

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL PROVISIONS

- a. These General Terms and Conditions of Purchase apply to the acquisition or purchase of goods and services between suppliers (hereinafter, "**the Supplier**") and the counterparty, that is, the company identified as the issuer in the Order (hereinafter "**the Buyer**", "**DRAXTON**"). The Buyer and the Supplier also referred below as "**Party**" or "**Parties**". For the purposes of these General Terms and Conditions of Purchase, the mentioned goods or products also include any supply to DRAXTON, including the provision of services.
- b. The Supplier declares being aware of these General Terms and Conditions of Purchase, which are deposited in the Registry of Movable Goods, as well as published and accessible through the website www.draxton.com, section "General Terms and Conditions of Purchase".
- c. These General Terms and Conditions of Purchase exclude the application of General Terms and Conditions of the Supplier, which shall be considered null and void unless the Buyer has expressly accepted them in writing through its legal representatives.
- d. Any exception to these General Terms and Conditions of Purchase shall only be valid if it has been formulated by and expressly accepted by DRAXTON.
- e. The conditions and specifications that the Supplier inserts in their delivery notes, invoices or other documents exchanged between the Parties, which contradict the general or specific conditions that govern the Order, will also not be applicable.
- f. The nullity of any of these General Terms and Conditions of Purchase does not invalidate the rest, which shall remain fully in force. The provision declared null will be replaced by another legally admissible one that corresponds, as far as possible, to the intention and will of the Parties.
- g. The Supplier declares being aware that the Buyer is a qualified supplier in the automotive industry, and therefore, to avoid damages to the Buyer and its clients, the Supplier will apply special rigor in fulfilling its obligations, especially, regarding the agreed deadlines and quality standards. The Supplier is particularly aware that timeliness in delivery and guaranteed quality are key in the sector and, therefore, essential in its relationship with the Buyer.
- h. In order to maintain a commercial relationship with the Buyer, the Supplier must be at all times be up-to-date with its obligations to Social Security and Tax Authorities, committing to provide certificates accrediting these requirements, at the request of the Buyer, at any time.
- i. The Supplier declares to be an independent entity, and under no circumstances will the relationship derived from the Order be considered to have an employment nature. The Supplier shall be solely responsible for fulfilling its obligations, using its own means and resources.
- j. The Supplier must designate an email for its communications with the Buyer, where notifications between the Parties will take effect.

2. ORDER

- a. The Buyer shall purchase goods (raw materials, ferroalloys, energy, tooling, prototypes, etc.) and contract services (transportation, engineering, outsourcing, subcontracting, painting, machining, treatments, disposal and recovery of waste, etc.) from

the Supplier through orders, programs, purchase orders or contracts (hereinafter, generically referred to as "**the Order**"), which shall be formalised in writing and may be sent using electronic means.

- b. These General Terms and Conditions of Purchase shall be annexed to the Order and will remain permanently available to the Supplier. The Order will be composed of the specific conditions indicated (whether in a contract, a purchase order or another document from DRAXTON) and the general conditions contained in this document. Any amendments or changes introduced by the Supplier in the Order will be null and void unless expressly accepted in writing by the Buyer. In the event of any conflict, the individual terms and conditions shall prevail over the general ones.
- c. The Order shall be deemed expressly accepted by the Supplier when the latter explicitly states so. Tacitly, it will be understood that the start of work, delivery of the goods, or provision of the service implies acceptance of the general and specific conditions of the Order. If the Supplier modifies the conditions of the Order, it will not be considered accepted until DRAXTON accepts the modifications of the Order, or the Supplier accepts the Order without such modifications.
- d. The Buyer may cancel the Order as long as the Supplier has not yet accepted it. The Buyer may terminate or partially or totally cancel the Order if the Supplier fails to fulfil its obligations.
- e. The Order, issued within the framework of a program or open order, will be binding for the Supplier unless it is rejected in writing, sent to the Buyer with an electronic acknowledgment of receipt, at least seven (7) days before the scheduled supply start date.
- f. When the Order establishes a delivery schedule, the Supplier acknowledges that it is subject to changes at any time due to rescheduling reasons and/or market evolution, without the right to compensation, economic indemnity, or payment for damages.
- g. When the Supplier foresees the possibility of making any changes in the process, movement, means of production, or supply chain, it must inform the Buyer in writing and with sufficient notice for its new approval. If DRAXTON does not grant its consent in this regard, the Supplier must supply the goods or products within the established timeframe and quality set in the corresponding Order.
- h. The Supplier undertakes to comply with the delivery and quality indicators (KPIs), PPM agreements, and any other parameters communicated by the Buyer. In the event of non-compliance, the Buyer will report the deviations, and the Supplier, within a maximum period of two weeks, must present a Corrective Action Plan to ensure compliance. If the Supplier fails to do so or if the deviations are not corrected within a reasonable timeframe, the Buyer may terminate the Contract with the Supplier, without the latter having the right to compensation.

