

## 1. General

**1.1** These general conditions of purchase of BASF Digital Solutions, S.L.U. (hereinafter "General Conditions of Purchase") form an integral part of all (future) contracts on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively, (hereinafter "Contractor") and BASF Digital Solutions, S.L.U. (hereinafter "Principal"). They shall apply if and to the extent that no other terms have been agreed upon and stipulated in the individual contract. Any terms of business of the Contractor are only valid if and to the extent the written agreement of the Principal is received by the Contractor expressly confirming the Principal's acceptance of the Contractor's terms of business. In particular, any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's general terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such terms. It only shall be applicable to the contractual relationships between the parties the provisions of this General Conditions of Purchase that governs the aspects that the parties have not regulate in the corresponding contract and / or particular agreement signed or reached between the parties.

**1.2** These General Conditions of Purchase shall remain valid and shall prevail over any terms of business of the Contractor even if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver them on general terms of business of the Contractor that deviate from or are in conflict with these General Conditions of Purchase.

## 2. Offers

**2.1.** Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

**2.1** In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has an alternative solution for an inquiry which is technologically or economically superior it shall additionally present this offer to the Principal.

## 3. Delivery Date, Changes in the Delivery of Goods / Provision of Services

**3.1** The Contractor must comply with the agreed dates of delivery or dates of provision of services, respectively. In case of the delivery of goods such compliance requires the delivery free of any defects to the Principal within the Principal's regular business hours accompanied by the required shipping documents to the address specified in the purchase order (hereinafter "Place of Destination"). If a delivery including assembly / service has been agreed the delivery of the goods free of any defects shall not be considered to have taken place until the assembly / service has been duly carried out as specified in the contract. If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require the Principal's prior agreement.

**3.2** If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state

both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial delivery of goods / provision of services.

**3.3** Any changes to the goods to be delivered or services to be provided require the prior written consent of the Principal.

**3.4** The Contractor shall request the documents required for the execution of the contract from the Principal in due time and check them for completeness and conformity immediately upon receipt. The Contractor shall inform the Principal in writing without delay of any inconsistencies that are apparent to the Contractor.

## 4. Sustainability, Equality and Anti-Harassment Protocol

**4.1** The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<http://www.basf.com/supplier-code-of-conduct>). The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall be entitled to check the Contractor's compliance with the aforementioned ESG Standards, either by itself or through third parties commissioned by the Principal.

**4.2** While performing the contract, the Contractor must adhere to the occupational health and safety and environmental protection requirements according to the applicable law and the Principal's purchase order.

**4.3** The Principal hereby states its commitment with the respect to the equality and diversity in the work environment. If the Contractor has its offices in Spain and it is legally enforceable, it shall have its Equality Plan in force registered. The Contractor undertakes to respect the provisions set forth in the applicable regulations in connection with the personnel that will be appointed to the provision of the services and / or the delivery of goods, as well as, the internal regulations that develop it and in particular those that are applicable to the provision of the services and / or the delivery of goods.

**4.4** The Principal declares that it has a protocol for the prevention and action in cases of sexual, gender-based and / or moral harassment (it is available on the Principal's website) which will be applicable to the relationships between the Contractor's and Principal's personnel in the provision of services and / or the delivery of goods.

## 5. German Supply Chain Due Diligence Act Compliance Provision

**5.1** Pursuant to the terms of the German Supply Chain Due Diligence Act (the "Act"), Principal is obligated to comply with certain human rights-related and environment-related due diligence obligations in its

supply chain in order to prevent or minimize any risks to human rights or environment-related risks and to end the violation of human rights related or environment related obligations. A copy of the English version of the Act can be downloaded from the (German) Federal Ministry of Labor and Social Affairs website at: [https://www.bmas.de/SharedDocs/Downloads/DE/Internationales/act-corporate-due-diligence-obligations-supply-](https://www.bmas.de/SharedDocs/Downloads/DE/Internationales/act-corporate-due-diligence-obligations-supply-chains.pdf;jsessionid=4A2F3D30F171DA0D751EEC4B1B9A5111.delivery1-master?_blob=publicationFile&v=3)

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**5.2.** The terms “human rights risk” and “environment-related risk” (collectively “Risks”) and “violation of a human rights-related obligation” and “violation of an environment-related obligation” (each a “Violation” and collectively “Violations”) are defined in the Section 2 of the Act.

