

- 1 Scope**
- i. These General Conditions of Sale apply to all offers, orders, sales, supplies, provisions, deliveries of goods and provision of services provided to the PURCHASER by PASEK ESPAÑA S.A.U and to any related operation or service.
  - ii. The PURCHASER'S general conditions of sale will not apply where they differ from these conditions. The PURCHASER's acceptance of supplies or services, and even its payment, will not involve the approval of the PURCHASER's conditions of sale in any case.
  - iii. Where the PURCHASER accepts an offer made by PASEK ESPAÑA S.A.U, it is deemed that it has fully accepted the conditions herein without the possibility to refer to its own contractual conditions.
  - iv. Should PASEK ESPAÑA S.A.U accept in writing the PURCHASER's general conditions and such conditions differ from the provisions of the conditions herein, the latter will preferentially apply, overriding any clause contrary to the conditions herein.
  - v. The General Conditions of Sale are acknowledged and accepted by the PURCHASER and are part of the contract or order requested to PASEK ESPAÑA S.A.U, and they will be available on the company's website for the knowledge and implementation thereof in their current latest version.
  - vi. These conditions for an agreement, program or order are in force until further notice.
  - vii. Any offer issued by PASEK ESPAÑA S.A.U for the PURCHASER is based on the General Conditions of Sale attached and the transaction will be conditional upon the acceptance thereof.
  - viii. Where the PURCHASER places an order, it is deemed that it has fully accepted the conditions herein without possibility to refer to its own general conditions of sale and the conditions herein will always prevail. In no case will it be considered that PASEK ESPAÑA S.A.U has accepted any conditions other than those set herein.
  - ix. Services, repairs, assemblies, works, installations and building works (hereinafter, the Services) to be executed by PASEK ESPAÑA S.A.U are governed by these General Conditions, unless otherwise expressly agreed in the corresponding offer or contract or in the acceptance of the order, which will constitute the special conditions thereof.
  - x. The following PASEK ESPAÑA S.A.U's documents are an integral part of these conditions: the quality agreement, the manual and instructions on occupational safety, the manual on environmental protection, the manual on social responsibility, the code of conduct and criminal prevention, instructions and recommendations about logistics and the delivery and packing rules by PASEK ESPAÑA S.A.U. The PURCHASER states and accepts that it has been able to access such documents and undertakes to faithfully comply with such rules.
  - xi. In these Terms and Conditions of Sale, "PASEK ESPAÑA S.A.U" means any company under the control of the said company or its associates, in Spain or out of the national territory. "PURCHASER" means the individual or legal entity that places the order and that will be the end CUSTOMER of the goods and services provided by PASEK ESPAÑA S.A.U. "Goods or services" means the products supplied and the services provided by PASEK ESPAÑA S.A.U, as they are described in PASEK ESPAÑA S.A.U's order confirmation.
- 2 Conclusion of the contract**
- i. Offers submitted by PASEK ESPAÑA S.A.U are valid since their issue until the date specified by PASEK ESPAÑA S.A.U therein, regardless of the provisions set in the order.
  - ii. Offers submitted by PASEK ESPAÑA S.A.U will be valid until the specified validity date of the offer. Should no date be specified, the offer will be valid for one (1) month since the date it was sent by PASEK ESPAÑA S.A.U. In case there is no agreement on the offer and PASEK ESPAÑA S.A.U has not received any order from the PURCHASER, the offer will be considered cancelled after such period.
  - iii. The PURCHASER's requests to cancel or modify the offer, once PASEK ESPAÑA S.A.U has received it, will not be taken into consideration unless the latter approves such request in writing.
  - iv. Once the offer has been signed, the PURCHASER shall accept the offer or place its order within the periods set for it and such order will not involve any change of conditions not accepted by PASEK ESPAÑA S.A.U.
  - v. All orders placed by the PURCHASER must be in writing and they will be confirmed in writing, subject to these Conditions of Sale.
  - vi. The PURCHASER's requests to cancel or modify the order, once the confirmation has been sent, will not be taken into consideration unless PASEK ESPAÑA S.A.U has received such request in writing before starting stockpiling material or manufacturing or executing works and always provided they are made within five (5) calendar days since the order was sent. However, in such cases, PASEK ESPAÑA S.A.U may invoice, totally or partially, the costs in which it has already incurred as a result of the initial order.
  - vii. All offers made by PASEK ESPAÑA S.A.U and all orders issued by the PURCHASER must be confirmed in writing by PASEK ESPAÑA S.A.U. It will only be deemed that a binding contract has been entered into once PASEK ESPAÑA S.A.U has accepted the order in writing and issued the corresponding order confirmation.
  - viii. Orders will be, where appropriate, ratified by PASEK ESPAÑA S.A.U by issuing a written confirmation of the order. After thirty (30) calendar days since the receipt of the order, if there is no reply from PASEK ESPAÑA S.A.U, it will be considered that the PURCHASER's order has been rejected.
  - ix. The scope of supplies and services only includes those expressed by PASEK ESPAÑA S.A.U in the confirmation. Any others not explicitly included in the order approved by PASEK ESPAÑA S.A.U, and which are necessary for its execution, will be at the PURCHASER's expense.
  - x. Should the details of the goods or services described in the offer made by PASEK ESPAÑA S.A.U differ from those expressed in the Order confirmation, the latter shall prevail.
  - xi. Once the order has been confirmed, PASEK ESPAÑA S.A.U will issue the delivery note of the product. The delivery notes processed within the framework of a larger program or order of PASEK ESPAÑA S.A.U will be always binding for the PURCHASER, since the delivery program has been accepted.
  - xii. Contracts, programs and orders issued by PASEK ESPAÑA S.A.U in writing will be firm and final where the latter sets so and they may not have alterations, corrections or deviations save for those requested and authorized by PASEK ESPAÑA S.A.U in writing.
  - xiii. Any engineering service, technical advice, technical support, communication or know-how license or other similar items will be expressly excluded from PASEK ESPAÑA S.A.U's offer or confirmation, unless they are expressly established in writing in the scope of the offer or in the order confirmation. Any technical opinion not included within the scope of the contracted services provided during the execution of the works by PASEK ESPAÑA S.A.U or any of its employees will be considered for mere illustration purposes and PASEK ESPAÑA S.A.U will not be held liable therefor.
  - xiv. PASEK ESPAÑA S.A.U reserves the right to make minor alterations to the goods or services before their delivery, provided the benefits, the price or the delivery date are not adversely affected.
  - xv. The contract will come into force on the date of PASEK ESPAÑA S.A.U's confirmation of the Order or on the date of performance of all the conditions set in the contractual document, whichever is later.

