

General Terms and Conditions for the Provision of Training Services at Training Centre Pamplona

Valid from 1st October 2024

1. General

1.1. These Terms and Conditions shall apply for all training service agreements entered into by and between the customer and SGRE.

1.2. The nature and scope of the training services to be provided by SGRE are set out in detail in the specific description of the services in the acknowledgement as described in section 4.1, which is an integral part of the agreement. All training events will be held in English and the course materials will always be handed out in English. Training in Spanish are also offered, but the course materials will always hand out in English.

1.3. SGRE is responsible only for providing the training, not for the success or the outcome of the training.

1.4. The Order Agreement consists of SGRE acknowledgement pursuant to section 4.1 and these Terms and Conditions. These documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- SGRE acknowledgment
- These Terms and Conditions

2. Prerequisites for Attendance and Attendance Certificate

2.1. Participants cannot attend a training event without abiding to the relevant prerequisites stated in the course description. It is the responsibility of the customer and/or the participant to fulfill the prerequisites for the booked training event.

2.2. As part of each training event and before the start of each training event, the participants must attend a mandatory site and safety introduction.

2.3. Participants must be able to understand the course language. Participants who do not satisfy this requirement will be expelled from the training event. In exceptional cases an interpreter can be contracted at the request of the customer and the customer will pay for this additional service.

2.4. Participants must be of adult age, physically fit and in no way physically impaired. The Personal Protective Equipment (PPE) is designed for a maximum weight of 136 kg (299 lbs) in total. The PPE itself has a weight of approx. 20 kg (44lb.). The participant must not exceed the weight limit of 136 kg (299 lbs.), while wearing the PPE. Participants who exceed the weight limit will be expelled from the training event.

2.5. Participants must obey all applicable safety and accident prevention regulations (e.g. no drugs, alcohol, or reckless behavior) and follow the customer's/instructor's orders. Failure to do so or persistent disruption of the training event may lead to the participant being expelled from the training event.

2.6. In the event of expulsion pursuant to this Section 2, the course fee shall nevertheless be payable in full.

2.7. Where a training course requires a high level of physical activity, SGRE reserves the right to require a participant to submit to a medical to assess the participant's suitability for such training course. For the avoidance of doubt, SGRE shall not be obliged to require a participant to submit to a medical.

2.8. SGRE will issue an attendance certificate at the end of the training event. The validity of the certificate will be noted on the certificate. A certificate will be issued only if the participant has taken part in the training event 100% and has successfully completed the course and examination (if applicable). The attendance certificate will be made available in SGRE Group Account/training web.

3. Registration

The customer shall register the participants in writing and as soon as possible in advance of the scheduled date of the training event, supplying the following data:

3.1. For participants not employed by SGRE:

- Customer's name (including full address and details required for invoicing).
- Participants full name as it appears in their passport.
- Prerequisite(s) of trainings.
- Valid Purchase order/reference number

3.2. For participants employed by SGRE:

- Participant Name: full name as it appears in the passport.
- GID number.
- Purchase order + Org. ID.
- Product courses: correct prerequisite list.

3.3. To register a Customer, a new customer form shall be completed including but not limited to information regarding full address of company, VAT no. and other references for invoicing. The responsibility of ensuring correct data related to participant data, company and invoicing lies with the customer. Should a Participant leave the customer, it is the responsibility of the customer to inform the training center in due time otherwise the customer will be liable for course cost for the Participant. The same applies for change of core company data.

3.4. A valid PO must be provided upon booking of training. If a valid PO is not provided at the time of registering a participant on a course an admin fee may be added to the cost of the course.

4. Acknowledgement of Registration

4.1. SGRE will acknowledge the customer's registration in writing, provided that all necessary information is correct, complete and transmitted by the customer as stated in Clause 3. The acknowledgement contains details on the training program, the venue for the training event, the dates of the training

event, and other relevant information (including these General Terms and Conditions).

4.2. If the training event on the date requested has already been fully booked, SGRE will suggest an alternative date. The alternative date is offered and will only be booked when the request is registered according to the procedure described in Clause 3.

4.3. Upon request an interpreter can be provided to the courses, given that the customer carries the cost for a full course. The cost of the interpreter will be added to the course cost.

4.4. When participating in online or remote virtual courses it is the responsibility of the participant to secure that the needed equipment is available and working.

