

**NAVANTIA GENERAL CONDITIONS GOVERNING THE ACQUISITION OF
GOODS, EXECUTION OF WORKS AND SERVICES**

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1. PRELIMINARY NOTES

- 1.1 These general conditions will form an integral part and will apply to orders (hereinafter "orders") for the supply of goods, execution of works and provision of services, issued by Navantia and accepted by a third party (hereinafter the supplier), except for what is expressly regulated in the text of each order as specific conditions, which will prevail over the provisions of these general conditions.
- 1.2 The general conditions of the supplier, or any similar document, are not applicable to orders placed by Navantia. Both the order and these general conditions will be considered to have been accepted in all of their terms by the supplier.
- 1.3 The supplier may not assign all or part of the order to a third party without the prior written consent of Navantia. The supplier also may not subcontract all or part of the services that are the subject of the order with third parties without the prior written consent of Navantia.
- 1.4 The clauses, conditions, terms and deadlines that are established in the order are considered binding.

2. PRICE

- 2.1 The price includes: fees, related expenses, packaging, containers, models, etc., all expenses arising from inspections, tests and certificates required in the order, and all taxes except VAT.
- 2.2 In the case of failure to comply with all or part the order in accordance with its terms and conditions, Navantia may terminate it or demand compliance. If the supplier is unable to comply or if the time required to do so is not adequate to comply with the essential deadline agreed in the order, Navantia may accept the part that has been fulfilled, deducting, in this case, from the price, the unfulfilled amount, the amount of which will be invoiced at the same price that Navantia has set for that type of delivery of the corresponding goods, execution of work or service. In any of the cases mentioned here, Navantia will also be entitled to claim compensation for the damages and losses that by the failure to comply with all or part of the contract.
- 2.3 The price is fixed and may not be revised, notwithstanding possible adjustments as a result of changes that are agreed upon in accordance with the order and these general conditions.

3. PAYMENT METHOD AND CONDITIONS

- 3.1 Payments will be made by transfer 60 days after receipt of the goods or provision of services, as provided for in Law 15/2010 of 5 July, amending Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial operations. The provisions of article 4 of Law 15/2010, or regulations that replace it, will be followed to determine the payment deadline.
- 3.2 For the payment of any advance, the corresponding guarantee at first request will be required, for an amount equivalent to the advance, issued by a financial entity acceptable to Navantia, in accordance with the model provided by Navantia, which will be returned upon final receipt of the order.
- 3.3 The supplier must send the invoice to Navantia within thirty days of the date of actual receipt of the goods or the provision of services. If the supplier fails to submit the invoice within that period, Navantia may delay payment on the established period by an equivalent number of days to the delay. In any case, payment will never be made without prior receipt of the invoice.
- 3.4 The invoices must be issued against the tax address of Navantia, and must include all of the company's tax information. Failure to include this information could result in the invoice being returned.
- 3.5 Invoices will be sent exclusively by electronic means; printed invoices will not be accepted.
- 3.6 The invoices that are sent must include the order number assigned by Navantia regardless of the versions of the invoice that are generated, along with the line number of the order that is being invoiced. Where appropriate, the invoice will also indicate the delivery note numbers of the equipment, material or completion of the service. The documents sent to Navantia as invoices must meet the requirements of Royal Decree 1619/2012 – Invoicing Regulation, especially in its

article 6 in regard to the content of the invoice. Invoices must be dated after the delivery note or completion of the order. Any invoice that does not comply with the provisions of these general conditions and article 6 of Royal Decree 1496/2003 of 28 November 2003, will be returned to the supplier.

- 3.7 The supplier agrees not to assign to a third party the credit rights it may hold against Navantia under an order unless the rights derive from invoices previously accepted by Navantia. If the supplier fails to comply with this commitment, Navantia will be entitled to claim compensation for the damages caused.