**3 Prices and conditions**

- i. Once the offer or the order has been confirmed by PASEK ESPAÑA S.A.U, the prices of the goods and services are considered fixed and not subject to revision, unless further changes in the scope of the contract involve any difference from the scopes set in the offer, with PASEK ESPAÑA S.A.U's written authorization.
- ii. Prices set in the offer are understood under ex works conditions (Incoterms 2010 ICC or the latest current version), not including fees, taxes and other levies, Value-Added Tax or any other similar tax or other, nor duties, taxes or other similar charges with regard to the performance of the Contract. Should the conditions be altered, the prices of the offer may be revised.
- iii. If, once the contract with PASEK ESPAÑA S.A.U is valid, the PURCHASER rejects the delivery of goods or provision of services on the agreed date, PASEK ESPAÑA S.A.U will be entitled to consign the goods and withhold the final delivery of services, and to immediately invoice them according to the agreed conditions and proceed to collect the payment.
- iv. The prices of the products or services that may be added in addition to the contracted services, both for staff and use of machinery, transportation, consumer goods, etc., will not be included in the final price and will be based on PASEK ESPAÑA S.A.U's general fees at market prices and they will be invoiced separately to the customer.

**4 Conditions of performance**

- i. PASEK ESPAÑA S.A.U's obligations shall be performed in accordance with the usual practice of the company; a tolerance range between the quantities and/weights of the products supplied and those set in the order may exist up to 5% of the contracted total. These differences will not entail the cancellation of the Contract, but only a decrease or increase in the amount to be paid proportionally to such difference.
- ii. The weights and dimensions stated in PASEK ESPAÑA S.A.U's catalogues and data sheets are always average values. The products supplied may not tally with such data according to usual tolerances.
- iii. The weights invoiced by PASEK ESPAÑA S.A.U will be the weights resulted from weighing the quantity supplied upon shipping at the premises of PASEK ESPAÑA S.A.U. The PURCHASER shall accept them if they fall within the administrative tolerance limits prescribed for measuring devices.
- iv. Casts and equipments specifically created for the execution of an order will be fully invoiced to the PURCHASER. According to the usual practice of this profession, PASEK ESPAÑA S.A.U shall keep them for a period of three (3) years in the same conditions in which they were upon the completion of the first production series.
- v. The packaging of products will be invoiced to the PURCHASER as a supplement. There is no amount on deposit for packagings, which are not to be returned to PASEK ESPAÑA S.A.U.
- vi. The PURCHASER shall carry out, timely and appropriately, at its own expense and under its own responsibility, the necessary preparatory works so PASEK ESPAÑA S.A.U can provide the Services according to the agreed conditions and dates.
- vii. The PURCHASER shall furnish PASEK ESPAÑA S.A.U with the necessary documentation (drawings, plans, specifications, etc.) and the appropriate planning of the works for which it is responsible, so PASEK ESPAÑA S.A.U can provide correctly and with no interference the goods and services contracted. All the documentation and records required of PASEK ESPAÑA S.A.U will be in Spanish, unless otherwise agreed in writing with the PURCHASER.
- viii. The cost of obtaining samples as well as the laboratory trials thereon will be borne by the PURCHASER. PASEK ESPAÑA S.A.U undertakes to maintain and preserve them

during the warranty period and, at most, up to 12 months after the completion of the works.