(a) Contractor must comply with the human rights-related and environment-related obligations as described in the Act and must appropriately address this expectation with its own suppliers along its supply chains (the “Expectations”). In particular (and without limiting the foregoing), Contractor must: (1) prevent or minimize any Risks and end any Violation, (2) instruct its officers and employees to comply with the Expectations and (3) provide training to its officers and employees regarding compliance with the Expectations. Upon Principal’s request, Contractor must attend corresponding training organized by Principal.

(b) Principal may, upon prior written notice to Contractor, audit Contractor’s compliance with the Expectations (each an “Audit”) either itself and/or through commissioned third party (an “Auditor”). Contractor must provide Principal and/or the Auditor with all data, documents and other information, whether in written, oral and/or electronic form, as reasonably requested by Principal and/or the Auditor for an Audit.

(c) If Principal finds suspicion or evidence of a Violation by Contractor or any of Contractor’s contractors or suppliers of any tier, then Contractor must implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by Principal in writing.

(d) Upon Principal’s request and without undue delay, Contractor must (1) draw up (together with Principal) a corrective action plan to end any Violation (the “Remedial Plan”) including a concrete timetable for such plan and (2) implement measures requested by Principal at its reasonable sole discretion to carry out the Remedial Plan.

(e) Principal may terminate this contract [and any purchase contract] with immediate effect if (1) Contractor does not comply with the obligations under this section, (2) the Expectations are substantially violated or (3) the implementation of the Remedial Plan does not remedy the Violation within a timetable set in the Remedial Plan.

## **6. Quality**

**6.1.** The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. To this end, the Contractor shall use a quality management system with elements as per ISO 9000 ff. or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor’s quality assurance system, either itself or through third parties commissioned by the

Principal.

## **7. Testing and Inspection in the Course of Contract Fulfillment**

**7.1.** The Principal shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. For this express purpose the Principal is authorized to enter the Contractor’s works and visit the installations and facilities relevant for the performance of the contract during the Contractor’s usual business hours after giving prior notice. The Contractor and the Principal shall each bear their own costs incurred in conducting any such inspections.

**7.2.** Such inspections shall not constitute a waiver of any contractual or legal rights of the Principal.

## **8. Use of Subcontractors**

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor with the Principal’s prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer.

## **9. Delivery, Shipping, Packaging, Passing of Risk and Transfer of Title**

**9.1.** Unless agreed otherwise, the delivery of goods shall be made in accordance with the Incoterm DAP (Incoterms 2020) to the Place of Destination. Unless agreed otherwise, the delivery shall be accompanied by two copies of the delivery note, the packing list, cleaning and inspection certificates according to the agreed specifications and all other necessary documents. If known, the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number of packages and type of packaging (disposable /reusable), completion date as well as Place of Destination (unloading point) and consignee. For projects, the complete job number and assembly building must be given as well.

**9.2.** For third country deliveries (imports), Principal shall become importer of record and Contractor shall support him with all documents and information necessary to complete and lodge a true import declaration to authorities responsible for customs, as required in the customs legislation of the country of import.

**9.3.** The Contractor shall notify the Principal in writing about the percentage of US controlled content.

**9.4.** The Contractor shall uphold the Principal’s interests during the delivery. Goods must be packed with packaging materials approved for the Place of Destination as so to avoid damage during transport. The Contractor is liable as per the statutory provisions for any damage incurred due to improper packaging.

**9.5.** For domestic deliveries, upon the Principal’s request the Contractor shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and dispose of it or having this done by a third party.

**9.6.** The Contractor shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Contractor complies with all obligations for suppliers (pursuant to

Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH") under REACH with respect to the delivery of goods. The Contractor shall in particular provide the Principal with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

**9.7.** Up until the arrival of the goods specified in the contract with the documents mentioned in Clauses 9.1 and 9.2 at the Place of Destination, the Contractor shall bear the risk of loss or damage. If the parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to the Principal after the installation / assembly / service has been duly completed in accordance with the contract and following the handover of the goods.

