

CONDICIONES GENERALES DE COMPRA DE FADA-CATEC/ FADA-CATEC GENERAL PURCHASING CONDITIONS

OBJECT

1. The present document establishes the general conditions of purchase (hereinafter the "CP") which govern the supply of all type of goods, equipment and materials (hereinafter the "Goods") and/or the provision of all type of services (hereinafter the "Services") by suppliers (hereinafter the "Supplier") to FADA-CATEC and/or any company under its control, either directly or indirectly (hereinafter, the "FADA-CATEC").

2. Unless otherwise stipulated in any order issued by FADA-CATEC, the scope and price of the supply of Goods or provision of Services is understood as including: (i) the loading and unloading, receipt of materials, packaging and labeling, storage and loading of the finished Goods on any means of transport; (ii) documentation, additional services, labor (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, moulds, calibers and spares) necessary for the performance of the order.

CONTRACTUAL DOCUMENTATION

3. The relationship between FADA-CATEC and the Supplier shall be governed by the following contractual documentation (hereinafter the "Contract"): (a) the purchase order issued by FADA-CATEC (hereinafter the "Order") and, if applicable, the Delivery Schedule (as defined below); (b) the present CP; and (c) the offer and acceptance of the Order by the Supplier, including the technical specifications of the Goods and/or Services.

4. In case of contradiction between the contractual documentation: the Order shall prevail over the CP

5. Any derogation or modification to the Order or to the present CP shall be agreed in writing by FADA-CATEC and the Supplier. Such modifications shall prevail, in relation to the supply or service in question only, over the remaining terms of the Contract.

ORDERS AND DELIVERY SCHEDULES

6. FADA-CATEC shall not be bound by any Order unless the Order is duly signed by an authorized signatory.

7. The acceptance of an Order by the Supplier implies the acceptance of these CP which shall be deemed incorporated in each Order irrespective of whether they are expressly referred to in the same or not.

8. Any commencement of the execution of an Order without express acceptance in time shall imply the outright acceptance by the Supplier of all that stipulated in the same.

9. In the event of any doubt with regards to the interpretation of the contents of an Order, the Supplier shall act in accordance with the indications and instructions of FADA-CATEC.

10. Upon acceptance of an Order: (i) all terms, conditions and specifications included in or attached to the Supplier's offer which are not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. The mere mention of the offer in the Order or in any attached documents shall not modify this clause; (ii) these CP shall prevail over the Supplier's General Conditions of Sale, if any.

11. The Supplier is obliged to render the services which are the object of each Order under the terms and conditions indicated in the same and in the CP. The aforementioned terms and conditions must be applied throughout the entire duration of the Order.

PRICES AND FORM OF PAYMENT

12. The prices reflected in the Order shall be fixed, firm and definitive and are not subject to revision. The price shall be understood as including all items which make up, or which may make up, the cost of the Goods or Services the subject of the Order including, but not limited to, wages, insurance, consumable goods, transport, packing and labeling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, duties and all kinds of charges.

13. Payment shall be effected 60 days after receipt of the invoice by way of transfer.

14. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or if the date thereof is previous to the date of its corresponding delivery note. FADA-CATEC shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under this Contract and to deduct from any payment due to the Supplier any of the penalties for late delivery applicable in accordance with these CP.

DELIVERY AND/OR PROVISION OF SERVICES PERIODS

15. The delivery dates specified in any Order and/or Delivery Schedule shall be of the essence. The Supplier expressly undertakes to define/agree a production plan for delivery of the Goods and/or Services, with the quality levels and within the delivery periods specified in the Contract.

16. Delivery of Goods shall take place at the moment the inspection sheet is signed by FADA-CATEC's designated employee and delivery of the Services shall take place at the moment the acceptance sheet is signed by FADA-CATEC's designated employee. No inspection, test, delay or failure to inspect or test or failure to discover any defect or non-conformance shall relieve the Supplier of any of its obligations.

17. Whenever the Supplier, for reasons not attributable to a force majeure event, does not meet the established delivery date, FADA-CATEC shall be entitled to receive liquidated damages at the rate of 2% (two percent) of the value of the delayed Goods and/or Services for each complete week of delay up to a maximum of 10% of such value. If delay in delivery is such that FADA-CATEC is entitled to maximum penalty and if the Goods and/or Services are still not delivered, FADA-CATEC may terminate the Contract in whole or in part.