3. DELIVERY

- a. The delivery of goods will be carried out in the quantity, term, place, amount, and manner indicated in the Order.
- b. The Supplier is obligated to deliver the goods or products subject to purchase or supply in accordance with the provisions set forth in the Order and these General Terms and Conditions of Purchase; and the

packaging must comply with the laws and regulations that may apply.

- c. It is the Supplier's responsibility to use adequate packaging so that the supplied goods arrive to the Buyer without defects or damage (impacts, rust, etc.). The packaging must, where appropriate, match the characteristics indicated in the Order or be of higher quality than those characteristics.
- d. The Supplier must provide all certificates required for the goods and services at the time of delivery, complying with all technical specifications agreed upon with the Buyer.
- e. The Supplier's personnel performing work within the Buyer's facilities must comply with the instructions and internal rules of the worksite, assuming responsibility for any accidents that such individuals might suffer.
- f. The goods will always be transported under the Supplier's responsibility. The Supplier will be responsible for loading operations, transportation, preparation for loading and unloading of goods or products subject to purchase or supply, unless otherwise expressly agreed via Incoterm or explicitly stated in the Order. In the absence of an agreement, Incoterm 2020 DDP DRAXTON's plant or contracting company will apply. The Supplier must reach the necessary agreements with its carrier before the actual presentation of the vehicle for loading. The unloading of goods considered hazardous will correspond to the recipient of the goods.
- g. These operations will be carried out in strict compliance with the regulations applicable according to the nature (hazardous or not) of the goods or products.
- h. In the event of an excess or shortage of quantity, it will be at the Buyer's discretion whether to accept or reject the delivery. If accepted, the Buyer may return the excess products to the Supplier at any time, at the Supplier's risk and cost, or claim the missing quantity accordingly.
- i. In the event of delay in the delivery of a product or service, the Buyer may apply one or more of the following penalties:
 - A penalty for delay, equivalent to one percent (1%) of the price, for each day of delay, starting after a 5-calendar-day grace period from the delivery date.
 - If the delay exceeds 15 calendar days, DRAXTON may, without prior notice, cancel the Order and claim compensation for damages from the Supplier.
 - If the delay causes a production stoppage at DRAXTON or at one of its final clients, in addition to canceling the Order, DRAXTON may demand from the Supplier the damages suffered, including lost profits, direct damages, and consequential damages.
 - These amounts as penalties will be immediately enforceable and compensable against any amounts the Supplier might claim.

DRAXTON will have the right to demand compensation that exceeds the amount of the penalties stipulated in this provision.

- j. In the case of delivery programs or open Orders, the Buyer is authorized to impose penalties in the event of non-compliance with quality and delivery indicators. The Supplier will have the right to present arguments within a seven (7)-day period. Once finalized, the payment of the established penalty may be made through compensation or deduction from amounts credited to the Supplier at that time.

