**QUALITY AND DESCRIPTION**

18. Goods and Services supplied shall:

18.1 conform in all respects with the Contract (including the quantity, quality, description and other requirements specified in the Order), and be without defect in materials and workmanship and be fit for any intended use, express or implied.

18.2 conform with any sample, drawing, description, specification and/or requirements furnished by Supplier.

18.3 be executed in a proper and skillful manner by appropriately qualified and experienced personnel.

18.4 comply with all applicable laws relating to the Goods and/or the Services, and affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage and delivery of the Goods and/or the performance of the Services.

19. The Goods and Services shall be subject to SGRE’s quality assurance system in accordance with EC Directives 93/42/EEC and 93/13/EEC or other applicable standards accepted by SGRE and/or SGRE’s suppliers. Goods and/or Services shall be assessed accordingly. SGRE’s rights and remedies under the Contract are in addition to any available at law (including statutory implied terms).

20. Supplier shall be fully responsible for the Goods and/or Services in accordance with the terms of the Contract and any inspection or testing by SGRE shall not diminish or otherwise affect Supplier’s obligations under the Contract. SGRE shall have the right to reject any Goods or Services, which at the time of delivery or performance, does not meet the requirements of the Contract.

21. Supplier shall cooperate with SGRE in all matters relating to the Contract, and comply with all instructions of SGRE including complying with any written or verbal instructions in relation to safety and security while on SGRE’s or its customers’ premises.

22. Supplier shall, if requested, supply SGRE with certificates of origin and/or testing as SGRE may require. Such certificates must state the relevant Order numbers together with any item numbers.

**INVOICES AND PAYMENT**

23. The prices stated in the Order shall be fixed, firm, inclusive of all taxes but excluding value added tax, and are not subject to revision. The price shall be stated in the ordering entity’s local currency or such other currency as the parties otherwise agreed.

24. Invoices may not be issued before the delivery of the Goods or the conclusion of the Services. "Date of Delivery" shall mean the time specified in the respective Order for the delivery of any Goods and/or the conclusion of the Services. Supplier shall invoice the delivered Goods and/or Services on the fifteenth day of each month and on the last day of each month or the next working day. The invoices shall include all the legally established requirements and Order number as well as the number(s) of each individual item. In case of such detail errors are made, invoice shall not be payable. Copies of invoices shall be marked as duplicates.

25. If Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery of the Goods or Services.

26. Upon the request of SGRE, invoices shall be grouped in one invoice comprising all deliveries of Goods or Services made during a determinate reasonable period of time. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract. SGRE shall be entitled to withhold payment if the Goods and/or Services delivered do not conform to the requirements under this paragraph. Supplier is not entitled to deduct from any payment due to Supplier any of the damages for late delivery applicable in accordance with the Contract.

27. The payment terms shall be set forth in the Order.

28. Payment does not constitute an acknowledgement or acceptance that the corresponding delivered Goods or Services were provided in accordance with the Contract (including quantity or quality).

29. If Supplier changes its Tax Registration Code or Federal Employer Identification Number ("FEIN") Supplier must notify SGRE with a minimum of 45 days’ notice, in order to allow SGRE to make any ordering and records and invoice with the new Tax Registration Code or FEIN. SGRE will only accept invoices with the new Tax Registration Code or FEIN once the Order has been issued again with such new Tax Registration Code or FEIN.

**TERM AND COMPENSATION FOR BREACH**

30. Goods and Services shall be delivered or performed on the dates and at the rates and at the place specified in the Contract. SGRE may terminate the Contract or claim damages. If the agreed delivery or performance dates are exceeded, SGRE shall be entitled to liquidated damages in the amount of 1% of the value of the delayed part of the Order for each day of delay, but not exceeding 15% of the value of the delayed part of the Order. The payment of liquidated damages by Supplier is without prejudice to SGRE’s other rights or remedies in relation to the delayed delivery or performance and shall not release Supplier from its other contractual or legal obligations arising in connection with the Order.

