

GENERAL CONDITIONS OF PURCHASE FOR GOODS AND SERVICES (GCP)

- All Purchase Orders placed by ANYWIND Group companies are governed by these General Terms and Conditions of Purchase of Goods and Services (GTC), available on the official ANYWIND Group website (www.anywind.com). Any alteration, variant, condition or addendum to these General Terms and Conditions shall only be considered valid and effective if it is included in the Purchase Order, Special Order Conditions
- and/or Contract and has been expressly agreed to in writing by ANYWIND.

 1.2. In the event of any contradiction between these GTC and the Purchase Order, Particular Conditions of Order and/or Contract, the provisions of the latter documents shall prevail.
- ANYWIND's GTC shall prevail over any General Conditions of Sale of the Supplier.

 The Supplier accepts these GTC from the moment it accepts the Purchase Order, as defined in Section 4
- of this document. Alternatively, if the Supplier has previously received these GTC within the scope of its commercial relations with ANYWIND, they shall be deemed, for all intents and purposes, to be known by the Supplier when submitting a quotation for any service, material or equipment contained in the Purchase Order, without prejudice, in this case, to the Supplier's obligation to consult or download the version available on the ANYWIND Group's official website.
- 1.5. By accepting this Purchase Order, which includes these GTC, the Supplier automatically.:
 1.5.1. You recognise that you have in your possession and are fully aware of all the information necessary for the execution of the Purchase Order;
- **1.5.2.** Recognises its ability to carry out the Purchase Order; **1.5.3.** It waives the right to apply its own General Conditions of Sale.
- 1.6. Any incompatibilities, doubts, errors or omissions in the Purchase Order/Order and these GTC must be submitted in writing to ANYWIND within 5 (five) days of the date of communication of the Purchase Order/Order. The deadlines established and communicated shall not be affected by such incompatibilities,
- doubts, errors or omissions, and shall therefore remain unaffected.

 1.7. Any proposed change to the Purchase Order/Order requested by the Supplier must be expressly approved by ANYWIND in writing and, since it is subsequent to acceptance of the Purchase Order/Order, may not be carried out by the Supplier without the express written agreement of ANYWIND, all without prejudice to the responsibilities assumed by the Supplier.
- 1.8. Any side or non-written agreements, which are not contemplated in the Purchase Order, require the express approval of ANYWIND in writing and shall only be valid upon written approval by ANYWIND.
- The Supplier undertakes to inform ANYWIND whenever it detects a deviation from the functionalities and characteristics provided for in the object of the Purchase Order/Order, and to this end must propose alternatives that satisfy it, with ANYWIND reserving the right to reject them.
- 1.10. Any alteration to the service, materials or equipment in relation to that defined in the negotiation phase. Purchase Order/Order, Particular Conditions of Order and/or Contract shall only be valid with ANYWIND's written approval.
- 1.11. If the Supplier fails to comply with the provisions of the previous point, ANYWIND reserves the right to reject the services, materials or equipment covered by the Purchase Order, and the Supplier shall be subject to the penalties provided for in point 12 of these GTC.
- 1.12. Within the scope of this Purchase Order, there shall be no contractual relationship between the e Customer (if it is not ANYWIND), and the Supplier and/or its Subcontractors.
- 1.13. Unless otherwise indicated in writing by ANYWIND, the contractual language shall be Portuguese. For all documents contained in the Purchase Order submitted in another language, it shall be presumed that the Supplier is able to interpret them, unless otherwise indicated in writing prior to acceptance

SCOPE OF SUPPLY

- The Purchase Order/Order must be fulfilled in strict compliance with the specifications, conditions and quantities set out therein, the Particular Conditions of Order, the Contract and/or other contractual documents, as well as in compliance with the legal rules and regulations applicable to the object of the supply
- 2.2. The Supplier undertakes to communicate in good time any condition that may jeopardise the execution of the Purchase Order in the agreed terms.
- 2.3. In the Purchase Order, the supply or provision of services shall be deemed to include all the accessories and activities necessary for the full fulfilment thereof.2.4. Whenever requested by ANYWIND, the supplier must participate in person or represented by a qualified
- and authorised person in meetings relating to the scope of their supply.