4. TECHNICAL CONDITIONS.

- 4.1 The supplier agrees to complete the supply in full compliance with the standards and technical conditions specified in the order (specification and drawings), so that the object of the order is suitable for the purpose for which it was conceived.
- 4.2 The supplier undertakes to report any incidents that could lead to a possible delay in the supply chain or manufacturing as soon as they are detected.
- 4.3 In the case of goods and equipment, any description errors that are detected during the period of manufacture of the supply or in its technical documentation, as well as any omissions of essential elements that are usually provided according to the rules of best practice in the sectors of activity of Navantia so that the supply is adequate for the intended purpose as established above, will not exempt the supplier from correcting the error or from manufacturing, delivering or installing the essential element, material or equipment at its own expense.
- 4.4 In all cases, the supplier will establish and implement a control process that makes it possible to ensure the authenticity and compliance of the materials that are intended for a main project and of the goods and equipment that are supplied. This process must include a marking method that allows identification and traceability, which, when it requires specific characteristics, will be identified in the order notes.

In line with the aforementioned control process, all certificates received for any material or equipment must be from the point of origin, also including the supply chain certification, from the point of origin to the direct supplier of Navantia.

If there is any justified suspicion or falsification is detected in materials, goods or equipment, the supplier must replace them immediately, assuming all costs associated with this replacement.

The supplier understands that the falsification of materials, goods or equipment may constitute a crime and is required to inform its subcontractors involved in the execution of the contract of the existence of this criminal risk.

- 4.5 All supplies will be processed, inspected, tested and received in accordance with the conditions and specifications of the order. If Navantia detects the need to modify the technical characteristics or specifications, it will notify the supplier in order to reach an agreement and formalize the corresponding modification of the order.

4.6 If the supplier has to access restricted access areas (RAAs) or processes official classified information classified as secret, reserved or confidential, it must comply with the provisions of the regulations of the National Authority for the Protection of Classified Information and the guidelines published by the National Security Office. This involves having, at the signing of the order, the corresponding security authorisations for the company (HSEM) and its personnel (HPS), and if necessary, the establishment (HSES), for the execution of the works according to the degree of classification of the information to be handled, as indicated in Law 24/2011, of 1 August on public sector contracts in the fields of defence and security. After the order has been formalized, the supplier's classified information protection service must contact Navantia to proceed with the "Notification of Classified Contract". If the supplier is not Spanish, when the order is signed, there must be an international agreement between Spain and the supplier's country and this must be accredited by its National Security Authority for the handling of classified information.

If the supplier has to handle official classified information with limited distribution classification level, it must comply with what is specified in the standards of the National Authority for the Protection of Classified Information and in the guidelines published by the National Security Office. This involves having, when the order is signed, the obligations of the company contained in OR-ASIC-01-02.01 "Guidelines for the participation of companies in activities and contracts with limited or equivalent distribution levels".

If the supplier has to handle information classified by Navantia: reserved Navantia, confidential Navantia and confidential commercial information; it must sign the "Non-disclosure agreement" and its staff must sign the "Declaration of individual responsibility" to access to this information, as described in the internal procedure P-SE-002. The information handling must be carried out in accordance with the internal instruction I-SE-002, which regulates the management of the information classified by Navantia.

If information or material subject to regulation or control of third-party countries (ITAR, etc.) must be handled, the supplier must be required to comply with the necessary conditions (e.g.: signing a TAA if it is under ITAR regulation).

Any information that is handled as part of an order with Navantia must be treated with due care and reserve, and its use must be restricted to the purpose for which the information has been transmitted.

If, within the framework of this order, the contractor supplier performs any permitted subcontracting, the security requirements described in the previous paragraphs of this clause will be applicable to all subcontractors, at any level of the subcontracting chain, who will have access to the different types of information or areas described above, and express, written approval will be required prior to the subcontracting from Navantia, which may request information to ensure that the subcontractor with whom the negotiation is intended has the necessary qualifications to access, store or handle the classified information relating to the subcontract.

When accepting the order, the supplier is required to provide the relative information so that Navantia can evaluate the supplier's security risk, if so requested within the established period and to apply any compensatory measures that Navantia deems necessary to mitigate the risks. The supplier is also required to be in a position to allow any security audits that Navantia deems necessary.

Suppliers that provide services or solutions to Navantia for it to exercise its administrative powers through an information system and that is applicable to Royal Decree 311/2022, of 3 May which regulates the National Security Arrangement; must be in possession of the corresponding certification when the order is signed.

The supplier is required to notify Navantia as soon as possible of any security incidents or cyber incidents that affect the service, system or project/order information.