DELIVERIES

Delivery to the Supplier of materials and components

18. Whenever it is expressly covenanted that FADA-CATEC is to provide materials and accessories necessary for the Supplier to execute the Contract (hereinafter the "Materials") all that set out in this section shall apply. The Supplier shall use the Materials exclusively for the performance of the Contract.

19. All Materials and accessories shall be the exclusive and permanent property of FADA-CATEC. The Supplier shall carry out all actions necessary in order to safeguard the FADA-CATEC's title to the Materials, especially in the event of any bankruptcy procedures. FADA-CATEC may request a notarial document declaring its freehold title to the said goods whenever this is deemed appropriate, and the Supplier undertakes to collaborate in every way necessary.

20. The consumables necessary for carrying out the tasks contained in the Order shall be provided by the Supplier.

21. If the Supplier requires Materials from FADA-CATEC in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the programmed delivery dates.

22. All materials or components delivered shall be accompanied by a delivery note which shall indicate the references delivered and their corresponding amounts. It is the Supplier's responsibility to (i) check the accuracy of the references and amounts indicated in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at the moment of delivery; (ii) inspect the Materials and inform FADA-CATEC forthwith of any defect or non-conformity discovered.

23. The Supplier must establish the controls necessary in order to maintain the custody of the Materials and communicate to FADA-CATEC forthwith any loss or damages to the same. In particular, the Supplier shall store the Materials at its own cost, mark the same as the property of FADA-CATEC and keep them separate from other materials or products.

24. The Supplier shall take out and maintain a fully comprehensive insurance policy (with an insurance company and under terms and conditions acceptable to FADA-CATEC) for at least the full replacement value of the Materials in its possession. The Supplier shall (i) make timely payment, or ensure the payment of premiums, installments and all other payments due under the insurance policy; (ii) comply with all terms and conditions of the insurance policy; (iii) not act or allow any act that could cause the total or partial cancellation or suspension of the insurance policy; (iv) provide FADA-CATEC within one (1) month from delivery of the Goods with a certificate issued by the insurance company confirming the existence of the policy and that it is in force; and (v) provide FADA-CATEC with copies of the insurance policy, any amendments made thereto and receipt of payment of the corresponding premium.

Delivery of Goods

25. Unless otherwise specified in the Order, delivery shall be Delivery Duty Paid (DDP) as per the INCOTERMS in force on the date of the Order. Risk shall pass to FADA-CATEC at the time the Goods are formally accepted by FADA-CATEC. Unless otherwise agreed between the Parties, partial deliveries shall not be accepted.

26. The Goods shall be packaged by the Supplier in such a manner that they may be handled, transported and stored without undergoing any deterioration in line with the requirements contained in the Order, in FADA-CATEC Quality Manual (the "MGC") (a copy of which has been provided to the Supplier and is hereby acknowledged and accepted and which the Supplier hereby acknowledges to fully understand) and any other packaging or labeling requirements imposed by the applicable legislation. Once packaged, the Goods shall be marked in a perfectly legible manner, with clear indication of FADA-CATEC's company name and the Order number. If requested by FADA-CATEC, the Supplier shall remove the packaging after delivery of the Goods.

27. FADA-CATEC may make justified changes to the amounts which appear in the delivery programs, or order the temporary suspension of programmed deliveries, without this involving any modification of the price or of the other terms and conditions of the Contract.

28. The Supplier must immediately notify to FADA-CATEC of any incident which prevents the delivery of the amounts indicated in the programs on the dates scheduled specifying the reason for delay and if possible the estimated delivery date. If the Supplier does not notify FADA-CATEC, FADA-CATEC shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. The Supplier shall, at no extra cost to FADA-CATEC, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum.

29. The Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the order number, amount, reference of FADA-CATEC, line on the Order or position to which the delivery makes reference, date and, where appropriate, any remarks and any other documentation referred to in the Order.

QUALITY

30. The Supplier is responsible for the quality of the Goods and/or Services delivered to FADA-CATEC, regardless of whether he manufactured or executed them himself or acquired them from a subcontractor.

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31. The quality of the delivered Goods and/or Services must be in keeping with that set out in the documentation, drawings, specifications and regulations provided to the Supplier and referred to in the Order as well as with the provisions of the MGC. Supplier shall contact its relevant contact person within the Quality Area.

