

## CERE General Terms and Conditions for Services

These Terms of Service (the “TERMS”) shall apply to the proposal of **Certification Entity for Renewable Energies, S.L.** (“CERE”) made to CERE’s client (the “Company”). Hereinafter, Company and CERE may be referred to individually as a “Party” or collectively as “Parties.”

1. Services - CERE has been authorized by Company to perform the work set forth in the attached proposal (“Services”) and the Parties have agreed to do so according to the terms and conditions set forth herein. Any changes in work, specifications, or level of effort determined necessary or desirable shall be set forth in a change order specifying the changes to be affected thereby and shall only be binding upon mutually written agreement.

2. Payment and Commencement of Services -The Company’s acceptance of the proposal is required prior to commencement of Services. An initial payment may be required as indicated in the proposal. All other payments shall be made within 30 days of issuance of invoice (“Due Date”). All Services performed on a time and materials basis will be billed each month for costs incurred to date according to UL’s current rate schedule for the year in which work is performed. The price and payment schedule for Services shall be determined at the time Services are requested. All expenses incurred in the performance of such Services will be billed at cost plus 20%.

Company will be responsible for all taxes, duties or imposts which may be levied by a governmental body (“Taxes”) other than taxes measured by a UL’s net income related to the Services. CERE may add such Taxes to invoices and collect them from Company. Company agrees to pay reasonable collection costs, including attorneys’ fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, CERE may deny or withdraw any services to Company.

All wire charges shall be paid by Company. Company shall pay a late fee of 1 % (12% per annum) or the maximum allowed by law on balances outstanding as of Due Date.

3. Status as Independent Contractor; Standard of Care – Both Company and CERE acknowledge and agree that CERE is an independent contractor and shall not act as or be an agent or employee of Company. CERE shall be solely responsible for complying with and paying any and all taxes applicable to its employee’s and contractor’s compensation under this AGREEMENT. UL’s relationship to Company as an independent contractor shall not prevent CERE from acting on Company’s behalf for the limited purpose of procuring materials and equipment related to the Services. In performing the Services, CERE shall use that degree of usual and customary skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality.

4. Subcontracting - Company agrees that CERE may subcontract Services to any of its affiliates or other third parties subject to UL’s requirements. CERE will provide as a term of any such subcontract that the subcontractor will meet UL’s current qualification requirements, including complying with UL’s confidentiality requirements. CERE will be responsible for any breach of this agreement by its subcontractors.

5. Use of Materials –

5.1 Use of Materials - Any and all reports, documents, notes, information, materials, or data of any nature produced or prepared by CERE for delivery to Company as a result of CERE’s Services (hereinafter “Work Product”) are for Company’s internal business use only, and should not be relied upon by any third party without the express authorization of CERE in an agreement signed by CERE and the parties concerned. Any other use of all or part of any Work Product, including, without limitation: (i) reselling or offering as part of a service Company provides to others; (ii) uploading to a publicly accessible website; or (iii) reproducing or distributing Work Product in whole or in part in a published report is strictly prohibited without the express prior written authorization of UL.

5.2 Intellectual Property – As used in this Agreement, the term “CERE IP” shall mean intellectual property and the rights thereto which are owned or controlled by UL. CERE IP shall include, but is not limited to, any currently existing or later developed: trade secrets, patents, copyrights, derivative works, trademarks, trade names, logos, know-how, proprietary computer software, source and object code, databases, designs and specifications, methodology, statistical and atmospheric models and model outputs, processes, procedures and industrial property and proprietary right of every kind and nature. CERE IP shall remain the property of the CERE regardless of how it is designated. Furthermore, the CERE IP shall include all conceptions, reductions to practice (actual and constructive), registrations, applications, renewals, extensions, revivals and resuscitation. These rights shall apply whether based on common law, United States law, International law or foreign law wherein CERE seeks intellectual property protection. CERE IP is not available for publication without UL’s specific written agreement.

CERE may identify CERE IP contained in any Work Product with such copyright, trademark, patent number(s), patent pending and/or any other proprietary notices it deems appropriate. The alternation, removal or obliteration of any of UL’s copyright, trademark, patent or other proprietary notices is strictly prohibited. The UL’s failure to display any copyright, trademark, patent or other proprietary notices on its Work Product shall not negate, minimize or otherwise eliminate any right that CERE possesses in such Intellectual Property.