The supplier is required, when accepting the order, to respect all applicable standards of the Spanish Legal System and, in particular, those that refer to the prevention of occupational risks, safeguarding intellectual or industrial property and those related to the Ministry of Defence, where appropriate. Failure to comply with these requirements will result in the filing of the pertinent lawsuit by Navantia before the competent courts, in defence of its legitimate interests.

5. INSPECTION AND TESTS

- 5.1 When appropriate, the supply will be inspected by the bodies indicated in the order, and the corresponding certificates will be sent to Navantia, on behalf of the supplier.
- 5.2 The inspection and testing will be carried out in accordance with the requirements of the bodies indicated in the order and other technical specifications that accompany it. The inspection and testing – if any - to be carried out by the official agencies of the Ministry of Defence will follow the corresponding procedures.
- 5.3 Navantia and its clients or representatives will have free access to the workshops of the supplier or its subcontractors, duly authorized by Navantia, at any stage of the manufacturing and during working hours.
- 5.4 If the economic importance or technical complexity of the object of the order requires it, Navantia may arrange for the extended presence of an inspector in the supplier's workshops, for which it must provide adequate premises, internal and external communications, as well as the furniture and resources need for them to fulfil their mission.
- 5.5 When Navantia requires it, the supplier will send reports on the status of the work or manufacturing schedule.
- 5.6 Navantia will be notified of the exact place and date of the start of the tests with at least fifteen days' prior notice, in order to be able to schedule the travel of the technical staff. These tests will be carried out in accordance with the protocol that will have been sent to Navantia one month before for approval or objections,

and which will be prepared in line with the specification and technical conditions required in the order. At the end of the tests, these protocols, duly completed with the results of the test and signed by the attendees and with the pertinent observations, will be sent.

- 5.7 Unless otherwise indicated in the specific conditions, acceptance will take place in Navantia, so any order, even if it has satisfactorily passed the inspection carried out at the manufacturing location, that subsequently reveals defects, or whose tests or analysis carried out upon receipt in Navantia are not in accordance with the technical conditions, will be rejected.
- 5.8 If non-compliance with the technical conditions required by Navantia is detected in the tests or receiving of the order, Navantia may choose to:
 - a. Reject the order.
 - b. Accept the order, after discounting the amount to correct the defects, with an additional 10% as a penalty and to cover expenses, which will be deducted from the future pending invoices or constituted guarantees.
- 5.9 Navantia will not consider an order to be completed until all of the certificates and/or documents required in the order are in its possession.

6. GUARANTEE

- 6.1 Unless otherwise agreed, the supplier, in general, guarantees the order against any defects in materials, workmanship and design up to 36 months from receipt by Navantia, with the exception of supplies of digital content, whose guarantee will be 24 months, in accordance with current legislation.
- 6.2 The supplier agrees to replace or repair, at its own expense, any defective parts, and to cover the labour costs to disassemble and assemble them. The costs of travel, lodging, transport, return of the parts, etc., will be paid by the supplier, whether the repair is made in Spain or abroad.
- 6.3 When the nature of the supply requires it, the supplier agrees to provide the spare parts, or to provide alternative functional solutions, that guarantee the operation of the supply, that are needed for the supply for a period of not less than 10 years, counted from the date on which the product ceases to be manufactured.
- 6.4 If Navantia provides part of the material necessary to manufacture or complete the order, the supplier will be responsible for the material in the event of any damage caused to it during manufacture.
- 6.5 When indicated in the order, to guarantee compliance with the guarantee, Navantia will withhold 10% of the amount of the order. This withholding may be replaced by a bank guarantee or guarantee payable on first demand of the same amount, issued by a financial entity acceptable to Navantia and valid for the entire guarantee period indicated in section 6.1, and in accordance with the model provided by Navantia, which will be returned upon the definitive fulfilment of the conditions guaranteed in the order.

7. DELIVERY TIME, RECEIPT AND PENALTIES

- 7.1 All of the order documentation, including instruction books, technical information, drawings, diagrams, etc., must be delivered on the date indicated in the order.
- 7.2 If the supplier does not deliver the technical documentation or does not deliver what has been contracted within the stipulated deadlines, notwithstanding the provisions of clauses 2.2 and 5.8 of these general conditions, Navantia will apply the following penalties on the agreed price:
- The first week of delay will be exempt from penalty, unless this period is exceeded. In this case, for this first week of delay, one percent (1%) of the total amount of the order would be applied.
 - Two percent (2%) of the total order amount for the second week of delay.
 - Three percent (3%) of the total amount of the order for the third week of delay.
 - Four percent (4%) of the total amount of the order for the fourth week of delay.

