Repsol Group’s general conditions for the purchase of goods in Spain

Scope: España	Code: 02-00011DC
Owner: D. Procurement for Corporate Areas & Procurement Coordination	Revision: 8.1

Purpose

To regulate the relations between Repsol and its suppliers. These terms and conditions are a part of the contractual documentation for purchasing or procurement.

Scope

The General Purchasing Conditions shall apply to all terms not expressly regulated in the Specific Purchase Conditions or in the Call for Tenders.

Any exception made by the Supplier to these General Purchasing Conditions regarding an order will only be valid if it is made in writing prior to the award and expressly accepted in writing by Repsol.

The exceptions agreed to in this way shall only apply to the order or contract for which they are agreed upon. They shall not apply to other orders or contracts.

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1. Nature of the general terms and conditions

The General Purchasing Conditions are intended to regulate the relations between Repsol and its suppliers and are part of the contractual documentation of the purchase or supply.

The General Purchasing Conditions will be sent with the Call for Tenders. Suppliers must confirm receipt and knowledge thereof before or at the time of submitting their bid. These General Purchasing Conditions may be viewed directly at www.repsol.com. Both the Award Letter and the Order will refer to these General Purchasing Conditions and they will be considered a contract between parties.

Under no circumstances shall the general sales conditions, whatever their denomination, that may have been established by the Supplier apply. The conditions and specifications inserted by the Supplier into its work certifications, invoices or other documents exchanged between the parties shall be deemed not inserted and, under no circumstances, applicable if they contradict the terms and conditions governing the Order.

2. Definitions

For further clarity and understanding of these General Terms and Conditions, the following terminology is established:

- **Repsol:** a Repsol Group company (as defined in Article 42 of the Code of Commerce), that acts as the buyer for each purchase or supply of a good or product.
- **Supplier:** the natural or legal person that has been awarded a purchase or supply of a good or product.
- **Day:** it shall be understood to be a calendar day unless expressly stated otherwise.
- **Purchasing Management Process:** the process that includes the specification of the need, negotiation, awarding, and issuance of the order.
- **Call for Tender:** a set of documents issued by Repsol that includes the necessary requirements, of any kind, under which the Supplier will supply the good or product: The specific terms and conditions, technical specifications, etc. In a broad sense, it is the group of documents that determines the contractual conditions to be established between the supplier and Repsol.
- **Specific Terms and Conditions:** a set of documents issued by Repsol, which set out, in each specific case, the specific terms and conditions governing the relationship between the parties, exceptions to or qualifications to these General Terms and Conditions or other documents included in the contractual documentation.
- **Technical specifications:** a document issued by Repsol that sets the technical requirements that the goods or products to be supplied must meet.
- **Tender:** all the documentation required from those interested in submitting a bid under the terms of the call for tenders.
- **Award Letter:** The document stating Repsol's willingness to contract, which contains, directly or by reference, the terms and conditions governing the relationship between the parties, and which must be accepted by the Supplier whenever Repsol modifies the terms of the Tender. If the Supplier accepts, the successful bidder must return the Award Letter signed within fifteen (15) days of its issuance. After that deadline, Repsol reserves the right to annul the award, and the Supplier is entitled to no compensation whatsoever.

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In those cases where the Award Letter states that the award is dependent on the subsequent signing of a Contract between Repsol and the Supplier, the Contract must be signed within the period stated therein or, if not stated, within thirty (30) days of issuance. After that deadline, Repsol reserves the right to declare the condition unfulfilled and may therefore annul the award, in which case the Supplier would not be entitled to any compensation whatsoever. The contract shall respect the content of the Call for Tenders, the Specific Terms and Conditions, the Award Letter and the terms accepted by Repsol as part of the Supplier's Bid.

- **Order:** a formal document issued by Repsol and addressed to the Supplier to implement the contractual relationship between the parties which addresses the prices, deadlines, and other conditions for the purchase or supply of a good or product. For matters not expressly provided for in the Order, the Award Letter, Specific Terms and Conditions, Technical Specifications, Call for Tender or other contractual documents will apply for everything that has not been modified by mutual agreement between the two parties.
- **Personnel:** includes all those persons assigned to the execution of an order, whatever their relationship with the Supplier, contractors or subcontractors.
- **Sanctions**: means any applicable trade, economic or financial sanctions, export and import controls laws, regulations, policies, embargoes or similar restrictive measures approved, adopted or implemented by (a) the United States of America, including the Office of Foreign Assets Control (OFAC), the United States Department of Treasury, the United States Department of Commerce or the United States Department of State, (b) the United Nations Security Council, (c) the European Union or any of its member states, (d) the United Kingdom Treasury Department (HMT), or (e) any other relevant authority.
- **Sanctioned Person**: means any person or entity: (a) designated, owned or controlled by a person or entity designated on a Sanctions List; or (b) located in, organized or incorporated under the laws of, or owned or controlled by, or acting on behalf or for the benefit of, a person or entity located in, or organized under the laws of, a country or territory subject to comprehensive Sanctions (full embargo), including, without limitation, Cuba, North Korea, Iran, Syria and the region/territories of Crimea-Sevastopol, Donetsk and Luhansk, or any other state, territory or region that may be affected by restrictions of a similar nature during the validity of these General Terms and Conditions.
- **List of Sanctions:** means (a) the Specially Designated Nationals and Blocked Persons list kept by the OFAC; (b) the United Nations Security Council Consolidated Sanction List; (c) the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (d) the Consolidated Sanctions List maintained by the United Kingdom Treasury Department; or (e) any other similar list maintained by a relevant authority, each as amended, supplemented or replaced from time to time.

3. Validity and precedence of the contractual documentation

3.1. Notwithstanding the provisions of section 1 of the General Purchasing Conditions, if the Order contradicts the other documents that govern the relationship and there is no agreement between the parties on the disputed matter, the following order of precedence shall apply:

- The Award Letter
- The Specific Terms and Conditions

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- The Technical Specifications
- The General Terms and Conditions
- The Call for Tenders
- The clarifications made in writing by the Supplier subsequent to submitting its bid and accepted by Repsol
- The Tender

All of the aforementioned documents complement each other in such a way that all agreements and stipulations found within them constitute the content of the relationship between the parties, which must be interpreted by integrating all the documents which comprise it.

The order of precedence stated in this provision shall apply if there is a discrepancy between the documents that comprise the relationship with the Supplier.

3.2. The contractual relationship between the parties is perfected through the Award Letter, duly accepted, where appropriate, by the Supplier, at which time it is understood that the fulfillment of the agreed-upon provisions is mutually enforceable by the two parties, notwithstanding any agreements entered into by the parties regarding subsequent Orders.

4. Supplier’s obligations and responsibilities

4.1. The Supplier undertakes to deliver the purchased or supplied goods and products in accordance with the provisions of the Order and with the applicable laws and regulations.

4.2. The Supplier shall submit all the documentation required by Repsol in the Order, in the specified time frame, manner and quantity, as well as any other information or document of any kind that may be required according to the current regulations applicable to purchases or supplies.

4.3. The Supplier shall appoint one or more supervisors within its organization for any issues related to the purchase or supply of a good or product and report such appointments to Repsol.

4.4. The Supplier must comply with however many provisions are in force at all times, especially those related to Labor, Social Security or Taxation, as well as those related to the Environment, Health and Safety, Workplace Risk Prevention, and shall compelled to accredit their compliance in the form and within the deadlines established by Repsol. The Supplier must also comply with the Repsol Group's regulations and internal practices that apply under the Order, including guidelines for action in accordance with Repsol’s tax principles.

The Supplier further represents and warrants that itself, its shareholders, ultimate beneficial owner, its group pf companies, its subcontractors, employees, directors and/or agents thereof (the "Related Persons"): (i) are not a Sanctioned Person nor are they, directly or indirectly owned or controlled by or acting on behalf or for the benefit of a Sanctioned Person; ii) comply with and during the entire term of the Order, and as long as the rights and obligations arising from the execution of the contract are in force, shall comply with the Sanctions applicable to it and in any case the Sanctions applicable to Repsol, including, if applicable, any export control

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restrictions affecting the goods, services, software and/or technology to be supplied; iii) will not use or make available to Repsol technical and/or economic means unless they have all necessary governmental licenses or are authorized by the Sanctions; and iv) will not take any act or action that may contravene the Sanctions or that could reasonably be expected to cause Repsol to breach the Sanctions.