**9.8.** If a formal acceptance is stipulated by law or by the contract, the passing of risk shall take place upon acceptance by the Principal. If formal acceptance is agreed, the risk of loss shall not pass from the Contractor to the Principal before a successful acceptance has been confirmed by the Principal in the acceptance certificate. Acceptance may not take place in any other manner, especially not through inspections, expert reports, certificates or records of work. Payment of invoice balances shall not replace a formal acceptance.

**9.9.** Transfer of title and ownership shall pass to Principal as per the statutory provisions.

#### **10. Origin and Status of Goods**

**10.1.** The Contractor declares the non-preferential origin of goods (country of origin) in commercial documents. In addition, the Contractor provides an A.TR movement certificate, if applicable. Upon the Principal's request he will provide a proof / certificate of origin specifying the origin of the goods.

**10.2.** The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

#### **11. Condition of the Delivery / Service, Complaints, Rights in the Event of Defects**

**11.1.** The Contractor is responsible for delivering goods and services free of defects, in particular compliance with the agreed specification of goods and services, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Contractor guarantees that goods and services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel and are in line with all pertinent legal regulations at the Place of Destination. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfillment, and shall be CE marked.

**11.2.** The Contractor shall ensure that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with

the applicable requirements of REACH for the uses disclosed by the Principal.

If the goods classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such goods. Moreover, the Contractor shall forthwith notify the Principal if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

**11.3.** The Principal shall notify any obvious defects to the Contractor after the receipt of the goods at the Place of Destination. Any defects that only become apparent at a later point in time must be notified by the Principal after their identification following their identification. The date of sending such notice to the Contractor shall determine whether or not such notice has been validly issued and the Contractor hereby waives its right to object to any delayed notice of defect.

**11.4.** If an acceptance by the Principal is legally stipulated or contractually agreed, the Principal can refuse to declare the acceptance and withhold any installment payment associated with the acceptance if the goods or services are not provided in full or are defective. This also applies in the case of an agreed acceptance date or a deadline for acceptance set for the Principal by the Contractor.

**11.5.** In the event of any defects, the Principal has the right to demand rectification of such defects according to applicable law. The mode of rectification shall be at the Principal's discretion. For such purposes, the goods shall be made available for their rectification, at Principal's option, either at the Place of Destination or the place of acceptance, if acceptance is legally required or contractually agreed. The Contractor shall bear the cost of rectification and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If (i) rectification does not take place within an appropriate period of time, (ii) rectification has failed, or (iii) it is not necessary by applicable law to fix a time period for rectification, the Principal shall be entitled to claim further legal rights in the event of defects.

**11.6.** If rectification does not take place within an appropriate period of time, if it has failed, or if it is not necessary to fix a time period for rectification, the Principal has the right, in addition to the rights named in this Clause, to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in this case entitled to demand compensation from the Contractor for the required measures, the term for rectification is particularly unnecessary if there is a danger of high damage, in addition, the applicable law shall apply in all other cases. Any additional rights of the Principal concerning the Contractor's liability for defects or under any guarantees shall remain unaffected.

**11.7.** Claims under warranty shall become time-barred thirty (30) months after the passing of risk unless a longer expiration period is prescribed by law. The Principal shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.

### **12. Infringing Property Rights**

It is the Contractor's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights. The Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of property rights.

### **13. Antitrust Damages**

If, related to the contract negotiations or in connection with the contractual relationship, the Contractor has verifiably entered into an agreement which constitutes an unlawful restriction of competition or otherwise violates antitrust regulations, the Contractor shall pay an amount equal to fifteen percent (15%) of the net order value (excluding value added tax) of the products delivered to the Principal and included in the agreement or the services rendered to the Principal and included in the agreement as liquidated damages. Evidence of an inadmissible agreement may also be provided by a final decision (e.g., an order imposing a fine) issued by a competent antitrust authority or a court. In the event of such a decision, the Contractor shall provide the Principal with all information required to examine the existence of a claim; in particular, the Contractor shall inform the Principal which products or services were covered by the agreement in terms of time and subject matter. If the Contractor proves that the actual expenses and costs of the Principal are significantly lower, the amount of the liquidated damages shall be reduced accordingly. Further claims of the Principal shall remain unaffected.