5. Cancellation, Transfers and Postponement

5.1. The customer must cancel the booking for registered participants in writing.

5.2. Cancellation or no show less than or 30 calendar days prior to the course start is subject to 100% payment of the course fee. Cancellation from 31 calendar days and earlier, prior to the course start is free of charge. Cancellation after that time or non-appearance of a registered participant at the training event will be charged 100% according to the price list applied at the start date of the training event.

5.3. The above periods refer to the date on which SGRE receives the written cancellation.

5.4. The customer may designate substitutes from its own ranks if a participant cancels, transfers or postpones his/her attendance of the training event, at no extra cost, not later than three (3) working days prior to the scheduled start of the training event. If new PO applies, an admin fee may be added to the cost of the course.

6. E-Learning

6.1. A booked e-learning course is not refundable.

6.2. An e-learning course is booked for a specific participant and cannot be transferred to another participant.

6.3. An e-learning course is valid for three (3) months from the time of booking and cannot be extended.

7. Learning to be delivered on site

7.1. SGRE gives customer the option of delivering some courses on site as a way of offering a more flexible service. The instructor will move to the location agreed by the parties and the technicians will be learnt in this place avoiding their journey to Pamplona TC.

7.2. At the request of this service by the customer, SGRE will be the only one who will decide if the learning will be able to be delivered on site based on the criteria of respecting the educational instructions defined for each course.

7.3. In case SGRE determines that the course can be delivered on site, SGRE will send the customer an offer detailing some specific conditions which the customer will have to respect and the price which will include the travelling expenses.

7.4. If the delivery of some courses requires the use of a wind-turbine or other equipment or tools for some practical learning, the customer will be in charge of making this available. The customer will be in charge of the related cost for the organization of the course.

7.5. If the instructor considers just before starting the course that the organized means by the customer on site (facilities, tools, equipment and so on) do not conform to the previously agreed conditions, he will be authorized to cancel the course. In this case the customer shall have no right to claim for indemnification of expenses (e.g. for travel or transportation costs) or damages incurred by customer in connection with this justified cancellation by SGRE.

7.6. All other clauses of these Terms and Conditions are also applicable when the customer require this service of learning on site.

7.7. If some practical exercises involve the use of a wind-turbine, the instructors in charge of the learning will be not responsible for any damage or breakdown to the wind-turbine and its consequences. In order to avoid this situation, if the client considers convenient and under his financial support, an expert technician at the operation of the wind-turbine will be able to join the instructor.

8. Changes and Cancellation by SGRE

8.1. SGRE shall provide the training events at the training site, on the training dates, in accordance with the contract.

8.2. SGRE reserves the right to change the venue for the training event, to postpone or cancel the training event, or to designate another instructor before the training event or on the same day for justified reasons (e.g. if there are not enough participants, in cases of force majeure, in the event of the instructor falling ill without it being possible to find a substitute) or for other reasons beyond the control of SGRE.

8.3. The customer will be informed without delay about any change or cancellation. If SGRE cannot offer a substitute training event, the customer will not be charged a course fee. If SGRE can offer a new training event or rescheduling of the training event that it is possible for the customer to attend, the customer must pay the full course fee. If the customer cannot participate in the new training event, the customer will not be charged a course fee. SGRE shall not be liable and the customer shall have no right to claim for indemnification of expenses (e.g. for travel or transportation costs) or damages incurred by customer in connection with a justified change or cancellation by SGRE.

8.4. SGRE reserves the right to change, adapt and evolve the content of the training events to ensure that the purposes of the training are achieved and to reflect current training needs; some details of the content may therefore differ from the description of the training event. The customer shall not be entitled to make any claims arising out of such changes.

9. Fees and Payment

9.1. Unless otherwise stated and previously agreed in writing, incidental expenses for the provision of training events do not include equipment, accommodation, travel arrangements or meals. These must be borne by the customer.

9.2. The participants' daily travel to and from the venue for the training event is not included in the scope of services and must be organised by the participants themselves.

9.3. The fees for the training events shall be those set out in the training proposal, and if no specific training proposal is presented; as specified in the current Siemens Gamesa Price List. Prices are adjusted once a year as a minimum

9.4. Invoices from SGRE are payable in accordance with the terms on the invoice unless otherwise agreed in writing between the customer and SGRE.

9.5. The fees set out in the training proposal are calculated in accordance with practices, applicable laws and regulations as at 1 October 2019. Should changes in the applicable laws and regulations after that date or market conditions at the time of delivery of the training event result in higher costs, then SGRE may adjust the prices under this order agreement accordingly, provided that they are actually affected by the cost development and have not yet fallen due for payment.