4. DOCUMENTATION

- a. All deliveries shall be accompanied by three delivery notes / waybills (one for the Supplier, one for the carrier and one for the recipient DRAXTON).
- b. The delivery notes must indicate and include, at least:
 - Order number.
 - Document Date and Number.
 - Code and Identification of the Goods.
 - Actual Quantity Shipped.
 - Number of Packages, Net Weight and Gross Weight.
 - Packing List / Barcode Label in the case of raw materials.
 - Quality Certificate and Safety Data Sheets for products requiring them.
- c. In the case of hazardous goods, the waybill must comply with the ADR requirements (European Agreement concerning the International Carriage of Dangerous Goods by Road) and RID requirements (European Regulations concerning the International Carriage of Dangerous Goods by Rail) as well as all the rest of the applicable regulations in the countries through which the transportation route passes, and must be accompanied by written instructions for accidents or emergencies.
- d. If the established requirements are not met, the Buyer reserves the right to notify via email and return the goods and the corresponding invoice to the Supplier, without any charge or cost.
- e. The authorized Supplier must deliver a quality certificate along with its product/service in accordance with the Product Data Sheet and the Reception Instruction sent by DRAXTON.

5. METHOD AND PERIOD FOR PAYMENT OF THE PRICE

- a. All payments will be made within the payment term established by DRAXTON, starting from the invoice date. The invoice will be issued after the delivery of goods or products under the agreed conditions or after the satisfactory provision of the service. It will be an indispensable requirement for payment that the Supplier submits the corresponding invoice and possesses the delivery documents, ensuring that no defects or complaints by DRAXTON have occurred.
- b. The Supplier must request the corresponding Order Number from DRAXTON in order to include it in the invoice, as well as in all communications maintained with DRAXTON as a result of the Order.
- c. In the absence of an express provision, the payment method will be bank transfer.
- d. Payments will be made in euros, unless another currency has been explicitly agreed upon in the Order.
- e. The price includes all costs and freight up to the delivery point.
- f. Unless explicitly agreed in writing, price changes due to fluctuations in the cost of indexed materials or other similar circumstances will not be accepted.
- g. Payment does not imply acceptance or approval of the products or services. It also does not affect the guarantees granted by the Supplier.

6. TOOLS

- a. The dies, moulds, and tools generally commissioned or required due to the Order will be considered the property of the Buyer and may be retrieved by the

Buyer when their delivery is requested, with the Supplier waiving any retention rights, without prejudice to their credit rights against the Buyer.

- b. While these assets remain in the Supplier's possession, they will be responsible for their maintenance and preservation, assuming all necessary costs.
- c. While they remain in the Supplier's possession, it will be understood that a non-remunerated loan for use (commodatum) or deposit is constituted, and the Supplier may only use these assets for purposes related to the Order.