In the event of non-compliance with the applicable regulation on Sanctions by the Supplier or its Related Persons, the Supplier shall immediately inform Repsol of such non-compliance, and the provisions of section 18.1.21.l) of these General Conditions shall apply.

For the avoidance of doubt, Repsol shall not be obligated to comply with any commitment or obligation, to act in any manner or to take any action under this Order that, in its reasonable judgment, is inconsistent, prohibited or exposes Repsol to any punitive measure, restriction or designation under the applicable Sanctions.

The Supplier shall indemnify and hold harmless Repsol and the other companies in its corporate group from and against any and all costs, expenses, losses, damages and liabilities that may arise either from it or its Related Persons' non-fulfilment, breach or infringement of any representation, warranty or undertaking made in this section.

4.5. The Supplier shall respect internationally recognized human rights, which include, at least, the rights listed in the International Bill of Human Rights[1] and the principles concerning fundamental rights contained in the Declaration of the International Labor Organization regarding fundamental principles and rights at work. In addition, it must meet any provisions regarding ethical conduct and respect for human rights that are valid under Repsol Group regulations and internal practices, such as the eradication of child labor, all forms of forced labor, people trafficking, slavery or servitude, during the entire life-cycle of the goods and services contracted and non-discrimination for reasons of nationality, race, ethnic origins, religion, political affiliation, civil status, social standing, age, disability, culture, sex, gender identity, sexual orientation or any other status.

The Supplier declares and warrants that both it, the companies in its corporate group, Subcontractors and any other third parties acting on their behalf in regard to the execution of this contract apply the appropriate due diligence measures to identify, mitigate and remedy any real and potential risks and adverse impacts on human rights and the environment throughout its value chain. The Supplier shall inform Repsol without delay and in writing should it become aware of any judicial investigation or administrative proceedings initiated by an authority or body in regard to a presumed breach of any regulation that is applicable in the area of human rights and the environment. In addition, the Supplier undertakes to make reasonable efforts to adopt whatever measures are considered necessary to remedy said breaches".

The Supplier must also accept and comply with the guidelines for action that Repsol requires of its Suppliers, which are contained in the Code of Ethics and Business Conduct for Suppliers ("The Code") and its successive updates, which are accessible on the Repsol website **https://www.repsol.com/content/dam/repsol-corporate/en_gb/conocenos/documentos/code-of-ethics-and-business-conduct-for-suppliers.pdf**

4.6. The Supplier declares and warrants: (i) that it knows and respects the applicable legislation on the defense of competition; (ii) that the terms and conditions offered in this contract do not give rise to or contain any condition

[1] The International Bill of Human Rights contains the Universal Declaration of Human Rights and the main instruments in which it is codified: International Covenant on Civil and Political Rights and International Covenant on Economic, Social and Cultural Rights.

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that is the result of a collusive agreement; and that neither the Supplier nor any other company belonging to its corporate group has failed to comply with the applicable antitrust laws in order to be awarded this contract; (iii) that it has implemented the appropriate mechanisms so that, should it become aware of the existence of any collusive practice in the execution of current contracts with Repsol, and in any other contract that could be agreed to in the future, the compliance officials at its company are made aware of this fact (or, in their absence, whoever performs the tasks of supervision or the administrator(s)) so that they may adopt all appropriate measures to end the aforementioned practice immediately. In such cases, the Supplier must immediately report the facts and corrective actions implemented to Repsol; (iv) the Supplier states that, in the event that any present or future contract requires the signing of a contract with a third party, it will verify the compatibility of that agreement with the applicable antitrust laws and will also warrant that the third parties know and respect the applicable legislation on competition.

In the event of a breach of the antitrust laws or should there be reasonable evidence of a breach, Repsol reserves the right to terminate the contract early without this enabling the Supplier to file any claim, except for the payment of the amounts owing for the services already provided, and compensation for the damages caused where appropriate.

4.7. Repsol reserves the right to establish any activities to verify said code that it considers appropriate, which require the participation in good faith of the Supplier. In addition, the Supplier must implement the corrective actions required by Repsol that are considered appropriate because of the verification activities that Repsol has performed.

The Supplier also states that it knows and accepts the Integrity Policy ("the Policy", code 00-00461PO), available on the Repsol website, so that it rejects any form of corruption and fraud, public or private, and applies a criterion of zero tolerance in regard to these. Specifically, during the execution of this contract, the Supplier declares and warrants that neither it nor any of the Related Persons who act on its behalf will offer, promise or hand over, nor, on the date on which the contract enters into force, have directly or indirectly offered, promised or handed over money or valuable objects to: (a) any authority or Public Official in order to influence the actions of the public authority or institution, or in any way obtain an undue advantage; (b) any other person, if they are aware that all or part of the money or valuable object will be offered or handed over to a Public Official to influence actions by the public authority or institution or, in any way, obtain an undue advantage, or (c) to any other person to induce them to act in a disloyal or, in any way, inappropriate manner. For the present purposes, a "Public Official" is understood to be all persons who work for an organization or government institution, and those who hold public offices, including (i) the holders of public offices at the federal, international, state, regional, provincial or local level, including members of legislative bodies, holders of executive offices, and members of the judiciary; (ii) the employees of any government, government service, state-owned or government-controlled entity –including national oil companies– and international public organization; (iii) the persons who act by virtue of the powers delegated by a public authority; and (iv) the officials of political parties and candidates for public offices.

During the execution of the object of this contract and while the rights and obligations that arise from it are in force, the Supplier undertakes to keep and maintain precise and reasonably detailed financial ledgers and records, and to keep its procedures and/or policies up-to-date in order to guarantee compliance with the "Anti-Corruption Laws" and that these are sufficient to reasonably ensure that any breach of these laws will be prevented, mitigated and remedied.

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The Supplier states that it is unaware that any of the Related Persons with a relationship with the execution of the contract is being investigated or has been condemned for any breach of the "Anti-Corruption Laws".

For this purpose, the Supplier declares and warrants that it will make every effort to know and ensure that every director, employee, company in its group, subcontractor, agent or any other intermediary or third party acting on its behalf and collaborating in the execution of this contract complies with the obligations in this section.

The Supplier must immediately notify Repsol of any act that might be considered a breach of the applicable "Anti-Corruption Laws" by Related Parties that could be related to this contract.

The Supplier shall indemnify and hold Repsol harmless from any claim, sanction, expense or damage arising from a failure to comply with this section.

4.8. In the event that individuals who hold the post of a Public Official or Former Public Official are involved in the execution of the contract, the Supplier must submit a signed declaration in accordance with Appendix V expressly confirming compliance with the provisions of the legislation that, where appropriate, is applicable regarding the compatibility of Public Officials. For the present purposes, a "Former Public Official" will be anyone who held the position of Public Official during the last two years.

4.9. The Supplier undertakes to adopt whatever measures it considers necessary to avoid possible conflicts of interest. The Supplier shall notify Repsol in writing and within the shortest possible time of any situation that could constitute a potential or actual Conflict of Interest regarding the execution of the contract. For these purposes, a "Conflict of Interest" is defined as a situation in which the criteria, judgment or decisions made by the Supplier, during the execution of the contract, may be influenced, either potentially or actually, by the presence of an interest of a particular nature.

In the event that a conflict of interest is revealed, the Supplier undertakes to adopt all the reasonable measures deemed necessary to mitigate and remedy it. In addition, in the absence of the above, Repsol may require the mandatory adoption of additional measures by the Supplier.

4.10. The Supplier guarantees Repsol that:

All goods or products that are the object of the purchase or supply are wholly-owned by the Supplier, for first use, produced using materials or products of the required quality and meet the safety and environmental requirements, the specified quality and, where appropriate, are also suitable for consumption for the use or specific application for which Repsol contracts the aforementioned good or product.

The goods or products purchased or supplied are free of any liens or encumbrances or other "in rem" rights, attachments, restrictions or burdens and that no restriction on their free transfer applies to the Supplier or the goods and products.