32. In the supply of serial material, the Supplier shall provide all required documentation and quality certificates correctly. The certificates issued shall clearly indicate FADA-CATEC's reference, drawings and specifications as well as their respective revisions.

33. No technical modifications shall be made without prior consent from FADA-CATEC.

34. In order to meet the aforementioned quality requirements, the Supplier must have a Quality Guarantee system which allows the product delivered to meet the specifications received from FADA-CATEC. This system must be appropriately documented and drawn up in line with the directives of a recognized standard certified by an independent third party (ISO 9000 or similar), and must be applied to the component manufacturing process. The Supplier shall have a continuing obligation to promptly notify FADA-CATEC of any violation or deviation from quality control system and to advise FADA-CATEC of the quantity and specific identity of any Goods delivered to FADA-CATEC during the period of such violation or deviation.

35. In the event that the Supplier does not have a certified quality guarantee, the Supplier shall allow the temporary assessment of its quality control system by the personnel appointed by FADA-CATEC. The Supplier undertakes to present a detailed program for the obtaining of a certificate under the rule ISO 9000 or similar.

36. Any quality incident detected by FADA-CATEC in the Goods supplied shall be communicated to the Supplier in writing. The Supplier shall issue an immediate response to the non-conformity report or similar document sent by FADA-CATEC, and shall punctually inform FADA-CATEC about the cause of the incident and the corrective measures defined and executed.

37. The supplier must apply the proper controls to its direct external suppliers and other people involved in the supply chain, to ensure that the requirements are accomplished.

38. Non-conforming processes, products or services and obtain approval for their disposal, do not use counterfeit parts, notify FADA of changes in processes, products or services, including changes from their external suppliers or the location of production, and Obtain approval from the organization before continuing, deploy the requirements applicable to external suppliers, include customer requirements, provide test probes for approval, inspection / verification, research or audit of the design, maintain documented information, include periods conservation and requirements for disposal.

39. The supplier shall have the right of access to FADA, its client and the regulatory authorities in the access areas of all facilities, at any level of the supply chain.

40. The supplier must ensure that people are determined by their contribution to the conformity of the product or service; its contribution to product safety and the importance of the ethical code.

ENVIRONMENT

41. The Supplier must comply with all that set out in the current regulations on the environment with regards to the generation and handling of refuse, waste, atmospheric emissions, noise and the prevention of ground pollution. Likewise, it is responsible for ensuring compliance with all regulations on the use and storage of chemical products in working areas for the duration of the Contract, and shall be liable for any breach of obligations regarding the environment.

42. FADA-CATEC may request from the Supplier a copy of those documents which evidence the correct handling of generated waste (agreements entered into with agents, authorizations and delivery registers etc.).

43. The Supplier shall regularly remind its employees of the environmental obligations which, either through legal obligation or through express request by FADA-CATEC is assumed under the Contract.

44. FADA-CATEC may check compliance with all of the aforementioned requirements, without the Supplier losing any of the environmental responsibilities incumbent upon it.

INSPECTIONS

45. FADA-CATEC reserves the right to carry out all inspections it deems appropriate in order to guarantee the quality of the Goods, the adequacy of the production systems, the processes, the status of the tools and equipment furnished to the Supplier, the fulfillment of the deliveries and the conditions established in the Contract. With respect to inspections of finished Goods, these shall not prevent a subsequent rejection by FADA-CATEC or its customer.

46. The Supplier undertakes to allow access to its premises by FADA-CATEC's employees, to offer the help of its staff and to provide any documents requested by FADA-CATEC in order to carry out its task. The access of CATEC to the suppliers facilities will be defined by the suppliers.

WARRANTIES

47. The Supplier represents and warrants to FADA-CATEC: (i) that the final Goods delivered are: (a) free from any design, workmanship, raw material or manufacture defects; (b) in line with the specifications, drawings, samples, quality, quantity and other descriptions specified in the Order and in any other information or instruction notified to the Supplier; (c) appropriate for the purpose to which they are

destined; (d) new and of top quality; (e) compliant with national and international legislation in force and applicable at the time of delivery in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in line with the specifications and any other requirements specified in the Order and in any other information or instruction notified to the Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and (c) it complies with national and international legislation in force. All declarations and warranties made by the Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

48. If any defects arise during the warranty period for which the Supplier is liable FADA-CATEC may choose: (i) to rescind the Contract; (ii) to request the Supplier to repair or replace the defective Goods. FADA-CATEC shall be entitled to withhold any payment due to the Supplier until the defective Goods have been repaired or replaced. If the Supplier does not remedy the defect with sufficient haste, FADA-CATEC may correct the defect directly or through a third party and the Supplier shall be responsible for all costs related thereto; or (iii) to request the Supplier to provide the defective Service once more. The warranties and remedies provided for in this Clause 10 shall be in addition to the right of FADA-CATEC to claim compensation for loss, damage and costs and to those rights implied by or available at law.