5.3 Company License in CERE Intellectual Property – Company shall have a non-exclusive royalty-free limited license to use CERE IP as it appears in the Work Product solely in connection with the Services. CERE reserves the right to deny any use of UL’s IP beyond the provisions of

this Agreement. Any transfer of UL's IP by Company to a third party without the UL's express written consent shall be null and void and deemed a breach of Company's license and may subject Company to damages and other remedies available under applicable law.

6. Reliance - CERE shall rely upon the accuracy and completeness of any information, reports, surveys, instructions and data provided by Company, or on its behalf ("Company Information") to provide Services. If any Company Information is incomplete or inaccurate, CERE will not be liable in any manner for any deficiencies in the Services

7. Confidentiality - Except as provided below, each Party will not disclose the other Party's information obtained in confidence ("Confidential Information") to third parties and will treat the other Party's Confidential Information with the same degree of care it employs to protect its own Confidential Information and in no event less than a reasonable standard of care. Confidential Information will not include information: (a) already known to the receiving Party, (b) publicly available, (c) subsequently acquired by the receiving Party from other sources without a breach of this Agreement, (d) disclosure that is necessary to perform the Services, or (e) required to be produced by law or government order, or accreditation authority. CERE may disclose Company's Confidential Information to its affiliates, agents and subcontractors in connection with performing the Services. Each Party may disclose the other Party's Confidential Information when required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority or when required by any common law or statutory duty.

All data collected by or on behalf of Company as a result of Services will remain the property of Company, will be treated as Confidential Information and will not be used beyond the scope of this agreement unless expressly approved in writing by Company. CERE may retain one copy of any Work Product for archival purposes and in the event of any future disclosure requirement under applicable law or legal process.

8. Termination - Company may terminate the Services with or without cause, by giving twenty (20) days prior written notice to CERE. Upon receipt of a termination notice, CERE shall take immediate action to minimize all expenditures and use commercially reasonable efforts to cancel obligations incurred on behalf of Company. CERE shall be entitled to all compensation for any work completed, work in process, expenses incurred, and obligations not cancelable. No compensation will be paid to CERE for periods following the date of termination except as provided in this Section 8. CERE shall promptly deliver to Company all Work Products prepared in the performance of the Services, whether completed or in progress.

CERE may terminate the Services, suspend performance of the Services, or exercise such other remedies as may be available under this Agreement, at law and/or equity, in the event of: (i) breach by Company of any material provision of this Agreement which is not cured within twenty (20) days of written notice to Company, or (ii) if Company ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding, under any applicable bankruptcy statute of any state or country, relating to insolvency or the protection of rights of creditors. CERE may terminate the Services with or without cause, by giving thirty (30) days prior written notice to the Company. CERE shall be entitled to all compensation for any work completed, work in process, expenses incurred, and obligations not cancelable.

CERE shall not be deemed in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, actions or decrees of governmental bodies, civil disturbance, war, strikes or other labor disputes, natural disasters, or other forces beyond its reasonable control (a "Force Majeure Event"). In the event that CERE is unable to perform the Services because of a Force Majeure Event, CERE shall, as soon as practicable, give notice to the Company and shall use commercially reasonable efforts to resume performance as soon as possible. Such notice may be given verbally. Upon receipt of such notice, all of UL's obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Company may, by written notice, terminate this Agreement. All compensation for work completed, work in process and non-cancellable obligations prior to the Force Majeure Event will be paid by Company to UL.

9. Limitation of Liability - TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CERE AND CERE'S AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS AND EMPLOYEES TO THE COMPANY AND ANY THIRD-PARTY, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COSTS, RESULTING FROM OR IN ANY WAY RELATED TO THE SERVICES FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO CERE FOR THE SPECIFIC PORTION OF THE SERVICES RENDERED THAT DIRECTLY CAUSED THE HARM. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING.

ANY METEOROLOGICAL AND ENERGY PRODUCTION ESTIMATES OR FORECASTS CREATED BY CERE ARE SUBJECT TO A DEGREE OF UNCERTAINTY RELATED TO THE DATA AND MODELS USED AND TO PROFESSIONAL INTERPRETATION. ERRORS OR DEVIATIONS FROM ACTUAL PERFORMANCE ARE TO BE EXPECTED. ALL ESTIMATES SHOULD BE USED IN A MANNER CONSISTENT WITH THEIR ERROR CHARACTERISTICS. BY ACCEPTING THIS CONTRACT, COMPANY ACKNOWLEDGES AND AGREES THAT CERE ACCEPTS NO LIABILITY FOR DEVIATIONS IN THE ESTIMATES OR FORECASTS FROM ACTUAL PERFORMANCE.

