

**OBJECT**

1. The present document establishes the General Purchasing Conditions (hereinafter the "GPC") 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 Gamesa Technology Corporation, Inc. and/or any affiliate, or subsidiary company (hereinafter, the "Buyer"). Buyer and Supplier are referred to herein individually as a "Party" or collectively as the "Parties."

**CONTRACTUAL DOCUMENTATION**

2. The relationship between Buyer and Supplier shall be governed by the following contractual documentation (hereinafter the "Contract"), in descending order of priority: (a) the purchase order (which, when an underlying written agreement exists, will be governed by that written agreement and not the GPC) issued by Buyer (hereinafter the "Order") and, if applicable, the Delivery Schedule to be incorporated into the Order (as set forth in Section 6); and (b) a written agreement, if any, between Buyer and Supplier with respect to Supplier's provision of the Goods and/or Services (hereinafter, the "Agreement"). Where a conflict exists between the Contract documents, documents listed earlier in the above sentence shall control over later-listed documents. If there is any doubt regarding the interpretation of any Contract document, Supplier shall act in accordance with the instructions of Buyer.

3. These GPC expressly limit Supplier's acceptance to the terms of the offer described herein, and Buyer hereby objects to any different or additional terms contained in any proposal by Supplier or response by Supplier to these GPC or to the Order issued by Buyer. Supplier's written acknowledgement or acceptance of Buyer's Order or commencement of performance there under shall constitute Supplier's acceptance of all terms and conditions herein, and any modifications by Supplier shall be automatically rejected. Supplier hereby acknowledges that when a written Agreement does not exist, these GPC automatically are incorporated in the Order. The terms of the Agreement, these GPC, the Order, and any previously executed confidentiality agreement between the Parties are the sole and exclusive terms on which Buyer agrees to be bound.

4. No amendment or addition to or modification of the Order or any provision hereof shall be binding upon Buyer or Supplier, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties. Any purported amendment, addition, modification or waiver entered into orally or otherwise not in compliance with this provision shall be void and unenforceable. The acceptance of an Order by Supplier (whether written or by performance) shall be deemed to include the acceptance of these GPC which shall be deemed incorporated in each Order irrespective of whether they are expressly referenced in such Order.

**ORDERS AND DELIVERY SCHEDULES**

5. Supplier may accept an Order by written acknowledgment or by commencing performance there under. Any commencement of Supplier's performance of an Order without a timely written express acceptance in accordance with the preceding paragraph shall be deemed an acceptance by Supplier of all terms and conditions stipulated in such Order.

6. Each Delivery Schedule is to be interpreted by Supplier as a Buyer forecast. The lead time, as negotiated by the Parties in the Order or Agreement, from current day of the schedule, will be considered "firm" as defined on the supplier release. Changes in date/quantities for Goods and/or Services ordered within the suppliers lead time will be subject to Supplier availability; provided that Supplier shall use its commercially reasonable efforts to accommodate all such requests for increases. Each Delivery Schedule shall refer to an Order number and the amounts of Goods and/or Services. Supplier may accept or reject in writing any Purchase Document, Order or Delivery Schedule within two (2) working days after receipt. If Supplier does not notify Buyer of its rejection within the above time period, Supplier shall be deemed to have accepted such Delivery Schedule and shall be obligated to supply the requested amount of Goods and/or Services within the required delivery period. In Orders of an open nature, changes to prices shall be made by issuing a revised Order, which shall be deemed accepted when Supplier accepts (either actually or deemed) the first Delivery Schedule.

7. Upon reasonable notice to Supplier, Buyer may adjust the amounts which appear in any Order, or order the temporary suspension of deliveries under any Order, without this involving any modification of the price or of the other terms and conditions of the Contract.

**OBSOLESCENCE**

8. In the event that a Good becomes obsolete as reasonably determined by Buyer, Buyer shall give written notice to Supplier that Buyer will be responsible for sixty (60) calendar days of finished material, minus any material that can be reapplied to other products by Supplier. Every reasonable attempt will be made by both Buyer and Supplier to minimize exposure to the possibility of obsolete material.