The goods or products meet the specifications agreed upon by the parties, fulfill all the conditions established in the Order and are free of any defects, visible or hidden, whether due to materials, labor, design, manufacturing or other circumstances prior to delivery.

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It has intellectual or industrial rights over the goods or products purchased or supplied and, where applicable, the appropriate licenses for their manufacture or sale, bearing the expenses and costs arising therefrom.

The substances that make up the goods or products delivered meet the requirements set out in Regulation (EU) 1907/2006 (REACH) when applicable.

Within the warranty period, the Supplier shall bear the costs for and undertakes to make any repairs, amendment, reconstruction, replacement, rectification and correction of deficiencies of the goods or products purchased or supplied.

4.11. The Supplier undertakes to build, provide and maintain, at its own expense, the temporary facilities and ancillary buildings for offices, warehouses and/or workshops or other structures required for the execution of any Order that must be located within Repsol's facilities. All such structures must be located in the areas designated by Repsol.

All the elements mentioned in the preceding paragraph shall be removed by the Supplier as soon as they are no longer necessary and, in any case, within fifteen (15) days following the termination of the contract, and the affected land and facilities restored to their original condition prior to commencing the work.

After that deadline, Repsol may carry out the restoration, the Supplier being liable for all costs and compensation for the damages caused.

4.12. The Supplier undertakes indemnify and hold Repsol harmless for any damage, cost or loss, including the expenses of legal defense that it might incur directly or indirectly due to any inaccuracy, omission or lack of truthfulness in its statements or the execution of the Order, and in particular those related to a breach of obligations of confidentiality, infractions of the applicable regulations, infringements of industrial and intellectual property rights, damage to the property or injury, administrative or labor-related sanctions or sanctions of any other kind.

4.13. In those cases where the status of the Supplier is held by a temporary joint venture, joint property or any other entity devoid of a legal status of its own distinct from that of its components, the liability that might arise from the Order shall be joint and several among those who comprise it, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations and liabilities arising from this Order, notwithstanding Repsol's ability to target the operating fund as well as the entities' revenue generated by their activity, deposited in bank accounts in their name.

In those cases where the status of the Supplier is held by a group of financial interests, partnerships or any other entity with its own legal status distinct from that of its components in which those that comprise it must assume unlimited liability for the shared debts, any liability to Repsol arising from the Order shall be joint and several between the entity and each person comprising the latter, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations and liabilities arising from this Order, notwithstanding Repsol's ability to target the operating fund as well as the entities' revenue generated by their activity, deposited in bank accounts in their name.

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The liability with regard to Repsol of those who make up these entities, with or without legal status, shall persist beyond the extinction of the entities.

4.14. The Supplier shall inform Repsol of its status of significant shareholder, where applicable, understanding as such any shareholder that holds share capital of Repsol, S.A. in an amount equal to or greater than what is deemed to be significant at any given time and that are duly represented on the Board of Directors. Furthermore, the Supplier shall inform Repsol of any conflicts or disputes, as well as of any circumstance that may give rise to a conflict of interests with any Repsol Group company.

4.15. The Supplier shall carry out periodic reviews of its management to promote continuous improvement. Furthermore, the Supplier shall cooperate with Repsol in the quality or performance assessment processes that Repsol may promote, even after the finalization of the Order.

5. Repsol's obligations and responsibilities

5.1. Repsol undertakes to pay for the goods or products purchased or supplied at the prices and with the conditions specified in the Order.

5.2. Repsol shall appoint a Coordinator to address any issue relating to the execution of the Order and the purchase or supply of the goods and products.

5.3. Repsol undertakes, in a reasonable manner and to the best of its ability, to supply the documentation and provide the resources or materials that might correspond thereto under the Order in a reasonable manner and within its possibilities.

6. Place and time of delivery

6.1. The goods or products shall be delivered in the quantity, place, time and manner established in the Order, to which end the deadlines are considered fixed.

6.2. Only, delivery to the location and other conditions set out in the Order will determine the transfer to Repsol of the risk of loss or damage of goods or products purchased or supplied, under the Incoterms applicable to the Order.

6.3. If the delivery of goods or products is rejected for a justified cause, all expenses and other consequences resulting from said rejection shall be borne by the Supplier, unless expressly agreed otherwise. If the goods or products have not been removed by the Supplier thirty (30) days after being rejected, Repsol will be authorized to take any decision regarding the latter, including the decision to destroy them.

6.4. In the event of a delay, the Supplier shall be automatically in default without a notice of default from Repsol being necessary, and Repsol may apply the penalties that would have been established and demand the liabilities arising from any damage and/or loss or terminate the Order pursuant to the provisions of Clause 18.

6.5. Repsol may change the delivery schedules or order the temporary suspension of scheduled deliveries provided that written notice is given at least fifteen (15) days before delivery. Both parties shall agree on a

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new delivery schedule or, where appropriate, suspend the scheduled deliveries, consequently adjusting the Order.

Repsol and the Supplier shall agree upon the consequences, if any, that may result from changing the delivery schedule or the temporary suspension of the schedule under the conditions and in the cases referred to in the preceding paragraph.

7. Transportation, loading and unloading

7.1. The loading, transportation, preparation for unloading and unloading of the goods or products purchased or supplied shall be carried out under the sole responsibility and at the expense of the Supplier, unless expressly agreed otherwise in the Order or Incoterms. To this end, the Supplier shall adopt the appropriate agreements with its carrier prior to the effective delivery of the vehicle for loading. Hazardous goods shall be unloaded by the recipient of the goods.

These operations shall be carried out in strict compliance with current applicable regulations depending on the hazardous or non-hazardous nature of the goods or products. In the specific case of hazardous goods, a Security Adviser shall be appointed for loading and another for transportation with valid authorization. The Supplier must be able to provide proof, at Repsol's request, of such appointments and authorizations.

7.2. All deliveries shall be accompanied by three (3) delivery notes/bills of lading (one for the Supplier, another for the carrier and another for the recipient). Delivery notes must be numbered and indicate the following: (i) name and address of the recipient; (ii) delivery address; (iii) Order reference number, code; (iv) name, address and contact details of the Supplier and codes; (v) name, nature and quantity of goods or products; and (vi) if the packages contain articles, the delivery note must indicate the number of each item to ensure traceability.

In the case of hazardous goods, the consignment note shall meet the requirements of the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), RID (European Regulation concerning the International Carriage of Dangerous Goods by Rail) and any other applicable regulations in the countries through which the goods pass. This should be accompanied by written instructions in case of an accident or emergency.

In the case of goods subject to the formal obligations established in State or Community Regulations on Excise Duties, the Supplier must be able to make the delivery under the tax system requested by Repsol and must issue the accompanying administrative document or EMCS message which is mandatory under the aforementioned regulations.

7.3. Under its sole responsibility, the Supplier shall prepare the goods or products properly for transportation, ensuring that they are correctly stowed and/or loaded.

7.4. For goods or products that, given their nature, are delivered in packages, the Supplier shall comply with and enforce the following:

i. The packages in each shipment shall be clearly identified and marked in a way that matches their descriptions in the delivery note/bill of lading. They should also be marked externally with the destination of the goods and the corresponding Order number, as well as with handling instructions or the precautions to be taken when necessary.

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ii. When their nature so requires, the goods shall be suitably packaged to prevent any damage or deterioration thereof, and to prevent them from becoming a source of danger to persons, goods or the environment. Under no circumstances shall goods or products corresponding to different Orders be packaged together. Repsol shall admit no charge for packaging if not previously agreed upon.

7.5. For goods or products that, given their nature, are delivered in bulk in tankers or containers, the Supplier shall comply with and enforce any applicable internal cleaning conditions, providing supporting certificates for both loading and unloading.

7.6. In the loading of goods, the Supplier shall comply with and enforce:

7.6.1. Provisions for the shared shipment of goods or products of different natures.

7.6.2. For goods or products that are transported in bulk in tankers or containers, checking that all filling, emptying and safety elements are in a proper condition for starting out.

