairs carried out by personnel outside the Seller's organization or not authorized by the Seller.

10.5 Damage or defects due to normal wear and tear caused by use of the equipment are excluded from the warranty. Furthermore, excluded from the guarantee, which shall also be considered to have expired, are damages and defects caused by inadequate conservation or maintenance, incorrect or negligent storage or handling, abusive use, use of unsuitable liquids and gases as well as inadequate flow or pressure, faulty assembly, variations in the quality of the electrical supply (voltage, frequency, disturbances,...), modifications introduced in the Supply without the approval of the Vendor, installations carried out or subsequently modified without following the technical instructions of the product, manuals and/or specifications of the Vendor on the Supply, and, in general, any cause of damage or defect..., modifications introduced in the Supply without the approval of the Vendor, installations carried out or subsequently modified without following the technical instructions of the product, manuals, and/or specifications of the Vendor on the Supply, and, in general, any cause that is not attributable to the Vendor.

10.6 Likewise, the guarantee shall be deemed to have lapsed if, in the event that the start-up of the Supply with the assistance of the Vendor's personnel has been stipulated, the Supply is started up without this assistance or if, in the event of a breakdown, no measures are taken to mitigate the damage.

10.7 Notwithstanding the provisions of the previous sections of this clause, the Vendor shall not be liable, under any circumstances, for defects in the equipment and materials that are the object of the Supply (including the items repaired or replaced) for a period exceeding two (2) years from the start of the period indicated in section 10.1.

10.8 The warranties set forth in this clause are exclusive and in lieu of all other warranties expressed or implied, written or oral, including any warranty of merchantability or fitness for a particular purpose.

**11. Limitation of Liability.**

The liability of Seller, its agents, employees, subcontractors and suppliers for claims arising out of the performance or non-performance of its contractual obligations shall not exceed in the aggregate one hundred percent (100%) of the basic contract price and shall in no event include damages for loss of profits, loss of revenue, production or use, capital costs, downtime costs, delays and claims of Buyer's customers, substitute energy costs, loss of anticipated savings, increased operating costs or any special, indirect or consequential damages or losses of any kind.

The limitation of liability contained in this clause shall prevail over any limitation contained in any other contractual document which is contradictory or inconsistent with this clause, unless such provision would further restrict the Seller's liability.

The terms of limitation of liability set forth herein shall apply equally to parent companies, subsidiaries and affiliates of the Buyer.

**12. Export Limitation.**

The Buyer acknowledges that the products supplied by the Seller may be subject to local or international provisions and regulations relating to export control and that, without export or re-export authorisations from the competent authorities, the Supplies may not be sold, leased or transferred or used for any purpose other than as agreed. Buyer is responsible for complying with such provisions and regulations. The products supplied may not be used either directly or indirectly in connection with the design, production, use or storage of chemical, biological or nuclear weapons or for their delivery systems. Supplies may not be used for military or nuclear applications without the prior written consent of the Seller.

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**13. Governing Law, Dispute Resolution, Submission to Jurisdiction and Jurisdiction.**

These Hitachi Energy General Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of Spain.

Any discrepancy between the parties arising from the offer and/or subsequent Order must be resolved amicably by the parties within thirty (30) days from the communication of the existence of the dispute; in the event that an amicable agreement is not reached, the parties expressly waive any other jurisdiction that may correspond to them and agree to submit to the jurisdiction and competence of the Courts and Tribunals of the city of Madrid.

**14. Workplace Safety and Coordination.**

14.1 The Purchaser shall be responsible for the adoption of all measures necessary for the protection of health and safety at work, and shall therefore be responsible for (i) information on the risks specific to the country, locality and work centre in which the contracted work will be carried out, (ii) documentation regarding the presence of asbestos as indicated in section 14.5, (iii) the measures to be applied when an emergency situation arises, (iv) coordination between the various contractors who, where appropriate, participate in a given project, (v) informing on the Purchaser's interlocutor in matters of Health and Safety, (vi) the functions of consultation, participation and training of workers and, in general, (vii) any other obligations in matters of health and safety at work arising from the application of Law 31/1995, on the Prevention of Occupational Hazards, both with regard to its own workers and those of its contractors. In addition to the above, the applicable prevention rules must be applied in accordance with the Seller's internal regulations. However, should the Buyer's requirements be more stringent, the latter shall be complied with.

14.2 The Seller shall apply the measures that make up the general duty of prevention in accordance with the general principles established in article 15 of Law 31/95 on the Prevention of Risks at Work.