- ix. If the PURCHASER undertakes to provide the necessary auxiliary staff for certain works related or ancillary to the delivery of goods or provision of services, such staff shall be duly qualified. PASEK ESPAÑA S.A.U will not be liable for any of such works or for the legal and labor obligations of such staff.
- x. The PURCHASER shall obtain at its expense and under its responsibility all the permits and authorizations necessary for PASEK ESPAÑA S.A.U to provide the goods and services in accordance with the governing regulations. The PURCHASER shall keep PASEK ESPAÑA S.A.U informed at all times about the current laws corresponding to technical, safety and construction issues and any other kind of regulation that may be relevant for the performance of the contract at the place where the goods, services or works are going to be delivered, provided it is different from PASEK ESPAÑA S.A.U's tax domicile.
- xi. The PURCHASER is bound to cooperate with PASEK ESPAÑA S.A.U for the perfect development of the works in aspects such as personal safety, safety of the goods and availability of its technicians, among others.
- xii. The working day, unless otherwise agreed by the parties, will be calculated by PASEK ESPAÑA S.A.U. Both the price and the delivery date will be based on such working day. Any change therein decided by the PURCHASER may result in a change in the price. In any case, the working day of PASEK ESPAÑA S.A.U's employees, in terms of duration, pauses and breaks, etc., will be adjusted to the current labor laws and the agreements of its sector. If, for reasons beyond PASEK ESPAÑA S.A.U's control, the executed working day was shorter than the legally-set working day without having been considered in the offer, PASEK ESPAÑA S.A.U will invoice the legally-set working day. The PURCHASER will be responsible for furnishing PASEK ESPAÑA S.A.U with information on risks related to the area where the works are going to be executed, as well as the established emergency plans, so PASEK ESPAÑA S.A.U can inform its employees about risks. PASEK ESPAÑA S.A.U is empowered to carry out the necessary safety measures and give instructions so in case of serious and unavoidable danger, workers can interrupt their activity and PASEK ESPAÑA S.A.U may even halt the execution of the services if it deems that the safety of the staff is not guaranteed. This suspension of works will have the same economic consideration as a suspension for causes beyond PASEK ESPAÑA S.A.U's control.

**5 Impossibility of performance**

- i. In case of force majeure or act of God, as well as any manufacture or exploitation incident, which may result in direct or indirect consequences on the deliveries or provision of services, PASEK ESPAÑA S.A.U's obligations will be immediately suspended without entailing any compensation for the PURCHASER.
- ii. The period for executing the Services is the one set in PASEK ESPAÑA S.A.U's offer or in its confirmation and it may be altered where the PURCHASER:
  - 1. requires variations in the order which are accepted by PASEK ESPAÑA S.A.U and which require an extension of the execution period, according to PASEK ESPAÑA S.A.U's judgment;
  - 2. has not complied with the preparatory works, obligations, works, services or supplies which are not the exclusive responsibility of PASEK ESPAÑA S.A.U;
  - 3. has not obtained the permits and authorizations necessary for the contracted delivery or service; has breached any payment obligation;
  - 4. is involved in circumstances that hinder or delay the performance of the contract for a cause that is not directly attributable to PASEK ESPAÑA S.A.U;
- iii. In the aforementioned cases, the postponements of the performance period of the contract will not alter the payment schedule. In case payments were associated with

the performance of milestones, the original milestone schedule will be used as reference for making the payments.

- iv. If, for causes beyond PASEK ESPAÑA S.A.U.'s control, an incident or situation forcing to suspend the execution of the works occurs, PASEK ESPAÑA S.A.U will receive from the PURCHASER financial compensation for the lost hours, staff travel, allowances, immobilization of equipments and tools, etc. which covers the economic loss this unplanned suspension may cause PASEK ESPAÑA S.A.U.
- v. If, for reasons beyond PASEK ESPAÑA S.A.U.'s control, the PURCHASER decides to permanently suspend the performance of the Services, a plan for the orderly suspension thereof shall be jointly agreed. Likewise, the PURCHASER shall financially compensate PASEK ESPAÑA S.A.U for the total damages this final suspension may cause it.
- vi. PASEK ESPAÑA S.A.U will not be bound to deliver goods or to provide services or technology until the date on which it receives the applicable permits or licenses regarding import and export control that may be in force in the United States of America, the European Union or the jurisdiction in which PASEK ESPAÑA S.A.U's office is registered or where it is providing its services. If, for any other reason, the mentioned licenses, authorizations or exemptions were revoked or no longer apply and this entailed PASEK ESPAÑA S.A.U's impossibility to perform its contractual obligations or the risk that PASEK ESPAÑA S.A.U may be held liable under the applicable law, PASEK ESPAÑA S.A.U will not be bound to comply with the provisions derived from the Contract and no liability will be derived from this fact.
- vii. In the event the performance of the obligations be suspended or delayed for the described reasons for more than 180 consecutive calendar days, any of the parties may terminate, without being held liable against the other party, the part of the contract that was left to be performed by sending a written notice to the other party, provided the PURCHASER pays the reasonable costs for any works that were being executed and the price for all the delivered goods or provided services as of the date of notifying PASEK ESPAÑA S.A.U the PURCHASER's contractual termination.