CERE SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ANY OF THE

OBLIGATIONS HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO ALL CLAIMS, WHETHER UNDER THE LAW OF CONTRACT, EQUITY, TORT, STRICT LIABILITY, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE EXPIRATION OR OTHER TERMINATION OF THE SERVICES AS SET FORTH HEREIN.

10. Third Party Claims - CERE accepts no duty or responsibility, including in negligence, to any party other than Company and disclaims all liability of any nature whatsoever to any third party in respect of any Services or Work Product. Company will hold harmless and indemnify CERE and UL's affiliates, and their respective officers, directors, employees, agents, or subcontractors ("Indemnified Parties") against all claims made by any party for loss, damage, or expense arising out of this Agreement, including without limitation, the performance or non-performance of any Services. If an indemnified party becomes subject to a third party claim, it may defend itself at Company's expense with counsel of its own choosing. Nothing contained herein shall in any way benefit any other third party or accord any third party any rights or remedies.

11. Beneficiaries - Nothing contained herein shall in any way benefit any other third party or accord any third party any rights or remedies.

12. Assignment - Either Party may assign any of its rights or obligations under this Agreement by providing written notice to the other Party subject to the other Party's prior written authorization which shall not be unreasonably withheld or delayed. However, CERE may, upon written notice, assign UL's rights and obligations under this Agreement to any of its affiliates

13. Complete Agreement; Amendments; Notices - This Agreement may only be modified or supplemented in writing and as executed by the Parties. This Agreement and the proposal referenced above will constitute the complete and fully integrated understanding between the Parties with respect to the performance of Services. Under no circumstances will any preprinted, additional, or different terms or conditions on Company's requests for quotation, purchase orders, invoices, sales or marketing materials, or other business documents apply to any Services, modify a proposal or its statement of work or this Agreement or bind UL. Any notice given under this agreement shall also be in writing and sent by registered or certified mail, facsimile with confirmation receipt, e-mail, or delivered by a reputable overnight courier. Each Party represents its signatory is an authorized representative. Any notices required or permitted hereunder shall be deemed to have been sufficiently given to either Party if given to these signatories as described in this Section 13.

14. Severability - The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.

15. Dispute Resolution - All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral proceedings shall be held in English. The place of arbitration shall be Madrid, Spain.

16. Governing Law - This agreement shall be governed by, construed and enforced exclusively in accordance with the domestic laws of Spain, without giving effect to its principles of conflicts of laws.

17. Acknowledgement - Company shall seek prior written approval for (i) all press release or marketing information naming CERE or using the UL's or UL's affiliate's corporate logo; and (ii) when acknowledging CERE in any technical papers, articles, publications, maps, or announcements published or released to the public in any way connected with the Services performed under this Agreement, regardless of whether such acknowledgement occurs during the term of this Agreement or thereafter.

18. Insurance - CERE shall maintain in force insurance with the following coverage during the performance of Services: (i) Employer's Liability - USD 1,000,000 each accident; (ii) Commercial General Liability - USD 1,000,000 each occurrence, USD 2,000,000 aggregate; (iii) Worker's Compensation - required by applicable law; (iv) Automobile Liability - USD 1,000,000 combined single limit; and (v) Professional Liability - USD 2,000,000 aggregate. A memorandum of insurance indicating such coverage shall be delivered to Company upon request. Any such procured insurance covers shall not overrule the agreed on limitations and exclusions of liability.

19. Compliance with Export Control Laws - Company: (i) will not cause CERE to violate any export, trade or other economic sanction law; (ii) will promptly advise CERE if a project involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services rendered under this Agreement with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

20. Warranties - CERE shall pass through to Company any manufacturer and supplier warranties applicable to equipment installed in performance of the Services. Unless otherwise agreed to by the Parties, all materials furnished hereunder will be new.

CERE warrants that all work performed shall conform to the requirements of this Agreement. For a period of one (1) year from delivery of a Work Product (the "Warranty Period") should any work (i) be found to not conform to the requirements of this Agreement or (ii) be or become defective due to UL's negligence during the performance of the Services, and, if any such nonconformance or defect appears during the Warranty Period, CERE shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by the Company. CERE hereby disclaims all other warranties whether express or implied.