 2.5. The Supplier shall make available to ANYWIND, at no additional cost to ANYWIND, all documentation, manuals or any other activities within the scope of its supply that may be necessary for the correct provision of services or operation, operation and/or maintenance of the materials and equipment contained in the Purchase Order, even if not mentioned or fully specified herein and in its annexes.
- 2.6. Specifically, in the case of the supply of any chemical product, the supplier must ensure that it is accompanied by all the technical and safety information necessary for the storage, use and handling of the chemical product, in accordance with applicable standards and good practices.
- 2.7. Whenever, within the scope of the Purchase Order, the Supplier's activity is conditioned or constrained by third parties, the Supplier undertakes to co-operate in order to overcome the resulting difficulties.
- The Supplier is obliged to strictly and fully comply with and have its personnel comply with all legislation and regulations applicable to the activity pursued and to demonstrate that it is in possession of all authorisations, certifications, licences and/or approvals which, under the terms of the law and regulations, are applicable to it and are necessary for the pursuit of its activity, as well as for the fulfilment of the obligations arising from the Purchase Order/Order. In addition, the Supplier guarantees compliance with all general and specific safety regulations, as well as all other specific service conditions in force at ANYWIND or requested by ANYWIND's Customers and communicated to it by ANYWIND.
- The Supplier shall be fully liable for any and all damage that may result from non-compliance with the aforementioned standards
- 2.10. The Supplier shall be responsible for obtaining any authorisations, certifications, approvals, approvals or licences that may be necessary in accordance with its responsibilities in fulfilling the supply obligations arising
- from this Purchase Order.

 2.11. The Supplier undertakes to comply with and follow all the definitions in terms of the technical specifications of the services, equipment or materials expressed in the Purchase Order/Order and in the legally applicable rules and standards, and may not alter or otherwise realise them without ANYWIND's written
- 2.12. The Supplier undertakes to communicate changes to what has previously been established in the Purchase Order, and must provide all the elements necessary to support them.
- 2.13. The transfer of the risk of the object of the Purchase Order shall take place with the delivery or completion of the object under the conditions and at the locations provided for therein.
- 2.14. The international rules (Incoterms 2020) of the International Chamber of Commerce will be used to interpret the contracted supply conditions.

- The Supplier may not, under any circumstances, without ANYWIND's prior written consents
- 3.1.1. Assign or transfer part or all of this Purchase Order;3.1.2. Set up a company, consortium or group of any kind to carry out the realisation of the Purchase Order; **3.1.3.** Subcontract the parts of the Purchase Order that require its direct specialisation and that have been awarded to the Supplier due to its competence or experience in that field.
- 3.2. Given ANYWIND's agreement for the Supplier to subcontract part or parts of the Purchase Order/Order, the Supplier shall ensure the performance of the supplies entrusted to its subcontractors, and shall be solely responsible to ANYWIND for the correct execution of the Purchase Order/Order and full fulfilment of the obligations arising therefrom.
- 3.3. ANYWIND reserves the right to refuse any entity presented by the Supplier in the list of its subcontractors, or to request its exclusion during the execution of the Purchase Order.

ACCEPTANCE OF THE PURCHASE ORDER/ORDER
Acceptance of the Purchase Order/Order shall be made by sending ANYWIND a copy of the Purchase Order/Order, in electronic format to the respective issuer of the Purchase Order/Order or on paper, duly signed by the Supplier's legal representative(s) in the corresponding space. However, the delivery, even partial, of any materials, equipment or services which are the subject of this Purchase Order shall be deemed to be acceptance of the same and of these GTC, even if said confirmation has not been sent to ANYWIND.

PRICES

- The agreed prices are binding and shall be understood not to include value added tax (VAT), unless expressly agreed otherwise in writing.
- With regard to tax liability, Supplier shall be obliged to comply with the national regulations applicable to each country where it provides services or supplies its goods, as well as international regulations where
- applicable. ANYWIND shall, however, have the right to withhold tax or duty amounts where required by law. **5.3.** The prices set out in the Supplier's Proposal shall include all costs and expenses that result from, or are a consequence of, the execution of the Purchase Order/Order, Particular Conditions of Order and/or Contract;
- 5.4. All charges, duties and taxes, obligations, licences, import duties, customs duties and any other costs related to the execution of the Purchase Order in both the country of origin and the country of destination
- must be included in the Supplier's proposal for the formation of the price to be agreed.