**PRICES AND FORM OF PAYMENT**

9. The prices reflected in each Order shall be fixed, firm and definitive and are not subject to revision. Buyer and Supplier hereby acknowledge that there is no index or formula pricing. The price shall be understood as including all items which make up, or which may make up, the cost of the Goods and/or Services subject to the Order including, but not limited to, wages, insurance, consumable goods, Supplier's raw materials or third-party costs, transport, packing and labelling, 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, sales, use or excise tax, duties or import charges, and all kinds of charges.

10. Unless otherwise specified in the Order, payment shall be made within 60 days, calculated from the date of receipt of the Goods or the date of the provision of the Service (in the understanding that such receipt shall take place once its conformity has been verified in accordance with the terms of the Contract and the Supplier has issued the corresponding invoice). All payments shall comply, in any event, with the default payment in commercial transactions legislation in force at all times. The effective invoice payment date shall be the first payment date specified in Gamesa's administrative process calendar, after the due date of the invoice. Such calendar shall establish at least one payment date per month.

11. Payment terms shall be reflected on the Order or applicable Agreement.

Supplier must invoice per Order release and invoices must include the following:

1. Order Number
2. Shipper Number
3. Shipment Date
4. Partial and Final Lien Waivers

All financial transactions pursuant to this Agreement will be conducted in United States Dollars unless otherwise agreed to. 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 of such invoice is prior to the date of its corresponding delivery note or bill of lading.

12. If the Supplier changes Tax Registration Code, whenever possible, must forewarn the Buyer 45 days' notice, in order to let the Buyer modify existing orders and reissue them with the new Tax Registration Code. Buyer will only accept invoices with the new Tax Registration Code once the order has been issued again with this new Code.

**DELIVERY DATE AND/OR PROVISION OF SERVICES PERIODS**

13. Unless otherwise specified in the Order, delivery of Goods shall be Delivery Duty Paid ("DDP") to the location indicated by Buyer as per the INCOTERMS in force on the date of the Order. Supplier shall provide, upon delivery of Goods, a delivery note or bill of lading showing the Order number, quantity, price, part number, date of delivery, and, where appropriate, any remarks and any other documentation referred to in the Order. Title and risk of loss to Goods (including Goods supplied as part of Services) shall pass to the Buyer upon Delivery.

14. Delivery of Goods and/or Services shall take place at the moment the inspection sheet is signed by Buyer's designated employee, but such delivery shall not confer acceptance of Goods and/or Services by Buyer. No inspection, test, delay or failure to inspect or test or failure to discover any defect or non-conformance shall relieve Supplier of any of its obligations or prevent a subsequent rejection of Goods and/or Services by Buyer.

15. The delivery dates specified in any Order and/or Delivery Schedule shall be of the essence. Supplier shall immediately notify Buyer of any incident which prevents delivery on the dates scheduled, specifying the reason for delay and if possible the estimated delivery date. If Supplier fails to so notify Buyer, Buyer shall be entitled to compensation for any additional actual, substantiated costs or expenses incurred by Buyer that could have been avoided if Supplier had properly notified Buyer. Supplier shall, at no extra cost to Buyer, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum and to mitigate the impacts thereof to Buyer.

16. Notwithstanding the right of termination of the Order and / or Scheduling Agreement whenever Supplier, for reasons not attributable to a force majeure event, does not meet the established delivery date, Buyer shall be entitled, in addition to the delivery of the product/service, to receive liquidated damages, notwithstanding all other remedies available under the GPC to Buyer for all other damages which may arise under the GPC, at the rate of zero point five percent (0.5%) of the value of the delayed Goods and/or Services for each natural day of delay up to a maximum of 15% of the total value of the delayed Goods and/or Services. If delay in delivery is such that Buyer is entitled to maximum penalty and if the Goods and/or Services are still not delivered, Buyer may terminate the Contract or Order in whole or in part. In any case, the Buyer reserves the right to claim damages suffered as a result of the delay of the Supplier independently of the penalty described above.