21. Compliance - Each Party shall meet and comply with all applicable regulations and laws governing safety and health in the workplace.
22. Company Obligations - Site-Specific Safety Requirements. Company shall provide CERE with any site-specific health and safety requirements in its request for Services.

Subsurface Conditions. Unless provided in the proposal, CERE will not perform an investigation to determine subsurface conditions. Company shall provide CERE with any and all information with respect to the existence or possible existence of any subsurface utilities and/or underground infrastructure at the work site.

Duty to Notify CERE of Hazards. Company covenants and warrants that it will provide CERE with any and all information known to or suspected by Company with respect to the existence or possible existence at, on or under any work sites of any hazardous conditions, materials or pollutants. If unanticipated potentially hazardous conditions, materials or pollutants are encountered during the course of the work, regardless whether such conditions were known by Company or not, and that in UL's sole opinion, poses a safety risk to CERE or UL's subcontractors, CERE shall have the right to suspend its work immediately. Company, at its cost, shall resolve all such safety risks prior to UL's resumption of work. Company shall reimburse CERE for any down time or additional labor costs incurred as a result of such conditions.

Permits and Approvals. Company shall be responsible for obtaining at its sole cost and expense all local, state and federal permits and approvals, including zoning, building and other regulatory permits as required, as well as permissions and easements from affected landowners, tenants and licensees as necessary for the performance of the Services. Company shall provide written notice to CERE prior to mobilization that all necessary permits, approvals, easements and other permissions necessary to perform the Services have been received.

Access to the Project Site. Company is responsible for (i) ensuring that CERE has suitable physical access to the project site by a typical four wheel drive vehicle; (ii) for any necessary improvements to and/or the creation of roads in order to establish such access; and (iii) all site access maintenance including, but not limited to, snow plowing and clearing of brush and downed trees. Company, at its cost, shall also provide CERE with any escorts required by Company for access to the project site.

On-Site Access. Company is responsible for clearing trees, stumps, shrubs, brush, vegetation and debris from the project site as necessary for the performance of Services.

23. Special Terms and Conditions for Monitoring Station Installations - This Section 23 only applies to the extent the Services include the installation of a Monitoring Station.

- a. Company shall provide a weatherproof location within close proximity to the installation site for the storage of monitoring station equipment. Company, at its cost, shall provide personnel to receive, verify quantities, and unload all such materials and equipment into storage. Such personnel should immediately notify CERE if any materials or equipment appear damaged. Company responsibilities for quantity verification and inspection shall be limited to verifying the number of packages corresponds with the shipping order and a visual inspection of the packages. Company will not be responsible for opening each package and inspecting the contents.
- b. Unless specifically provided for in CERE proposal, CERE work assumes the existence of normal soil conditions free of any subsurface utilities and underground infrastructure. Severe hard rock and other unanticipated soil conditions that lead to problematic anchoring issues or the discovery of unanticipated subsurface utilities or underground infrastructure fall outside normal soil conditions.
- c. CERE shall have the right, in its sole and reasonable opinion, to suspend work temporarily should weather conditions present a safety issue to UL, UL's subcontractor or any equipment. Unless specifically provided for in CERE proposal, reasonable weather conditions are assumed. Weather conditions including, but not limited to, heavy snow, heavy rain, high winds, lightning, sleet, extreme temperatures, hail or fog fall outside the reasonable conditions assumed.
- d. During the installation, a work site shall be accessible to CERE seven (7) days a week from a half (½) hour before sunrise until a half (½) hour after sunset.
- e. CERE shall employ reasonable efforts to protect any equipment during the actual installation (not including unforeseen and unpreventable vandalism, damage or theft). Unless otherwise expressly provided for in UL's proposal, such protection of the site and/or equipment does not include livestock/wildlife barriers, security fences or site security. Any fencing requirements must be outlined in the statement of work or proposal documents.
- f. Upon significant completion of the monitoring station installation (defined as (i) the met tower being fully erect, plumb with all guy lines properly tensioned or (ii) the solar met station equipment erected) the site will be deemed substantially complete. CERE will not be responsible for failure of any monitoring station equipment unless due to the negligence of CERE or UL's subcontractor.
- g. Company will assume ownership of, and title to, all monitoring station equipment upon equipment leaving the factory. CERE will bring to Company's attention prior to installation any missing equipment or any obvious defects in the equipment shipped from the manufacturer and CERE will work with the manufacturer to replace such defective or missing equipment in a timely manner. In addition, CERE will bring to Company's attention any equipment that fails after installation and, if during the manufacturer's warranty period, CERE will work with the manufacturer to replace such equipment in a timely manner. CERE is not responsible for the defects or failure of any equipment unless due to the negligence on UL's part in ordering or installation.