 5.5. The prices shall also include all expenses for the transport or provision of the material or equipment, as well as for the performance of the service, where applicable, including insurance of the goods or services supplied delivered to the location indicated by ANYWIND in the Purchase Order/Order, Particular Conditions of Order and/or Contract.
- 5.6. Likewise, in the event of any supplies being made of imported products and goods, the contingencies of currency exchange and the payment of taxes and duties are considered to be included in the price presented on the date of the Purchase Order, and ANYWIND does not assume any price adjustment as a result of these

PAYMENT TERMS

- Invoices are due 60 days, at the end of the month, from the date the invoice is received. Payment is 6.1. made subject to analysis and checking of the invoice.

 6.2. The terms of payment for supplies are indicated in the Purchase Order. Within the framework of the
- business relationship between ANYWIND and the Supplier, other payment terms may be agreed and utilised, provided that they are expressly referred to in writing in the Purchase Order, Special Order Conditions and/or Contract.
- **6.3.** The full fulfilment of supply obligations, the possible provision of documents, the delivery of any financial guarantees and the fulfilment of other material contractual obligations, under the exact terms and conditions set out in the Purchase Order, Specific Order Conditions and/or Contract, is an indispensable condition for the payment of invoices.
- 6.4. However, the payment of invoices shall not, under any circumstances, signify recognition of good performance of the supply provided for in the object of the Purchase Order/Order or acceptance thereof.
 6.5. Any legal claim, sanction or penalty against ANYWIND by its customers, related to the scope of the
- Purchase Order/Order, may result in payments being withheld until:
- **6.5.1.** The Supplier shall assume such claims, sanctions or legal proceedings; **6.5.2.** The legal process or procedure is concluded without consequence or any obligation for ANYWIND;
- 6.5.3. The Supplier has fulfilled all its obligations under the Purchase Order.6.6. In the event of a claim, sanction or legal penalty against ANYWIND or that is attributable to losses, damages or costs arising from the supply that is the subject of this Purchase Order and payments to the Supplier of the corresponding invoices have already been made, ANYWIND has the right to request compensation from the Supplier for the respective amounts.

STORAGE, WRAPPING AND PACKAGING

- 7.1. The equipment and materials to be supplied must be duly packaged and numbered by the Supplier so that they can be identified for guarantee purposes.
- The Supplier shall make available to ANYWIND, if so requested, together with the equipment and materials supplied, an itemised list of all the items delivered, with information on the respective numbering mentioned in the previous paragraph.
- **7.3.** Unless otherwise specified in the Purchase Order, the Particular Conditions of Order and/or the Contract, any and all packaging must preserve the equipment from any deterioration, in accordance with its normal form of storage
- 7.4. ANYWIND reserves the right to postpone the dispatch of part or all of the Goods. In this case, the Supplier shall ensure their storage and protection at its premises and shall be responsible for the goods pending delivery, assuming storage costs for a period of 2 (two) months from the specified delivery date.

 7.5. The Supplier shall not accept any charges for packaging, boxes, wrappings or other storage and transport
- devices, unless they are specified in the Purchase Order/Order, Particular Conditions of Order and/or Contract,
- 7.6. All risks of transport and conservation of the goods shall be borne by the Supplier up to the time of their delivery to the place indicated, unless any other particular condition is duly expressed in the Purchase Order, Particular Conditions of Order and/or Contract.