### **14. Contract Penalty**

If a contract penalty has been agreed upon, the Principal is entitled to claim such penalty until the final payment is made.

### **15. General Liability, Insurance**

**15.1** Unless otherwise established in these General Conditions of Purchase, the Contractor shall be liable as per the statutory provisions.

**15.2** The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request.

### **16. Invoicing, Payment**

**16.1** The agreed prices are net of any applicable value-added tax. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries / services being invoiced are subject. If self-billing (evaluated receipt settlement) is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation

specified in advance.

**16.2** The Contractor must provide a separate invoice for each purchase order, which must include all of the legally required information under Spanish law. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

**16.3** Unless agreed otherwise, the Principal's payment period is 60 days and such period shall commence as soon as an invoice, which meets the applicable value-added tax requirements, has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the delivery / service provided.

**16.4** Payments by the Principal shall not represent an acceptance of the conditions and prices stated in the invoice and shall not constitute a waiver of the Principal's rights with regard to deliveries made / services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

### **17. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention**

**17.1.** The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal. The Contractor is required to notify the Principal forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

**17.2.** The Principal may assign the rights and obligations under the contract with the Contractor to a BASF Group company at any time without the Contractor's prior agreement.

### **18. Termination, modification and Rescission**

**18.1.** The contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include:

- A serious breach of duty by the Contractor which is not remedied within a reasonable period of time stipulated by the Principal after the written complaint is received; or
- a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
- the purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.

If the Principal terminates the contract for good cause and if other existing contracts between the Principal and the Contractor cannot be maintained for the same grounds for good cause, the Principal shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet

been fulfilled against a pro rata remuneration for the services already provided. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

**18.2.** The Principal may early terminate the contract and / or the purchase order at any time, without needing good cause, prior written notice of three (3) months from the expected termination date, without implying any compensation for the Contractor.

**18.3.** If the Contractor has acquired from the Principal any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Principal in the event of termination of the contract by the Principal. These requirements apply likewise in the event of rescission.

**18.4.** The Principal reserves the right to amend the scope and or the description (including if it is the case the fix volumes that may be agreed upon) of the services and / or the delivery of goods, without need of any cause with a written prior notice of one month with the express indication of the application of this clause. However, the Contractor may terminate this agreement with a prior written notice of fifteen days, if such notification is done within thirty days from the reception of Principal's unilateral amendment of the services and / or the delivery of goods' notification.

#### **19. Contractor's Removal Duty in the Event of Termination of Contract**

In the event of termination of the contract, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove any plant, tools and equipment used and / or stored on the Principal's premises. Any waste or debris produced by the Contractor's work must be promptly removed and disposed of appropriately by the Contractor at its own expense. If the Contractor does not fulfill its duties in this regard, the Principal may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Contractor if the work has still not been completed after a reasonable period of time has elapsed.

#### **20. Documents, Confidentiality, Rights of Use, Personal Data Protection**

**20.1.** The Contractor must provide to the Principal the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

**20.2.** The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

**20.3.** Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

**20.4.** The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of

the contract, in particular the information given in Principal (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the contract

The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended.

This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with the Contractor.

The Contractor shall ensure that its employees and other vicarious agents deployed to fulfill the contract are obliged to confidentiality according to the above confidentiality provisions by means of appropriate contractual agreements, too. Upon request, the Contractor shall confirm compliance with these obligations to the Principal in writing.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

**20.5. "Work Results"** are all results of the Contractor's work that arise in connection with the order as well as the results of the work of third parties that have been brought in by the Contractor to perform the Contract with regard to the production of work results as well as all of the Contractor's copyright-protected items and services that may arise in the course of Contract performance, including, without limitation, all plans, drawings, graphics, calculations and other documents.