**6 Deliveries**

- i. Unless otherwise agreed in writing, the products and services sold by PASEK ESPAÑA S.A.U are delivered at the factory (EXW) of PASEK ESPAÑA S.A.U (Incoterms 2010).
- ii. In any case, according to the provisions defined in the applicable Incoterm, upon delivery, the risks of the goods subject matter of the contract are automatically transferred to the PURCHASER, even though the price of the products had not been fully paid, without prejudice to the right of retention of title expressly set by PASEK ESPAÑA S.A.U.
- iii. The times for the delivery of goods and provision of services stated by PASEK ESPAÑA S.A.U are estimated and for illustration purposes and, accordingly, they do not bind PASEK ESPAÑA S.A.U or result in the annulment of the Contract, deductions or damages in case a delay for cause occurs, since time is not the essence of the contract.
- iv. The products delivered by PASEK ESPAÑA S.A.U to the carrier are considered to be in accordance with the agreed conditions. Should the products be damaged during transportation, the PURCHASER shall: a) express its reservations in writing in the transport document to the person responsible thereof, within the legally set period, b) confirm its reservations by means of registered letter with acknowledgment of receipt to the contractual carrier, to the actual carrier, to the insurance company and to PASEK ESPAÑA S.A.U; and c) bring all the possible actions against the entities responsible for the damage.
- v. The PURCHASER shall make sure that the products or services provided by PASEK ESPAÑA S.A.U are in accordance with what is stated in the order and it shall

report to PASEK ESPAÑA S.A.U any claim upon delivery, in case of visible faults, or within 4 days after the delivery of the products, in case of hidden faults. The PURCHASER may not reject or return the products or services unless PASEK ESPAÑA S.A.U has expressly approved it in writing. Should PASEK ESPAÑA S.A.U deem that the products or services are not in accordance with the order, it may choose between replacing them or else refund the PURCHASER their price, excluding any other compensation or indemnity.

**7 Delivery times**

- i. Unless otherwise set in PASEK ESPAÑA S.A.U's offer or confirmation, all delivery periods for goods or services will be indicative and they will start on the effective date of the Contract, stated by PASEK ESPAÑA S.A.U
- ii. The delivery periods for goods or services stated by PASEK ESPAÑA S.A.U are estimated and for illustration purposes and, accordingly, they do not bind PASEK ESPAÑA S.A.U or result in the annulment of the Contract, deductions or damages in case a delay for cause occurs, since time is not the essence of the contract.
- iii. Should PASEK ESPAÑA S.A.U default on the performance of any of its obligations by virtue of the contract due to causes related to the PURCHASER or its collaborators, the delivery or completion period for the works and the price will be proportionally adjusted as a consequence. In such case, should the PURCHASER not accept the delivery of goods or services or fail to give proper instructions for the delivery of the Merchandise, PASEK ESPAÑA S.A.U will be entitled to deposit the goods and suspend the services, at the PURCHASER's expense, until the latter accepts the situation.

**8 Conditions of payment**

- i. The payment shall be made according to the method and conditions set in the offer or order confirmation, against the issue of PASEK ESPAÑA S.A.U's corresponding invoice. Should the offer or confirmation not give instructions, the payment shall be made by bank transfer net 30 (thirty) days, starting from the issue of the invoice, at the latest.
- ii. In the event PASEK ESPAÑA S.A.U gives the PURCHASER special conditions of payment based on the PURCHASER's financial situation and such situation substantially changes, leading PASEK ESPAÑA S.A.U to fear a credit deterioration, the latter will be entitled to revoke such conditions at any time and apply the aforementioned usual conditions of payment or else request a bank guarantee that fully covers the outstanding debt. Should the PURCHASER's financial ability to timely pay the purchase price of the Products be diminished or put into question, PASEK ESPAÑA S.A.U may refuse to make deliveries of goods or services and suspend them until it considers that the payment of the contract is guaranteed.
- iii. The PURCHASER's failure to meet any of the agreed payment dates will entitle PASEK ESPAÑA S.A.U to suspend the deliveries of goods and services until the outstanding payments are settled or guaranteed, as well as to pass on the PURCHASER the expenses and damages caused by this suspension (i.e. staff reorganization expenses, rental of auxiliary means, etc.). Once the payments have been settled or guaranteed, PASEK ESPAÑA S.A.U will have a minimum of seven (7) days to reorganize its staff and resume the deliveries, services or works.
- iv. If the PURCHASER defaults on the payments, it will result in the following consequences:
  - a) The accrual of default interests for the default payment. Thus, the PURCHASER shall pay PASEK ESPAÑA S.A.U, without any request and from the date on which the payment is due, those interests that will be calculated applying a three-month (3) EURIBOR interest rate for the default period, plus a quarterly eight per cent. The payment of these interests will not release the PURCHASER from the obligation to make the rest of the payments under the

agreed conditions, starting from the due date until the due amount has been fully paid.

- b) The early due date of all the outstanding amounts. The payment thereof may be demanded immediately, together with any other that may be due for any other reason.
- c) The suspension of all ongoing orders, without prejudice to any other legal action.
- v. In case of conflicts related to the delivery, the PURCHASER shall report to PASEK ESPAÑA S.A.U any discrepancy related to the invoices within five (5) days since its receipt. The fact that the PURCHASER submits a claim does not entitle it to any suspension or deduction in the agreed payments.
- vi. Unless otherwise agreed in writing, deliveries of goods will be invoiced at any moment after the signing of the contract and services will be invoiced monthly in arrears.