17. 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 the Gamesa Supplier Quality Manual (the "GSQM") available on Gamesa web site (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 labelling requirements defined in specifications issued to Supplier or imposed by the applicable legislation. Once packaged, the Goods shall be marked in a perfectly legible manner, according to the labeling Gamesa specification with clear indication of the Buyer's company name and the Order number. If requested by the Buyer, the Supplier shall remove the packaging after delivery of the Goods. The first samples/prototypes subject of an Order must be correctly identified with the FIRST PROTOTYPE LABEL.

**BUYER-SUPPLIED MATERIALS AND COMPONENTS**

18. Whenever it is expressly agreed that Buyer will provide certain materials or components necessary for Supplier to perform under the Contract (hereinafter the "Materials"), Buyer shall retain sole title to such Materials at all times. Supplier shall carry out all actions necessary to safeguard Buyer's title to such Materials, especially in the event of any bankruptcy procedures involving Supplier, and Supplier shall waive any rights of defense arising from a bailment. Supplier represents that no third party or financial institution has the right to encumber the consigned Materials as of conveyance and at any time when Materials are in possession of Supplier. Supplier shall take all actions to keep consigned Materials free and clear of any encumbrance whatsoever. Supplier shall use the Materials exclusively for the performance of the Contract.

19. If Supplier requires Materials from Buyer in order to provide Goods and/or Services, Supplier must request such Materials sufficiently in advance to allow Supplier to meet the agreed upon Delivery Schedule.

20. All Materials supplied by Buyer shall be accompanied by a delivery note or bill of lading indicating the Materials delivered, Buyer's part number, quantity shipped, Buyer's Order number and the shipper number. Supplier shall be responsible for promptly (i) confirming that the type and quantities of Materials delivered correspond to the delivery note or bill of lading; and (ii) inspecting the Materials and informing Buyer of any defect or non-conformity discovered.

21. Supplier shall establish the controls necessary to maintain custody and the integrity of the Materials. Supplier shall store the Materials at its own cost, mark the same as the property of Buyer, and keep them separate from other materials or products.

22. Risk of damage or loss to the Materials shall pass to Supplier upon delivery to Supplier. Supplier shall maintain property and liability insurance (with an insurance company and under terms and conditions acceptable to Buyer) for at least the full replacement value of the Materials in its possession. Supplier shall provide Buyer, within four (4) days following the first delivery of Materials to Supplier, a certificate of insurance confirming the existence and limits of such policy and naming Buyer as additional insured.

**QUALITY**

23. Supplier shall be responsible for the quality of the Goods and/or Services delivered to Buyer, regardless of whether Supplier manufactured or executed them itself or acquired them from a subcontractor. Goods and/or Services shall conform to the quality requirements set out in the documentation, drawings, specifications and regulations provided to Supplier and referred to in the Order, as well as with the provisions of the GSQM. No technical modifications shall be made without prior written consent from the Buyer.

24. If Supplier is requested to supply prototypes in order to permit homologation of Supplier's production facility, Supplier shall send to the quality controller of such facility all documents required for homologation of the relevant components under the GSQM issued by Buyer sufficiently ahead of the arrival of the prototype to permit its production in conformity with the GSQM.

25. In the serial supply of Goods, Supplier shall provide all agreed upon documentation and quality certificates correctly filled out, in accordance with the GSQM and sufficiently ahead of the

delivery of such Goods as to prevent delays in Buyer's production process due to rejection of Goods. Such certificates shall clearly reference Buyer's drawings and specifications as well as their respective revisions.

26. To meet the preceding quality requirements, Supplier must have a quality guarantee system which allows the Goods delivered to meet Buyer's specifications. This system must be appropriately documented and structured in accordance with the directives of a recognized standard certified by an independent third party (ISO 9000 or similar). Supplier shall have a continuing obligation to promptly notify Buyer of any violation or deviation from this quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of such violation or deviation.