7. QUALITY AND GUARANTEES

- a. At the Buyer's request, the Supplier must certify the contracted quality. In any case, it must comply with the highest international and market standards. The certified Supplier must have at least an ISO-9001 certification or an equivalent reference in the automotive sector.
- b. Goods not accepted by the Buyer will be returned to the Supplier at the Supplier's cost and responsibility, and such deliveries will not be considered completed. The Supplier must compensate for damages and, where applicable, reimburse the Buyer for the price.
- c. The verification or inspection of goods (weight, quantity, and quality) will be carried out at the destination location or at the Supplier's premises if, at the Buyer's discretion, it is deemed convenient, unless otherwise agreed. If required by the Buyer, the Supplier will facilitate access to their facilities and those of their suppliers to the Buyer and/or their clients. In no case shall payment or the transfer of ownership be interpreted as acceptance of the goods.
- d. Returns of non-conforming deliveries will be shipped freight collect to the Supplier, who will be obligated to immediately replace them at their own expense.
- e. The Buyer will notify the Supplier in writing of any defects as soon as they are detected, without being subject to any time limit.
- f. The communication of defects or faults in the received goods, whether apparent or hidden, will be made when their existence is truly verified, regardless of the time elapsed since their delivery, and even if they have already been paid to the Supplier, who waives any objection for late claims.
- g. The Supplier guarantees that the supplied products or services will be free of defects and encumbrances, will comply with the Order and technical specifications, and will be suitable for the purpose of the Order. The Supplier will bear all repairs, corrections, and expenses necessary, including the replacement of goods or products with new ones, resulting from material defects, lack of quality, or any other circumstance related to them or from the Supplier's defective or inadequate compliance with the applicable purchase or supply conditions.
- h. Specifically, the Supplier guarantees DRAXTON:
 - That all goods or products subject to purchase or supply are their property, of first use, and manufactured with the required materials or products, meeting safety and environmental requirements, complying with the specified quality, and suitable for the purpose that justifies their purchase.
 - That the goods or products subject to purchase or supply are free of any charges or encumbrances, or other possible real rights, seizures, attachments, or liens that might affect them, and

that there are no restrictions on their free transfer imposed on the Supplier or on the goods or products.

- That the goods or products comply with the stipulations agreed upon by the Parties, as well as all conditions established in the Order; that they are free from any defects or anomalies, visible or hidden, whether due to materials, workmanship, design, manufacturing, or any other circumstance prior to delivery.
- That they have the intellectual or industrial property rights related to the goods or products subject to purchase or supply, or, where applicable, have the necessary licenses for their manufacture or sale, bearing all expenses and costs derived from them.
- i. For goods or products that, due to their nature, are transported in packages, the Supplier must comply with and enforce the following:
 - The packages that make up each shipment must be clearly identified and labelled, matching the description contained in the delivery note/invoice and externally marked with the destination of the goods and the corresponding Order number, as well as handling instructions or precautions to be adopted, if necessary.
 - When their nature requires it, the goods must be sufficiently packaged to prevent any damage or deterioration and must not pose a danger to people, property, or the environment. Under no circumstances will goods or products corresponding to different types of goods or products be packaged together. DRAXTON will not pay any packaging charges unless they have been previously approved.
- j. In the case of goods or products that, due to their nature, are transported in bulk in tankers or containers, the Supplier must comply with and enforce the applicable internal cleaning conditions, providing the corresponding certificates for both loading and unloading.
- k. The Supplier, in any case, will be liable to DRAXTON and to third parties for the damages and losses that may occur during the following operations, even if they are not directly performed by the Supplier:
 - For the correct access and circulation of the vehicle to the delivery location/loading centre, as well as for the preparation of the vehicle for unloading.
 - If the goods are non-hazardous, for the correct execution of unloading operations within the delivery location/loading centre.
- l. In the event of a delay in delivery, the Supplier will be considered in default without the need for any formal notice from DRAXTON.
- m. The warranty period will by default be 24 months from the final delivery date. During this period, the Supplier must replace or repair, at no cost, the defective or non-conforming product or service, covering associated costs such as shipping, allowances, testing, etc. The replacement or repair must occur within a reasonable timeframe established by the Buyer. If this does not occur, DRAXTON may assign the task to a third party, at the Supplier's expense.
- n. All production materials and components will require sample approval by DRAXTON. The samples will be free of charge, and the quantity will be determined by DRAXTON. DRAXTON will not bear the costs of tests and/or delays that may arise during the sample approval process. With the first sample deliveries for approval, a certificate must be attached certifying that the material

or product is not harmful to the environment. The product/service approval documentation that the Supplier must provide must comply with the IATF 16949 (PPAP) standard.

- o. In the re-approval or requalification of parts/services, the approved Supplier must send at least the material certificate, the control plan, and testing documentation every 3 years, or as indicated by the Final Customer Specifications (CSR).

