

APPENDIX

GENERAL TERMS & CONDITIONS FOR SERVICES USA - CANADA

RECORD OF CHANGES

REV.	DATE	DESCRIPTION
01	24/02/2025	Initial edition.

1. ORDER ACCEPTANCE.

(A) Any purchase order issued that references this agreement (a “Purchase Order”) shall be deemed to incorporate by reference these General Terms & Conditions. Any additional or different terms proposed by Seller in any quotation, acknowledgment or any other documents are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties.

(B) If a Purchase Order has been issued by Buyer in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of the Purchase Order by Buyer shall constitute an acceptance of such offer subject to the express condition that Seller assent to such additional and different terms herein.

2. ENTIRE AGREEMENT.

Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in the General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby superseded. The term “Purchase Order” as used herein means the first and all continuation pages of the completed Purchase Order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties. Commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions.

3. PRICE.

The price(s) set forth on the Purchase Order are firm, or if no price appears thereon, then no higher than the last price quoted or charged by Seller for the same services shall apply. Buyer shall not be liable for any taxes or governmental charges or fees with respect to the Purchase Order other than those which Seller is required by law to collect from Buyer. All such taxes and fees shall be stated separately on Seller’s invoice.

4. TERMS OF PAYMENT.

Invoices shall be dated no earlier than the date of performance of the service. Buyer will pay invoices as noted on the Purchase Order after receipt of invoices that properly reference the Purchase Order number and receipt number in accordance with the following sentence, required delivery date, acceptance, or the date any applicable discrepancy in such invoice is resolved, whichever date is later. Buyer shall only accept an invoice for payment once it confirms performance of the services, upon

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which it will generate a receipt number that Seller shall include on all invoices sent to Buyer. Buyer shall pay Seller by way of a bank transfer to the account indicated by Seller in Buyer's "Provider Registration Platform". Seller shall be responsible for all the fees, commissions and withholdings that may be applicable.

5. ATTACHMENTS.

Documents designated by Buyer in the body of the Purchase Order, including specifications and supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.

6. CHANGES.

Notwithstanding the provisions of Section 2 hereof, the Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order, which shall become effective upon written agreement of such change order or amendment between Buyer and Seller. The cost of the work under any such change order shall be Seller's reasonable cost to perform the services plus 8%.

7. TERMINATION FOR CONVENIENCE.

(A) Buyer may terminate any Purchase Orders, in whole or in part, at any time with or without cause, upon written notice to Seller. Upon receipt of such notice, Seller shall stop work immediately and terminate all orders and subcontracts to the extent that they relate to the terminated work.

(B) Buyer's sole responsibility to Seller with respect to the terminated work shall be to pay the contract price for such Services that have been performed at the time such termination is effective and to reimburse to Seller its actual costs of materials and direct labor expended by Seller as of the termination date in reasonable anticipation of its fulfillment of the Purchase Order which are not recoverable by Seller, provided that no allowance shall be made to Seller for any overhead or anticipated profit for unperformed services. Buyer shall not be responsible for any commitments made by Seller in advance of those necessary to comply with the schedules set forth in the Purchase Order. Upon payment of Seller's claim, Buyer shall be entitled to all materials and work in process paid for.

8. CANCELLATION FOR DEFAULT.

(A) Buyer may cancel any Purchase Order immediately, in whole or in part, in the event Seller: (i) fails to timely perform the Services, (ii) breaches any other term or condition of the Purchase Order or (iii) is deemed to be insolvent, is dissolved or liquidated, or the filing of a petition in bankruptcy by or against Seller, or the adjudication of Seller as bankrupt, or any general assignment by Seller for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian or similar officer by Seller. Seller shall continue to supply any portion of the Purchase Order not canceled.

(B) In the event of such cancellation, at Buyer's request, Seller will transfer title to and deliver to Buyer any completed or partially completed items. Prices for partially completed services accepted shall be negotiated; however, in no event shall such prices exceed the Purchase Order price for said goods.

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(C) Upon the happening of any event or condition which may, in Buyer's good faith judgment impair Seller's ability to perform hereunder, Buyer may demand, in writing, adequate assurance of Seller's ability to continue performance of the Purchase Order. If Seller does not provide adequate written assurance within fifteen (15) days of receipt of Buyer's demand, Seller shall be deemed to have rejected continued performance hereunder and to have materially breached the Purchase Order. In such event, Buyer shall have no further liability hereunder and shall thereafter be entitled to cancel such Purchase Order.

9. ASSIGNMENT.

Seller may not assign, transfer, or subcontract the Purchase Order or any right or obligation hereunder without Buyer's written consent. Buyer may assign this Purchase Order or any right or obligation hereunder without the consent of or notice to Seller.