The accumulation of penalties for this concept may not exceed ten percent (10%) of the total amount of the order.

In orders considered to be basic for Navantia or that have a decisive impact on the main contract, special conditions may be established and the penalty will be expressly indicated in the specific conditions of the order. Navantia may compensate the accumulated penalties with any payment pending with the supplier or with any other future payment stipulated in another order, as well as with the partial or total execution of the guarantee constituted in favour of it by virtue of the current order or of any other future or pending order.

- 7.3 When the total of the applicable penalties reaches ten percent (10%) of the order amount (the maximum penalty limit), Navantia may terminate the order without notice. Navantia reserves the right to demand the corresponding compensation for this non-compliance.
- 7.4 The receipt of the order will take place when all of the delivery conditions have been met and all inspections, tests, checks, etc. have been carried out by Navantia, in accordance with the provisions of the order and these general conditions. From this moment, ownership and risk pass of the supply are transferred to Navantia.

8. FORCE MAJEURE

- 8.1 Events or circumstances that could not be foreseen or could not be avoided, such as war, military mobilization, fire, sea damage or extraordinary acts of nature, are considered to be force majeure. Strikes, lockouts or any other type of labour disputes that exceed the scope of the parties will be considered force majeure, understanding as the scope of the parties, the conflicts that affect Navantia or the supplier or their own sectors.

8.2 The occurrence of any of these events or circumstances of force majeure will exempt the supplier from liability for delays in its activity, although the supplier will be required to minimize the consequences caused by the aforementioned facts or circumstances.

8.3 If the supplier is affected by any of these events or circumstances of force majeure, it will immediately notify Navantia in writing, within five (5) days, communicating the appropriate details in this regard and making an estimate of the delay that such an event will cause in the execution of the scope of supply.

Failure to send this notification and the estimate of the delay will prevent the supplier from being able to claim the circumstance of force majeure as justification for delays or non-compliance in the execution of the scope of supply.

In any case, the notification made by the supplier does not necessarily imply the acceptance of its terms by Navantia.

8.4 If all or part of the scope of supply is delayed or interrupted as a result of force majeure for more than 30 days, Navantia may terminate this order, with the exercise of this right of cancellation not entailing any obligation of compensation in favour of the supplier, except for the payment of the amount corresponding to the part of the scope of supply that may be applicable that has already been delivered at the time of notification of the resolution.

9. INSTRUCTIONS FOR DELIVERY OF THE SUPPLY COVERED BY THE ORDER

9.1 The delivery location will be the one indicated in the order, so the supplier will be responsible for the transport and delivery until Navantia takes charge of it at the delivery location that has been specified in the order.

9.2 The delivery of the supply by the supplier will comply with the following rules:

- If the shipment consists of multiple packages, they must be properly identified on the outside.
- It is essential that the corresponding delivery note be sent with each shipment.
- Each delivery note must include at least the following information:
 - Identification of the supplier: company name, address and Tax ID.
 - Delivery note number.
 - Date of delivery note.
 - Navantia order number.
 - Gross and net weight of the shipment.
 - Tariff heading of the goods to be sent to a level of 8 digits (Combined Nomenclature).
 - Determination of the origin of each good that is being shipped.
 - For each item: number of packages it contains, material code (the one that corresponds to it according to the order), description (from the

order), quantity, unit of measurement (number, kg, l, etc.), serial number (if any), lot (if any)...

- 9.3 The material must be identified individually with a label containing at least the order number, position number, material code number and Navantia serial number (if it is traceable). If provisional labels are available for this material sent together with the order, they must be used.
- 9.4 For material coming from outside the EU, customs processing documents must be sent prior to shipment. These documents may include but are not limited to: commercial invoice, packing list, bill of lading, shipping insurance policy, EUR-1 certificate, as appropriate.
- 9.5 All shipments of material originating in any EU country must be accompanied by a pro forma invoice indicating the supplier's details, including its address and VAT number, the information referring to the delivery note and the valuation of the goods for the purposes of declarations as intra-Community traffic of goods.