8. FORCE MAJEURE

- a. The Parties will not be held liable for failing to fulfil their obligations under the Order insofar as compliance becomes impossible due to Force Majeure. Force Majeure refers to any situation where unforeseen circumstances arise, or, if foreseen, are unavoidable, such as armed conflicts, pandemics declared by the WHO, terrorist acts, fires, earthquakes, or catastrophic weather phenomena. While the causes persist, the Parties' obligations will be suspended, and the "*rebus sic stantibus*" doctrine will not apply.
- b. The suspension of contractual obligations will last as long as the Force Majeure cause persists. The Supplier affected by this event must immediately inform the Buyer, but no later than 48 hours from the time the Force Majeure cause occurs and must make reasonable efforts to resolve the cause of the suspension as quickly as possible. The Supplier must also notify the Buyer of the cessation of the Force Majeure.
- c. If the Force Majeure cause continues over time, frustrating the purpose of the Order, or if it lasts for more than two months, the Buyer may terminate the Order, without any right to compensation.
- d. Failure to meet the obligation of immediate notification and to take the necessary measures to mitigate the effects of Force Majeure will result in the non-compliant party being required to fully fulfil its obligations, with no possible exemption.

9. INSURANCE

- a. Without prejudice to their liability under the Order, and without this condition or clause limiting such liability, the Supplier will subscribe to and maintain in force, at their own expense, throughout the validity of the Order, and with financially solvent insurance companies, a product liability insurance policy for the supplied product or provided service. The insured risk must be commensurate with the importance of the services or products within DRAXTON's production process, and their annual estimated value. In any case, the coverage amount must not be less than 1,000,000 euros per incident and per year. This insurance will be understood without prejudice to:
 - Property Damage Insurance, covering the value of materials owned by the Buyer that the Supplier holds in deposit. In the event of a claim, the Supplier will assign the corresponding compensation to the Buyer.
 - Corporate Liability Insurance, including, among other things, pollution and contamination coverage.
 - If the use of motor vehicles is necessary for the execution of the Order, Mandatory Automobile Insurance must also be in place.

10. ADDITIONAL OBLIGATIONS OF THE SUPPLIER

- a. The studies, plans, projects, drawings, documents, prototypes, and parts provided by the Buyer to the Supplier are the exclusive property of the Buyer, considered confidential, and, consequently, the Supplier is obligated not to lend, use, or copy them without the prior written consent of the Buyer.
- b. The Supplier must comply with all regulations in force at any given time, especially those of a Labor, Social Security, or Tax nature, as well as those related to the Environment, Health, and Occupational Risk Prevention.
- c. Any information owned by DRAXTON used by the Supplier's personnel during the execution of the Order must be protected by the Supplier in accordance with the applicable legal and regulatory framework in the respective country, as well as with DRAXTON's internal regulations, ensuring adequate protection and guaranteeing its confidentiality, integrity, and availability.
- d. Unless otherwise agreed, the execution of the Order does not imply the need to transfer personal data between the Parties. If this becomes necessary, the receiving party agrees to comply with the provisions of EU Regulation 2016/679 and its development regulations. The Supplier may, where appropriate, exercise the necessary rights via the address and instructions provided on the website www.draxton.com, section "Privacy Policy".
- e. If the Supplier carries out painting, coating, or machining work, after which delivery is to be made to DRAXTON's final customer, the Supplier must, at their own cost, manage the delivery of the product to DRAXTON's final customer, in accordance with the procedures established by said final customer.
- f. The approved Supplier must periodically review the specific requirements of DRAXTON's customers, referred to as CSR, available on the IATF 16949 website and the final customer's online portals. DRAXTON will provide SharePoint access for consultation. If the Supplier does not agree with these requirements, they must notify DRAXTON in writing.
- g. If DRAXTON deems it necessary to ensure compliance with its supply programs, the Supplier must maintain in its warehouses a sufficient safety stock in both quality and quantity.