INSPECTION

- The materials and equipment supplied, as well as their component parts, must be new and free from any defects
- The Supplier is responsible for the partial and overall quality of the services provided, and/or materials and equipment supplied.
- 8.3. All services, goods and merchandise are subject to ANYWIND's inspection and approval and will be refused or returned if they do not correspond, in whole or in part, to the specifications of the Purchase Order/Order, and the Supplier must take charge, entirely at its own expense, of repairing or replacing them, and will also be responsible for all expenses inherent in their return, repair or replacement.
- In the event that the Supplier holds ISO certifications, acceptance of these GTC constitutes confirmation that the Supplier has implemented all the obligations resulting from the ISO certification, thereby reducing the quality inspection checks required at the time of delivery or receipt of the goods or services. In addition, the Supplier undertakes to inform ANYWIND immediately of any relevant facts relating to these ISO certifications (renewal, cancellation).
- In order to be able to carry out, within the scope of the supply, audits, inspections or the verification of materials and service execution processes in accordance with the specifications of the Purchase Order/Order, the Supplier shall give ANYWIND representatives free access to its premises, whenever the latter deems it convenient, and ANYWIND may be accompanied by its Client. ANYWIND shall have the right to refuse any materials, services or service execution processes that do not comply with the established clauses. This supervision, or lack thereof, in no way diminishes the Supplier's responsibility for Provisional and Final Acceptance of the service or material
- In the event of any Non-Conformities within the scope of the Purchase Order/Order, all travel, inspection, dismantling, occurrence identification, assembly, repair and inspection costs incurred within the scope of this Purchase Order/Order shall be borne by the Supplier.

- 9.1. The Supplier shall be responsible for taking out and maintaining in force all the insurance required and necessary for the full fulfilment of the Purchase Order/Order, and the direct and indirect liabilities that may arise therefrom, in accordance with the provisions of these GTC, the Specific Conditions of Order and/or Contract, and good risk management practices, so that ANYWIND's position and that of its Client, where applicable, is safeguarded in relation to all losses or damages incurred during the execution of the supply.
- The Supplier shall be obliged to provide ANYWIND, whenever requested, with proof of the insurances established under the terms of the previous paragraph.

NON-CONFORMITIES

- 10.1. Non-Compliance proceedings will be raised whenever, at any stage of the execution of the Purchase Order, the following are found or detected: anomalies; faults; errors; delays; deficiencies; non-compliance with the applicable Health, Hygiene, Safety and Environmental standards; poor or inappropriate packaging for the means of transport used; malfunctions; and/or incompatibilities with the technical specifications and
- 10.2. The Non-Compliance process will be duly registered by ANYWIND and a Complaint will be sent to the Supplier. These occurrences will negatively influence the Supplier's classification in the Supplier Evaluation Process in force at ANYWIND, and it may be subject to being deprived of receiving Purchase Orders/Orders until it submits to ANYWIND, in writing, the appropriate justifications and responses to the Complaints, as well



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as implementing corrective actions to avoid repetition of the non-conformities identified. Verification of the effectiveness of the implementation of corrective actions must be communicated in writing to ANYWIND

10.3. Raising a non-conformity does not suspend fulfilment of the Purchase Order in all the terms previously

10.4. ANYWIND may reject non-conforming services, materials or equipment, also subjecting the Supplier to the penalties or suspension/termination provided for in points 12 and 18 of these GTC, respectively, or to the corresponding penalties established in the Purchase Order/Order, Specific Order Conditions and/or Contract.

LIABILITY FOR ENVIRONMENTAL DAMAGE

11.1. The Supplier shall be liable for all damage caused in the performance of its services by breach of environmental protection provisions. To this extent, the Supplier shall reimburse ANYWIND for all losses and compensate ANYWIND for any damage caused as soon as it is requested to do so or if a claim is submitted in

- 12.1. ANYWIND reserves the right, in the event that the Supplier, for reasons attributable to it, fails to comply with the deadlines set out in this Purchase Order, to apply the following penalties, without prejudice to compensation for excess damage and the right to rescind the Purchase Order:
- **12.1.1.** If the Supplier has not completed its obligations within the set deadlines, it shall be subject to a penalty corresponding to 0.2 per cent of the total Purchase Order for each calendar day of delay;

 12.1.2. If the non-compliance in question exceeds 10 (ten) calendar days, the penalty to be applied from the
- end of that period will be increased to 1% (one per cent), calculated in the same terms as the previous paragraph, up to a maximum of 15%;
- 12.1.3. In the event of bad faith or gross negligence, no limit will be placed on the penalty to be applied.
- 12.2. ANYWIND reserves the right to deduct the amount of the penalties from the payment of the Purchase Order/Order.
- 12.3. If the Supplier is unable to demonstrate that it is in a position to correct the non-conforming services, materials or equipment in good time, they may be rejected in whole or in part, and the Supplier shall be obliged to compensate ANYWIND for all damages arising therefrom.
- 12.4. Insofar as they are established for late performance, the application of the penalties provided for in point 12.1 does not release the Supplier from the obligation to fulfil the contract.