10. JURISDICTION

- 10.1 All questions relating to the interpretation and application of the order and these general conditions will be handled in accordance with Spanish law.
- 10.2 All questions that arise on the interpretation and compliance with the conditions stipulated in the order, as well as any claims that may arise regarding it and its acceptance, will be submitted to the Courts and Tribunals of the city where the Navantia work centre to which the supply was delivered is located, expressly waiving the supplier's own jurisdiction.
- 10.3 Notwithstanding what is indicated in the previous section, and if expressly agreed to between the parties, any dispute arising from the order may be decided in accordance with the provisions of Law 60/2003, of 23 December on Arbitration, or the law that is in force in Spain when the parties submit to the Arbitration, by one or more arbitrators appointed in accordance with those rules. Also, when the supplier does not have Spanish nationality, the parties may expressly agree to the acceptance of the arbitration procedure according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in this case with the action taking place in a previously specified country foreign to all of the contracting parties. In any case, the arbitrators will rule in accordance with the law.

11. TERMINATION

- 11.1 Navantia may cancel the order, in addition to in the cases provided for by law, in any of the following circumstances:
 - Termination or cancellation of the main work contracted by Navantia with a third party, for which the object of the supply of the order was intended.
 - Failure of the supplier to comply with the technical requirements established in the order, as well as any serious or repeated non-compliance of any other obligation under this order.

- Unfavourable economic-financial situation of the supplier that objectively puts the fulfilment of the order at risk; non-payments to suppliers, workers or suppliers/subcontractors.
- Imposition of the maximum limit of penalties on the supplier or significant delay in the completion of milestones that in Navantia's opinion prevents the supplier from completing the supply on the scheduled date or that prevents the achievement of milestones in other works (including third-party works).
- Suspension of the supply execution works for more than 30 calendar days due to force majeure.
- Failure by the supplier to comply with the minimum standards and requirements established by Navantia on environmental management, insurance, social and labour obligations, occupational risk prevention, industrial safety and quality.

11.2 The supplier will be entitled to terminate the order and suspend the work in progress if Navantia is late in the payment of the milestones that may be due to it in accordance with the terms of this order or for a period exceeding ninety (90) days with respect to the established payment term.

11.3 When the termination is due to non-compliance of any of the parties, the party that intends to exercise its right to cancel the order, will notify the other party in writing and will grant the non-compliant party a period of thirty days to correct the non-compliance.

11.4 Consequences of termination:

- In the event of termination by dissolution or termination of the main work contracted by Navantia with a third party, for which the supply covered by the order was intended, Navantia will compensate the supplier for the direct and duly documented expenses incurred in the execution of the supply covered by the order;
- In the event of termination due to non-compliance by the supplier, Navantia may claim from the supplier any damages that may have been caused to it due to the non-compliance;
- In the event of termination due to force majeure, the provisions of clause eight will apply;
- In the event of termination for reasons other than the above that are not attributable to the supplier, Navantia will compensate the supplier for the direct and duly documented costs incurred in the execution of the supply, increased by a percentage to be agreed upon by the parties, which in no case will exceed 5% on the amount of the aforementioned direct and documented costs, as compensation for damages.

12. DATA PROTECTION

Navantia informs the representatives who sign the order that their personal data will be included in each of the files under the responsibility of each of the parties,

for the purpose of maintaining their contractual relations, and it is essential that the representatives provide their identification information, the capacities of representation they hold, ID numbers or equivalent documents and their signatures.

The parties also agree that they will comply with the duty of information with respect to the employees whose personal data is communicated between the parties to maintain and fulfil the contractual relationship.

The legal basis that legitimises the processing of the data of the interested parties is the need for the formalization and execution of the order.

The data will be kept during the term of the order and, subsequently, for 15 years in order to respond to the possible fiscal, administrative or criminal responsibilities arising from the contractual relationship.

In any case, the parties affected may exercise their rights of access, rectification, cancellation/deletion, opposition, limitation and portability before the corresponding party by sending communication in writing to the registered office indicated at the beginning of this document, providing a photocopy of their ID or equivalent document, and specifying the requested right. Also, if any of the parties considers their right to the protection of personal data to be violated, they may file a claim with the Spanish Data Protection Agency (www.aepd.es).