11. TERMINATION

- a. The Supplier acknowledges that the purchase orders and programs between the Buyer and its customer are open-ended, meaning they may terminate when the final customer no longer requires parts supply, without any obligation for compensation or prior notice from the final customer to the Buyer. Consequently, under these circumstances, the Supplier accepts that the Order may be interrupted at any time, with no obligation for compensation from the Buyer, who will notify the Supplier in advance, if possible.
- b. Early termination will also be possible, at DRAXTON's discretion and without liability, with one (1) months' notice, in the following cases:
 - When DRAXTON can source the product or service internally through group companies or affiliates.
 - When DRAXTON finds a more competitive supplier in terms of quality, delivery, or price, and the Supplier does not match these conditions.
 - When DRAXTON's final customer requests a change of Supplier.

- In the event of a decrease in DRAXTON's production load or substantial changes to the contract between DRAXTON and its customer that affect the Order.
- c. In the event of Supplier non-compliance, DRAXTON may terminate the Order with immediate effect. Non-compliance will be considered in the following cases:
 - Serious breach of the general or specific conditions of the Order.
 - Repeated breach of the general or specific conditions, especially concerning delivery indicators, quality, Quality Agreement, and/or PPM Agreement.
 - Any violation of essential obligations, particularly regarding quality, Social Security, occupational safety standards, or ethical and compliance standards.
- d. In the event of Order termination, as of the termination date, the Supplier is obligated to:
 - Return the material held in deposit, along with the documentation associated with the Order.
 - Deliver to DRAXTON all finished conforming products, which will be paid for by DRAXTON. If necessary, DRAXTON may request a safety batch, which will also be paid at the established price.
 - Collaborate for a smooth transition if the Order is assigned to a third party.
 - Pay any penalties demanded and/or compensate for damages caused. Payment of these may be made through offsetting amounts owed by the Supplier.

12. APPLICABLE LAW, VALIDITY, ASSIGNMENT AND JURISDICTION

- a. These General Conditions and the Order shall be governed by the common laws of the Kingdom of Spain, excluding regional laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply, nor shall any general terms of sale of the Supplier.
- b. These General Conditions have been drafted in multiple languages. In case of conflict or contradiction, the Spanish version shall prevail.
- c. Since the General Conditions are periodically updated and modified, indicating the year and month of the version, the version in effect at the time of placing the Order will apply in each case.
- d. The Supplier may not assign or transfer the Order or its rights or interests derived from it without the express authorization of DRAXTON. DRAXTON may assign its obligations, in whole or in part, resulting from the Order, if deemed appropriate and legally valid.
- e. For any issues arising from the execution or interpretation of the General Conditions and the Order, the Parties agree to submit to the Courts and Tribunals corresponding to the registered office of the DRAXTON entity that issued the Order. In Spain, jurisdiction will correspond to the Courts of the city of Barcelona. Alternatively, at DRAXTON's discretion, when it acts as the plaintiff, the corresponding DRAXTON entity may also file a claim before: (i) The Courts corresponding to the Supplier's domicile; or (ii) Arbitration, before the Madrid Chamber of Commerce. If arbitration is requested by DRAXTON, it will be administered by the Madrid Court of Arbitration of the Madrid Chamber of Commerce, applying the arbitration rules in effect at the date of the request. The arbitration will be resolved by a single arbitrator. The seat will be Barcelona and the

language will be Spanish, without prejudice to documents in English, which will not require translation, unless requested by the arbitrator. If documents are in a language other than English, they must be translated as determined by the arbitrator, with the translation cost equally shared, unless the arbitration award redistributes this cost. The award will be binding and enforceable by the prevailing party before the relevant jurisdiction.