7.6.3. Being able to prove to Repsol that the vehicles meet the following requirements and include the following valid documentation, by providing to Repsol when necessary:

- Insurance(s)
- Vehicle Inspection
- Personal Protective Equipment (PPE) to be used by the driver in accordance with current regulations or requirements of the unloading plant.
- Driving License
- Delivery Notes/Bill of Lading/Travel Document or ARC, for the purposes of Special Taxes.
- And for hazardous goods, include:
  - ADR for Carrier ("Special Authorization for the Carriage of Dangerous Goods by Road"), for road transport.
  - ADR Certificate for Tractor, Tanker, container and trailer, as applicable, for road transport. RID Certificate for the car or transport unit for rail transport.
  - Orange plates and plates-labels signaling a hazard.
  - ADR Consignment Note for road transport, RID Consignment note for rail transport and Written Instructions in case of an accident or emergency for the carrier or driver.

7.7. In the unloading of goods, the Supplier shall comply with and enforce:

a) The regulations of the place of delivery/unloading center (for both Operations and Safety).

b) Before entering the unloading facility with the vehicle, the Supplier must request access authorization and prove that the vehicles meet the requirements and have valid documentation.

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c) For goods or products that are transported in bulk in tankers or containers, check that after unloading there are no leaks, losses or residues of the product on the exterior before departing.

7.8. The Supplier shall be solely and exclusively liable to Repsol and third parties for any damages or injuries that the following operations might cause, even if they are not caused directly by the Supplier:

i. The proper entry and movement of the vehicle to the place of delivery/unloading center in all cases, as well as the operations for preparing the vehicle for unloading.

ii. If the goods are not hazardous, the proper execution of unloading operations inside the place of delivery/unloading center.

8. Inspections / activations

8.1. The Supplier shall conduct its own inspections prior to the delivery of goods or products in order to ensure that all the requirements specified in the Order are met. In order to facilitate actions for the purpose of meeting the delivery deadline, the Supplier shall have an internal activation system in place for the effective tracking of its material, component and service providers which affect the goods or products in the Order.

8.2. The Supplier shall inspect, through a competent Controlling Body, any goods subject to legal requirements (technical, safety, environmental norms, etc.) or as specified in the Order.

8.3. Repsol reserves the right to inspect the goods or products in the Order and demand as many tests as required. The latter shall be paid for by the Supplier, both at the Supplier's facilities and those of its own subcontractors. The Supplier shall notify its subcontractors of this circumstance in writing. To this end, Repsol will appoint inspectors who shall have unrestricted access to the Supplier's workshops and manufacturing processes.

8.4. When the Order requests documents (blueprints, specifications, etc.) to be submitted to Repsol, this documentation shall be previously signed by the Supplier as approval. Repsol reserves the right to verify the accuracy of the documentation and information submitted by the Supplier at its premises or where Repsol so indicates or requests. To do so, Repsol will appoint inspectors who shall have unrestricted access to the supporting documentation.

8.5. Any powers of inspection by Repsol will not lessen and/or, under any circumstances, exonerate the Supplier from its liability.

9. Product safety. REACH and CLP.

9.1. The Supplier warrants that, if applicable: (i) it manufactures or imports the products in accordance at all times with the REACH Regulation (Regulation (EC) no. 1907/2006 of the European Parliament and of the Council, of December 18, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)), and, therefore, the Supplier states that the substances that make up the products supplied by it have been duly registered (unless they are exempt from registration, in which case the reasons for the exemption must be specified in writing and, when the exemption is due to product- and process-orientated research and development (PPORD), the Supplier shall comply with the obligations described in Article 9 and submit to Repsol justification of its compliance), or, after obtaining authorization for the specific use(s) that

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Repsol gives to the product, if necessary, providing in writing the corresponding number (registration or authorization) in each case and the date up to which the authorization is valid; (ii) package, label and classify the products in accordance with the CLP Regulation (Regulation (EC)1272/2008 of the European Parliament and of the Council of December 16, on the classification, labeling and packaging of substances and mixtures); and (iii) report hazardous mixtures to the toxicological information centers of the countries in which the product is delivered to Repsol, as established in Appendix VIII of the CLP Regulation (Regulation (EC) 1272/2008 of the European Parliament and of the Council of December 16, on the classification, labeling and packaging of substances and mixtures).

9.2. If the Supplier's address is outside the European Union (EU), the Supplier shall (i) comply with the content and provisions of REACH, particularly with those relating to the product's physical entry into EU territory and its sale therewithin; and (ii) submit, along with the delivery of the products, a certificate that includes the name of the Only Representative (OR) that was appointed in accordance with Article 8 of the REACH Regulation, as well as the address within the EU and contact details.

9.3. The Supplier shall always provide Repsol with the Safety Data Sheet (hereinafter, "SDS"), including the necessary identifiers of the substance or substances that make up the product, as well as the corresponding registration number, authorization number REACH, UFI code and restrictions on use when applicable. The format, contents of the SDS and any of its updates must meet the provisions of the REACH and CLP Regulations. In all cases, the Supplier must send the updated STS at least every two (2) years during the term of the Contract. The Supplier shall deliver the SDS to Repsol free of charge, in Spanish and also in the language of the country in which the Product is delivered, if different, together with the technical documentation for its Bid. The SDS must be submitted in electronic format and on paper if delivered to Repsol's facilities.

9.4. The Supplier states that it has been duly informed by Repsol of the different uses to which it intends to assign the product, and the SDS must detail all the identified uses for which the substance or product components have been registered, along with the relevant exposure scenarios. In the event that Repsol informs the Supplier of the modification of any use or any new use of the product, the Supplier must update the registration as soon as possible and send Repsol an update of the SDS showing said modification.

9.5. During the term of the contract, the Supplier shall inform Repsol as soon as possible, and no later than three (3) months after its official publication in the Official Journal of the European Union (OJEU), of any regulatory changes that affect the substances that make up the products supplied by the Supplier that could impact the safety of people or the environment during handling thereof. These regulatory changes include the following situations, although they are not the only ones: changes in the harmonized classification of any substance, inclusions on the list of substances of very high concern (hereinafter, SVHC), new restrictions or prohibitions on use, new Limits of Professional Exposure or changes to the current ones. Similarly, in the event that the Supplier has any other information that can affect the risk management measures or new information on dangers. In both cases, the Supplier must deliver the revised SDS, including any changes, and send it to Repsol without delay, even outside the term of the contract if the last product delivery took place in the twelve (12) months prior to the revised SDS.

9.6. In the event of breach of the aforementioned regulations by the Supplier, Repsol may, at any time, terminate the Order, cancel the corresponding purchase orders and refuse acceptance of the goods, without incurring any cost whatsoever. The Supplier shall be liable for any damage caused to Repsol (to its facilities or

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employees), to third parties or the environment as a result of such breaches as well as the inaccuracy or lack of information in the safety, health and environmental instructions regarding: the identification and communication of hazards and risks, conditions of storage and handling, prevention and mitigation measures (such as exposure controls or fire prevention) and emergency responses to the products supplied by the Supplier, and undertakes to hold Repsol harmless from any claim, sanction or liability arising from breaches by the Supplier.

10. Warranty period

10.1. Unless otherwise established in the Order, the Warranty Period for the goods or products that are the object of the Order will be 12 months from the date of commissioning or 24 months from the date of delivery, based on applicable International Commercial Terms, whichever occurs first.

There will be a liability and warranty period regardless of whether the goods have been inspected or not at the time of delivery.

The warranty terms contained in this clause will be increased when the applicable regulation so establishes.

10.2. The Supplier shall bear the cost of all necessary repairs, corrections and expenses, including replacement with new goods or products included in the purchase or supply, incurred due to defects in the materials, lack of quality or any other circumstance. This also includes proper compliance by the Supplier with the applicable conditions of the purchase or supply declared within the Warranty Period. The term of the warranty shall be interrupted by the time employed by the respective repairs or replacements, which in turn shall be guaranteed as from its completion for the same time as the initial warranty.

10.3. When the Supplier has not taken the appropriate corrective actions or does not solve problems with the required diligence, Repsol may: (i) carry out enforcement or corrective actions either itself or through third parties and charge the Supplier for all the costs and expenses arising from these actions; and (ii) reject all or part of the purchase or supply, demanding in this case the return of the amounts paid, with the Supplier assuming any costs that may arise from returning the good.