27. Supplier (i) shall allow the assessment of its quality control system by Buyer-appointed personnel and Buyer is to provide Supplier with appropriate notification of said audit. If Supplier has no quality system certification, Supplier shall present a detailed plan for obtaining a certificate under ISO 9000 or a similar standard

28. Buyer shall notify Supplier in writing of any quality nonconformity detected by Buyer or its customers in Goods supplied by Supplier. Supplier shall promptly respond to a non-conformity report or similar document issued by Buyer and shall promptly investigate and inform Buyer of the cause of the nonconformity and the corrective measures taken to correct it. Any change in the process of manufacture of the Goods or parts or components of the Goods that affects the performance of the Goods or their repair and servicing must be immediately communicated to Buyer in writing, who shall have the right to reject such change. Modifications of any of the parts and components of the Goods shall be deemed major changes for this purpose. Any other changes shall be notified in writing to Buyer for information purposes.

29. Buyer reserves the right to carry out all inspections it deems appropriate in order to guarantee the quality of Goods, the adequacy of the production systems, the processes, and the status of Materials, tools and equipment furnished to Supplier. Supplier agrees to allow reasonable access to its premises (or to obtain access to the premises of its suppliers or subcontractors) by Buyer's employees, to offer the assistance of its staff, and to provide any documents reasonably requested by Buyer in order to assist such inspection

30. Buyer shall not be required to purchase one hundred percent (100%) of its requirements of the indicated Goods and/or Services on the Order or delivery schedule for the Term unless Supplier meets the minimum acceptable standards for delivery and quality as defined in the GSQM. Buyer will give Supplier written notice of any failure to comply with such requirements as soon as reasonably practicable after Buyer becomes aware of any such issues.

#### WARRANTIES

31. In addition to any warranties made by Supplier in its brochures, catalogues, sales materials or other documentation, Supplier represents and warrants to Buyer that: (i) the Goods and/or Services are free from any defect in design, workmanship, raw material or manufacture; (ii) the Goods and/or Services conform to the specifications, drawings, samples or other descriptions applicable thereto; (iii) any Services are performed in a professional and workmanlike manner; (iv) any Goods are merchantable and fit for the particular purpose for which Buyer is purchasing the Goods; (v) the Goods are new and of intended quality, unless otherwise specified by Buyer; (vi) Supplier has conveyed to Buyer good and unencumbered title to the Goods and/or Services; and (vii) the Goods and/or Services comply with applicable local, state, federal laws and/or international legislation, and domestic industry-recognized standards currently applicable to such or similar Goods and/or Services. The term of such warranty (the "Warranty Period") shall be as set forth in the applicable Order or, if not so specified, three (3) years from the date of delivery of such Goods and/or Services.

32. If during the Warranty Period any of the Goods and/or Services delivered by Supplier do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, (i) require Supplier to correct any defective or non-conforming Goods and/or Services at Supplier's expense; (ii) if Supplier fails to timely correct any defect or nonconformity, correct such defect and charge the expense of such correction to Supplier; (iii) obtain a refund from Supplier for any defective or non-conforming Goods and/or Services and return such Goods and/or Services to Supplier at Supplier's expense; or (iv) obtain cover Goods and/or Services and charge the additional costs incurred in obtaining such cover Goods and/or Services to Supplier. Such remedies are in addition to other remedies available at law or equity, and are not exclusive.

33. Any warranties made by Supplier shall run to Buyer and be freely assignable to Buyer's successors, affiliates, assignees, financing parties, and customers without any requirement for Supplier's consent. Supplier shall assign warranties made by other parties on or before the commencement of the Warranty Period, including its vendors and suppliers, to Buyer to the fullest extent permitted by contract and applicable law.

#### INDEPENDENT CONTRACTOR

34. The relationship of Supplier to Buyer is that of an independent contractor. Nothing contained in these GPC or any other Contract document shall create an agency relationship between Buyer and Supplier. Supplier's employees shall not be considered employees of Buyer for any purpose.

35. Supplier shall abide by all applicable laws with respect to its employees, and shall be solely liable for any breach of its contractual or legal responsibilities to its employees, agents, suppliers or subcontractors, including but not limited to health and safety (including Paragraphs 55 and 56), immigration, worker's compensation, wage and hour, benefits and insurance obligations.