ORGANISATION

49. The Supplier shall fully exercise the tasks of management and organization over the staff assigned to the execution of the Contract.

50. The Supplier, who declares to be up to date with its tax and employment and pensions obligations, assumes to be obliged to abide by the applicable legislation, especially with regard to any statutory registration of its workers, the payment of workers' wages, pensions and insurance. Likewise, the Supplier shall, upon request by FADA-CATEC, make available those documents which evidence the employment situation of the workers and the fulfillment of all employment obligations with regards to insurance payments, and shall provide, in the shortest period of time possible, the corresponding evidence issued by the insurance company or by governmental authorities.

51. The Supplier shall comply with all that set out in the legislation on health and safety at work for all staff employed, whether directly or indirectly, in the performance of the services, and shall fully assume the liability deriving from any breach of its employment and pensions obligations, accidents at work or breach of employment and pensions law. The Supplier shall immediately notify FADA-CATEC any serious accident suffered by its employees or subcontractors.

52. FADA-CATEC may supervise the compliance of the aforementioned issues, without the said supervision releasing the Supplier from its exclusive liability.

53. The Supplier shall keep FADA-CATEC indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of the breach of the legal and/or contractual obligations of the Supplier with its employees, agents, collaborators, suppliers or subcontractors.

54. The Supplier shall continuously act in the execution of the Order as an independent corporation or entrepreneur and not as an agent or representative of FADA-CATEC. In no event an employment relationship shall be deemed to exist between FADA-CATEC and the Supplier's staff.

55. The Supplier only shall be held liable for any damages and losses resulting from acts or omissions of any kind of the Supplier, its agents, employees, subcontractors and counterparties, keeping FADA-CATEC fully indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of any act or omission of the same.

INSURANCE

56. Each party shall take out and maintain the insurance policies required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. The liability is limited to the maximum lost value

57. In any event, the Supplier shall be sufficiently insured against the damages resulting from its activities and products.

58. At FADA-CATEC's request, the Supplier shall provide copies of the insurance policies and the receipt of payment of the corresponding premium. Until the execution of the Order has been completed, the insurance policies cannot be modified or cancelled without the prior written authorization of FADA-CATEC.

DATA PROTECTION

59. Andalusian Foundation for Aerospace Development is the controller of the Data Subject's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD). Such processing shall be carried out exclusively for the execution of the contract and the data shall be retained indefinitely for archiving purposes as long as none of the parties object to it. Disclosing data to third parties (unless legally obliged) is not foreseen, and if it is necessary to do so for the execution of the contract, the Data Subject will be informed beforehand.

60. The Data Subject is informed that they have the right to withdraw their consent to the processing of data at any time and that, if this right is exercised, the contract must be terminated in accordance with the terms set out therein, as data processing is essential for the execution of the contract. The Data Subject may also exercise at any time their right of access, rectification, erasure and portability of their data and those of limitation and objection to their processing by contacting Andalusian Foundation for Aerospace Development. Parq. Tecnológico Aeronáutico de Andalucía. c/ Wilbur y Orville Wright, 19 - 41309 La Rinconada (Sevilla). Email: info@catec.aero, and if you consider that the processing of data does not comply with current legislation, you may file a complaint with the Spanish Supervisory Authority (www.aepd.es)

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CONFIDENTIALITY

61. Any technical, economic or commercial information regarding FADA-CATEC, their customers or products, which may become known to the Supplier as a consequence of the Contract, including the terms of the same, are of a confidential nature. The Supplier undertakes not to disclose any confidential information to third parties or to use the same, directly or indirectly, for any purposes other than those envisaged in the Contract.

62. The transfer of confidential information by the Supplier to its employees should only be carried out when strictly necessary in order to fulfill the purposes of the Contract, with the Supplier guaranteeing in all cases that its employees shall comply with the obligation regarding confidentiality as contained in the foregoing paragraph.