31. If the maximum amount of liquidated damages for late delivery is reached or SGRE in its reasonable determination anticipates that it will be reached, SGRE shall be entitled to either (i) reduce the volumes for which there is an obligation to order up to the delayed volume or (ii) terminate the Order or part thereof without otherwise affecting either delivery or performance.

32. Supplier shall still be liable for any liquidated damages as set forth in Section 37 above even if SGRE agrees to extended delivery or performance deadlines.

The liquidated damage may be applied irrespective of whether SGRE accepts any delivery, Services or performance with or without an explicit reservation for liquidated damage.

**DELIVERY TO SUPPLIER OF MATERIALS AND COMPONENTS**
37. SGRE is not responsible for the content of any information, data, drawings, specifications which it makes available to Supplier in connection with the Order (hereinafter referred to as “Information”) Supplier shall check the Information to determine that it is up to date and correct and, if this check does not indicate the contrary, Supplier shall inform SGRE of any errors or omissions in the delay in writing and shall seek clarification as to how to proceed. Errors or inaccuracies in any information shall not affect the responsibility of Supplier in relation to its scope of delivery and services.

38. Equipment and technology ("Material") provided by SGRE to Supplier for its use in the performance of the Contract remains the property of SGRE and is to be stored, identified and administered separately from other equipment, unless otherwise specified by Supplier. All such increases or decreases shall be in accordance with the delivery or performance dates, timescales or milestones, (ii) the price under the Contract, and (iii) SGRE immediately of any defect or non-conformity discovered.

40. Supplier shall inform SGRE of material changes to the scope of work to be performed by Supplier during the course of the Contract.

41. If Supplier requires Materials from SGRE in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the scheduled delivery or performance dates.

DELIVERY OF GOODS AND SERVICES

42. Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the Order number, quantities, reference of SGRE, line item on the Order to which the delivery makes reference, date and, where applicable, any remarks and any other information referenced in the Order. It is Supplier’s responsibility to (i) check the accuracy of the information and quantities as referenced in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at delivery, (ii) inspect the Materials and inform the Supplier immediately of any inspection defect or non-conformity.

43. If at any time during the course of the Contract, SGRE wishes to vary the Services and/or Goods ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the delivery times, (ii) the price under the Contract or (iii) the cost to SGRE. Such increases or decreases shall be in accordance with the delivery or performance dates, timescales or milestones, (ii) the price under the Contract, and (iii) Supplier shall immediately of any defect or non-conformity discovered.

44. The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the Parties. Supplier shall not undertake any such variations unless specifically authorized by SGRE in writing.

45. The quantities set out in the Order shall be adhered to and delivery shall not be completed until the agreed quantity has been delivered in whole. Partial deliveries shall not be permitted unless agreed to in writing by SGRE. SGRE reserves the right to return any excess quantities to Supplier at Supplier’s expense, and in case of an insufficient quantity of Goods being supplied, SGRE may terminate the Contract for default.

46. Any Services of Supplier shall conform with the highest industry standards and with the use of qualified and trained personnel.

RIGHTS OF USE

47. Supplier hereby grants SGRE all applicable intellectual property rights on a non-exclusive, transferable, worldwide and perpetual basis for the following:

47.1 to use the Goods and Services and any software comprised or included in the Goods and/or Services ("Software") including related documentation to integrate them into other products and to distribute them worldwide;

47.2 to use or allow others to use Software and its related documentation in connection with the installation, launch, testing and operation of the Software;

47.3 to sublicense the right of use to affiliates, other distributors, and end-customers;

47.4 to license to affiliates and other distributors the right to sublicense the right of use to end-customers;

47.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

47.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

47.7 to sublicense the right of use to affiliates and other distributors.

48. In addition to the rights granted above, SGRE, affiliates and other distributors are authorized to allow end-customers to transfer Software licenses.

49. All sublicenses granted by SGRE must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicenses must contain any contractual provisions and rights as stipulated by SGRE to protect its own intellectual property rights.