36. Supplier shall immediately notify Buyer of any accident involving its employees, agents, suppliers or subcontractors taking place at a wind farm project or Buyer's facility.

#### INSURANCE

37. In the event that Supplier, its employees, agents, or subcontractors enter the site(s) of Buyer or its customers for any reason in connection with an Order, then Supplier and its subcontractors shall procure and maintain for the duration of the performance of the Order worker's compensation, employer's liability, comprehensive general liability, including bodily injury and property damage insurance, and property damage insurance for any equipment they may bring to the site(s), and in general, such other insurance (e.g., products liability insurance, performed works liability insurance) as Buyer may require. Policies will keep reasonable limits according to the risk of the activity and any third party requirements, and be provided by insurance companies of a reputable solvency. In addition, Supplier and its subcontractors shall comply with all site requirements. Supplier shall provide to Buyer a certificate of insurance showing Supplier's compliance with these requirements and a pre-cancellation notice to Buyer of at least thirty (30) days. Supplier shall name Buyer as an additional insured for the duration of the Order. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. "Subcontractor" as used in this clause shall include Supplier's subcontractors at any tier.

#### INDEMNIFICATION

38. Supplier shall defend, indemnify and hold Buyer and its directors, officers, employees, assignees, agents, shareholders, and affiliates harmless from any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including costs and expenses related thereto (including reasonable attorney's fees), arising from Supplier, its employees, agents, contractors, suppliers or other representatives including: (i) the death or bodily injury to any person or damage to property on account of: (a) any alleged or actual defect, whether latent or patent, in any Good or Service provided hereunder, or (b) the actual or alleged negligence or intentional misconduct of Supplier or any agent, employee, subcontractor or consultant of Supplier; (ii) Supplier's actual or alleged infringement of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right; (iii) any claims or liabilities for royalties, liens or any other encumbrances on the Goods and/or Services supplied; (iv) any actual or alleged breach of Supplier's contractual or legal obligations to its employees, agents, consultants or subcontractors; (v) or actual or alleged violation of the Environmental Requirements or the Health and Safety Requirements.

#### CONFIDENTIALITY

39. Buyer and Supplier each agree to keep confidential all information provided by the other party which the receiving party knows or reasonably should know to be confidential or proprietary information or documentation of the disclosing party (collectively, "Confidential Information"), including but not limited to the existence and terms of the Contract, Order and these GPC. In the event that Parties previously executed a confidentiality agreement ("Previous CA"), that Previous CA will supersede terms and conditions in this Section 38 and will be incorporated herein. Further, notwithstanding anything contained to the contrary in the Previous CA, the term of the Previous CA shall be extended to be commensurate with the term of the Contract plus the Previous CA shall survive for an additional year. Buyer may disclose information to prospective purchasers of the project in which the Goods and/or Services are incorporated, the financing parties in connection with such project and any other financial institutions expressing interest in providing debt financing or refinancing or other credit support to Buyer, and the agent or trustee of any of them; provided, however, that such disclosures shall be subject to the agreement of such persons to keep such information confidential pursuant to the terms of this section. Supplier shall limit disclosure of Buyer's Confidential Information to those employees, agents or subcontractors with a need to know in order to fulfil Supplier's obligations under the Contract or any Order; provided that Supplier shall be responsible for any breach of its confidentiality obligations by such employees, agents or subcontractors. In the event that a Party is requested or required (by oral questions, interrogatories, requests for information, or by applicable legal or regulatory authority or by any rule or regulation of any stock exchange market or by any administrative or government body) to disclose any Confidential Information, the Party shall promptly notify the other Party of such request or requirement prior to disclosure so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement, as applicable.

40. The Supplier shall indemnify and hold harmless the Company against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from i) the alleged infringement by the Supplier of patent, trademark, copyright or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods, ii) property damage, personal injury or any pecuniary losses sustained by any person arising out of any of the acts, omissions or negligence or fault of Supplier, his agents or employees.