63. At the termination of the Contract, the Supplier shall, upon written request from FADA-CATEC; hand over all of the documents generated, and shall not keep a partial or total copy of the same.

64. The present Clause shall remain valid for a period of five years subsequent to the conclusion or termination of the Contract.

65. At FADA-CATEC's request, the Supplier shall provide him with technical information on the goods and equipment, including (but not limited to) construction drawings of the manufacture equipment or tools and their technical specifications for their assessment and approval by FADA-CATEC. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of the Supplier. FADA-CATEC shall keep the information supplied confidential in line with the provisions of this clause.

PROPRIETARY RIGHTS

66. All technologies, processes, methods, formulae, designs, specifications, patents, brands, service brands, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual and industrial property and any other confidential information (including, but not limited to, any improvements or alterations and work deriving from the same) which come about by virtue of the Contract shall at all times remain the exclusive property of FADA-CATEC.

ASSIGNMENT AND/OR SUBCONTRACTING

67. The Supplier shall not assign, transfer, substitute or subcontract to third parties any of its rights and/or obligations under this Contract without the prior written consent of FADA-CATEC (in particular, the ordinary credit rights deriving from its invoices to FADA-CATEC). The responsibilities of the Supplier in relation to the Contract shall remain the same, whether it has been executed by the Supplier or by an authorized subcontractor.

FORCE MAJEURE

68. Any circumstance which is unforeseeable or which, being foreseeable, is unavoidable, and which hinders extraordinarily or impedes any of the parties to fulfill its obligations shall be deemed a force majeure event.

69. For these purposes, the following shall not be considered force majeure events: strikes, production stops and labor conflicts which exclusively affect the employees or the personnel engaged by the Supplier, the lack of means of transport or materials, delays attributable to subcontractors, or those circumstances which the Supplier does not convey to FADA-CATEC within the five days following their commencement, together with a description of the same and their estimated duration as well as the measures adopted or that may be adopted in order to resolve or to minimize as much as possible the adverse consequences arising from the force majeure event.

70. Whenever a force majeure event occurs, the timing for the execution of the Order shall be extended for a period equivalent to the duration of the force majeure event. If the force majeure event extends over 120 days, or regarding the circumstances, it is obvious that it will extend over 120 days, the part not affected by such event shall be entitled to terminate the Contract by notifying the other party.

NULLITY

71. Whenever any of the provisions of the Contract or of these CP are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

72. The parties agree to replace any clause which is declared invalid, void or unenforceable with another valid clause which is as similar as possible to the original in terms of purpose.

SPECIAL CONDITIONS

When the purchase is limited to the provisions of Law 38/2003, of 17 November, General Subsidies; the provisions of Article 31.3 will be followed, for cases in which the amount of the eligible expenditure exceeds the amounts established in Law 30/2007, of 30 October, on Public Sector Contracts for the minor contract (€15,000), or lower amounts according to the requirements of the call of the substantive funding body (for example, €5,000 in the case of the Interreg VI-A Spain-Portugal Cooperation Programme (POCTEP) 2021-2027), the beneficiary must request at least three offers from different suppliers, prior to contracting the commitment for the work, the provision of the service or the delivery of the good, unless due to their special characteristics there is not a sufficient number of entities in the market to carry them out, or unless the expenditure was incurred prior to the subsidy.

TERMS

73. These CP shall take effect at the moment they are signed and shall remain valid for the duration of the commercial relationship between FADA-CATEC and the Supplier.

74. FADA-CATEC or the Supplier may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the defaulting party, in any of the following cases: (i) material breach by the defaulting party of any of the clauses contained in the Contract; (ii) whenever the defaulting party becomes unincorporated or is declared bankrupt, insolvent or in receivership; (iii) any legal situation which limits the capacity of the defaulting party to manage or dispose of its assets and which negatively affects the compliance with the obligations under the Contract (among others: being unable to pay its debts, passing a resolution for its winding up or a court of competent jurisdiction making an order for the party to be wound up or dissolved, the appointment of an administrator of or, the making of an administration order or the appointment of a receiver or an administrative receiver).

