

## 1. OBJECTIVE

The purpose of these General Conditions is to define the commercial relations between the company NUCLEONOVA, its Clients and its Suppliers.

## 2. DEFINITIONS

The term "Buyer" refers to NUCLEONOVA from now on.

The term "Supplier" refers to any individual, company or other entity which is responsible for providing the goods in accordance with these General Conditions.

The term "Client" refers to the person or entity from which the instructions for action originate.

The "Order" includes these General Conditions, the specific characteristics of the purchased goods and any other documents referred to in the Order.

The term "goods" includes all articles, materials, equipment, works or other services as specified in the Order.

## 3. ACQUISITION OF GOODS AND SERVICES

### 3.1. SCOPE OF APPLICATION

These General Purchase Conditions will be applicable to all Orders and Contracts formalized by NUCLEONOVA.

Any exception to any of these General Conditions by the Supplier will only be valid if formulated in writing, and have been accepted likewise in writing by NUCLEONOVA.

The exceptions which are agreed upon by this procedure will only be applicable to a specific Order or Contract, and cannot be extended to other Orders or past or future Contracts.

In no case shall the General Sales Conditions of the Supplier be applicable. Nor will apply any condition, specification or similar which the Supplier includes in its delivery notes, invoices or in general in any documentation exchanged between the parties on the occasion of the Order or Contract, and that contradicts the provisions of these General Purchase Conditions.

### 3.2. CONDITIONS AND ACCEPTANCE OF THE ORDER

All placed Orders are subject to the conditions listed below, as well as those at any time referred to in these General Purchase Conditions. These will be applicable notwithstanding and excluding any provision to the contrary, even though those are included in the General Sales Conditions of the Supplier or otherwise.

The Supplier must acknowledge receipt of the Order and submit their acceptance in writing, within a maximum period of five (5) calendar days. Unless expressly requested by the Supplier during this period, these General Purchase Conditions shall be deemed accepted.

Similarly, once both parties accept the conformity of the Order or any framework document, it cannot be subject to further modifications in any way, unless otherwise agreed by both parties.

### 3.3. DELIVERY

Unless previously agreed between the parties, all goods acquired by the Buyer will be delivered at the Buyer's facilities, or where previously agreed.

All deliveries must be accompanied by a delivery note by Order, with the Supplier's header and the Order number of both the Supplier and the Buyer, where the delivered goods are specified in the same terms (designation, specification, etc., ...) as in the Order confirmation, and if applicable, the detailed breakdown by box or any other packaging, as well as the weights.

In addition, and notwithstanding the above, all delivered goods must be accompanied by their corresponding technical sheet, quality test, user manual when being any type of machine, and other documentation and certificates which have been requested in the Order or specifications.

When damage or deterioration is observed during the reception or during unpacking of the goods, the comments/observations of the company NUCLEONOVA will be noted in the delivery note, and the carrier will be notified. The Supplier must provide the replacement for defective or damaged products or goods with new ones as soon as possible. The delivery becomes effective after the replacement or repair, as aforementioned, and in any case, at the day of signature of the delivery note by the company NUCLEONOVA, without any reservations.

Expenses such as storage, packaging, transportation, including custom charges, handling, packing, unpacking, insurance and, in general, all resulting consequences arising from any material substitution will be borne by the Supplier.

### 3.4. FALSIFIED, FRAUDULENT OR LOW-QUALITY ELEMENTS

When detecting that the material is fraudulent, falsified or of poor quality during the reception or during the development of NUCLEONOVA's activities, NUCLEONOVA may undertake the legal measures it deems appropriate, and the administrative expenses of the corresponding actions must be borne by the Supplier of these materials.

The Supplier shall also keep NUCLEONOVA free from responsibilities and prejudices, and compensate for any loss, economic guarantee, cost, damage or incurred expenses due to any claim or action against it, as a consequence of the use or sale of the supplied goods. NUCLEONOVA reserves the right to participate in the defense against these claims or actions, or if it so decides, to take on the defense itself, using its own lawyers.

### 3.5. DELIVERY TIMES AND PENALTIES

If the Supplier fails to deliver any or all of the goods as determined in the Order within the time described therein, the Buyer may choose to demand a penalty payment per day of delay of 0.5% of the Order price, up to a maximum of 10% of the total price, unless another percentage is specified in the Order. Notwithstanding the foregoing, the Buyer may also choose to terminate the contract in case of failure of the Supplier.

### 3.6. INSPECTION AND QUALITY

The Buyer, through its authorized representatives, reserves the right to inspect the fulfillment of the requirements of equipment or materials stored and/or constructed in the Supplier's warehouses or workshops and/or those of its subcontractors, before delivery to the Buyer. This inspection shall not relieve the Supplier of the responsibility to supply the equipment or materials in strict accordance with the specifications and applicable legal requirements, nor of the obligations derived from the committed guarantees.