#### ASSIGNMENT

41. Buyer may freely assign without consent of Supplier this Order and these General Conditions to companies within the group of Gamesa Corporación Tecnológica, S.A., provided that the assignee company has not been declared insolvent by a court of competent jurisdiction.

#### FORCE MAJEURE

42. 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. For purposes of these GPC, the following shall not be considered force majeure events: (i) strikes, production stops and labour conflicts which exclusively affect the employees or the personnel engaged by Supplier; (ii) the lack of means of transport or materials; (iii) delays attributable to Supplier's subcontractors (regardless if Supplier declares a force majeure); (iv) change of law; or (v) those circumstances which Supplier does not convey to Buyer within five (5) calendar days following their commencement. The party claiming a force majeure event shall notify the other party of such event within five (5) calendar days of its commencement. Party claiming the force majeure event is obligated to take all necessary measures to mitigate the force majeure event. Such notice shall describe the claimed force majeure event, its estimated duration, its estimated impact on the notifying party's ability to perform under the Contract or Order, and the measures the notifying party proposes to adopt to resolve or to mitigate the adverse consequences arising from the force majeure event.

43. Whenever a force majeure event occurs, the timing for the execution of the Contract or Order shall be extended for a period equivalent to the duration of the force majeure event. If the force majeure event persists more than one hundred twenty (120) days or it becomes obvious that it will persist more than 120 days, the party not affected by such event shall be entitled to terminate the Contract or Order by notifying the other party.

#### SEVERABILITY

44. If any provision of this GPC or any Order shall be declared illegal, void or otherwise unenforceable, the remaining provisions shall remain in full force and effect and valid. The Parties shall replace any clause which is declared invalid or void with another valid clause which is as similar as possible to the original in terms of purpose and effect.

#### TERMINATION

45. These GPC shall expire according to their own terms upon provision by Supplier of the last of the Goods and/or Services contemplated under a Contract or Order, except as otherwise set forth below.

46. In the event of a default or breach of Buyer's or Seller's obligations hereunder, Buyer or Supplier may totally or partially cancel the Contract or Order, 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 under the Contract or Order; (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 its compliance with its obligations under the Contract (including but not limited to being unable to pay its debts, passing a resolution for its winding up or a court of competent jurisdiction ordering the party to be wound up or dissolved, the appointment of an administrator or the making of an administration order or the appointment of a receiver or an administrative receiver).

47. Buyer may totally or partially cancel the Contract or Order, without incurring any cost, by providing written communication to Supplier, in any of the following cases: (i) whenever, in the

opinion of Buyer, delays in the manufacturing, assembly or delivery of Goods and/or Services could prevent Supplier from consistently meeting the delivery times and/or the quality levels specified in the Contract; (ii) in the event of a "Change of Control" of Supplier. For the purposes of this Clause "Change of Control" means the likelihood of one or more persons acting together taking the control of Supplier so that, in the reasonable opinion of Buyer, its interests are adversely affected. Such "Change of Control" shall take place when, after the direct or indirect acquisition of Supplier, Supplier belongs to the same group as the acquirer or acquirers of its shares according to applicable law.

48. The following provisions shall survive the expiration or termination of these GPC, the Contract or an Order: Prices and Form of Payment, Warranties, Environmental Requirements, Indemnification, Confidential Information, Applicable Law and Jurisdiction, and Proprietary Rights.

**APPLICABLE LAW AND JURISDICTION**

49. Supplier's provision of Goods and/or Services to Buyer shall be governed by and shall be construed, interpreted and enforced according to the laws of the State of New York without regard to choice of law principles thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to Orders or these GPC. The parties hereby consent to the nonexclusive jurisdiction of the state and federal courts of New York over any dispute arising under these GPC, the Contract or an Order.

**COMPETITIVENESS**

50. Supplier will use its best efforts to assure that all contract items remain competitive in terms of technology, design, and quality and price with similar goods available to Buyer. If, in the reasonable opinion of Buyer, any such items do not remain competitive as defined above, Buyer, to the extent it is free to do so, will notify Supplier of the area(s) in which other goods are more competitive. If, within thirty (30) days, Supplier does not agree to timely sell such items with comparable technology, design or quality or, if applicable, at a competitive price, Buyer may terminate the applicable Order and purchase the applicable Items from another supplier without liability to Supplier.