13. CSR POLICY, ENVIRONMENT, COMPLIANCE, ETHICAL AND BEHAVIOR, REGULATORY

- a. The Buyer has implemented various guidelines and actions regarding social responsibility to positively impact its environment, its shareholders, employees, suppliers, and the community. This includes equal opportunities, respect for human rights, environmental care, efficient use of natural resources, and regulatory compliance. The Supplier is obligated to comply with these principles, as an indispensable condition to supply its Goods and/or Services to the Buyer and/or its Affiliates.
- b. The Buyer has an Ethics Code, an Integrity Committee, and a Regulatory Compliance and Data Protection Committee to prevent criminal activities. These documents must be consulted on the GIS corporate website: <http://www.gis.com.mx/en/ethics-code/>. The rules within these documents are mandatory for all DRAXTON suppliers. The Supplier acknowledges having thoroughly reviewed the Buyer's Ethics Code and the Information Security Policy and agrees to comply with them. The Supplier must also comply with the legal framework applicable in its country of origin, the location of supply execution, or any other part of the world, including but not limited to, constitutional standards, treaties, laws, rules, decrees, official norms and directives, including, but not limited to the following areas: environment, anti-corruption, anti-slavery, no child labor, labor laws, freedom of association, social Security, occupational health and safety, anti-money laundering and counter-terrorism financing, economic sanctions, export controls and technology transfers, cybersecurity, personal data protection, taxation, and antitrust laws. The Supplier must avoid collusive or anti-competitive behaviors, fraudulent or unfair conduct, and the commission of any criminal offenses.
- c. The Supplier, directly or through representatives, shall not offer money, gifts, or valuable items in violation of the Buyer's Ethics Code, laws, and regulations to secure any business transaction. The Supplier is prohibited from giving any form of bribe related to the Goods and/or Services supplied. The Supplier declares that their resources are lawfully sourced and will not use illicit resources in fulfilling this General Terms and Conditions of Purchase. The Supplier states that, in its business operations, and particularly in the supply of its Goods and/or Services subject to these General Terms and Conditions of Purchase, it has complied and will comply at all times with all other legal provisions referred to in the previous paragraph. The Supplier declares that it complies, will comply, and will ensure compliance, with due diligence, with the information security requirements established by the Buyer. Likewise, it commits to maintaining confidentiality, integrity, and availability of information during the exchange of goods and services. The Supplier must protect the industrial and intellectual property rights of the Buyer with the

same level of diligence with which it protects its own rights and, in any case, with a reasonable level of diligence in accordance with industry practices. The Supplier shall refrain from violating the intellectual property rights of the Buyer and its customers.

- d. The Supplier must comply with environmental legislation and implement, operate, and constantly improve its procedures, paying particular attention to environmental aspects. The Supplier must control greenhouse gas emissions resulting from its activities, strive to reduce such emissions, and seek to use energy efficiently. The Supplier must prevent air, water, and soil pollution through continuous monitoring and reduction of pollutant use. The Supplier must use appropriate waste disposal, recycling, and waste management systems, and seek to reduce water consumption as well as the amount of final waste, through effective resource utilization.
- e. The Supplier must report any potentially hazardous or polluting chemicals it uses and must manage them appropriately. It will not include illegal chemical elements in its products, nor will it use them in its manufacturing processes.
- f. Likewise, if applicable, the Supplier will be obligated to report to the Buyer the source of origin of conflict minerals contained in its products. Conflict minerals, known as 3TG, are Tantalum, Tin, Tungsten, and Gold. The Supplier's responsibility includes verifying that its suppliers do not source raw materials from conflict zones, from African countries or other parts of the world.
- g. In the event that the Supplier becomes aware of any behavior that violates the Buyer's Code of Ethics (including any violation of the applicable legal framework), the Supplier must report it through the complaint channels accessible via the websites www.draxton.com and www.gis.com.mx. All complaints may be filed anonymously, are tracked, are confidential, and do not result in any retaliation.
- h. The Supplier assumes the obligation to implement control measures to ensure compliance with this condition or clause, and to ensure that its suppliers, subcontractors, and service providers also comply with what is stated in this Clause in their operations and throughout their supply chain.
- i. The Buyer may request from the Supplier at any time the documentation and information it considers necessary to verify compliance with its obligations under this condition or clause, and will also have the authority to conduct physical or virtual inspections or reviews of the Supplier and participants in its supply chain, either directly or through third parties contracted by the Buyer for these purposes, upon prior written notification given to the Supplier with a reasonable advance notice of five (5) business days, always striving to carry out inspections on business days and during business hours, and without substantially interfering with the Supplier's productive activities. It is understood that the Supplier must do everything necessary to allow the Buyer to carry out inspections or reviews throughout its supply chain.
- j. Non-compliance with this condition or clause will entitle the Buyer to terminate the Contract with the Supplier for breach, without the need for judicial declaration (express termination clause), without prejudice and with express reservation of any other rights available to the Buyer and/or its affiliates, in accordance with these General Terms and Conditions of Purchase and applicable legislation.