### 3.7. RETURNS

The Buyer reserves the right to return unsatisfactory or non-required materials, with the expenses borne by the Supplier.

Goods and services are deemed accepted only after physical verification and documentation by our company in accordance with the terms and specifications of the Order or the standards specified in the contract.

## 3.8. GUARANTEES AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier guarantees that the goods supplied to the Buyer are conform to the specifications, descriptions and plans, if any, which are included, attached or referred to in the Order, which state that goods are free from defects in design, material or execution and that are not subject in any case to weight, load or risk of expiration, sanitation or eviction.

Unless a longer period is specified by law or by an agreement between the Buyer and the Supplier, the guarantees as described above will last for a period of twelve (12) months from the start-up of the equipment or twenty-four (24) months from the date of receipt by the Buyer. In case of breach of any of the aforementioned guarantees and without prejudice to the actions which may be taken by the Buyer, the Supplier, at its sole cost, will replace the defective goods for goods by the Buyer deemed compliant with the same plan/Order to which the goods were originally ordered.

If the Supplier does not correct the defects or replace the defective goods within the period of time specified in the Order or, fails entirely to do so, within 10 days after the written indication of the Buyer, the latter may order the repair or replacement on its own. The incurred expenses will be borne by the Supplier.

## 3.9. PACKAGING

The packaging is considered to be free of costs. The Supplier will deliver the products with packaging adjusted to their characteristics, mode of transport and storage, hence the delivery arrives in perfect condition. Any damage (breakage, omission, deterioration, etc.) of the products caused by inadequate or improper packaging will be the responsibility of the Supplier and must be corrected within the agreed period, and all costs and prejudices, which may cause the Buyer the aforementioned damage or delay, are the responsibility of the Supplier.

## 3.10. PRICE, TRANSPORTATION AND INSURANCE

Unless otherwise stated, the indicated prices are fixed and not reviewable, and are applicable to the delivered products or rendered services at the specified place of delivery, free of charge and packaging.

The Supplier shall be liable in case of loss, destruction, breakdown or damage of the products during transportation.

## 3.11. RECEPTIONS

The reception of the materials will be carried out by NUCLEONOVA, through its means for this purpose.

The reception of the materials does not imply their acceptance. This reception will always be provisional, and may be rejected in case of non-compliance with the required technical and documentation specifications as defined in the Order.

## 3.12. ORDER RESOLUTION

In addition to the general causes for the termination of contracts in case of serious breaches of the obligations arising from it and, where appropriate, for hidden flaws or defects in the sold or supplied object, NUCLEONOVA may withdraw or terminate the contract with immediate effect if:

- The threat of a fundamental deterioration in the Supplier's financial relationships occurs or exists and, as a consequence, the risk is present that the Supplier will not be able to fulfill its obligation to supply to NUCLEONOVA.
- The sold or supplied object was lost totally or partially before delivery, by an unforeseen accident or without the Supplier's fault. Although, in case of partial loss, NUCLEONOVA may choose to claim the remaining object by paying its price in proportion to the agreed price of the total object.
- The Supplier does not deliver the sold or supplied object, nor the required documentation, or will not perform the service within the stipulated period. NUCLEONOVA may request compliance or termination of the contract, with compensation, in either case, for the prejudices which have been caused by the delay.

## 4. SERVICES

Unless otherwise indicated, NUCLEONOVA develops the services and all offers or proposals for services in accordance with these General Conditions.

### 4.1. AREA OF APPLICATION

NUCLEONOVA contracts for itself and as an agent for its employees and subcontractors. Any reference to NUCLEONOVA is considered to include all of its employees and subcontractors, in order for them to have the benefits of these General Conditions and, collectively and jointly with NUCLEONOVA, not to have a greater responsibility with respect to the Client or any of NUCLEONOVA's third parties.

NUCLEONOVA is empowered to:

- Carry out its obligations by itself or through an independent subcontractor, authorized by the Client.
- Achieve the provision of services as the Client's intermediary and in this case, NUCLEONOVA will not sign any contract with the Client for the provision of any of the contracted services and will act only on behalf of the Client in the achievement and organization of a contract directly between the Client and the third party contractor.

### 4.2. PERFORMANCE

NUCLEONOVA acts on behalf of the Client. No other person is authorized to give instructions, unless expressly authorized by the Client. In any case, NUCLEONOVA is irrevocably authorized to deliver at its discretion the agreed documentation to a third party, following instructions from the Client and in the cases in which there is an obligation to make such delivery to a third party or such obligation comes from business customs, commercial uses or usual practices.