#### **9 Retention of title**

- i. The products and services will be fully owned by PASEK ESPAÑA S.A.U until it has received the total payments set in the contract, since it reserves the express title thereon up to such moment.
- ii. The PURCHASER cannot sell the received products or services before making the total and full payment to PASEK ESPAÑA S.A.U, since it has created a right of special disposal against third parties thereon, being the PURCHASER bound to execute all the necessary actions for the correct validity and efficacy of such covenant, regardless of the location of the goods or provision of services.
- iii. If products or services are not fully paid and they are transformed or included in other goods or services or works, PASEK ESPAÑA S.A.U will have full right of execution and privilege of retention or disposal on such products and services, whether they are transformed or included in others or not, with respect to the outstanding part of the price, until the total price is paid.

#### **10 Warranty and liability**

- i. The warranty only applies if the products or services are used in accordance with the contractually-established use and according to the technical documentation made available by PASEK ESPAÑA S.A.U.
- ii. PASEK ESPAÑA S.A.U is bound to diligently comply with its manufacturing process and good delivery and service provision in accordance with its own quality rules and control standards. PASEK ESPAÑA S.A.U warranties that the provided goods and services have been executed according to the standard quality of all its supplies and in accordance with its latest state-of-the-art technology. Should the PURCHASER require a greater degree of control, it shall request it to PASEK ESPAÑA S.A.U, which shall authorize it in writing before the manufacturing process.
- iii. The warranty will be valid for a twelve-month (12) period starting from the date of completion of the works executed by PASEK ESPAÑA S.A.U or eighteen (18) months since the starting date of the contract – the shorter period will apply.
- iv. Should the PURCHASER request it in writing, PASEK ESPAÑA S.A.U may provide advice, recommendations, studies, designs and, in general, all kind of services related to the delivered goods and services. PASEK ESPAÑA S.A.U will invoice the provision of such services. No warranty whatsoever will be offered with respect to the results of such services or advice, since the PURCHASER is a professional and free to use or reject them.
- v. PASEK ESPAÑA S.A.U will be only held liable for those goods or services exclusively supplied thereby with regard to which the PURCHASER has reported in writing any fault that is clearly PASEK ESPAÑA S.A.U's responsibility in order to allow PASEK ESPAÑA S.A.U to execute the agreed repair services or consultation.
- vi. The warranty will not include damage or faults caused by:
  - a) the wear and tear caused by the normal use of the goods or services delivered,

- b) inappropriate preservation or maintenance,
- c) the PURCHASER's unilateral attempt to rectify or alter the delivered goods or services
- d) a wrong or negligent use by the PURCHASER
- e) in case of breakdown, the failure to immediately report it to PASEK ESPAÑA S.A.U, or to take urgent measures to reduce the damage,
- f) repairs or handling executed by staff not belonging to PASEK ESPAÑA S.A.U organization,
- g) the abusive use, use of inadequate material or use under inappropriate technical conditions,
- h) the use of plans, models or instructions from third parties not contracted by PASEK ESPAÑA S.A.U,
- i) the intervention of a third party not contracted by PASEK ESPAÑA S.A.U in the manufacturing or production process,
- j) any other cause that may not be attributed to PASEK ESPAÑA S.A.U.
- vii. The goods and services supplied by PASEK ESPAÑA S.A.U will be considered accepted immediately and finally after the PURCHASER has acknowledged their delivery. In no case will PASEK ESPAÑA S.A.U admit the PURCHASER's provisional acceptance of such goods and services. Should the PURCHASER require written acceptance and it is delayed or cannot be issued for reasons not attributable to PASEK ESPAÑA S.A.U, the acceptance will be considered effective four (4) weeks after the notice of the completion of the delivery of goods or services.
- viii. In the event of a faulty delivery, the PURCHASER shall comply with the formal claim procedure set in these conditions.
- ix. The claim regarding the faulty products shall be made immediately and confirmed by registered letter with acknowledgment of receipt addressed to PASEK ESPAÑA S.A.U's central headquarters within four (4) days since the official delivery to the PURCHASER.
- x. Once the corresponding claim has been made, PASEK ESPAÑA S.A.U will open a file about the PURCHASER's claim or complaint to check the actual faults of the good or service.
- xi. The good or service may be checked by PASEK ESPAÑA S.A.U and, where possible, it will be subjected to the standard tests of PASEK ESPAÑA S.A.U or the manufacturer before being replaced. Where possible, such tests will be preferentially conducted at the premises of PASEK ESPAÑA S.A.U. Should this not be possible, they may be conducted at the premises of the PURCHASER, although if there is eventually no fault covered by PASEK ESPAÑA S.A.U's warranty, the latter may pass on the expenses incurred in the checking process. PASEK ESPAÑA S.A.U will give reasonable written notice about the conduction of the tests to the PURCHASER, stating the place and the date thereof. Should the PURCHASER not attend such inspection tests after having been notified, the tests, inspection or calibration will be carried out regardless and it will be considered that they were carried out in the presence of the PURCHASER and PASEK ESPAÑA S.A.U's statement that the goods or services have undergone such tests will be conclusive.
- xii. Any additional test or inspection, upon the PURCHASER's request, as well as the delivery of certification of tests or detailed results thereof, will be subject to prior written acceptance by PASEK ESPAÑA S.A.U, which reserves the right to invoice the corresponding costs.
- xiii. In the event warranty claims prove to have no technical grounds, the PURCHASER will be bound to pay to PASEK ESPAÑA S.A.U all the expenses in which the latter has incurred as a result of such claims, including attorney and legal representative fees.
- xiv. In the event of a fault clearly and specifically attributed to PASEK ESPAÑA S.A.U with regard to the provided services or deliveries, the remedy will consist in rectifying the errors and faults that have been recognized as such in