24. Counterparts and Execution - This Agreement may be signed in counterparts and/or delivered via facsimile or in pdf format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have read and consent to all terms of this agreement on the date and year first written above as evidenced by the signatures of their duly authorized representatives below.

## Certification conditions

### INTRODUCTION

Certification Entity for Renewable Energies, S.L (in advance CERE), make the present Certification conditions according to the requests of the rule UNE-EN ISO/IEC 17065, UNE-EN ISO 17020, UNE-EN ISO 17025 and CBTL/NCB.

The present document describes the general lines of the Certification process of Installations and Products according to standards requested.

### DECLARATION OF IMPARTIALITY

The Direction of CERE recognizes the importance of keep the independence and impartiality, manage with the conflicts of interest that could be and make sure the objectivity in the activities of certification made by CERE, for that:

- CERE identifies and analyses the potential sources of the conflicts of interest to determinate in which cases mustn't give its certification services.
- CERE will have access to all the relevant information of the companies related with CERE to analyse their activities and be able to keep the independence.
- CERE has complete authority relative with its certification activity and, this activity, is absolutely independent of any other activity of the companies related with CERE.

All the staff of CERE, including the directive team, agrees to comply the Integrity and Professional Conduct Code of CERE. This agreement force to keep the necessary confidentiality.

CERE doesn't give consulting and doesn't make any declaration that could associate the certification services of CERE to the consulting services of other organizations, in the way to give the understanding that both activities are related or can influence in the independence and impartiality of the certification.

CERE does not make external activities of formation, except when it is only to give general information that is available publicly.

CERE has an Impartiality Committee that has the function to keep the impartiality, according to the present declaration and the accreditation requests. The members of that Committee that make decisions relative to the certification have the same rules that the certification teams.

Note: Energy Star Program. According to the "Whistleblower Policy", CERE shall report and respond to attempts to influence test results to the EPA.

### CONFIDENTIALITY

CERE keeps all the levels of its organisation, the confidentiality of the information obtained in the development of its activities with the client. This includes all the information received by a third party.

No information is given to third parts, except when existing specific requests of publishing or communication in the corresponding scheme (for example lists of certificated companies), or when the committees of certification and tracing, or the entities of the accreditation access to the expedients in the development of their functions.

If CERE is required legally to give information, it must first inform the client, or the person concerned, unless prohibited by law.

The certification body and the laboratory are responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of certification/laboratory activities. Except for information that the customer makes publicly available, or when agreed between the certification body/laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. The certification body/laboratory shall inform the customer in advance, of the information it intends to place in the public domain.

When the certification body /laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory/certification body. The provider (source) of this information shall be confidential to the laboratory/certification body and shall not be shared with the customer, unless agreed by the source.

Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

### ACCESS TO THE CERTIFICATION

Any organization that sends the requests and apply will have access to the certification services of the CERE. The processes will be done with no discrimination.

The appliance of the certification implies the knowledge and acceptance by applicant of the requests of the present certification conditions (CC)

## CERTIFICATES

### Product and installations certificates:

The use of the certificate related to the standards requested shall be in accordance with the follow points:

- The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and localizations specifically certificated.
- Any doubt related to the use of the Certificate or inclusion of the text in announcement must be consulted to the staff of the CERE.
- In the event that the text is used, avoid confusion regarding the scope and the meaning of the certificate.
- The right to use the certificate expires at the end of the certification period.
- The inadequate use of the certification, certificate or mention about the condition of the certificated organization will be considered non-compliance of the requests of the certification. CERE will take, at the Client's expenses, the appropriate actions to solve the non-compliance, that can suppose the suspension or retirement of the certificate, legal actions and the publishing of the transgression.
- Customer shall comply with the scheme requirements in case of any reference to the certifications at any marketing tool.
- In case reference is made to its certification in the media or any other written or non-written means, the client must comply with the requirements of CERE to those specified in the scheme.
- The customer will comply with all the requirements that may be stipulated in the certification scheme regarding the use of the conformity marks and the information related to the installation.