10.4. In order to recover the costs, expenses or liabilities arising from the events mentioned in this clause, as well as from any other liability arising from other non-compliance of the contract, Repsol may deduct these amounts from the invoices pending payment to the Supplier, withhold pending payments and execute the financial or bank guarantee(s). For these purposes, the Supplier expressly states its prior acceptance and irrevocably authorizes Repsol to make this discount. The payment or deduction of such expenses shall not relieve the Supplier of its obligations and liabilities arising from the Order.

11. Price, taxes and other financial obligations

11.1. The prices included in the Order are fixed and cannot be reviewed without express indication to the contrary.

11.2. When the Order includes the payment of advances on account, except when indicated otherwise by the contracting area, such payments shall be made upon the delivery of a guarantee on first demand for the amount of the payment, in accordance with the guarantee template in Appendix I, issued by a bank accepted by Repsol or other guarantees under acceptable terms and conditions at the exclusive criterion of Repsol. In

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on them which has been notified to the debtor and they are not subject to withholding or payment on account for any income tax in Spain or in the other countries.

To this end, the Supplier gives its irrevocable consent so that said payment obligations of any Repsol Group Company may be assigned to Repsol in order to proceed with the compensation.

13. Guarantees and other sureties

13.1. In accordance with the nature of the purchase or supply, Repsol may request the following guarantees:

13.1.1. Guarantees

- Guarantee for advance payments: to be provided by the Supplier in the event of advance payments made by Repsol. The amount of the guarantee shall be equal to the amount of the advance. This guarantee shall be established using the guarantee template in Appendix I and shall be progressively reduced as the advanced amount decreases.
- Guarantee for faithful performance: established by the Supplier to guarantee compliance with all its obligations under the Order, as well as the responsibilities arising therefrom, from the date of the Award Letter to the expiration of the warranty period and for the amount established in the Order. If the guarantee has a maturity date before the expiration of the warranty period, the Supplier shall be obliged to extend it one month prior to the expiry of the guarantee. This guarantee shall be established using the guarantee template in Appendix II.
- Guarantee of the parent: to be established by the Supplier's parent, upon acceptance by Repsol, to guarantee compliance with the obligations arising from the contract, in lieu of the guarantees mentioned in this Section 13.1. Said guarantee shall be established using the parent guarantee template in Appendix III.

13.1.2. Guarantee withholding:

Without prejudice to other withholdings provided for in these General Conditions, the withholding of each invoice amount as a guarantee shall be established in the Order.

The withholdings referred to in this section shall remain withheld as long as the deadline of the expiration of the warranty period is not reached.

13.1.3. The Supplier agrees to maintain the guarantee valid during the entire time of the Order and the Warranty Period. Any non-compliance with this obligation, as well as any failure to renew or extend the guarantee in time, shall entitle Repsol to enforce the guarantee for its full amount, and the security that this guarantee represents is thereby replaced by the withholding of that amount as a guarantee of fulfilment of the obligations guaranteed.

14. Insurance

14.1. Supplier shall, to the extent of the liabilities that it has assumed under this Order, and without this clause limiting this, subscribe and maintain at Supplier's expense and at all times during the course of the Order with companies of renowned financial solvency, the insurances listed herein below. The amounts of such insurances will not be lower than those mandatory as per the current laws. No obligations as to indemnification set out in the Order shall be affected due to payment thereof.

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Repsol Group’s general conditions for the purchase of goods in Spain

Scope: Spain	Code: 02-00011DC
Owner: D. Procurement for Corporate Areas & Procurement Coordination	Revision: 8.1

a) Employer’s public liability Insurance, including, among others, public liability for employers, products and post-works, cross-liability and accidental pollution and contamination, with a minimum limit of EUR 4,000,000 per loss occurrence and year. The aforementioned insurance shall, with respect to the liabilities assumed by the Supplier under the Order, include Repsol as an additional insured party, without affecting its third-party status.

b) Whenever aircrafts (including helicopters) are used by Supplier for the performance of the Order:

- Aircraft Liability Insurance (including helicopters) with a minimum limit of EUR 10,000,000 per loss occurrence and year.
- Regular Hull and supplementary War Insurance for the replacement value of the aircraft and equipment.

c) If the execution of the Order requires the use of watercraft:

- Hull and machinery insurance for the replacement value of the vessel, equipment and supplies.
- Protection and Indemnity Insurance (Shipowner/Charterer), with admission in a Club of the International Group, based on standard conditions, including coverage for pollution and contamination.
- Little watercrafts without entry in a P&I Club, will subscribe Watercraft Liability Insurance with a limit fixed in the Specific Conditions of each Contract in euros per occurrence and with a minimum amount of 5,000,000 euros per occurrence and year.

d) I f necessary, transportation insurance for the goods or equipment covered by the Order, in accordance with the purchasing conditions and the Incoterms agreed upon in the Specific Terms and Conditions.

Regardless of the foregoing, the Supplier may sign the complementary insurance policies that it deems necessary for the total coverage of its responsibilities under the Contract.

14.2. Supplier shall, prior to the beginning of the execution of the order, furnish to Repsol a certificate of insurance contracted and receipts or supporting documents of being up to date in the payment of the respective premiums. This certificate shall be included in the Order as an Appendix. Failure to deliver this certificate shall entitle Repsol to terminate the Order due to cause attributable to the Supplier. The Supplier shall issue Repsol a new certificate when the insurance requested in the Order is renewed and at any time at the request of Repsol.

14.3. The Supplier is required to inform Repsol in writing of any incident that affects the validity and conditions of the insurance subscribed.

14.4. The Supplier shall keep this insurance in force until the expiration of the Warranty Period.

14.5. In any case, Repsol will never be responsible for limits, deductibles, or limitations to the conditions of the Supplier's policies.

14.6. All the insurance policies referred to in clause 14.1 must include a clause waiving the insurance firm's right of subrogation against Repsol.

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14.7. The Supplier shall be solely responsible for requiring its Subcontractors to maintain the same liability and insurance policy required of the Supplier. This does not exempt the Supplier from its responsibility to Repsol. All insurances referred to in section 14.1 of this clause shall be primary to any other insurance that Repsol may subscribe.

14.8. As soon as any of the parties becomes aware of any circumstance that may give rise to a claim under the insurance policies mentioned in this clause, it must notify the other party of the incident and it will be reported to the relevant insurance company. Each party shall provide the necessary assistance for the notification, preparation, negotiation, and resolution of incidents.

14.9. The insurance required in Section 14.1 of this clause may be guaranteed by existing insurance policies or programs, as well as a combination thereof with individual, primary, umbrella and/or excess policies.

15. Penalties for non-compliance

15.1. Penalties for non-compliance by the Supplier shall be governed by the provisions of the Order and shall have a punitive nature and shall be completely independent of the existence of damages or injuries.

In all cases, the penalties shall be applied without prejudice to the right of Repsol to enforce the Order and/or compensation for the damage and/or injury sustained.

Repsol may deduct the penalties that may be applicable from Supplier's outstanding invoices or enforce the guarantees, without prejudice to other means of enforcing them.

The payment or deduction of such penalties and expenses shall not relieve the Supplier of its obligations and liabilities arising from the Order.

16. Subcontracting

16.1. The Supplier may not subcontract the execution of the Order, in fully or in part, without the prior written consent of Repsol. The same obligation applies to authorized subcontractors. Without this authorization, a subcontractor will not be recognized under any circumstances as having the nature or status of an authorized subcontractor and this will constitute grounds for termination of the Order.

The Supplier will only request authorization for subcontractors who, in its reasonable professional opinion, have the appropriate structure, material means and personnel to execute the Order. Repsol does not verify or validate any quality of the subcontractor when issuing its authorization.

16.2. Any subcontracting proposed by Supplier is driven solely by Supplier's own interest. At all events, subcontracting will not generate any contractual relationship whatsoever between Repsol and the subcontractors and will not vary in any form Supplier's direct liability regime nor will it exonerate Supplier from its liabilities and contractual obligations.