10. PERFORMANCE.

Time is of the essence of each Purchase Order. If the services are not performed at the time specified, Buyer reserves the right to cancel the entire Purchase Order or that part of the Purchase Order not timely performed, and to purchase elsewhere and hold Seller liable for all costs and damages incurred by Buyer (including by purchasing elsewhere and holding Seller responsible for any such costs). Seller shall not make any material commitment in excess of the amounts, or in advance of the time necessary to meet Buyer's schedule for services covered by the Purchase Order. Any excess commitments or arrangements shall be made at Seller's own risk.

11. EXCUSABLE DELAY.

No failure or delay by either party in the performance of its obligations under this Purchase Order shall subject either party to liability hereunder if and to the extent that such failure or delay is beyond the affected party's reasonable control and which: (i) could not have been avoided, prevented or removed by the affected party's use of commercially reasonable efforts, (ii) are not caused by or result from the negligence or breach of the affected party to perform its obligations hereunder and (iii) with respect to which, the affected party has taken all reasonable precautions, care and alternative measures to avoid and mitigate the effects thereof. So long as the requirements of the preceding sentence are met, "force majeure" shall mean the following events: fire, explosion, hurricanes, landslides, lightening, flooding, earthquakes, volcanic eruptions and war or armed conflict. If a Party is rendered wholly or partly unable to perform any of its obligations under this Purchase Order resulting from a "force majeure" event (as enumerated above), that Party shall be excused from the performance of its obligations to the extent so affected, provided that the Party affected by a force majeure event notifies the other Party promptly following its notice of any such force majeure event.

12. INSPECTION.

All services furnished hereunder will be subject to inspection and test by Buyer at Buyer's discretion and will be subject to Buyer's final inspection and approval within a reasonable time after performance or as outlined in the attachments to this Agreement. Buyer may reject services not in accordance with Buyer's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. Buyer shall have no further obligation for such rejected services. Payment for any

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services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected services.

13. WARRANTIES.

Seller warrants that the services shall be performed in accordance with standards of care, skill and diligence normally provided by a professional in the performance of similar services and shall comply with all applicable Laws and standards applicable to such Services. Seller further warrants that the services will be in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions or promises, and that Seller will convey good title to the services, if applicable, free and clear from all liens, claims, and encumbrances. If Seller's performance of the services does not conform to the foregoing, Seller shall reperform the services so that they so conform. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Seller and/or Seller's suppliers. Seller shall not assume, create, permit or suffer to exist or be created any lien on the project or Buyer's property, or any portion thereof, by, through or under Seller or any subcontractors (or any of their respective employees). If there arises such a lien then Seller shall (i) within forty-eight (48) hours of receipt of written notice of such lien, provide written notice thereof to Buyer; and (ii) as soon as reasonably practicable, but in no event later than five (5) business days after the date that Seller receives written notice that such lien was filed, registered, recorded or asserted, pay and discharge, release, remove and vacate any filing, registration or recording in respect of any such lien. Upon the failure of Seller to perform its obligations under this Section, Buyer may, but shall not be obligated to, offset the amount of any such lien (and all associated costs) from any amounts otherwise due to Seller hereunder and thereafter pay, release, satisfy and discharge such lien (or to otherwise charge Seller for such costs). Any such payment shall be deemed to be a payment made to Seller and any amounts then due to Seller shall be reduced by the amount of said payment.

If necessary for Buyer's use of the services sold hereunder, Seller grants Buyer an irrevocable, fully paid-up, royalty-free, non-exclusive right and license for Buyer to use, reproduce, alter, amend and/or modify, either directly by Buyer or by any third party so appointed by Buyer, the services and/or use any intellectual property rights for the purposes of the financing, design, construction, supply, delivery, testing, commissioning, maintaining, replacing, repair, service, updating, expansion and/or operation of the project in which the services will be used so long as any of them (or their successors and assigns) has any rights of ownership in or rights to operate the project. Seller warrants that services covered by the Purchase Order shall not infringe any patent, design, mask work, copyright or trademark, of any third party, either directly or contributorily. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where services or a part thereof are held to constitute infringement and the use of the services or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue using the services, (b) replace the services so that the services become non-infringing, or (c) modifying the infringing services to make them non-infringing. Such obligations shall survive acceptance of the services and payment therefor by Buyer.

14. TITLE; RISK OF LOSS.

Title shall pass to Buyer, if applicable, upon the earlier of: (i) Buyer's receipt of the services at destination or (ii) payment therefor. Risk of loss of all services shall remain in Seller until receipt by

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Buyer at destination, unless otherwise specified in the Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.

15. CONFIDENTIALITY; LIMITED USE.

Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of the Purchase Order or prepared by Seller specifically for Buyer pursuant to the Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of the Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information not consumed in the performance of the Purchase Order, together with any copies in Seller's possession. Seller shall use Confidential Information solely for Seller's performance of the Purchase Order for Buyer, and Seller shall not, without Buyer's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Paragraph 15 and that Buyer shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph but shall be in addition to all other remedies available at law or equity.

16. RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE PURCHASE ORDER.

It is Seller's responsibility to comply with the Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase Order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

17. EXTRA CHARGES.

No charges for extras will be allowed unless the same has been agreed upon in writing by Buyer.

18. SUBSTITUTIONS.

No substitution of materials or accessories may be made without written permission from Buyer.

19. WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES.

If Seller's work under the Purchase Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe (including by making itself aware of and abiding by Buyer's job site regulations, if any, including without limitation environmental protection, loss control, dust control, safety, and security regulations) to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly

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to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors; and shall maintain such public liability, bodily injury, property damage, and employer's liability and compensation insurance naming Buyer as an additional insured, as will protect Buyer and Buyer's customer from said risks and from any claims under any applicable worker compensation and occupational disease acts and at such limits and with such insurance carriers as are at all times acceptable to Buyer. Buyer shall have the right to request from Seller certificates of insurance.

20. INDEMNIFICATION.

Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation), suffered, incurred, or asserted by or against Buyer (a) by reason of Seller's breach of a warranty, (b) by reason of Seller's breach of any term of the Purchase Order, or (c) by reason of personal injury, including death, or property damage, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfillment of the Purchase Order.

21. CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES.

The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of the Purchase Order shall be construed as a permanent waiver of such term or condition or of any other term or condition. Seller's warranties shall survive the completion or cancellation of the Purchase Order.

22. COMPLIANCE WITH LAWS.

Seller agrees to comply with all federal, state and local laws, rules, regulations, codes, ordinances, and executive and administrative orders (collectively, "Laws") applicable to its provision of materials and services hereunder. Seller guarantees that all services performed hereunder are performed in compliance with all applicable Laws. Seller agrees to indemnify and hold harmless Buyer and its employees, agents, affiliates, customers and users from any liability arising from Seller's failure to comply with such Laws.

23. GOVERNING LAW.

This agreement and all Purchase Orders shall be governed by the laws of the State of Illinois, without regard to any principles of conflicts of laws or choice of law rules that would direct the application of the laws of another jurisdiction, and by the federal laws of the United States. EACH OF BUYER AND SELLER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE ORIGINAL JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN CHICAGO, ILLINOIS WITH REGARD TO ANY CONTROVERSY IN ANY WAY

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RELATING TO THE EXECUTION, DELIVERY OR PERFORMANCE OF THIS AGREEMENT OR ANY PURCHASE ORDER. BUYER AND SELLER FURTHER AGREE THAT ANY AND ALL SUITS, CLAIMS OR ACTIONS FOUNDED UPON SUCH CONTROVERSIES SHALL BE BROUGHT OR FILED EXCLUSIVELY IN SUCH COURTS AND NOWHERE ELSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND IN CONNECTION WITH ANY CLAIM, COUNTERCLAIM OR DEFENSE ASSERTED AT ANY TIME OR AGAINST A PARTY TO THIS AGREEMENT.

24. **24. SURVIVABILITY.**

All provisions of this Agreement that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination, including paragraphs 15, 20 and 23.

25. **25. SETOFFS.**

All claims for money due or to become due from Buyer shall be subject to offset by Buyer to the extent and by reason of any counterclaim arising out of this or any other transaction with Seller.

26. **26. "SERVICES".**

The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, transportation and other effort furnished or required to be furnished by Seller under a Purchase Order furnished in connection with the provision of services, including any work product provided in connection therewith.

27. **27. HEALTH AND SAFETY**

Seller shall comply with all applicable health and safety requirements and ensure that its subcontractors also comply with current legislation. Seller shall indemnify and hold Buyer harmless in the event of any breach of health and safety regulations by any of its workers, subcontractors, employees or persons under its control over whom it should be liable. The person in charge of the performance of the services on behalf of Seller shall also ensure Seller's compliance with health and safety requirements and shall serve as the main liaison to Buyer in this regard and take part in the relevant activities carried out hereunder, including participation in meetings to coordinate safety inspections. This provision shall also apply in the event the person in charge of services on behalf of Seller is subcontracted by Seller or is an independent third party. All Seller and its subcontractor's personnel and activities shall be performed in compliance with the Buyer's Contractor Safety Policy. A project safety plan and task-specific job safety analysis process with documentation are required. Sufficient qualified and competent personnel are required for compliance and detection of unsafe acts and conditions. All personnel shall be documented to be competent, qualified, or licensed to perform their tasks.