### CB scheme certificates:

In this context and according to CERE's scope in the IECCE CB Scheme, CERE is allowed to assume the following 2 roles according to IECCE Definitions document:

- NCB "A" or "Issuing and Recognizing NCB": National Certification Body to which an applicant first applies to obtain a CB Test Certificate and a CB Test Report (CB Scheme)
- NCB "B" or "Recognizing NCB": National Certification Body to which an applicant applies to be granted its national certification approval on the basis of a CBTC previously granted by a NCB "A" aforementioned.

Further details on Issuing and/or Recognizing roles could be found on IECCE 02-2 "IECCE Membership" (Sections 3.1 "Recognizing NCBs" & 3.2 "Issuing and Recognizing NCBs")

The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and specifies localizations certificated by CERE.

The CERE Certificate can be reproduced in the original form, excepting the size that can be modified.

### CHANGES IN THE PLANT/PRODUCT

The certificated Client will inform duly CERE about any modification of the product or plant.

CERE will determinate if the changes require an additional inspection. The non-notification of the changes could be derivate in the suspension of the certificate.

The Client must inform CERE about changes that affect to the capability meet the requirements of the certification process. For example: critical changes in the quality system, organization and management, legal condition, commercial and organization of the property, factory address and contact.

Customer shall comply with all certification requirements including any change communicated by the certification Body.

### SUSPENSION OF THE CERTIFICATE

The certificate can be suspended by CERE during a maximum period of 6 months, in the following cases:

- If any infraction is produced in the contractual conditions, Certification Conditions or Rules that set the use of the certification trademark.
- It isn't made the adequate treatment of the non-conformities.
- If a bad use of the trademark is produced and it isn't corrected with the appropriate rectifications or other measures taken by the Client.



- The product or the installation doesn't comply with the certification rules, according to the applicable regulation.

The suspension of the certification will be confirmed by writing for the Client, indicating the conditions for the suspension lift. When those conditions were complied, it will take out the suspension and will be notified to the Client the restitution of the certificate.

CERE will have the information relative to the suspended certifications accessible to the public.

The Client won't identify as certificated and won't use the Certification Trademark while his certificate was suspended.

All the costs of the suspension and the restitution of the certification will be charged by CERE to the Client.

The Client has right of appeal (see appeals)

#### **ANULATION OF THE CERTIFICATE**

The certificate can be cancelled by CERE in the following cases:

- If the Client does not take appropriate actions in the event of cessation.
- If CERE ends its contract with the Client
- If the Client does not comply with his financial obligations.
- For requesting of the Client.

In the previous cases, CERE has the right to retire the certificate, communicating it to the Client with a writing.

CERE will have the information relative to the retired certifications accessible to the public.

CERE will not make any refund in case of annulation of the certificate.

The Client has the right of appeal (see appeals)

#### **ACCESIBLE INFORMATION TO THE PUBLIC**

CERE will give, when applicable, information that describes their process about their certification activities.

CERE will keep and have accessible to the public a list of the valid certificates where the name of the organization and the name of the certificated installation/product will be indicated.

CERE will give, when applicable, the way to confirm the validation of the given certification.

CERE maintains and makes available upon request the following:

- Information about the certification scheme, including evaluation procedures, rules and procedures for granting, maintaining, extending or reducing the scope, suspending, withdrawing or refusing certification.
- A description of the means by which the certification body obtains financial support and general information of the fees charged to applicants and to the Clients.
- A description of the rights and duties of applicants and Clients, including requirements, restrictions or limitations on the use of the certification body's name and certification mark and on the ways of referring to the certifications granted.
- Information about procedures for handling complaints and appeals.

CERE could advertise the granted certifications, if the Client does not want to do advertising of his certification, he must communicate before.

#### **COMPLAINTS AND APPEALS**

Received by Client:

Any deficiency, complaints or reclamation that the Client received relative to the products/installation certified by CERE and that affect to the conformity with the certification requirements, has to be registered and treated, documenting the taken actions, and having to be the available registers to CERE in the inspections.

Received by CERE:

CERE has the way for the treatment of the complaints (about the service given by CERE like the ones that could receive relative to the certificated systems) and appeals (about the decisions taken by CERE) that could be done. For that:

- It will give the reception by any writing way of complaints and appeals, requiring a clear exposition of the facts and identify of the issuers.
- It will do an acknowledge receipt of them
- It will be transferred to the Quality Manager and Certification Manager to evaluate its viability and to process to its treatment.
- It will inform to the involved, require an answer and make the appropriate investigations. The investigation can include extraordinary visits to verify the product that have to be certificated (these will be account of the Client)



- In case of appeals or complains about the certificated services, the decision will limit the concession, suspension or retirement of the certification scope.
- The result of the investigation will be put on knowledge of the certificated organization and, in case, of the complainer.
- In the case of a negative result, CERE reserves for itself to take measures like warning to the company, increase the frequency or duration of the inspections, or the suspension or retirement of the certificate.
- The Impartiality Committee of CERE will be informed about the complaints and appeals and their treatment.