13. PREVENTION AND ENVIRONMENT

The supplier must guarantee compliance with the Occupational Risk Prevention Legislation that is applicable to it, and Navantia may request or verify proof of this compliance at any time.

The supplier of chemical substances and preparations must certify that they are registered in accordance with current regulations and attach the safety data sheets. All materials will also be supplied with their handling instructions.

The supplier will identify and certify that all the chemical substances and preparations that need to be used in the processes that are covered by the order, in Navantia's facilities, are registered or have been previously registered in accordance with current regulations and will attach the safety data sheets

The supplier must guarantee compliance with the applicable environmental legislation, and must provide Navantia with documentary evidence upon request.

The supplier will be responsible for adopting the necessary preventive and corrective measures to reduce the environmental risk associated with its activity, in accordance with the principles of the "Navantia Environmental Policy" (available at <https://www.navantia.es/es/sostenibilidad/>).

14. ANTI-CORRUPTION

14.1 The supplier declares that it is aware of the Spanish and international legislation applicable to international commercial transactions, in particular the 2003 United Nations Convention against Corruption, the 1997 OECD Convention to Combat Bribery of Foreign Public Officials in International Commercial Transactions and

the Recommendations of the OECD Council on bribery and anti-corruption legislation of the countries in which it operates.

The supplier also declares that it is aware of Navantia's Business Conduct Code and agrees to comply with it and enforce it with its workers and collaborators.

14.2 The supplier declares that it has not been convicted by final judgement in any case or investigation for corruption – in the broadest sense. While the contractual relationship is maintained, Navantia must be informed if any type of procedure or investigation related to corruption - in the broadest sense - is initiated against the supplier.

14.3 The supplier agrees to respect and comply with the applicable regulations in the country where this order is to be executed, in particular, the supplier agrees to:

- Comply with international standards in relation to bribes to Spanish and foreign public officials, as well as any other international regulations that may affect the contracts or the obligations acquired or assumed as a consequence or in relation to this order.
- Not offer or give gifts, presents, offers or promises that could corrupt or try to harm, directly or indirectly, any authority belonging to international organizations, public officials or employees of public institutions or public companies for their benefit or for the benefit of any other third party with the aim of eliciting an action or omission in the exercise of their public functions in order to obtain or maintain a firm contract or other irregular benefit in the performance of international economic activities.
- Not accept demands or proposals of the nature defined in the previous paragraph, coming from those authorities, public officials or employees, either directly or indirectly.
- Impose on any natural or legal person acting on its behalf or interest for the fulfilment of this order, the obligation to comply with the rules and obligations established in the previous sections of this clause.

14.4 From time to time, and whenever Navantia requests it, the supplier must inform Navantia, to the extent that Navantia deems necessary, in regard to its compliance with the rules and obligations established in this clause (comite_cumplimiento@navantia.es). To avoid doubt, Navantia reserves the right to implement audit and verification programs to ensure that the supplier complies with its obligations.

14.5 If the supplier fails to comply with the requirements mentioned in this clause, or if the supplier is convicted in a proceeding involving corruption, this contract will be automatically terminated and Navantia will be released from its commitments and obligations towards the supplier.

Likewise, the initiation of an investigation or procedure against the supplier for corruption may be grounds for terminating the contract.

14.6 The Supplier will be solely responsible for non-compliance with the obligations contained in this clause and will hold harmless and indemnify Navantia from all

possible consequences of its non-compliance. All without detriment to any other legal action that Navantia deems necessary.

14.7 The supplier will be required to comply with the commitments and obligations of this clause, which reflects Navantia's policy, regarding compliance with the legislation on bribery and anti-corruption, both in Spain and in the countries in which it operates.

15. TRANSPARENCY LAW

As a public enterprise, Navantia is subject to Law 19/2013, of 9 December on transparency, access to public information and good governance, which establishes that companies subject to this Law must make the information on their contracts, among other information, public. To this end, they must indicate at least the following points:

- object, duration,
- the amount of the tender and award,
- the procedure used for the tender,
- the instruments used to publicize the tender, if applicable,
- the number of bidders who participated in the procedure
- the identity of the successful bidder,
- amendments to the contract.

In this sense, the supplier must be aware of and accept Navantia's obligation to publish this information.