TRADE MARKS, PATENTS, MODELS

- **13.1.** The Supplier guarantees that its activity in execution of the Purchase Order will not entail the infringement of any intellectual property rights of third parties.
- 13.2. The Supplier undertakes to indemnify ANYWIND or its Client for all losses, damages or costs arising from actions or proceedings for infringement of intellectual property rights, including expenses arising from such actions and/or proceedings.
- 13.3. The Supplier may not invoke any personal rights in relation to intellectual property rights in order to prevent the fulfilment of its obligations under the Purchase Order.

OWNERSHIP OF MATERIAL OR EQUIPMENT

- 14.1. Any and all material or equipment entrusted to the Supplier by ANYWIND or its Client for the purpose of executing the Purchase Order shall invest the Supplier in the legal obligations of faithful depositary of such goods, materials or equipment, obliging them to be returned in the conditions in which they were received
- **14.2.** The Supplier is also liable for the loss of or damage to the items provided by ANYWIND or its Customer. The Supplier shall bear all costs of replacing the lost or damaged items and all damages caused to ANYWIND or its Customer by such loss/damage.

CONFIDENTIALITY

- 15.1. The Supplier undertakes not to disclose to third parties and not to use, for its own benefit or that of third parties, any and all information contained in these GTC or in other documents and/or contacts made or provided within the scope of this Purchase Order/Order.
- 15.2. The obligation of confidentiality shall survive the termination or fulfilment of this Purchase Order.
 15.3. Failure by the Supplier, its employees and/or Subcontractors to comply with points 15.1 and 15.2
- reserves the right for ANYWIND to claim compensation for all resulting damage caused to ANYWIND, its

PROVISIONAL ACCEPTANCE

- 16.1. Where applicable, Provisional Acceptance of the supplies will be taken by ANYWIND only after verification of the following requirements:
- 16.1.1. All the supplies covered by this Purchase Order have been satisfactorily completed following inspection by ANYWIND or its nominee;

 16.1.2. The delivery by the Supplier of all the documents provided for in the Purchase Order and all its
- annexes, duly approved by ANYWIND;
- ANYWIND obtains provisional acceptance, if applicable
- **16.2.** Should ANYWIND identify any deficiency or omission that prevents such Provisional Acceptance, it shall immediately notify the Supplier, who shall be obliged to fully remedy the deficiencies identified at its sole responsibility and expense, within a period to be agreed between the parties.

- 17.1. Unless expressly provided otherwise in this Purchase Order, the Particular Conditions of Order and/or the Contract, or in ANYWIND's written acceptance of the Supplier's Proposal, the Supplier undertakes to provide services for a minimum period of 24 (twenty-four) months.
- 17.2. During the warranty period, the Supplier undertakes to correct, repair or replace, at its own risk and expense, all services, materials or equipment, or any part of them that prove necessary, which show errors, faults, deficiencies, malfunctions and/or incompatibilities with any Technical specifications or Standards and legal rules in force, providing ANYWIND with a detailed report of the occurrence, bearing all indirect costs for transport, labour, travel, accommodation, meals, etc...
- 17.3. The repair or replacement of the defective elements implies the start of a new warranty period, which, should ANYWIND deem it necessary, shall also be subject to the Provisional and Final Acceptance process to
- which the previous non-compliant services or goods were subject.

 17.4. ANYWIND may have the necessary repairs, modifications or replacements carried out at the Supplier's risk and expense if the Supplier's response is inadequate or out of time, notifying the Supplier to pay for them or, alternatively, deducting the corresponding charges from payments to the Supplier if they have not yet been completed.