50. Supplier shall inform SGRE - at the latest at the time the Order is confirmed - whether the Goods and Services to be delivered contain “open source software”. Supplier shall inform SGRE at the latest at the time the Order is confirmed - whether the Goods and Services to be delivered contain “open source software”.

51. In the context of this provision “open source software” means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with SGRE, the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased.

52. Should Supplier not indicate until after receipt of the Order that its products and services contain open source software, without prejudice to SGRE’s other rights and remedies, SGRE may terminate the Contract after being notified or becoming aware of such information without cost and shall be entitled to a full refund of all advance payments made, if any.

WARRANTIES

53. During the Warranty Period, Supplier represents and warrants: (i) that the Goods are: (a) fit for the purpose and for any special purpose as defined by SGRE to Supplier (b) free from any defects in design, workmanship, raw materials, manufacture, specifications, drawings, samples, quality, and any other information or instruction specified in the Order or notified by SGRE to Supplier and (c) completely free of all applicable royalties or other obligations; (ii) the Service itself or by a third party and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of SGRE to claim compensation for loss, damage and costs and to those rights implied by or available at law.

54. “Warranty Period” shall be:

54.1 For Goods the warranty period shall be 30 months from the time of delivery or 24 months from The take-over of the relevant wind turbines whichever is later.

54.2 For Services, the Warranty Period shall be 24 months from the completion of the Service.

55. During the applicable Warranty Period, SGRE notifies Supplier of any nonconformity to the warranties, Supplier shall correct any such nonconformity at its sole cost and expense, Supplier, as determined by SGRE, either repair or replace, the non-conformity as soon as possible. If the repair or replacement of the non-conformity is not completed within a reasonable time, SGRE may, at its discretion, terminate the Contract and/or remedy/replace the defective Goods or correct the defective Service itself or by a third party and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of SGRE to claim compensation for loss, damage and costs and to those rights implied by or available at law.

56. Any repaired Goods or corrected Service shall be under warranty during a period of 24 months from the date of repair or until the end of the remaining Warranty Period, whichever occurs last.

PRODUCT LIABILITY/INDEMNITIES

57. If any alleged or actual claim or action is taken against, or threatened to be taken against, Supplier by any third parties based on domestic or foreign product liability law in connection with the Goods and Services, Supplier shall not, and Supplier hereby waives in full against all claims, liabilities, actions, damages, losses, costs and/or expenses (including lawyers and court costs), sustained by SGRE as a result of any such actual or threatened action.

58. Supplier shall be liable for the damage to the extent of Supplier’s share of the damage for which Supplier is liable. In such case, Supplier shall have the right to obtain contribution from the damaged party, any supplier, and any other third party who is liable for such damage.

59. Supplier shall maintain any insurance policy pursuant to the applicable legislation and good industry practice, as well as those required pursuant to the Contract. At the minimum, Supplier shall maintain insurance cover Seller’s contractual liability assumed under paragraph B above) with minimum limits of

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PRODUCT LIABILITY/INDEMNITIES

60. Supplier shall maintain an insurance policy pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. At the minimum, Supplier shall maintain insurance cover Seller’s contractual liability assumed under paragraph B above) with minimum limits of

PRODUCT LIABILITY/INDEMNITIES

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PRODUCT LIABILITY/INDEMNITIES

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PRODUCT LIABILITY/INDEMNITIES

70. Supplier shall maintain an insurance policy pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. At the minimum, Supplier shall maintain insurance cover Seller’s contractual liability assumed under paragraph B above) with minimum limits of

PRODUCT LIABILITY/INDEMNITIES

71. Supplier shall maintain an insurance policy pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. At the minimum, Supplier shall maintain insurance cover Seller’s contractual liability assumed under paragraph B above) with minimum limits of
Seas Act and other applicable maritime Laws and Codes and provide further that a claim in rem shall be treated as a claim against the employer.

9. Independent Contractor's Liability Coverage: If Supplier uses contractors with the same limits as above.

10. Property insurance covering all property under the care, custody and control of Seller on a 100% replacement cost basis. Such coverage will not have a deductible larger than $100,000 without SGRE's written approval.