**SUPPLIER CODE OF CONDUCT**

The Buyer sets up minimum values to guarantee that activities and practices of the Supplier respect human rights and fundamental liberties in accordance with, at least, the Universal Declaration of Human Rights and the principles comprised in the eight main International Labour Organization's Conventions (ILO). Taking into consideration the circumstances, the Supplier shall respect any other additional rules and standards. The Supplier shall ensure that this Code of Conduct is properly deployed through all its value chain.

51. Prohibition of forced labor: The Supplier will not tolerate, will not participate nor benefit of any form of forced labor, including bonded labor, debt bondage, forced prison labor, slavery or human trafficking. All employment is voluntary, and all workers are free to leave the job at any time or terminate their contracts.

52. Prohibition of child labor: The Supplier will not tolerate, will not practice nor support the use of child labor. The term "child" refers to anyone under 15 (or 14 if permitted by national law), or that is not the age for completing compulsory education, or do not have the minimum age to work in the country, the greater of them.

53. Non-discrimination: The Supplier will not tolerate, will not practice nor support any kind of discrimination based on race, color, age, sex, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in contracts, living wages and labor practices related to employment practices such as promotions, bonuses, access to training, dismissal or retirement.

54. Respect to the freedom of association and collective bargaining: The Supplier will respect the rights of workers to associate freely, join or not join labor unions, seek representation, join workers' councils in accordance with local law and to bargain collectively with the company or its representatives. The Supplier guarantees that the representatives and any employee involved in organizing workers, are not subjected to discrimination, harassment, intimidation or retaliation for being members of a union or participating in union activities, and that such representatives have access to their affiliates in the workplace. When the rights of freedom of association and collective bargaining are restricted by law, appropriate channels should be designed to ensure fair and independent practice.

55. Fair treatment: The Supplier will not tolerate, will not practice nor support acts of physical, verbal, sexual or psychological harassment, abuse or threats in the workplace. The Supplier will define policies and disciplinary procedures to be properly communicated to all working people and will take measures to prevent such acts and repair where applicable.

56. Fair wages: The Supplier will ensure that the recruitment process is fair and provides a living wage to all employed persons in compliance with all applicable laws and industry standards on wages, including those relating to minimum wages, ensuring that are sufficient to meet basic needs and to offer some discretionary spending capacity.

57. Working hours: The Supplier will ensure that the conditions of the working day, overtime, vacation and permissions are fair and nondiscriminatory, in compliance with all applicable laws and industry standards on overtime, holidays or benefits required by law.

58. Regulatory Compliance health & safety at work: The Supplier will comply with all the provisions of the regulations of Health and Safety at Work, regarding personnel employed directly or indirectly, for the implementation of the Contract and will assume all responsibilities for failure to comply with work duties, workplace accidents and breach of Labour Legislation. The Supplier further commits to inform Gamesa of any serious accident involving their personnel employed or contracted.

59. Safe working conditions: The Supplier will ensure a safe and healthy workplace and will take effective measures to prevent potential accidents and injuries to the health of working people, arising from working activities, associated with them, or arising during that period, minimizing - to a reasonable extent- the root causes of hazards inherent in the working environment, given the current knowledge of the industry and of any specific hazards.

60. Protection against risks: The Supplier will minimize worker's exposure to potential safety hazards through appropriate design controls, engineering control, preventive maintenance and safe working procedures, and will provide ongoing safety training. In cases where hazards cannot be properly controlled by these means, the Supplier will provide to the workers adequate and well-maintained personal protective equipment. The supplier will notify in writing to the employees of the specific hazards of the job performance and the mandatory preventive measures to be taken to avoid those hazards. Furthermore, Supplier will deliver to Gamesa a copy of the letter issued to each worker and signed by them.