the goods or services provided. The repair works will be directly executed by PASEK ESPAÑA S.A.U or by the contractor chosen by the latter.

- xv. The warranty includes those manufacturing or operating faults due to a negligent action by PASEK ESPAÑA S.A.U which may directly cause substantial damages to the PURCHASER derived from using the good or service provided by PASEK ESPAÑA S.A.U, provided they can be reliably assessed and proved.
- xvi. This warranty expressly excludes any other action or omission not included in the aforementioned. Damages derived from or related to the acceptance of responsibilities or consequences that may be derived from specific indirect, consequential, financial, moral and similar damages or loss of profits are excluded too, even if they were attributable to PASEK ESPAÑA S.A.U.
- xvii. The granted warranty is limited only to the replacement or reimbursement of such goods or services that, as a result of mutually accepted tests, lack the technical characteristics described in the offer, order confirmation, catalogues or technical documentation provided by PASEK ESPAÑA S.A.U, excluding any other type of compensation or indemnity which the PURCHASER expressly waives.
- xviii. PASEK ESPAÑA S.A.U's warranty and liability will be covered by the usual product liability policy which the PURCHASER admits to know and accepts. Should the PURCHASER wish to extend the covers of the Third-Party Liability Insurance underwritten by PASEK ESPAÑA S.A.U, it shall communicate it in writing to PASEK ESPAÑA S.A.U, which will proceed to underwrite the mentioned extension at the PURCHASER's expense. Should PASEK ESPAÑA S.A.U refuse to do it, the PURCHASER may underwrite it at its own expense and risk as policy holder and beneficiary thereof, where appropriate.
- xix. PASEK ESPAÑA S.A.U's total liability derived from the delivery of goods and the provision of services will be limited to the parts or elements with regard to which there has been a formal claim and it will not be extended to the rest of goods or services provided and in order. This liability will not exceed in any case the total value of the goods or services invoiced and paid which have caused the claim.
- xx. Beyond the legal liabilities and warranties provided by the law or by these conditions, PASEK ESPAÑA S.A.U does not make any statement of extension of warranty or any kind of condition, express or implicit, with regard to the quality, adaptation or suitability of the good or service for a specific purpose or any other related question.

**11. Documentation and information**

- i. All drawings, plans, technical documents and other documentation or information furnished to the PURCHASER (the documentation), with regard to the products or their production, or those to which the PURCHASER might have had access are the exclusive property of PASEK ESPAÑA S.A.U and they must not be assigned or licensed or used or exploited beyond the provisions set in the contract or the order subject matter of these terms.
- ii. The PURCHASER will possess such documentation as a deposit and it shall return it to PASEK ESPAÑA S.A.U upon the conclusion of the contract, works or collaboration.
- iii. The documentation furnished or any other technical information to which the PURCHASER has had access may only be used for the purpose for which it was specifically and contractually made available. Any other use will be considered non authorized and illegal for all purposes.
- iv. The PURCHASER shall clearly mark the documentation property of PASEK ESPAÑA S.A.U, in order to distinguish it from any other and it shall retain the documentation it has been furnished with by virtue of the contract until PASEK ESPAÑA S.A.U requires its return or destruction and the PURCHASER shall furnish the documents and information with the changes it has made therein.

- v. The information and documentation may not be copied, reproduced, transmitted, spread, communicated to third parties or used beyond the scope permitted by PASEK ESPAÑA S.A.U and it will be subject to the most restrictive confidentiality conditions.
- vi. Any other type of commercial or technical information owned by PASEK ESPAÑA S.A.U to which the PURCHASER has had access must not be accessed by third parties and it must be made available only to individuals whose intervention is necessary for the use of the information in order to deliver it to PASEK ESPAÑA S.A.U and also those individuals that are authorized by PASEK ESPAÑA S.A.U and are bound by the same confidentiality conditions.
- vii. PASEK ESPAÑA S.A.U reserves all the rights on such information and documentation (including copyright and the right to apply for intellectual property rights, such as patents, utility models, semiconductor protection, etc).
- viii. The products that have been manufactured according to documents designed by PASEK ESPAÑA S.A.U, such as drawings, models and such, following PASEK ESPAÑA S.A.U's confidential data or using PASEK ESPAÑA S.A.U's original tools or copies thereof must not be used by the PURCHASER for its own use or for supplying third parties.
- ix. The PURCHASER shall observe professional secrecy and confidentiality with regard to all information it might have known or accessed to, whether technical, commercial or financial, related to this agreement and its performance. The PURCHASER that may receive this kind of documents shall not make them available, totally or partially, to third parties, and it shall use them only for the permitted purposes. PASEK ESPAÑA S.A.U's confidential information must be kept confidential during the entire term of the contract and for the maximum term legally permitted after the termination thereof (if the law has not provided otherwise, ten years since the termination of the contract or project).
- x. The confidentiality obligation will be likewise extended to the PURCHASER's employees and collaborators and those authorized persons who need to access such information for the performance of the supply.
- xi. The PURCHASER shall not represent, manufacture, sell or promote any kind of good or service similar to the one received from PASEK ESPAÑA S.A.U, or that may be concurrent or competitive, nor shall execute any kind of activity against the interests of PASEK ESPAÑA S.A.U insofar as the contract is in force and for two years following its termination, unless it has, in any of those cases, PASEK ESPAÑA S.A.U's express authorization in writing.