11. If Supplier's work includes the performance of any heavy-haul transportation services or other large services as part of the Work, Supplier agrees in advance of performing the Work, to either (i) provide cargo liability insurance to cover physical damage to property during the performance of the work with minimum limits of $1,000,000 USD for each occurrence; or (ii) obtain additional coverage for third parties in a case by case basis as requested by SGRE or as stipulated on the Order.

12. Professional Liability with minimum limits of 5,000,000 USD each occurrence.

The procurement, maintenance and acceptance of insurance coverage by SGRE shall not relieve Supplier of liability for loss or damage in excess of the policy coverage limits as specified herein or in any way limits or releases Supplier of its obligations or liabilities under the Order.

All policies of insurance required herein shall include a waiver of subrogation against SGRE, its subsidiaries, affiliates, SGRE's customer and/or any designated other party as applicable.

At the SGRE's request, Supplier shall provide a certificate of the insurance policy.

CONFIDENTIALITY

61. Any technical, commercial or any other information regarding SGRE or its customers, which may become known to Supplier as a consequence of the Contract including the terms of the same, is of a confidential nature. Supplier undertakes to keep all information confidential and secure and not use it (except to perform the Contract) or make it available to third parties, except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without a duty of confidence.

62. The transfer of confidential information by Supplier to its employees should only be carried out when strictly necessary in order to fulfill the purposes of the Contract, with 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, Supplier shall, upon written request from SGRE, either return or hand over all of the documents generated, and shall not keep a partial or total copy of the same.

64. The provisions of this Confidentiality section shall not apply to copies of electronically transmitted confidential information made as a matter of routine network operation, information technology back-up and to confidential information or copies thereof which must be stored by the receiving Party or its affiliates according to provisions of mandatory law or to the receiving Party's and its affiliates' internal company guidelines, provided that such confidential information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

65. The Confidentiality section shall remain valid for a period of five years subsequent to the conclusion or termination of the Contract.

66. At SGRE's request, Supplier shall provide SGRE with technical information on the Goods, Services, and equipment used to provide same, including construction drawings of the manufacture equipment or tools and their technical specifications for their assessment and approval by SGRE. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of Supplier. SGRE shall keep the information supplied confidential in accordance with the provisions of this section.

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

67. Supplier represents and warrants that use by SGRE of the Goods and/or the Services, including Software, will not infringe any third party's IPR.

88. All technologies, processes, methods, formulas, 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 improvement, alterations or work derived from the same) (hereinafter, "Intellectual Property"), whether delivered by SGRE to Supplier to enable the fulfillment by the latter of the Order, or whether developed by Supplier by virtue of the Order, shall remain at all times the confidential information nature and shall remain the exclusive property of SGRE. Supplier hereby assigns and agrees to assign all IPR in work carried out under the Contract to SGRE absolutely. Any future-assignable IPR shall vest in SGRE on creation.

69. Supplier warrants that it shall not use the Intellectual Property nor any other confidential information received and/or developed by virtue of the execution of the Contract for any other purpose than the strict fulfillment of the same. Supplier further warrants that it shall not use the Intellectual Property to supply any Goods and/or Services to third parties without the previous written consent of SGRE.

70. If there are any third party rights infringement asserted against SGRE or the use of the Goods and/or Services, including Software, is enjoined, Supplier will at its sole expense either procure the necessary licenses or approvals for SGRE to be lawfully entitled to use the infringing equipment, material or process, or replace or modify such infringing equipment, material or process with a substantially non-infringing equivalent that meets or exceeds all technical requirements of the Contract and does not impair any aspect of SGRE's business so that it becomes non-infringing. Supplier shall indemnify and hold harmless SGRE against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from the alleged infringement by Supplier of patent, trademark, copyright or any other intellectual property rights of third parties in respect of the manufacture and supply of the Goods, including Software, or performance of the Services.