Supplier is directly liable before Repsol for all actions, infringements or negligence from any of the subcontractors, their agents and Personnel. Supplier will hold Repsol harmless from any breach of subcontractors, indemnifying Repsol for any damage caused by a subcontractor.

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16.3. All Supplier' obligations and responsibilities shall also be required by the Supplier of authorised Subcontractors, who must provide proof of acceptance compliance to Repsol if requested. Supplier is directly liable before Repsol for the compliance of Subcontractors.

17. Order assignment and transfer of credit

17.1. The Supplier shall not assign all or part of the Order or any of the obligations under the Order without Repsol's prior consent.

17.2. The Supplier may only make credit transfers, pledges, or sign factoring contracts for the credits arising from the purchase or supply or any other form of disposal of the credits to which it is entitled under the Order, once Repsol has authorized it to do so in writing prior to each disposal.

18. Termination of the Order

18.1. Termination of Order due to non-compliance

18.1.1. Either party may terminate the Order in the event of non-compliance by the other of any of the obligations set forth in the Order. The following shall especially be grounds for termination at the request of Repsol without limitation and in addition to those established by law:

a) The existence of serious inaccuracies in the information provided by the Supplier with respect to the Order, either in terms of its business organization, such as its ability to execute the Order, or the quality of the goods and products contained within the Order, or the necessary materials or any other aspect relating to the goods or products purchased or supplied.

b) Failure to execute the services and/or works that are the object of the Order within the deadline and under the other conditions set forth therein, or the defective execution thereof with non-compliance of the agreed-upon technical specifications or guarantees, or other aspects of the Order, or the existence of hidden faults or defects, regardless of when they are discovered.

c) When, for reasons attributable to the Supplier, the execution of the Order is suspended or halted, or there is no continuity or due diligence in its execution, even when these events are due to strikes or conflicts within or with a broader scope than just the Supplier's company.

d) Breach by the Supplier of the present General Conditions or the documents which are part of the Order.

e) Failure to deliver all pertinent documentation relating to or arising from the purchase or supply in a timely manner.

f) Non-compliance with Occupational Risk Prevention, Safety, Health and Hygiene, Environmental (including legislation on waste management) and any other applicable regulations.

g) Non-compliance with the confidentiality obligations or infringement of intellectual or industrial property rights of third parties, as well as non-compliance by the Supplier or its Subcontractors with their labor-related or Social Security obligations.

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h) Failure to deliver guarantees or securities, or their non-renewal or expiration, for any reason, prior to fulfilling the guaranteed obligations.

i) The inter vivos or mortis causa sale or transfer of the Supplier's company or partnership or its transformation into another legal entity without the written approval of Repsol.

j) Assignment or subcontracting without Repsol's consent.

k) Non-compliance with the "Supplier Code of Ethics and Conduct".

l) Non-compliance by the Supplier or its Related Persons to comply with the Anti-Corruption Laws.

18.1.2. In addition, Repsol shall be entitled, without incurring any liability to the Supplier, to suspend or terminate the Order or contract with immediate effect: (i) in the event of non-compliance with or a breach or violation by the Supplier or its Related Persons of any representation, warranty or commitment assumed under Section 4.4. of these General Terms and Conditions; or (ii) if compliance with any of Repsol's duties and obligations vis-á-vis the Order or contract is restricted or prohibited in any way under the applicable Sanctions.

18.1.3. In the event of non-compliance, then the Order shall be terminated and rendered null and void from the date on which either Party notifies the other of its decision in this regard.

18.1.4. In cases in which the Order is terminated at Repsol's behest, it may, in addition to any others legally permitted, take all or some of the following measures:

a) Suspend outstanding payments.

b) Enforce the sureties constituted by the Supplier.

c) Withhold any goods and items of the Supplier under Repsol's control.

18.2. Termination of the Order at Repsol's behest:

18.2.1. Repsol reserves the right to rescind the Order unilaterally by means of a notification to the Supplier. In this case, both parties shall reach a common agreement as to the consequences arising from this early termination.

18.2.2. Repsol is not liable, under any circumstances, for any indirect and/or consequential damages, loss of profits or loss of production or contracts.

18.3. If the Supplier files for bankruptcy in accordance with the Bankruptcy Act currently in force, Repsol shall be entitled, within thirty (30) days of becoming aware of said filing, to demand that the Supplier provide evidence, within ten (10) days from receipt of notice of that demand, that:

- It has the sufficient and necessary materials and personnel to continue executing the Order, for which it must provide proof.
- It has the financial means to execute the Order to its completion, for which purpose it will provide Repsol with a bank guarantee issued by a bank with offices in Spain, on first demand and expressly waiving the benefits of excussion, order and division based on the guarantee template that Repsol has established at

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the time for the total amount of the supplies to be delivered, or any other guarantee accepted by Repsol, to ensure fulfillment by the Supplier of all its contractual obligations.

Should the Supplier fail to provide all the evidence requested herein within the ten-day period, Repsol shall be entitled to terminate the Order, and to be compensated by the Supplier for any damages caused by the aforesaid resolution.

19. Force majeure

19.1. Neither of the parties shall be held liable for non-compliance or non-fulfillment of its duties under the Order when they are delayed or rendered impossible by Force majeure event. Force majeure shall be understood to be all those cases where unforeseen circumstances occur, or circumstances that were foreseen but inevitable, which do not depend on decisions of the parties or are beyond their control, and cannot be avoided by them and lead to the impossibility of fulfilling, in whole or in part, the obligations of the parties or make fulfillment extremely onerous for the affected party, provided there is no negligence or fault by the affected party.

19.2. The suspension of contractual duties shall last as long as the cause that led to the Force Majeure event continues. The affected party shall immediately inform the other no later than 48 hours after the Force Majeure event occurs and make reasonable efforts to resolve the cause of the suspension in the shortest time possible.

19.3. If the Force Majeure event persists in such a way that it thwarts delivery, by not meeting the needs of the Order, or, in any case, if it lasts more than three months, the party that is not affected by this situation may, with prior notice of fifteen (15) days, terminate the Order.

19.4. Under no circumstances shall the Supplier's contractual responsibilities be suspended due to any strike by its employees or its Linked or Related persons while executing the Order. Repsol will be free to suspend the Order and contract a third party to execute the Order, paying the extra cost caused by this circumstance.

20. Information protection and personal data processing

20.1. Information protection

Any information owned by Repsol to be handled by the Supplier's Personnel throughout the execution of the Order, regardless of the medium on which it is stored, processed or transmitted and of its format, must be protected by the Supplier, in accordance with both the legal and regulatory framework applicable in the country or countries involved, with regard to the location, if applicable, of the means used by the Supplier, and in the Repsol Group's Internal Regulations, so as to ensure the adequate security thereof by ensuring its confidentiality, integrity and availability.

20.2. Confidentiality of Information and Documents

20.2.1. All information provided by Repsol to the Supplier or any information to which the Supplier may have access during the execution of the Order, regardless of its nature or the means by which or the medium on which it is disclosed, shall be confidential and exclusively used by the Supplier for the purposes of executing the Order.

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Any reproduction, distribution and public communication of such information is expressly prohibited. The Supplier shall be liable to Repsol for the misuse of Repsol's information by its Personnel or any other persons that may have had access to the information.

20.2.2. If the Supplier receives evidence or becomes aware that the confidential information is being, in the Supplier's opinion, processed or used inappropriately, the Supplier shall inform Repsol as soon as possible. In this case, the Supplier shall immediately adopt all the necessary measures to guarantee the adequate use of the Information and provide proof of their adoption to Repsol.

20.2.3. In case of confidential information received from third parties, Repsol and Supplier shall endeavour to mutually inform one another and to comply with the terms and conditions of the confidentiality obligation foreseen with third parties. Each party shall be liable for an eventual breach of the use of such information their own Personnel may cause.

20.2.4. Once the Order is terminated for any cause and, in any case, at Repsol's request, the Supplier must return the information to Repsol in its entirety or destroy it and certify its destruction (total destruction, without any possibility of recovery or rollback), at Repsol's discretion. The Supplier shall only be entitled to preserve a copy of the confidential information that could be necessary to comply with the applicable legislation, subject in any case to the confidentiality obligation described herein.