NUCLEONOVA provides its services in accordance with:

- The specific instructions of the Client, as accepted by NUCLEONOVA.
  - The terms of the Order or contract.
  - Any mercantile custom, use or practice.
  - Any practice that NUCLEONOVA considers appropriate for technical, operational or economic reasons.
- The documents which reflect agreements between the Client and third parties will be considered as informative, without extending or restricting the mission of NUCLEONOVA or its obligations.

### 4.3. DOCUMENTATION

NUCLEONOVA will issue reports and certificates which reflect the states and opinions within the scope marked by the received instructions, without NUCLEONOVA being obliged to issue any report on facts or circumstances that are outside the scope of these instructions.

### 4.4. OBLIGATIONS OF THE CLIENT

The Client agrees to:

- Give the necessary instructions in time, hence the contracted services can be provided effectively.
- Facilitate access to NUCLEONOVA's representatives to the necessary assets, sites and facilities.
- Provide, if necessary, any instrument required to provide the service.
- Ensure safety and hygiene measures at work during the performance of the service, regardless of whether or not this is included in NUCLEONOVA's requirements.
- Make the necessary arrangements to eliminate or remedy obstacles or interruptions in the development of the required services.
- Fully exercise their rights and fulfill their responsibilities according to the sales contract, regardless of whether a report or a certificate has been issued by NUCLEONOVA or not, in the sense that it is not subject to any obligation with respect to the Client.

### 4.5. RESPONSIBILITIES

NUCLEONOVA assumes that its work is developed with due diligence and the necessary capacity for its execution, taking responsibility only when negligence is proven by the Client in court.

- The responsibility of NUCLEONOVA, its workers and its subcontractors with respect to the Client for any claim for loss, damage or expense of any kind, will in no case exceed the value of the contract. In case of a contract including different parts or services, the limit of liability will be the value of the part or service with respect to the claim. NUCLEONOVA, under no circumstances, will be liable for indirect damages, loss of profit or lost profits related in any way to the execution or non-execution of the contract. In the event that the amount of invoice or fee relates to several services and a claim is filed with respect to one of these services, the amount of the invoice or the commission will be distributed proportionally according to the time spent to each of the services, as far as this clause is concerned.
- NUCLEONOVA will not be liable for claims made by the Client for any service provided, unless one has written knowledge of the claim within twelve months from the date of the event or situation that caused the claim.

The Client will guarantee, release of liability and indemnify NUCLEONOVA and its employees, representatives or subcontractors against any claim made by any third party for losses, damages or expenses of any nature arising from its performance, presumed performance or non-performance of services, until the limit of the collection of these claims related to any of the services exceeds the limit mentioned in the previous paragraph.

### 4.6. PRICES

The prices of NUCLEONOVA are expressed excluding VAT and any other applicable taxes in Spain or any other jurisdiction. The amount of tax is the responsibility of the Client and when they are applicable, they will have to be added to the price of NUCLEONOVA and paid by the Client.

### 5. DEDICATION OF COMMERCIAL GRADE COMPONENTS AND SEISMIC RATING

The methodology used for the Dedication of Commercial Grade Components is based on the recommendations of EPRI NP-5652 and 1008256, as well as the applicable Spanish UNE regulations.

The methodology used for the Seismic Qualification of equipment is based on the applicable regulations for the specific Sector, being for the Nuclear Sector, in particular, the applicable IEEE 344 and R.G. 1.100.

The tests/trials will be carried out in laboratories accredited by ENAC, according to the UNE-EN ISO/IEC 17025 standard or approved by the GES (Supplier Assessment Group of the CCNNEE), or it will be on the List of Suppliers approved by NUCLEONOVA S.L.

The monitoring of tests/trials performed by the testing laboratories accredited by ENAC, according to the UNE-EN ISO/IEC 17025 standard or homologated/approved by the GES (Supplier Evaluation Group of the CCNNEE), is not automatically included. When requested by the Client, the inclusion of this supervision shall be expressly indicated in the Offer.

One interlocutor will be designated to each party of the project, through whom the communications among the parties will be channeled and activities will be coordinated.

The dedication work or plan can only be started or carried out when all necessary information is available, especially the plant location, applicable specifications and environmental conditions.

A dedication plan will be prepared for the components and will be submitted for the approval by the Client.

Inspections, Tests or Surveys will be carried out with the approved Dedication Plans, depending on the dedication method assigned for each type of the component as specified in the Dedication Plans and in the quantities which result from applying the corresponding sampling. If any of the components fails the executed tests corresponding to the dedication plan, then the component will be identified as defective and will be conveniently segregated. In this case, the actions to be carried out will be documented, or the entire batch will be tested. If failure of the tests occurs for any type of component which has to be dedicated, the additional tests will be outside this Offer and, if necessary, extra tests will have to be negotiated separately with NUCLEONOVA.