ASSIGNMENT AND/OR SUBCONTRACTING

71. Supplier shall not assign, transfer, substitute or subcontract to third parties any rights and/or obligations under this Contract without the prior written consent of SGRE in particular, all rights deriving from this invoice. The responsibilities of Supplier in relation to the Contract and/or any Third Party remain the same, whether it has been performed by Supplier or by an authorized subcontractor. Any assignment in violation of this Assignment and/or Subcontracting section shall be null and void.

72. SGRE is hereby expressly authorized by Supplier to assign to any affiliate of Siemens Gamesa Renewable Energy, S.A. all or part of its rights and obligations in a Contract.

73. Any assignment of claims existing in relation to SGRE as well as any set-off of counteraffirm is not permitted.

FORCE MAJEURE

74. Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

75. Force Majeure Event shall mean the occurrence of an event or condition that is beyond a Party's reasonable control and without the fault of either Party, including natural disasters or catastrophic events such as epidemics, an accident, fire, flood, typhoon or earthquakes, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier's or its subcontractor's personnel of any kind. The Parties shall notify each other in writing within twenty-four (24) hours of the occurrence of any Force Majeure Event. Costs and expenses incurred by a Party by reason of a Force Majeure Event shall be borne by that Party.

76. Each Party shall use best efforts to mitigate the effect of such Force Majeure Events on its performance of its obligation under this Contract, and if an extension of time of performance is granted to Supplier, the limit of the Force Majeure Event shall last for an extension of the time of performance to the extent caused by the Force Majeure Event. Any additional costs and expenses incurred by Supplier by reason of a Force Majeure Event shall be borne exclusively by Supplier.

77. If any Force Majeure Event continues for more than ninety (90) days in the aggregate, SGRE shall have the right, but not the obligation, to terminate the Contract and respective Orders covered under the Contract.

NULITY

78. If any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions, which shall remain valid.

CODE OF CONDUCT FOR SIEMENS GAMESA RENEWABLE ENERGY, SECURITY IN THE SUPPLY CHAIN

79. Supplier and/or third party intermediary declares herewith:

HUMAN RIGHTS:
- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.
- Non-discrimination
- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive, humiliating or degrading.
- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender or age.
- Respect for Cultures & Communities
- Help foster economic and social development of local communities and ensure full respect for the human rights, dignity, aspirations, culture, and natural resource-based livelihoods in areas in which operations are made.

FAIR OPERATING PRACTICES:
- Respect human rights
- Non-discrimination
- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive, humiliating or degrading.
- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender or age.
- Respect for Cultures & Communities
- Help foster economic and social development of local communities and ensure full respect for the human rights, dignity, aspirations, culture, and natural resource-based livelihoods in areas in which operations are made.

PROHIBITION OF CORRUPTION:
- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.
- Cohen anti-corruption and bribery
- Respect the intellectual property rights of others.
- Notify and promote using reasonable efforts among its suppliers compliance with this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

LABOR PRACTICES:
- Prohibition of Forced Labor
- Avoid all forms of forced and compulsory labor and refuse to employ or make anyone work against their will.
- Prohibition of Child Labor
- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
- Occupational Health & Safety
- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Establish a reasonable occupational health & safety management system.
- Provide training to ensure employees are educated in health & safety issues and have the right to refuse unsafe work.

Basic Human Rights, Working Hours, Wages & Benefits of employees
- Respect the personal dignity, privacy and rights of each individual.
- Comply with the maximum number of working hours outlined in the applicable laws.
- Provide fair remuneration and guarantee the applicable national statutory minimum wage.
- Establish a reasonable occupational health & safety management system.
- Recognize, as far as legally possible, the right of free association and collective bargaining.
- Neither favor nor discriminate against members of employee organizations or trade unions.

ENVIRONMENTAL PROTECTION:
- Act in accordance with the applicable statutory and international standards regarding the environment.
- Establish a reasonable environmental management system.
- Conflict Minerals
- Take reasonable efforts to avoid to its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.
89.4 Supplier shall appoint a competent person as its representative for environmental, health and safety (“Supplier EHS Representative”) and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by SGRE from time to time.