14. INFORMATION SECURITY POLICY

The Buyer has an Information Security Policy that establishes the information security management model and its objectives to regulate the interaction with Clients and Suppliers, as well as derived policies and procedures. The Supplier has been informed of the above and agrees to acknowledge the Information Security Policy, committing to strictly comply with it, as well as to inform the Buyer of any act or consequence arising from this document that violates the Buyer's Information Security Policy. The Supplier likewise declares that its personnel is duly trained and shall maintain its training at all times for the due fulfillment of the provisions of this contract and, in general, for the fulfillment of its obligations regarding information security and personal data protection. Non-compliance by the Supplier with this condition or clause will entitle the Buyer to immediately terminate the contract between the Supplier and the Buyer, without liability for the latter, except for the payment of services effectively provided by the Supplier or goods purchased by the Buyer prior to the effective date of contract termination.

15. CONFIDENTIALITY

- a. The Supplier is obligated to protect and maintain confidentiality regarding all information that may be processed as a result of compliance with these General Terms and Conditions of Purchase and the Order. The Supplier will handle the information without seeking personal benefit, nor will it transfer it to third parties without the Buyer's authorization. Likewise, the Supplier is obligated to implement the necessary technical, physical, and organizational security measures to ensure the secure custody of the information and, at the end of the contract (5 years) or the contractual relationship, to guarantee its secure deletion. In this regard, the Supplier must certify the secure deletion of all its systems and files in any format.
- b. In the event of non-compliance, the Supplier is obligated to indemnify and hold harmless the Buyer and each of its representatives, directors, employees, agents, consultants, and respective representatives (each an "**Indemnified Party**") from and against any claim, damage, loss, liability, and expenses (including, without limitation, reasonable legal advisory fees and expenses) that may be incurred or determined by a competent authority against any Indemnified Party, arising, in each case, in connection with (or in preparation for) any defense related to non-compliance with the provisions of this condition or clause.
- c. The Buyer, upon providing 5 days' prior notice to the Supplier, will have the right to conduct inspections directly or externally to test, evaluate, assess, and verify that the Supplier periodically maintains the effectiveness of the physical, technical, and organizational security measures implemented to safeguard the Buyer's information.

16. INFORMATION SECURITY BREACH

In the event that the Supplier detects an information security breach and/or a security violation, whether electronically or physically (such as equipment theft), resulting in the accidental or unlawful destruction, loss, alteration, or unauthorized access by third parties to the Buyer's information, the Supplier will be obligated to notify the Buyer in writing about the incident, within 48 hours from the event's occurrence. Additionally, as a result of the above, the Supplier commits to paying the Buyer the amount resulting from the damages and losses suffered, including those suffered by its parent company, subsidiaries, affiliates, and licensors. Furthermore, the Supplier will be obligated to apply corrective

actions in a timely manner to resolve the security breaches and/or security violations communicated to the Buyer.

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