20.2.5. The confidentiality obligations under this clause shall apply to the Supplier indefinitely.

20.2.6. No previous obligations of confidentiality shall be understood to be infringed in those cases where the Supplier can provide written proof that the information received from Repsol:

a) was lawfully in the possession of the Supplier on the date on which it was supplied by Repsol and provided that such information was not directly or indirectly acquired from Repsol or third parties in violation of confidentiality obligations;

b) proves to be in the public domain on the date that Repsol provided it to the Supplier;

c) comes into the public domain after being communicated by Repsol, without negligence or fault on the Supplier's part;

d) was developed independently by the Supplier and without making use of the information disclosed by Repsol;

e) should be disclosed pursuant to statutory mandate, by court order, or in accordance with the regulations of a financial, governmental or other body/entity applicable to that specific case, a fact that must be reported immediately to Repsol in order to enable it to seek appropriate legal means to prevent or limit the scope of such a disclosure.

20.2.7 The Provider warrants to the Client that all data and/or information submitted to Client prior, during and as a result of this Agreement was obtained lawfully and by legitimate means and that its disclosure and/or transfer to the Client does not infringe any right or secret of any third party or applicable law. The Provider shall defend, indemnify, and hold the Client harmless against any claim or penalty by third parties arising from a breach of this warranty, and it shall indemnify the Client against all possible damages and/or losses caused to the Client as a result of such breach.

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with its tax, labor-related and Social Security obligations, to manage the accident rate records of the Repsol Group's facilities, and any other actions that are necessary for the proper execution of the Order. The legal basis for this Processing is the execution of the Order;

c. informs the Supplier, the Supplier's Representatives and the Supplier's Employees that their data may be subject to processing by the Data Controller during an internal investigation resulting from a complaint made through the Repsol Group ethics and compliance channel. The legitimate basis for this processing is public interest. The details of this Processing are available on the ethics and compliance channel at www.repsol.com.

The Personal Data will be preserved by the Data Controller during the validity of the Order and, on its termination, until the statute of limitations has passed for any possible legal liabilities of any kind. Once the legal statutes of limitation have passed, the Personal Data will be destroyed.

The Data Controller will not transfer Personal Data to third parties except in cases where the law provides for this, although they may be accessible to suppliers who provide services to the Data Controller, and other Repsol Group companies in order to fulfill the purposes.

The Supplier's Representatives and the Supplier's Employees may exercise their Rights by writing to the Data Controller at its corporate address. In processing based on the legitimate interest of the Data Controller, and notwithstanding the foregoing, they also have the right to request information on the weighting carried out by the Data Controller. Furthermore, if they consider that their Personal Data have not been processed in accordance with the data protection regulations, they may contact the Data Protection Officer at the address protecciondedatos@repsol.com or file a complaint with the Spanish Data Protection Agency (www.aepd.es).

Personal data may be subject to processing on servers located both within and outside the European Union which belong to the Data Controller or to third parties providing services to the latter. Possible international transfers of Personal Data will always be made in accordance with Chapter V of the GDPR.

Further information on how the Data Controller processes Personal Data can be found in the Privacy Policy at www.repsol.com/privacidad.

21. Audits

21.1. Repsol will have the right to conduct audits regarding compliance with the terms of the Order, using its own Personnel or through outsourcing. Repsol will give notice in writing of the audit to be performed at least ten (10) calendar days prior to the start of the audit. The Supplier shall provide the audit team with access to its facilities and offices and to all documentation relating to the Order and any proceedings in connection therewith. The audit shall not alter the Supplier's liability nor exempt it from its obligations under the terms of the Order. The Supplier shall preserve all the files and documents relating to the Order, including those relating to any obligations contained in these documents and any potential subcontracting for a minimum period of six (6) years from the termination of the contractual relationship. These files and documentation shall be available for audit by Repsol during the time period indicated above.

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21.2. Any subcontracting by the Supplier in connection with the contract and/or Orders shall incorporate the express right of the auditor appointed by Repsol to conduct audits, in accordance with the terms stated in the preceding paragraph.

22. Communications

22.1. All communications between the Parties relating to the Order must be in writing or conducted through the agreed upon electronic means. To be binding they must be signed by persons duly authorized by the issuing Party.

22.2. The parties agree to the use of email as a valid means for communicating all matters relating to the daily management of the relationship with the Supplier.

22.3. For all other issues outside the daily management of the relationship with the Supplier, communication must be carried out using other reliable means.

22.4. Unless otherwise agreed, the valid address for services will be the one agreed upon by both parties.

23. Modifications

Any modification to the Order shall be made by the parties in writing.

24. Settlement of disputes and litigation

24.1. The General Terms and Conditions and the Order shall be governed by Spanish law.

The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods of 1980 (the Vienna Convention).

24.2. It is agreed between the Parties that any issues that may arise in connection with the execution or interpretation of the General Terms and Conditions and the Order will be submitted to the Courts and Tribunals of the city of Madrid.

25. Appendices

Appendix I: Bank guarantee for advance payments template

Appendix II: Bank guarantee for faithful performance and surety for goods, works or services template

Appendix III: Parent/subsidiary guarantee template

Appendix IV: Processing of personal data by the Supplier

Appendix V: Declaration by a public official or former public official

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Repsol Group’s general conditions for the purchase of goods in Spain

Scope: Spain	Code: 02-00011DC
Owner: D. Procurement for Corporate Areas & Procurement Coordination	Revision: 8.1

Appendix I: Bank guarantee for advance payments template

The Bank ……, EIN: ……, with registered office for all purposes at …… ……, (hereinafter, "the BANK") and, on its behalf, Mr./Ms……..

That in relation to the order/contract entitled …… (hereinafter, "the order/contract"), signed between the Company..... (hereinafter, the ***Beneficiary***), EIN ……., with registered office in Madrid at …… and the Company…….. , (hereinafter, the ***Supplier***) with registered office in XXXX, calle XXXXXX, and with EIN no. XXXXXXX.

GUARANTEES

Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of EUR (*figure and words*) ……, completion by the **Supplier** of the obligations arising from the purchase order/contract, in particular the return of any amounts that the **Beneficiary** paid in advance to the **Supplier** as a result of the order/contract, and for the responsibilities which the **Supplier** may incur as a result of the obligations assumed under the purchase order/contract.

The Bank will pay this guarantee up to the maximum amount set beforehand within ten (10) calendar days from the date of a simple written request, duly signed by and authorized by a representative of the **Beneficiary**, without further need for authorization or consent from the **Supplier** and with no permissible excuse, including the **Supplier**’s opposition to the enforcement of the guarantee.

This guarantee constitutes a principal and not an accessory obligation and is entirely independent of the purchase order or main contract, and it is not admissible for the Bank to delay or refuse the payment or payments required of it under the guarantee.

This guarantee is completely independent of any other personal guarantees or collateral that may be established in favor of the **Beneficiary** due to the guaranteed obligations or other obligations assumed by the **Supplier** and the constitution of such shall not affect the validity of this guarantee, nor will it affect the enforcement or non-enforcement thereof.

The Bank's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (i) the amendment of the purchase order/contract or of the obligations arising therefrom; (ii) the extension of the validity of the purchase order/contract or of any obligations resulting therefrom; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the purchase order/contract, transaction or compromise in relation thereto; and (v) the invalidity, nullity or voidability of any of the stipulations or obligations deriving from the purchase order/contract.

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The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the guaranteed party with the beneficiary remain in force, and until such time as they have been properly and completely fulfilled.

This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment were subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment or the provisions adopted as part of insolvency proceedings.

The signatories state that they are authorized to represent the Bank in this act and that the powers of attorney under which they act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the **Beneficiary** of any of the rights deriving from this Guarantee shall implicitly entail the **Beneficiary**’s acceptance of the same, without it being necessary to previously inform the Bank in this regard, or in relation to actions or activities related to the rights and obligations arising from the Contract.

This guarantee is governed by Spanish law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Tribunals and Courts of the City of Madrid.