9.6. The fees are exclusive of Value Added Tax and any other applicable taxes or duties, which shall be added to an SGRE invoice at the applicable rate and payable by the customer.

9.7. The customer shall pay the fees without deduction or set-off.

9.8. If SGRE does not receive payment from the customer when such payment has become due and payable, SGRE shall be entitled to charge interest at the annual rate of 8 (eight) percentage points above the Base Lending Rate of the European Central Bank.

10. Liability of customer for participants

10.1. Participants shall adhere to the code of conduct at all times whilst attending training events and whilst on the training site. On arrival at the training site and before commencement of the training events, participants will be required to attend a safety briefing and will sign a declaration confirming they will adhere to all relevant policies.

10.2. Participants are not permitted to take photographs or film on the training site or elsewhere on SGRE premises for any purpose, without prior written consent of SGRE. Should permission be granted, the customer and/or participants shall only use the photographs and/or film strictly for the purpose for which the permission has been granted, and for no other purpose whatsoever. Under no circumstances shall the photographs or films be reproduced or disseminated on participants social media accounts.

10.3. Participants must themselves bring suitable working clothing, safety shoes (steel-toe boots), safety glasses, hard hat, safety belt and must be able to understand the course language. Participants who do not satisfy these requirements may be excluded from the training activities.

10.4. SGRE reserves the right to remove from the training event and the training site any participants:

- a) whose behavior, in the opinion of the head of the training centre, whose decision shall be final, is not consistent with the code of conduct; or
- b) who fails to attend the training in full on all training dates on time: or
- c) who fails to bring suitable working clothing, safety shoes (steel-toe boots), safety glasses, hard hat or understand the course language.

10.5. The customer shall not be entitled to reimbursement of any charges paid in relation to a participant removed under a), b) or c) above, nor shall they be entitled to substitute another participant.

10.6. The customer shall indemnify SGRE against all actions, claims, demands, damages, costs, charges and expenses made against or incurred by SGRE, SGRE subcontractors or SGRE employees arising out of or in connection with the actions of any of the participants on the training site or whilst attending the training events.

11. Limitation of Liability

11.1. This Clause sets out SGRE's entire liability to the customer in respect of this contract, regardless of the legal theory upon which it is based including, but not limited to, liability in contract, in tort, under warranty or otherwise.

11.2. In no event shall SGRE be liable for a) indirect, consequential, incidental or special damages; b) loss of use, loss of production, loss of profit or revenue, payment of interest and other financing expenses, loss of information or data; or c) specific performance.

11.3. Under no circumstances shall SGRE's total liability arising out of or in connection with the contract exceed the fees for the training events as set out in the training proposal.

11.4. Nothing in this Clause 11 shall serve to limit SGRE's liability for death or injury to persons to the extent caused by SGRE's negligence.

11.5. SGRE shall have no liability for death or injury to persons where a participant or the customer has made a declaration as to the physical fitness of a participant, where such declaration or assertion is false or the customer should have had reason to suspect or could have upon reasonable investigation or enquiry discovered that the participant was not of the level of fitness required to take part in the training event.

11.6. Further, there being no obligation on SGRE to require participants to submit to a medical, subject to Clause 11.4, SGRE shall not be liable for death or injury to persons where such medical has not been carried out, SGRE being entitled to rely on the participant's and/or the customer's declaration as to the participants physical fitness and suitability to take part in the training event.

11.7. SGRE shall have no liability for any performance, or inability to perform to any particular standard, of any participant following attendance at any training events.

11.8. SGRE agrees to carry out the training events with reasonable care and skill, save that all terms implied by law as to the performance of the training events or the quality or fitness for any particular purpose of any material or goods supplied in connection therewith are expressly excluded.

12. Qualitative Impairment of Service

12.1. If, for reasons for which SGRE is responsible, SGRE fails to perform any contractual services properly and in full as provided for in the SGRE Acknowledgement, SGRE shall be obliged to perform those services in accordance with the SGRE Acknowledgement within a reasonable grace period, provided and to the extent that the customer has entered a written complaint to SGRE on the spot and before the end of the performance of the inadequate services. If the situation is not remedied, the customer shall be entitled to cancel the Order Agreement with immediate effect by giving written notification.

12.2. Claims under Section 12.1 shall expire three (3) months after the services have been performed in full or after early termination of this Order Agreement.