75. FADA-CATEC may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the Supplier, in any of the following cases (i) whenever, in the opinion of FADA-CATEC, the delays in the manufacturing, assembly or execution processes could jeopardize the scheduled delivery times and/or the quality levels specified in the Contract were not achieved; (ii) in the event of a "Change of Control" of the Supplier. For the purposes of this Clause "Change of Control" means the likelihood of one or more persons acting together taking the control of the Supplier so that, in the reasonable opinion of FADA-CATEC, its interests are adversely affected. Such "Change of Control" shall take place when, after the direct or indirect acquisition of the Supplier, any of the requirements specified in Article 4 of the 24/1988 Stock Exchange Law (Ley 24/1988 del Mercado de Valores) occur in order to consider that the Supplier belongs to the same group as the acquirer or acquirers of its shares.

APPLICABLE LAW AND JURISDICTION

76. The Contract and all relationship between the parties by virtue of that contained in the same shall be governed by Spanish Law, in accordance with which any interpretation shall be made.

77. All lawsuits, discrepancies or claims between FADA-CATEC and the Supplier as a result of the interpretation or execution of the Contract, or which are related directly or indirectly with the same, shall be settled definitely through institutional arbitration in law by the Arbitration Court of Seville (Spain), which shall be entrusted with the administration of the arbitration proceedings and the appointment of the arbitrators in accordance with its regulations and statutes. The parties undertake to abide by the resulting arbitration award. An arbitration clause does not prevent any party from requesting interim or conservatory measures from the courts.

FRAUD & CORRUPTION

78. The Supplier shall prevent any fraudulent activity by any of its representatives in connection with the receipt of monies from FADA-CATEC. Suppliers warrant and undertake that they have not given, and will not give, any gift or commission, nor have agreed, and will not agree, to pay commission to any FADA-CATEC's employee, agent, servant or representative in connection with a Contract. If Suppliers, or anyone acting on its behalf, are in breach of the foregoing provisions, FADA-CATEC may (i) terminate the Contract and recover from Suppliers the amount of any loss suffered by the FADA-CATEC resulting from such termination or (ii) recover in full from Suppliers any loss sustained by FADA-CATEC in consequence of any breach of this paragraph, whether or not the Contract has been terminated.

IT SECURITY

79. Suppliers who access FADA-CATEC's electronic information exchange spaces or tools may only do so through the channels or tools enabled and through the credentials provided by FADA-CATEC. These credentials will be for personal and non-transferable use and in no case may they be shared and/or published. If these credentials are compromised at any time, users will be obliged to notify them immediately for their revocation. Access to these spaces and tools for the electronic exchange of information may be revoked at any time for maintenance or security reasons unilaterally by FADA-CATEC. In the case of physical access to FADA-CATEC's facilities, suppliers and customers will completely refrain from connecting their devices to FADA-CATEC's internal networks. Physical and/or remote access to any of FADA-CATEC's computer devices will be carried out with the explicit consent of FADA-CATEC's Systems Department, using the means and tools, and under the conditions, deadlines and forms defined by it. Suppliers who have electronic information exchange with FADA-CATEC (including e-mail) will have the obligation to report in the shortest possible time any computer security incident they suffer in their own facilities, infrastructures or computer tools.

TRADE CONTROL AND EXPORT COMPLIANCE

Without limiting its obligations under applicable laws, Supplier shall comply with applicable export, import and sanction laws, regulations, decrees, policies and authorizations, as they may be amended from time to time, of the Trade Control Laws under which business operations are conducted.

HUMAN RIGHTS

79. The Supplier undertakes not to admit to employment, directly or indirectly, anyone below the minimum age as defined in the International Labour Organisation Convention.

80. The Supplier undertakes: (i) not to apply, directly or indirectly, forced labor or any means of labor under duress; (ii) not to apply, amongst its employees, physical punishment, threats of violence nor any other means of duress or physical or mental abuse; (iii) to avoid any kind of discrimination amongst its employees, meaning any distinction, exclusion or preference giving rise to duress or inequality based on race, color, sex, religious belief, political opinion, nationality, disability or any other personal, physical or social condition.

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81. FADA-CATEC reserves the right to request information and/or carry out inspections it considers appropriate in order to guarantee the Supplier's observance of Human Rights, without this releasing the Supplier from its exclusive liability in relation thereto. Where the Supplier is in breach of any of the foregoing provisions, FADA-CATEC shall take the measures it considers appropriate, including the suspension and/or termination of the Contract.