The Client must provide NUCLEONOVA with the components to be dedicated (when they were not acquired directly by NUCLEONOVA), and all the necessary documentation to prepare the dedication plan.

After the verification of critical characteristics as specified in the Dedication Plans, the entire Dedication Process will be documented in a Final Dedication Dossier, particularized for each type of component which is included in the scope of the Offer.

Unless otherwise indicated, the supplied components will be of the same manufacturing LOT.

The document EPRI TR-017218-R1 "Guideline for Sampling in the Commercial Grade Item Acceptance Process" will apply when defining the corresponding sampling in each case.

The identity of all components of each type will be subject to verification and a visual inspection will be carried out.

If the material is supplied by the Client, the information of the components must be provided as well.

The tests will be carried out according to the availability of the Laboratory. At the moment of the Order, a time schedule will be delivered to the Client.

When a seismic test is necessary, it will be explicitly included in the Offer.

In case of not accepting the realization of the seismic test proposed by NUCLEONOVA, the Client must provide the justification for the seismic qualification of the component.

For the Seismic Qualification, Test Procedures will be defined which will be approved by the Final Client after the execution of the test.

These tests will be carried out on prototypes, which are representatives of the components which have to be qualified. These prototypes cannot be used later, if the seismic tests are considered to be destructive, unless the suitability for usage of the prototype is justified prior to its use.

The scope of the presented Offer does not include the execution of electromagnetic compatibility tests (EMI/RFI). If necessary, the Client will have to specify it.

Upon completion of the tests, the corresponding Reports of the tests will be developed. If requested by the Client, partial results or a certificate indicating the same acceptability will be advanced, if this is the case.

The original results of the tests will be delivered to the Client and a copy of them will be included in the archive of NUCLEONOVA.

The deadline of delivery of the dedicated components is indicated in the Offer. The possibility of shortening the time required for the dedication process will always depend on the availability of the different laboratories. Modifying the deadline of delivery could have economic impact, which must be accepted by the Client.

The deadline of delivery of the dedicated equipment will be indicated in the Offer and will depend on the availability of the testing laboratories.

In the Offer, the dedication is considered for use of the elements in mild environmental conditions, which do not require environmental qualification requirements according to 10-CFR50.49 and IEEE-323.

When Orders or tests are cancelled once they are partially carried out, the percentage which has been completed of the Order or test will be invoiced.

The cost of transporting the component from its place of origin to the Laboratory and its subsequent return will be borne by the Client, unless otherwise indicated in the Offer.

It may be a reason to review the Offer or make a new one, in the following cases:

- When the received quantities differ from those offered.
- When the models of the components differ from the ones specified in the Order.
- The items to be dedicated belong to different manufacturing lots.
- When failures occur in any sample during any of the tests and an extension of the sampling is required.
- When extension of the trials is required.
- When all the specific documentation of the supply is not available.

### 6. CONDITIONS OF PAYMENT

The Supplier will not issue the invoices before the date of dispatchment, sending them to the address [nucleonova@nucleonova.es](mailto:nucleonova@nucleonova.es).

Payments will be made by bank transfer, within the terms established by Law 15/2010 or as agreed upon in writing. Failure to comply with these conditions may result in the return of the invoice and the delay of the payment. References to invoices and payment must be stipulated in the Order or in any related contract. The payment of the Order does not imply any resignation of the Buyer's rights included in these General Conditions and specifically in the Order.

In case of supply or provision of Services, the Client will pay the price as agreed in writing. All costs caused to NUCLEONOVA will bear an interest rate of two percent per month from the invoice date until the settlement of the invoice.

When NUCLEONOVA has not been able to fully or partially develop its work, for reasons beyond its control, NUCLEONOVA will be exonerated from any responsibility for the partial execution or non-execution of the contracted service and the Client will pay NUCLEONOVA upon request of the latter:

- The total amount of undergone and incurred expenses.
- The proportional part of the agreed amount, depending on the degree of execution of the provided services.

### 7. DATA PROTECTION

In accordance with the provisions of Organic Law 15/1999 of December 13, on Data Protection, NUCLEONOVA will incorporate the Client's data into the corresponding file registered in the General Registry of the Data Protection Agency. These data will be treated in accordance with the legal requirements, applying the appropriate security measures to prevent alteration, loss, treatment, or unauthorized access. The Client may always exercise the right of access, rectification, cancellation and objection.

### 8. VALIDITY CLAUSES

If any of the clauses of the presented contract is considered invalid or unenforceable, totally or partially, the rest of the clauses will maintain their effect and validity, being the valid contract.

### 9. COMPETENT JURISDICTION

These General Conditions and any contract to which they refer are subject to the regulations applicable in Spain and any dispute arising from them will be subject to the jurisdiction of the courts of the City of Valencia, Spain.