**12. Intellectual property rights**

- i. PASEK ESPAÑA S.A.U states to be the exclusive holder of intellectual rights on the provided goods and services, according to documentation that the PURCHASER has previously known and accepted.
- ii. Patents, trademarks and other intellectual property rights are used to distinguish and protect PASEK ESPAÑA S.A.U's goods and services.
- iii. The PURCHASER may partially use some of such rights, always with PASEK ESPAÑA S.A.U's authorization, for the sole purposes of contracting the goods or services within the scope of its contract and in the exclusive interest of PASEK ESPAÑA S.A.U.
- iv. The right to use PASEK ESPAÑA S.A.U's intellectual property and knowledge will expire and cease immediately for anyone upon the termination of the contract with the PURCHASER, regardless of its cause or, if the contract is in effect, by unilateral decision of PASEK ESPAÑA S.A.U.
- v. The PURCHASER undertakes not to breach or challenge such intellectual property rights under any circumstance or for any cause and in any territory.
- vi. The PURCHASER is bound to report to PASEK ESPAÑA S.A.U any act that may be considered misappropriation or violation of any of PASEK ESPAÑA S.A.U's intellectual

- property rights and to collaborate with the latter to the extent possible to pursue the offender.
- vii. In the case of PURCHASERS that purchase the good or service to resell it, if, during the legal term of this contract, the PURCHASER becomes aware of any violation of any of PASEK ESPAÑA S.A.U.'s rights, or if there is any danger that such violation may occur, the PURCHASER shall urgently and immediately report it to PASEK ESPAÑA S.A.U and adopt the appropriate measures to protect such rights. Should PASEK ESPAÑA S.A.U bring any action in defense of its rights, the PURCHASER will be bound to collaborate with PASEK ESPAÑA S.A.U to the extent required for the proper grounding and defense of the claim. Where so agreed in writing, PASEK ESPAÑA S.A.U may require the PURCHASER to put on the goods or services any production mark chosen by PASEK ESPAÑA S.A.U.
- viii. The goods and services provided by PASEK ESPAÑA S.A.U observe the intellectual property rights and do not violate third-party rights. The PURCHASER will be liable for any third-party claim due to violation of their own intellectual property rights or PASEK ESPAÑA S.A.U's where the claim is based on poor production or design of goods and services, where they do not depend directly and exclusively on PASEK ESPAÑA S.A.U.
- ix. PASEK ESPAÑA S.A.U will retain the title and property on all copyright on technology incorporated in the goods and services provided to be used therewith and on the documentation delivered, including inventions, processes, products and any other analogue item. Unless otherwise agreed in writing, no intellectual property right is conferred to the PURCHASER.
- 13. Customs control**
- i. Unless otherwise agreed in writing, the PURCHASER shall be liable for processing the import and export of the good or service acquired from PASEK ESPAÑA S.A.U and it will be bound to inform the latter in its commercial documents about any possible customs obligations (tariffs, duties, fees and taxes, dual use, licenses, permits, notices, etc.) for the customs and administrative processing of goods and services set by national or foreign provisions.
- ii. For this, the PURCHASER shall provide for the affected positions, at least in its orders, the following information: the number of the list of dual-use products requiring authorization for being imported; the non-preferential origin of its products and the components thereof; whether the products have been transported, produced or stored in Europe or outside Europe; the statistical merchandise number of its products and one contact person belonging to the PURCHASER's company to answer possible consultations made by PASEK ESPAÑA S.A.U.
- iii. Upon PASEK ESPAÑA S.A.U's request, the PURCHASER shall communicate to it in writing all the foreign commercial data related to its products and the components thereof and their alterations.
- 14. Term and termination**
- i. These general conditions will apply upon the PURCHASER's acceptance of the offer or upon PASEK ESPAÑA S.A.U's confirmation of the order and they will remain in force during the entire term of the contract and, after its termination, for the maximum period permitted by the law with regard to confidentiality, use of information, exclusiveness and non competition and intellectual property protection and return.
- ii. PASEK ESPAÑA S.A.U will be entitled to terminate the contract by written notice, at any time, where any of the following causes occur: i) the material breach of any of the obligations by virtue of this contract, ii) false information or documentation provided; iii) any of the causes set in the agreement; iv) shutdown, temporary receivership, winding up, bankruptcy, liquidation, judicial receivership, pre-receivership, receivership or any other similar proceedings; v) the PURCHASER's financial relations are or are threatened to be substantially deteriorated and as a consequence there is a risk that the PURCHASER does not meet its payment obligation against PASEK ESPAÑA S.A.U.
- iii. In such cases, PASEK ESPAÑA S.A.U may request the performance or termination of the contract, including compensation, in each case, for the damages related to the PURCHASER's breach.