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28. COMPLIANCE

The Parties shall comply with any applicable anticorruption regulations, as well as ACCIONA Energía's Code of Conduct, Anti-Corruption Performance Standards, Anti-Corruption Policy and Crime Prevention and Anti-Bribery Policy, which are available on ACCIONA Energía's website:

https://www.acciona-energia.com/shareholders-investors/corporate-governance/compliance/?_adin=01010174103

Seller acknowledges and accepts such rules and agrees to act in accordance with the law and the principles set forth therein. Seller may utilize the ACCIONA Energía Ethics Channel <https://canaletico.acciona.com/> to report any irregularity related to the Code of Conduct.

29. REGISTRATION IN ELECTRONIC PURCHASING PORTAL

For the duration of the Purchase Order, Seller shall remain registered in the ACCIONA Energía Supplier Registration and Classification platform (the "Registry"). Seller hereby acknowledges that the account indicated in such registry uses its legitimate bank account for payment, which shall prevail over any other payment method indicated by any other means, including the invoice. All account changes shall be implemented through such registry. Seller shall be solely responsible for the access and entry of data into the Registry, as well as for maintaining the necessary security systems to prevent unauthorized access and use thereof, pursuant to the provisions set forth in Section 35. Seller consents to Buyer performing an audit of Seller if necessary for registration with the Registry, and Seller shall be responsible for the cost of any such audit.

30. BANK INFORMATION

The Parties agree that all the data sent by Seller to Buyer relating to bank information, including but not limited to information on current accounts, payment instruments and systems for charging the services subject to the Purchase Order (the "Bank Information"), shall be carried out as follows:

- (i) Seller shall only send Bank Information to Buyer through the Registry.
- (ii) Seller shall include certification of ownership of the bank account issued by the relevant financial entity that is signed, preferably by digital signature, by the entity's authorized or legal representative. If it cannot do so, Seller shall include a "PDF" file that is signed, preferably by digital signature, by Seller's authorized or legal representative certifying to the Bank Information.

The parties agree that all Bank Information sent by Seller that fails to fully comply with the above procedure shall be deemed as not sent and have no contractual effect whatsoever. The parties agree that Buyer shall be under no obligation to verify and shall not be responsible for verifying the identity of the signatories, or for any damages caused in the event Seller sends any type of Bank Information that is not in full compliance with this Section 30.

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31. AUDITS

Seller shall allow and facilitate Buyer to perform inspections and audits with the aim of verifying compliance with all the regulations in force and the aforementioned requirements, as further set forth in Exhibit A hereto. For such purposes, it shall provide Buyer with all the necessary information to perform the audit in the previously agreed period of time and, whenever necessary, facilitate access to the communications systems and networks that manage Buyer's data.

Seller shall implement all the measures necessary to mitigate the security risks identified by Buyer in the terms Buyer determines according to the critical nature of the risk detected.

32. PREVENTION OF CONTRABAND

The Parties expressly agree to comply with the measures of prevention and mitigation of risks associated with contraband established in Schedule A01_GAE06008 "Document for suppliers on the prevention, identification and mitigation of logistic risks", where applicable, attached hereto as Exhibit B.

33. INFORMATION SECURITY

Seller declares that it can demonstrate having sufficient resources, as well as the necessary technical and organizational measures to guarantee a level of security in its communications networks and information systems that guarantee the availability, integrity and confidentiality of Buyer's information. Seller must have an information security management system certified or aligned with any of the standards in force in this area at any given time.

34. PERSONAL DATA PROTECTION

The parties shall comply with all applicable legislation on the protection of personal data, both in relation to the personal data of the Supplier and Buyer and in relation to the personal data of third parties that may come into the possession of the parties in execution of this Purchase Order.

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Exhibit A

Audit Acknowledgment

[SUPPLIER LEGAL NAME] ("Supplier"), by its signature below, acknowledges and agrees that there are certain conditions that will require Supplier to undergo an audit due to its work with Acciona Energy USA Global LLC ("Acciona") or an Acciona affiliate. Those conditions where an audit is required include:

- 1) For approval of Supplier: required in risk countries
- 2) To monitor the Risk Map: to follow-up on critical suppliers, those of special interest to the business, recurring, etc. At Acciona these suppliers are those that meet the following conditions:
 - o Supplier has received a single Purchase Order or Contract (or in the aggregate for all Purchase Orders and Contracts in the last 12 months) for more than 500,000 EUR with Acciona or an Acciona affiliate; or
- 3) If Supplier is deemed to be in "NoGo" status in accordance with Acciona's "No Go Policies", to get out of "NoGo" status Supplier must provide Acciona with proof that an improvement or action plan is sufficient to correct the shortcomings identified pursuant to such policies. Otherwise, Supplier must undergo an audit that will determine whether Supplier can be removed from "NoGo" status.

The cost of any such audit shall be borne by Supplier.

ACKNOWLEDGED AND AGREED

[SUPPLIER LEGAL NAME]

By:

Name:

Title:

Exhibit B

Document for suppliers on the prevention, identification and mitigation of logistic risks

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