14.3 The Vendor is empowered to bring the execution of the Supply to a standstill in accordance with article 21 of Law 31/1995 if he considers that the safety of the personnel is not guaranteed, enjoying a reasonable extension of time when any delay occurs and being compensated by the Buyer for any loss or damage suffered, such as lost hours, personnel travel, allowances, immobilisation of equipment and tools, etc., with regard to the obligations and responsibilities foreseen in this clause and those contemplated in the aforementioned Law 31/1995, on the Prevention of Risks at Work.

14.4 The Seller's personnel and its subcontractors shall never start any work with risk, as indicated in Royal Decree 614/2001, of 8 June, on minimum provisions for the protection of the health and safety of workers against electrical risk.

14.5 The Buyer must expressly ensure, by presenting a certificate issued by an authorised company in accordance with the provisions of Royal Decree 396/2016, of 31 March, that the equipment, installations and/or sites where the Supply is to be carried out by the Seller are free of asbestos, the contracting and management of the authorised company for the handling of asbestos being the direct responsibility of the Buyer. The presentation of the said certificate shall be an essential prior condition for the Seller to commence the execution of the Supply, therefore, any delay on the part of the Buyer in the presentation of the said certificate shall be considered as an excusable delay for the Seller.

**15. Force Majeure.**

15.1 Either party shall be entitled to suspend, in whole or in part, the performance of its contractual obligations to the extent that such

performance is rendered impossible or unreasonably onerous by Force Majeure.

15.2 Force Majeure shall mean any cause or circumstance beyond the reasonable control of the Parties, including but not limited to, strikes of suppliers, transportation and services, failure of third party supplies, failure of transportation systems, natural disasters, floods, storms, riots, strikes, labor disputes, sabotage, acts, omissions or interventions of any government or agency thereof, fire, war, acts of terrorism, general military mobilisation, insurrection, requisition, confiscation, seizure, embargo, restriction in the supply of energy, pandemics and other causes of force majeure contemplated in the legislation in force directly or indirectly affecting the activities of the Seller.

15.3 The party claiming to be affected by Force Majeure shall inform the other party in writing as soon as possible of the onset of such circumstance and its foreseeable duration. It shall also communicate the cessation of the cause, specifying the time in which it will comply with the obligations suspended due to the same. The occurrence of a Force Majeure event shall entitle the Seller to suspend performance of the affected obligations, without any liability on the part of the Seller, for such time as is reasonably necessary under the circumstances. The Seller shall also be entitled to a reasonable extension of the delivery period, at least equal to the duration of the cause of Force Majeure.

15.4 If the cause of Force Majeure lasts for more than ninety (90) days, the parties shall consult to try to find a fair and adequate solution to the circumstances, taking into account the difficulties of the Seller. If no such solution can be found, either party may terminate the Order by notice in writing to the other party.

**16. Confidentiality.**

16.1 The parties shall treat all documents, data, materials and information provided by one party to the other as confidential and shall not disclose them to any third party, unless with the prior written consent of the other party.

The foregoing is not an obstacle to the Seller providing the Buyer's basic professional contact details and the basic details of the Supply as part of his commercial references.

16.2 The obligation of confidentiality under this clause 16 shall take effect as of the date of Seller's offer or, if there is no such offer, Buyer's Order accepted by Seller, and shall remain in effect for a period of one (1) year thereafter, in the absence of any other agreement, provided, however, that such obligation shall not apply as to either party if such information:

- a) is available through public means or is otherwise in the public domain other than as a result of a disclosure by the receiving party,
- b) be made available on a non-confidential basis prior to disclosure to the receiving party,
- c) available on a non-confidentiality basis from a source other than the issuing party where that source, to the best knowledge and belief of the receiving party, is not subject to an obligation of confidentiality to the issuing party,
- d) independently developed, without reference to the Confidential Information and the receiving party can confirm the development of such information through written documentation, and/or
- e) required by law, courts, or agencies or entities with sufficient authority to do so.

In the above cases, the receiving party bears the burden of proof.

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On termination of the Order, irrespective of the cause thereof, the parties undertake to return to each other immediately, or, where the latter is not possible, to destroy, all the confidential information of the other party, including any copies, to which they may have had access in the execution of the Supply. However, and exceptionally, they may keep copies of confidential information that is required by applicable regulations or internal security or archiving procedures, being applicable to such information as provided herein as long as the party retains the same.