#### APPLICATION

If it is applied a Offer, it will be required that the organization gives the necessary information. After analyzing that information, CERE will send a proposal with the documents certification conditions (CC) and application form, this one has the consideration of a contract and implies the knowledge and acceptance of the Certification conditions (CC).

#### RENOVATION

Installation:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period.

Product:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period.

#### ANNUAL SURVELLIANCE (only applicable to products not installations)

Every year customer shall provide to CERE an statement letter with the confirmation that any changes are done to the product certified (hardware and software) since the issuance of the product certificate.

#### LABORATORY TESTING

The laboratories that perform testing must have the accreditation according to the regulation of application according to the UNE-EN-ISO/IEC 17025 issued by an accreditation body.

CERE, as an accredited testing laboratory according to ISO/IEC 17025:2017, in order to make a declaration of conformity, we are obliged to apply ILAC-G8:09/2019. Guidelines on Decision Rules and Statements of Conformity. The criteria applied are as follows:

Tests under scheme CB.

For all tests performed for the CB scheme, the criteria are set out in IEC Guide 115 Ed. 3.0 2023-04 "Application of uncertainty of measurement to conformity assessment activities in the electrotechnical sector", Chapter 4 (4.3.3).

EMC Testing

EMC tests, the criteria for conformity are set out in the series of international standards CISPR 16 part 4 -2.

Grid connection and safety tests. For this type of test, the normative document already has included

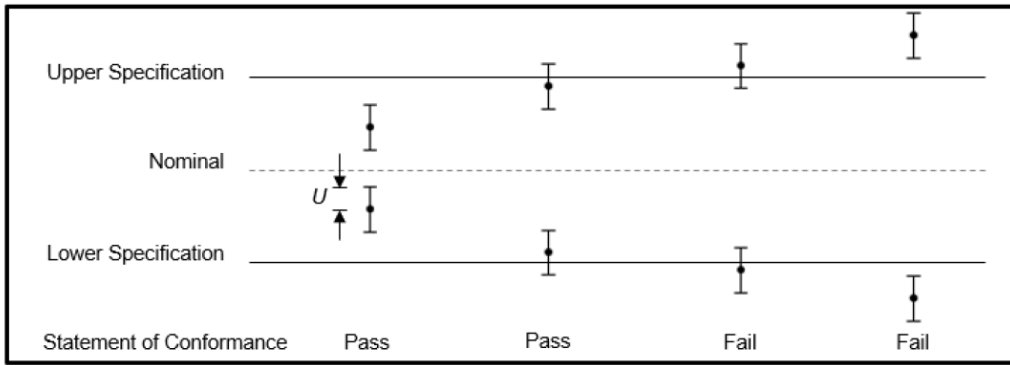
For all other tests (safety, medical, etc.) that are not according to the CB scheme and follow the provisions of ILAC-G8:09/2019, the decision rule is established as a binary statement for simple acceptance rule ( $w=0$ ). This implies that statements of conformity are reported as:

- Pass - the measured value is below the acceptance limit (AL),

$$AL = TL.$$

- Fail - the measured value is above the acceptance limit (AL),

$$AL = TL.$$



$U = 95\%$  expanded measurement uncertainty

For a simple acceptance rule ( $w=0$ ), the specific risk is  $< 50\%$  PFA (Probability of False Accept).  
 The laboratory may agree on other decision rules than those mentioned above upon the client’s request.

**ISSUE AND MAINTENANCE OF CERTIFICATION**

CERE will review the inspection reports, correcting actions, received complaints and any other relevant information, and will make the decision about the issue or not issue the certification of the product/installation. For products, except for NTS standard, it is needed the ISO 9001 certificate for the products under certification process and the statement letter from the client that they will maintain the ISO 9001 certificate during the validity of the product certificate issued by CERE, previously to the issuance of the certificate. ISO 9001 certificate must be issued by an accredited certification body according to ISO/IEC 17021-1 and the certificate must include the activity of manufacturing process of the product that CERE will certify.