18. SUSPENSION OR TERMINATION

- **18.1.** Without prejudice to any other rights of ANYWIND under these GTC or established by law, ANYWIND shall be entitled, at any time and without any liability or financial charge, to suspend or terminate this Purchase Order in any of the following cases:
- 18.1.1. If the supplies made are not in accordance with the specifications of these GTC, the Purchase Order/Order, the Particular Conditions of Order, the Contract and/or other contractual documents;
- 18.1.2. If the services or goods delivered do not comply with the conditions submitted by the Supplier for
- 18.1.3. If the total or partial delivery deadlines set out in the Purchase Order are not met by the Supplier without a justified reason accepted by ANYWIND;

 18.14. If justified doubts arise as to the Supplier's rights over the materials, equipment or services supplied,
- its right to patents, trademarks, models and designs;

 18.1.5. If the Supplier becomes bankrupt or insolvent, or applies to the competent authorities;

 18.1.6. If the Supplier violates any of the clauses and conditions of the Purchase Order or CGC;

- 18.1.7. In any other case of cancellation provided for by law
- If the cancellation only covers part of the Purchase Order, ANYWIND shall only be liable for the payment of the materials, equipment or services that are in conformity, accepted and already delivered, without the Supplier having any right to compensation in respect of the part affected by the cancellation. In addition, given the possible need to remove items or replace sites, all costs involved shall be borne by the Supplier.
- **18.3.** Immediately following notice of termination, the Supplier shall return, within a period to be agreed, any and all materials entrusted by ANYWIND, as well as all materials, studies, drawings, tools, moulds, etc. relevant to the continuation of the supplies in progress, and shall be subject to the penalties for delay provided for in
- 18.4. ANYWIND shall have the right to terminate the contract if the End Customer suspends or cancels the
- order; in this case, ANYWIND shall pay the Supplier for the conforming, accepted and already delivered goods.

 18.5. All payments received by the Supplier in respect of non-conforming materials, equipment or services shall be refunded to ANYWIND, with the Supplier undertaking to make the refund within 30 days of the date
- **18.6.** ANYWIND reserves the right, at the time of cancellation, to call in any bank guarantees in its favour.

SUSTAINABILITY

- **19.1.** The Supplier must carry out its activities in an environmentally and socially responsible manner. In accordance with its environmental, health, safety and employment policies.
- 19.2. The Supplier must endeavour to incorporate environmental and social considerations into its selection process for goods and services.
- 19.3. The Supplier acknowledges that it is its responsibility to encourage its subcontractors to minimise the
- negative environmental and social effects associated with the products and services provided.

 19.4. The Supplier must also ensure that small local suppliers are not discriminated against in the procurement process and specifications.

SUPPLIER EVALUATION PROCESS

- 20.1. ANYWIND periodically evaluates its suppliers based on the following criteria: Price; Payment terms;
- Commercial support; Delivery time; Quality, Environment, Health and Safety at Work.

 20.2. The result of this evaluation could influence the decision on future acquisitions/contractualisations.

 20.3. In the event that ANYWIND considers the assessment to be insufficient, it may ask the supplier to establish and implement action plans in order to re-establish the minimum service levels requested and/or
- 20.4. The Supplier undertakes to collaborate in the evaluation processes and, if requested, to establish and implement the action plans required to achieve the service levels requested by ANYWIND and/or agreed with the Supplier.
- 20.5. In the event that the Supplier does not co-operate in the processes of evaluation and/or achievement of the requested and/or agreed service levels, ANYWIND reserves the right to request compensation for all resulting damages caused to ANYWIND, its employees and/or its Customers, as well as to subject the Supplier to the penalties or suspension/termination provided for, respectively, in points 12 and 18 of these GTC, or the corresponding ones established in the Purchase Order/Order, Particular Order Conditions and/or Contract.

APPLICABLE LAW AND DISPUTE RESOLUTION

- 21.1. These GTCS, the Purchase Order, the Special Order Conditions and/or the Contract are governed in all respects by the legislation in force in the Portuguese legal system.
- 21.2. For the resolution of any disputes arising from this Purchase Order, namely as regards its interpretation, application, validity, execution, fulfilment and termination, the Parties assign exclusive jurisdiction to the Judicial Court of the District of Castelo Branco, Portugal.