**17. Temporary or definitive suspensions in the execution of the Supply.**

17.1 If, for reasons beyond the Seller's control, the Buyer unilaterally suspends temporarily the execution of the Supply and/or the Order, he shall notify the Seller in writing, specifying the cause and his estimate of the duration of the same.

Suspension shall entitle the Seller to:

- an extension of the delivery period which compensates for the impact of the suspension on the execution programme and which, as it shall be equivalent to the duration of the suspension plus a reasonable period of notice for the resumption of the work, which shall in no case be less than fifteen (15) working days,
- compensation for costs arising from the suspension, such as, but not limited to, accommodation and travel of personnel, daily allowances, immobilisation of equipment, protective and storage measures, extension of guarantees, extension of securities, restart costs, etc., and
- payment for work already completed or in an advanced stage of completion at the time of notification of suspension.

17.2 If, for reasons beyond the Seller's control, the Buyer decides to suspend the execution of the Supplies indefinitely, a programme for the orderly suspension of the same must be jointly agreed.

The Buyer shall also be liable to compensate the Seller for all costs and expenses incurred by the Seller for all damages resulting from such indefinite suspension in accordance with the terms of termination set out in these Hitachi Energy General Terms and Conditions of Sale.

In the event that the duration of the indefinite suspension of the execution of the Supply by the Buyer is longer than 90 days, the Vendor shall have the right to request the termination of the Order for a cause attributable to the Buyer, the provisions for these cases in section 18.3 being applicable.

17.3 In the event of (i) non-payment of any amount by the Buyer to the Vendor, (ii) unjustified failure by the Buyer to approve and/or accept an invoice from the Vendor, (iii) substantial breach of the obligations assumed by the Buyer vis-à-vis the Vendor and/or (iv) impossibility of performance of the obligations assumed by the Vendor for reasons attributable to the Buyer or to its customer, the Vendor may suspend performance of the Supply and/or Order and shall notify the Buyer in writing, specifying the cause, the Seller may suspend the execution of the Supply and/or Order and shall notify the Buyer in writing, specifying the cause, the fulfilment by the Seller of the obligations being suspended until such time as the Buyer remedies the non-payment, lack of approval, non-fulfilment cause of impossibility of execution, as the case may be. In which case all costs incurred by the suspension shall be borne by the Buyer and the Seller shall be entitled to an extension of the agreed period of performance proportionate to the period of suspension.

In case (i) above the Seller's right to temporarily suspend the order does not exclude the Seller's right to default interest under clause 5 of these Hitachi Energy General Terms and Conditions of Sale.

17.4 In any case, the Seller shall have the right to request the termination of the order if the suspension lasts for a period of more than ninety (90) days from the notification indicated in this clause and with the same effects as those established in the previous paragraphs.

**18. Resolution.**

18.1 Either party may immediately terminate the Order by written notice to the other party if the other party is in material breach of the Order.

No breach of the Order shall be deemed material unless the breaching party has been notified in advance in writing and has failed to take steps to remedy the breach within thirty (30) days of notice.

Likewise, the following cases shall be grounds for termination:

- a) the dissolution and/or liquidation of any of the parties, except in the context of merger transactions carried out within the Group to which each party belongs,
- b) the cessation of activity of any of the parties,
- c) the persistence of an event of Force Majeure for more than ninety (90) days from the communication of the onset of such event sent by the affected party as provided for under clause 15,
- d) the suspension of the Order for a period of more than ninety (90) days from its notification by the affected party as provided for under clause 17, and/or
- e) any other cause for termination expressly stated elsewhere in these Hitachi Energy General Terms and Conditions of Sale.

18.2 In the event of termination for cause attributable to Seller, Buyer:

- shall pay to the Seller the amount corresponding to the value of the equipment and materials already delivered in accordance with the prices set out in the Order,
- shall have the right, but not the obligation:
  - to acquire the equipment and materials pending delivery, paying the amount once they are delivered,
  - to be subrogated to the orders issued by the Seller to its suppliers and/or subcontractors, and
- shall be indemnified for any damages it suffers as a result of the Seller's breach, subject to the limitations described in clause 11.

18.3 In the event of termination for cause attributable to the Buyer, the Seller shall be entitled to receive:

- the amount corresponding to the value of the equipment and materials already delivered, according to the prices established in the Order,
- the amount of outstanding equipment and materials which the Seller is obliged to receive from its subcontractors and/or suppliers, once they are delivered to the Buyer,
- the amount of cancellation of orders issued by the Seller to its suppliers and/or subcontractors, where such cancellation is possible, and

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- compensation for other damages suffered as a result of the Buyer's breach.