13. Indemnity

13.1. Save where caused by the negligence of SGRE, the customer shall indemnify SGRE against all actions, claims, demands, damages, costs, charges and expenses made against or incurred by SGRE, SGRE affiliates, SGRE subcontractors or SGRE employees arising out of or in connection with any death or personal injury caused to persons where the customer or the participant has made a false declaration in regards to a participants suitability and level of physical fitness to participate in the training event, or where the customer has failed to make reasonable enquiries or conduct a reasonable investigation into the level of physical fitness of a participant.

14. Confidentiality

14.1. The customer shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to SGRE, the training events or SGRE business which is disclosed to it in connection with the training events and shall not divulge any such information to any third party without SGRE prior written consent, and shall not utilize any information acquired in connection with the contract to the detriment or prejudice of SGRE or any other party or use the same for any purposes save as permitted by the contract. These obligations shall remain in force after termination of this agreement.

15. Intellectual Property

15.1. All Intellectual Property Rights arising out of the performance of or in connection with this contract shall belong to and remain vested in SGRE.

15.2. Copyright in all course materials supplied by SGRE in connection with the training events vests in SGRE. The customer shall be entitled to use but not to copy such materials in the course of its business for the purposes for which they were supplied.

15.3. The course materials may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without prior written consent. If any software is made available during the training event, it may not be taken or removed from the training site, copied or otherwise made usable in any unauthorized manner. SGRE reserves all rights to the course papers, tuition aids and any software used and to all information conveyed by word of mouth. Each participant will be given one copy of the course papers, unless otherwise agreed.

16. Data Protection

16.1. The parties shall observe all statutory regulations governing the protection of personal data. The customer declares that it has satisfied all prescribed statutory prerequisites for SGRE to be able to perform the agreed services without breaching any pertinent legislation.

17. Health & Safety

17.1. The parties shall comply with all applicable health and safety legislation and codes of practice.

18. Termination

18.1. SGRE may terminate the contract by written notice if:

- a) the customer fails to remedy a material breach of this Agreement within fifteen (15) days or any other stated period, of written notice identifying the breach and notifying an intention to terminate; and/or
- b) SGRE has not received payment of fees due under Clause 9 within fifteen (15) days after such payment has become due and payable; and/or
- c) the customer makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or goes into liquidation or is deemed unable to pay its debts or is dissolved; and/or
- d) a receiver or an administrative receiver is appointed or an encumbrancer takes possession of any of the property or assets of the customer; and/or
- e) the customer ceases or threatens to cease to carry on business.

19. Force Majeure

19.1. SGRE shall have no liability for any delay in carrying out or failure to carry out its obligations under the contract where such delay or failure is caused by industrial dispute or by any cause beyond its reasonable control. In such event the time for performance of the training events shall be extended by such period as may be reasonable in the circumstances and SGRE may reschedule or relocate the performance of the training events and, if applicable, the fees will be revised to take account of the effects of the event giving rise to such delay or failure.

19.2. If the delay or failure continues for more than 180 days, SGRE shall be entitled to terminate the Contract without delay and without any liability to the customer.

20. Non-solicitation

20.1. The customer shall not during the term of this contract and for six (6) months thereafter, entice or solicit for employment with it or with any other party or entity, any trainer who has been engaged to provide the training events.

21. Proviso, Export Permits, Transfer of Contractual Rights & Duties, and Collateral agreements

21.1. Fulfillment of the Order Agreement by SGRE is subject to the proviso that there are no impediments thereto on the grounds of national or international foreign trade regulations and that the content of this Order Agreement is not subject to any embargos and/or other sanctions

21.2. The objects and documents covered by this Order Agreement may be subject to export permit requirements, e.g. by virtue of their nature or purpose.

21.3. SGRE may assign claims arising out of the Order Agreement to third parties at any time. Furthermore, SGRE may transfer rights and duties under the Order Agreement to a third party, unless the customer objects to this in writing within four weeks of receiving a notification to this effect; SGRE will point out in the notification.

21.4. Collateral agreements may be made in writing only.

21.5. If any provisions of these General Terms and conditions should be or become ineffective or void, the remaining provisions shall remain effective notwithstanding. Where these General Terms and Conditions are silent, the ordinary statutory regulations shall apply.

22. Entire Agreement

22.1. The contract supersedes all prior discussions, negotiations and agreements

between the customer and SGRE and, save in relation to those documents expressly stated to be terms of the contract, represents the entire agreement between the customer and SGRE in relation to the subject matter hereof.

23. Governing Law and Jurisdiction

23.1. These General Terms and Conditions and all agreements entered into in accordance herewith is governed by the laws of Spain and the Spanish courts shall have exclusive jurisdiction.