All changes of the scheme will be evaluated by CERE and notified to the Client for the maintenance of the certificate.

**Plants**

The certificate will be valid for a period of 5 years since the date of approval of the concession/renovation of the certificate, in case that the plant has not been modified. Every change must be told with a signed document and directed to the certification manager of CERE.

**Product**

The certificate will be valid for a period of 5 years since the date of the approval of the concession/renovation of the certificate, in case that the product won’t be modified and the annual surveillance was consistent. Every change in that one will be told with a signed document and directed to the certification manager of CERE.

It will be kept in a list/ public directory of the certificated organization that will be given to everyone who apply for it.

In the event of a change in the version of the standard and/or the certification process during the validity of a certificate, the client will be informed in written communication of the changes and the scope of them. The evaluation of the changes will be carried out project by project by a member of the certification, simulation or testing department. Depending on the changes found, action can be taken as retesting, new factory inspection, or whatever needed to implement the change.

The person in charge of this notification will be the business manager.

**OTHERS**

CERE reserves to itself the right to change, add or delete this Certification Conditions without a previously notification and the Client must accept these changes.

The Client must comply with:

- In case of certification process to ongoing production, the certified product continues to fulfill the product requirements.
- Makes all necessary arrangements for:
  - The conduct of the evaluations and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location, area, personnel, and Client’s subcontractors.
  - Investigation of complaints.
  - Participation of observers, if applicable.
  - make certification statements consistent with the scope of certification

- The Client does not use its product certification in such way to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
- Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by CERE.
- if the customer supplies copies of the certification documents to others, the documents shall be reproduced in full or as specified in the certification scheme
- immediately after the suspension, withdrawal or termination of the certification, the customer will stop using it in all advertising material containing any reference to it, and take the actions required by the certification scheme (for example, the return of the certification documents) and take any other action that is required

### Law of Prevention

In accordance with the provisions of article 7 of RD 171/2004 of January 30, in the field of Coordination of Business Activities, where the duty of information of the incumbent employer is established, of the measures referred to the prevention of risks present in the Work centers, hereby we send you the following information of the risks to which workers may be subject in our facilities:

- Electric risk.
- Object falls.
- Blows and cuts.
- Falls of people at the same level.
- Fire.

The documentation related to risk prevention, and strictly necessary to perform work in our facilities, of the workers involved in the operations is:

- The risk assessment for the contracted service.
- Preventive activity planning for the contracted service
- Written accreditation of workers who have received training and information on the risks to which they will be affected.
- Appointment of the security officer if necessary fuse.
- Written accreditation of delivery of personal protective equipment to each worker.
- Medical qualification or waiver of recognition.
- Contract with own- or third-party prevention service or assumption by the employer.
- Mutual of work accidents
- TC1 and TC2
- Liability insurance
- Certificate of being up to date with social security payment

**INFORMATION IN COMPLIANCE WITH ARTICLE 13 OF REGULATION (EU) 2016/679** The data of the persons signing this contract will be processed by each of the entities they represent in order to execute the contract. These data will be kept for the legal periods of limitation of the responsibilities arising from the relationship of service provision that links both parties. The signatories have the right to request each of the entities responsible for processing access to their personal data, as well as their correction or deletion, at the addresses for notification purposes indicated in the heading of this contract. They also have the right to lodge a complaint with the competent supervisory authority if they believe that their data protection rights have been infringed.

**ANNEX 1 Certification agreement. Requirements established in ISO 17065, (4.1.2.2).**

The certification body shall ensure that its certification agreement requires the client to comply with at least the following:

- a) the client must always comply with the certification requirements, including the implementation of the appropriate changes when communicated by the certification body,
- b) if the certification applies to ongoing production, the certified product shall continue to fulfil the requirements of the product;
- c) the client must take all necessary measures to:
  - 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
  - 2) investigation of complaints and deficiencies;
  - 3) the participation of observers, if applicable;
- d) the client shall make claims regarding certification consistent with the scope of certification
- e) the client shall not use its product certification in such a manner as to bring the certification body into disrepute and shall not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
- f) upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- h) in making reference to its product certification in communication media such as documents, brochures or advertising, the client must comply with the requirements of the certification body or as specified by the certification scheme;
- i) the client must comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- j) the client shall keep a record of all complaints and deficiencies made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
  - 1) shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - 2) you must document the actions taken;
- k) the client shall inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.