The Contractor shall grant the Principal the right, freely transferable and/or sublicensable to third parties, without any restrictions as to area, content or time, to use the Work Results in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices, for the contractually agreed purposes or purposes implied as per the contract. The purposes implied as per the contract include, in particular, the right to edit and process, to store in all media and to reproduce.

Moreover, the Contractor shall grant the Principal an exclusive right to use the Work Results that the Contractor created specifically for the Principal or had

third parties create for the Principal, and shall obtain any necessary rights from third parties. The Principal has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Principal also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions. The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award. The applicable legal regulations shall apply in this regard.

In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirements and functional design specifications, specific developments in and customization of software, the Principal has the absolute and irrevocable right to use all such Work Results at the Principal's premises

The granting of the rights set out in this Clause is covered by the agreed remuneration.

**20.6.** In case the Contractor, in the course of the performance of the respective contract, receives from the Principal or otherwise obtains personal data related to employees of Principal (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Principal, Contractor shall only be entitled to process Personal Data for the performance of the respective contract. Contractor shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Contractor is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract.

Contractor shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle).

Contractor shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Contractor shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Contractor will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Contractor with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Contractor shall inform Principal in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Contractor shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

## **21. Storage of Documents and Support during Reviews**

The Principal has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of goods or provision of services during usual business hours. This right remains valid for the statutory safekeeping period – at least three (3) years starting from the date of acceptance or delivery. The Contractor is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Contractor such as Contractor's internal calculations, agreements or confidential information about business partners and / or employees, the Principal's viewing rights shall be barred.

## **22. Publicity Ban, Severability Clause, Force Majeure, Applicable Law, Place of Jurisdiction**

**22.1.** The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal.

**22.2.** The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

**22.3.** If the provision of the services and / or the delivery of goods is prevented by a circumstance that affects the Principal that can be considered as a force majeure according to what is set forth in this clause, the parties shall be relieved from their respective contractual obligations. For the purposes of complying with the obligations established in the agreement, the purchase order, and / or this terms and conditions, and without prejudice to the dispositions of the article 1105 of the Spanish Civil Code in accordance with the judicial interpretation, it shall be specially considered as causes of force majeure, including without limitation, the following circumstances that affect the Principal that could prevent the provision of the services: fire, explosions, floods, breakdowns, failures, the lack of energy and / or the closing of its facilities, as well as, strikes and / or abnormal or irregular labor situations.

The relieve of the contractual obligations of the parties that may be affected by the force majeure shall remain in force as long as the corresponding force majeure cause lasts. The Principal, or if it the case the Contractor, shall immediately notify the other party the existence of the force majeure and shall make its best efforts to solve it as soon as possible.

Both parties shall make their best efforts to minimize any delay and any extra cost that can result from the cause majeure and shall communicate with each other to plan the most appropriate response. Unless otherwise agreed between the parties, each party shall fully bear its costs and expenses from each and every force majeure case or circumstance.

If after three (3) months from the notification of force majeure done by any of the Parties, its cause has not ceased, any of the Parties can terminate this agreement and / or the purchase order.

**22.4.** If any unforeseeable circumstance occurs, that affect in any way the necessities of the Principal and force the amendment of the scope of the activity that cause the agreement of the services and / or the delivery of goods set forth in this agreement and / or the purchase order (such as, for example: decreases in the

production of the Principal due to the lack or short-fall of raw material's availability, stoppage or turnaround of plants or equipment, as well as, any circumstance that are due to an epidemic or a pandemic, the state of alarm or/and any regulation or governmental decision as a consequence of the before mentioned, among others that may affect the Principal), the parties shall negotiate an amendment of the terms and conditions of this agreement that meets the necessities of the parties. Notwithstanding, if the parties do not reach an agreement within one (1) month regarding the amendment of the aforementioned, this agreement shall be automatically terminated without need of any written notice by any of the parties.

**22.5.** The contract shall be construed and be subject to the substantive laws Spain with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980.

**22.6.** The place of jurisdiction shall be the court competent for the Principal's registered office.