Place, date and signature.
Registration number in the Special Register of Guarantees

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Appendix II: Bank guarantee for faithful performance and surety for goods, works or services template

HE BANK ……, an Entity with registered office at ....., ... street and EIN..... (hereinafter, "the Bank") and, on its behalf, Mr./Ms. ……, by virtue of the powers of attorney granted by the Notary of ....., on ....., under number ..... of his protocol and registered in the Commercial Register of ....., with entry no. ....., on sheet ..... corresponding to this Entity

That in regard to the order/contract entitled ……. (hereinafter, "the purchase order/contract"), signed between the Company ..... (hereinafter, the **Beneficiary**), with EIN ……., with registered office in Madrid …… and of the Company ……(the **Supplier**), with EIN ……., with registered office at ……

GUARANTEES

Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of EUR (*figure and words*) ……., completion by the **Supplier** of the obligations arising from the order/contract, and for the responsibilities which the **Supplier** may incur as a result of the obligations assumed under the purchase order/contract.

The Bank will pay this guarantee up to the maximum amount set beforehand within ten (10) calendar days from the date of a simple written request, duly signed by and authorized by a representative of the **Beneficiary**, without further need for authorization or consent from the **Supplier** and with no permissible excuse, including the **Supplier**’s opposition to the enforcement of the guarantee.

This guarantee constitutes a principal and not accessory obligation and is entirely independent of the purchase order or main contract, and it is not admissible for the Bank to delay or refuse the payment or payments required of it under the guarantee.

This guarantee is completely independent of any other personal guarantees or collateral that may be established in favor of the **Beneficiary** due to the guaranteed obligations or other obligations assumed by the guaranteed party and the constitution of such shall not affect the validity of this guarantee, nor will it affect the enforcement or non-enforcement thereof.

The Bank's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (i) the amendment of the purchase order/contract or of the obligations arising therefrom; (ii) the extension of the validity of the purchase order/contract or of any obligations resulting therefrom; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the purchase order/contract, transaction or compromise in relation thereto; and (v) the invalidity, nullity or voidability of any of the stipulations or obligations deriving from the purchase order/contract.

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The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the **Supplier** with the **Beneficiary** remain in force, and until such time as they have been properly and completely fulfilled.

This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment were subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment or the provisions adopted as part of insolvency proceedings.

The signatories state that they are authorized to represent the Bank in this act and that the powers of attorney under which they act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the **Beneficiary** of any of the rights deriving from this Guarantee shall implicitly entail the **Beneficiary**’s acceptance of the same, without it being necessary to previously inform the Bank in this regard, or in relation to actions or activities related to the rights and obligations derived from the Contract.

This guarantee is governed by Spanish law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Tribunals and Courts of the City of Madrid.

Place, date and signature.
Registration number in the Special Register of Guarantees

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Appendix III: Parent/subsidiary guarantee template

PARENT/SUBSIDIARY GUARANTEE

The Guarantor (Company name of guarantor and EIN of the Parent guarantor), with registered office at _____ and, on its behalf, Mr._____ with Spanish National Identity Card (DNI) no._____, holding sufficient powers of attorney to bind him/her in this act, by virtue of Deed no. _____ dated _____ authorized by the Notary _____ and registered in the Commercial Register of _____, in volume _____ sheet _____, entry _____

GUARANTEES

Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order, to _____(Guaranteed Entity/ Company name and EIN), with registered office at _____, before _____(the Beneficiary/Company name and EIN of the Repsol Group Company that is the Beneficiary of the Guarantee), with registered office at _____, up to a maximum limit of EUR _____ (figure and words), completion by _____(the guaranteed Entity) of all the obligations it may hold before (the Beneficiary/Company name and TIN of the Repsol Group Company that is the Beneficiary of the guarantee), and for the liabilities that the guaranteed entity may incur as a result of commercial relations of any kind existing between both companies.

The Guarantor will pay and enforce this guarantee up to the maximum amount set beforehand, within ten (10) calendar days from the date of a simple written request, validly signed by an authorized representative of the Beneficiary _____ in which it indicates that the amount claimed is due and callable from the guaranteed entity, without further need for authorization or consent from (the guaranteed Entity) _____ and with no permissible excuse, including the guaranteed entity's opposition to the enforcement of the guarantee. The obligations of the Guarantor under this guarantee will cease when the maximum guaranteed figure has been reached with the sum of the amount of its different partial enforcements.

This guarantee constitutes a principal and not an accessory obligation and is entirely independent of the purchase order or main contract, and it is not admissible for the Bank to delay or refuse the payment or payments required thereof under the guarantee.

The Bank's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (i) the amendment of the Purchase Order/Contract or of the obligations arising from them; (ii) the extension of the validity of the purchase order/contract or of any rights or obligations arising therefrom; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the Purchase Order/Contract, transaction or compromise in relation thereto; and (v) the invalidity, nullity or voidability of any of the stipulations or obligations arising from the Purchase Order/Contract. (*) (*)

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The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the guaranteed Entity with the Beneficiary remain in force, and until such time as they have been properly and completely fulfilled. (**)

This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment were subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment or the provisions adopted as part of insolvency proceedings.

The Guarantor states that the powers of attorney under which its representative(s) act(s) are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the Beneficiary of any of the rights deriving from this Guarantee shall implicitly entail the Beneficiary's acceptance thereof, without it being necessary to previously inform the Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Contract.

The Beneficiary may transfer this guarantee to any third party, as well as the rights and obligations contained therein without requiring the previous consent of the Guarantor or of the guaranteed Entity.

This guarantee is governed by Spanish law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Tribunals and Courts of the City of Madrid.

Place, date and signature
(Signature and stamp of the Guarantor)

Explanatory Notes:
(*) This paragraph would be included when there is a previous Contract or a clear Purchase Order that give tise to the commercial relations to be secured by the guarantee, which insists on the independent nature of the guarantee with regard to the contract or order in question and that the vicissitudes of these relation will not affect the guarantee.
(**) This template is for guarantees of an indefinite term. In the event that the length of the term of the guarantee has to be limited, we offer possible alternative texts:
(i) “This guarantee expires on _____ (include exact date), however, after that date the Beneficiary may claim obligations arising before the expiry date pending payment by the Guaranteed entity, until a maximum term of six (6) months subsequent to the expiry date.”

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Appendix IV: Processing of personal data by the Supplier

See Appendix in attached file

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Appendix V: Declaration by a public official or former public official

DECLARATION OF COMPATIBILITY WITH A PRIVATE ACTIVITY BY A PUBLIC OFFICIAL OR FORMER PUBLIC OFFICIAL[1]

Mr./Ms_____, with Spanish National Identity Card/Passport no. _____, nationality _____ and with address for notification purposes at _____, in accordance with the current legislation that applies to *"incompatibilities for personnel in the service of Government Services*", **DECLARES,** expressly, that they are not affected by any reason for incompatibility with the activity that they are going to perform for Repsol.

In addition, the undersigned undertakes to report to Repsol any change in their situation that may affect this declaration.

In _____, on _____ ___, 20__

Signed: _____

* If an active Public Official, you must attach the compatibility authorization from the respective Government Service.

1 Concept of a Public Official: Public officials are all those who work for a government organization or institution, and people who hold public office. For example, these include:

- Holders of public offices at the federal, international, state, regional, provincial,
- or local level, including members of legislative bodies,
- holders of executive offices, and members of the judiciary.
- Employees of any government or government service (international, state, or at any regional or functional level), including employees of parliamentary and judicial bodies.
- Any individual acting under powers delegated by a public authority.
- Political party officials.
- Candidates for public office.
- Officials and employees of an international public organization, e.g., the United Nations or World Bank.
- Personnel of state-owned or government-controlled companies. Especially, national oil companies (NOC).

Concept of Former Official For the purposes of this declaration, a "former official" is considered to be someone who has held a position as a public official in the last two years.

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Approval

Validity

This document will become effective on the tenth (10th) business day after the date of its approval.

Revoked regulations

- Repsol Group’s general conditions for the purchase of goods in Spain (code 02-00011DC, rev 8.0)

Revision 8.1 approved by:

Approval:

D. Ricard Sebastian

01/24/2024

D. Procurement for Corporate Areas & Procurement Coordination

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