18.4 In the event of termination due to Force Majeure, the Seller shall be entitled to receive:

- the amount corresponding to the value of the equipment and materials already delivered, even if they have not been invoiced, in accordance with the prices established in the Order.

**19. Personal Data Protection.**

Hitachi Energy will process personal data in accordance with the provisions of current privacy legislation (EU General Data Protection Regulation 679/16 and Organic Law 3/2018 of 5 December).

Furthermore, in accordance with and for the purposes of Article 13 of European Regulation 679/16, the data provided by the Purchaser will be processed exclusively for the performance of the contractual purposes and for the fulfilment of the related legal obligations, including tax or accounting obligations. The information will be processed both by computer and by manual recording method and in any case will be kept in secure environments. The data and information processed may be communicated to third parties, also operating abroad, only for the purposes specified above.

The processed data and information will not be disseminated. In accordance with the above law, Hitachi Energy acknowledges that the rights referred to in Articles 14 and 15 of European Regulation 679/16 may be exercised by the Customer by contacting the Hitachi Energy Group Data Privacy Competence Centre at the following e-mail address: [privacy@hitachienergy.com](mailto:privacy@hitachienergy.com).

**20. Transfer.**

The parties agree that the assignment in whole or in part of the Order, or of all or any part of the obligations and rights arising therefrom, is expressly prohibited without the prior written consent of the other party.

**21. Cybersecurity.**

In the event that the subject matter of the Supply includes a product and/or system designed to be connected and to communicate information and data over a network, it shall be the Purchaser's sole responsibility to provide and guarantee on an ongoing basis a secure connection between the product and/or system and the Purchaser's network or any other network. The Buyer must establish and maintain appropriate measures (such as, but not limited to, installation of firewalls, implementation of authentication measures, data encryption, installation of anti-virus software, etc.) to protect the product and/or system, including its network and external interfaces against any kind of security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Seller and its affiliates are not liable for any damages and/or losses related to such security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information.

**22. COVID-19**

The current spread of the Coronavirus (COVID-19), present in various parts of the world, is having impacts and / or could have impacts on the Business and on the execution of the Order.

In the event that the Order is affected by circumstances directly or indirectly arising from, or in connection with, the spread of COVID-19 and/or its mutations, which may cause delays in the delivery of goods or the provision of services or otherwise affect the Seller's contractual obligations or duties, the Seller shall be entitled to pass on the increased costs arising from such circumstance, as well as to an extension of the contractual terms or other reasonable contractual changes.

**23. BUSINESS ETHICS - ANTI-CORRUPTION**

23.1. The Hitachi Energy group of companies has a Code of Conduct which is available on the website: <https://www.hitachienergy.com/about-us/integrity>

The Buyer confirms that he has received and signed the Code of Conduct and that, when doing business with Hitachi Energy, he shall conduct himself in accordance with the highest ethical standards and agrees to participate in the training courses organized by Hitachi Energy on Business Ethics. Likewise, the Buyer undertakes not to offer, directly or indirectly, and declares not to have knowledge of third parties offering directly or indirectly, payments, gifts or other favours to its Customers or public officials, or to agents, directors or employees of Hitachi Energy or other third parties, contrary to the law, directives and rules of conduct, and undertakes to comply with all laws, conducts, ordinances and regulations (national and international) related to the fight against corruption.

23.2. Nothing in the Order obligates Hitachi Energy to reimburse Buyer for anything promised or offered in violation of the preceding paragraph. Violation by the Buyer of the provisions of this article constitutes a material breach of the Order in accordance with applicable Spanish law. Hitachi Energy may therefore terminate the Order unilaterally, without prejudice to compensation for all damages suffered by Hitachi Energy in connection with such breach. The Buyer shall indemnify Hitachi Energy against any liability, damage, compensation, cost and/or expense incurred by the Buyer resulting from any breach of this article. The Buyer declares to have received a copy of the Hitachi Energy Code of Conduct and to have received information on how to access the Code of Conduct online. Buyer agrees to perform the contractual obligations in accordance with the provisions of this agreement and substantially similar ethical standards.

23.3. Buyer acknowledges that Hitachi Energy has established the following channel through which Buyer and its employees may report suspected or proven violations of rules, procedures or standards of ethical behavior: <https://www.hitachienergy.com/about-us/integrity>