61. Regulatory Compliance environmental protection: The Supplier will comply with all the requirements of environmental regulations regarding waste generation and management, discharges, air emissions, noise and pollution prevention of soil. The Supplier will also comply with all regulations on the use and storage of chemicals in the working areas throughout the execution of the Contract and will assume all responsibilities for failure to comply its obligations to the

environment. Gamesa may request to the Supplier copies of all documents that prove the right management (contracts with waste disposal firms, authorization and delivery records, etc.) of waste. The Supplier will promptly inform all its employees of the environmental obligations, by legal imperative or by express request of Gamesa that are acquired under the contract.

62. Energy efficiency: In order to minimize energy consumption and reduce greenhouse gases emissions to the atmosphere, the Supplier will report to Gamesa the emissions to the atmosphere for those products supplied annually to Gamesa, via email to: corporate\_esh@gamesacorp.com

63. Environmental Emergencies: The Supplier will ensure that potential situations of emergency and emergency events are identified and evaluated, and their impact minimized by implementing emergency plans and procedures for response.

64. Materials supplied: The Supplier is expected to be "DRC conflict-free". That is, provides no means of production or products containing tin, tantalum, tungsten and / or gold from the region belonging to the Democratic Republic of Congo (DRC), Central African Republic, South Sudan, Zambia, Angola, Congo, Tanzania, Burundi, Rwanda and Uganda. Otherwise the Supplier will notify Gamesa which conflict minerals is and which products are affected.

65. Corruption and bribery: The Supplier will not to tolerate, will not permit nor get involved in any kind of corruption, extortion or bribery in the performance of the business. The Supplier shall ensure the maintenance of highest standards of integrity in all business interactions, adopting a zero tolerance policy to prohibit any form of bribery, corruption, extortion and embezzlement (including the promise, offering, giving or accepting of any bribe). The Supplier will prevent any fraudulent activity by any of its representatives in connection with the receipt of any amount of money from the Buyer or its affiliates. The Supplier warrants and undertakes in relation to any contract with the Buyer and any group company: (i) it has not given and will not give, any gift or commission, and (ii) that has not agreed, and will not agree to pay any fee to any Buyer's employee, agent, servant or representative of Buyer. If the Supplier, or anyone acting on its behalf, is in breach of the foregoing provisions of this paragraph, the Buyer may (i) terminate contracts with the Supplier and/or its affiliates and recover from the Supplier any the amount of any loss suffered by the Buyer resulting from such termination or (ii) recover in full from the Supplier any loss sustained by the Buyer and/or its affiliates as a result of any breach of this section, whether or not the contract has been terminated.

66. Security and surveillance forces: The Supplier will ensure that security and surveillance procedures are in accordance with internationally recognized human rights principles on the implementation of the law and the use of force. The security operations, as well as collaboration with the public and private security forces will be consistent with the laws of each country and with international standards and guidelines as well as with the Voluntary Principles on Security and Human Rights.

67. Fair Competition: The Supplier will maintain fair competition standards of business, advertising and to will exercise responsible taxation, tax filing and paying obligations on time and avoiding double counting.

68. Local communities and indigenous people: The Supplier will consult local communities about the activities, projects, strategies or works affecting their territories and their way of living through a process of Free Prior and Informed Consent (FPIC) through culturally appropriate procedures. The Supplier will ensure not to participate nor benefit from forced relocations.

69. The Buyer reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of Suppliers' Code of Conduct by the Supplier, without these actions releasing the Supplier from its own exclusive and personal liability. In case of breach of the Code of Conduct by the Supplier, the Buyer shall take any actions it deems appropriate, including suspension and/or resolution of the corresponding contract.

Date: ..... of ..... of 20 .....

Supplier: .....

Supplier's Registered Office: .....

Supplier's VAT Number: .....

Name of the Authorised Signatory: .....

Passport/I.D. Card N°: .....

Position: .....

**Signature and Seal of the Supplier**

By signing this document the Supplier acknowledges to have received the Gamesa Supplier Quality Manual (GSQM).

**Important: All pages must be signed and stamped.**