- 15 Assignment**
- i. The PURCHASER shall not assign, subrogate or transfer, totally or partially, to third parties the rights and obligations by virtue of the contract with PASEK ESPAÑA S.A.U, without PASEK ESPAÑA S.A.U's written authorization.
- ii. This contract will be automatically terminated by written notice sent by PASEK ESPAÑA S.A.U where the provision set in the foregoing paragraph is breached.
- 16 Legal provisions**
- i. Data protection. In accordance with the provisions set in General Data Protection Regulation (EU) 2016/679 on the Protection of Personal Data, we hereby inform you that the personal data provided to PASEK ESPAÑA S.A.U during the course of the commercial relationship are going to be processed and they will be added to the files under the responsibility of PASEK ESPAÑA S.A.U.
- ii. In any case, the PURCHASER may exercise its right to access, rectify, cancel and opposition the data, according to the terms and conditions set by the Law on the Protection of Personal Data.
- iii. Crime prevention policy. The PURCHASER acknowledges that PASEK ESPAÑA S.A.U has a crime prevention policy comprising, among others, its Code of Conduct and the Crime Prevention Model.
- iv. The PURCHASER undertakes to observe the ethical and crime prevention principles adopted by PASEK ESPAÑA S.A.U, which are identified in the aforementioned documents and on its website [www.pasek.es](http://www.pasek.es)
- v. The PURCHASER is bound to meet the maximum standard of legal provisions that apply to the treatment of workers, the protection of the environment and safety at work, and to adopt the necessary measures to reduce in its activities the harmful effects on people. For such purpose, to the extent possible, the PURCHASER may implement and develop a management system in accordance with PASEK ESPAÑA S.A.U's rule.
- vi. The PURCHASER shall use its best efforts to observe the United Nations principles regarding the protection of international human rights, the elimination of forced labor and child labor, the elimination of discrimination in recruitment and employment, the environmental responsibility and the avoidance of corruption.
- vii. THE GOODS AND SERVICES PROVIDED IN ACCORDANCE WITH THIS CONTRACT ARE NOT SOLD OR INTENDED TO BE USED IN NUCLEAR ACTIVITIES OR ACTIVITIES RELATED TO THE NUCLEAR SECTOR OR OTHER USES PROHIBITED BY LEGAL REGULATIONS. The PURCHASER (i) accepts the goods and services pursuant to the foregoing restriction, (ii) is bound to communicate such restriction in writing to all possible customers or users, (iii) is bound to defend, indemnify and hold PASEK ESPAÑA S.A.U, harmless against any claim, loss, liability, litigation for damages, including indirect, consequential and moral damages, resulted from the use of the goods and services in any nuclear or illegal activity, regardless of the fact that the cause of litigation may be grounded on extra-contractual, contractual or any other liability, including claims stating that PASEK ESPAÑA S.A.U's liability is grounded on minor negligence or constitutes objective liability.
- 17. Interpretation and resolution of disputes**
- i. The General Conditions of Sale of goods and provision of services will be governed by the provisions set in the latest current version, which will be accessible online for customers on [www.pasek.es](http://www.pasek.es). Any issue not set or regulated therein will be subject to the provisions set for international customers (*General Conditions for Sales and Services*) and, alternatively, to the CISG Convention 1980,

and, alternatively, to the provisions set by the Spanish law. The PURCHASER will be subject to the provisions of the Spanish material regulations, to the extent permitted by the Law, excluding the application of any rules and regulations on conflict of laws allowing the transfer to a foreign jurisdiction not related to the contract.

- ii. Any dispute that may come up in connection with the General Conditions of Sale or associated therewith or with the Contract between PASEK ESPAÑA S.A.U and the PURCHASER must be amicably settled by the parties.
- iii. In the event an amicable resolution is not reached, for the purposes of interpreting and enforcing these General Conditions of Sale as well as any other question or claim that may come up between the parties, the civil courts of Oviedo (Spain) will be the competent courts and the parties expressly waive any other jurisdiction that may correspond them.
- iv. Should any clause of the contract or of these conditions become void by express judicial decision, this will not affect the validity of the remaining conditions, which will remain in force. The contracting parties are bound to replace the void clause by a clause whose application and result is as similar to the voided condition as possible and whose effect is equivalent.
- v. If PASEK ESPAÑA S.A.U waives, with regard to any contravention or breach or violation, any right or legal appeal of the PURCHASER or starts any line of negotiation, it will not be considered that PASEK ESPAÑA S.A.U waives any right or legal action.

The headings of the clauses and the paragraphs of the Contract are merely for guidance purposes and they will not affect the interpretation thereof. These clauses are written in Spanish, which is the preferential language of interpretation, although they may be translated into other languages.