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#### **Art 1 - Scope**

The purpose of these General Terms and Conditions of Purchase (**GTCP**) is to define the terms and conditions applicable to any order/order confirmation and/or contract for the purchase of products or services (the “**Order**” and/or the “**Contract**”) placed by CO2OLTEC Commercial Refrigeration Spain, S.L.U. (the “**Buyer**” or “**CCR**”) with any supplier or service provider, both legal entity or physical person acting in the capacity of an entrepreneur (the “**Supplier**”). Buyer and Seller together further referred to as “**Parties**” and individually as “**Party**”.

Each Order or Contract to which these GTCP apply, will contain specific reference to these GTCP.

It is being understood between the Parties, that in case the Parties enter into special terms and conditions and/or separate agreements to regulate the relevant business relationship and such special conditions and/or separate agreement shall prevail on the GTCP in case of inconsistency between such special conditions and/or the separate agreement and the GTCP, the provisions contained in the special conditions and/or the separate agreement shall prevail. The same provision applies in case operational or technical terms and conditions are executed between the Parties.

Any changes to the GTCP shall be agreed in writing between the Parties.

#### **Art 2 - Order**

When placing the Order, the Buyer shall specify, in addition to the content of the Order (corporate name, VAT or tax code, legal seat and description of the products or services, such as quantity, delivery time and place, price, etc.), any further specifications in terms of quality, which the Order must meet, by attaching technical specifications and/or any other document specifying the Buyer's expectations and needs. These documents form an integral part of the Order. Buyer is entitled to revoke the Order before its acceptance by the Supplier as provided for in Art. 3 of these GTCP. The Buyer reserves the right to modify the content of the Order, provided that any such modification is communicated to the Supplier no later than [7] calendar days prior to the agreed delivery date. The delivery time and price of the Order shall be adjusted, to the extent strictly necessary, in a fair manner depending on the changes requested by the Buyer after express acceptance by the Supplier. The Buyer reserves the right to cancel the Order, in whole or in part, without compensation, at its sole convenience, provided that such cancellation is communicated to the Supplier no later than [7] calendar days prior to the agreed delivery date. If a Buyer exercise a right to modify or cancel the Order under this Article in relation to a custom-made Product that can not be resold to other potential buyers, the Supplier shall be entitled to reimbursement of all reasonable, non-cancellable direct costs actually incurred by Supplier up to the date of such modification or cancellation of the Order, provided the Supplier can substantiate its entitlement to such cost. Notwithstanding the above, the Buyer may cancel the Order at any time, with immediate effect and without compensation or notice, in the event the Supplier fails to fulfill its obligations under the Order, especially, but not exclusively in case of delay in the delivery of the products or the performance of the services by the Supplier as detailed in these GTCP and/or the Contract and/or the Order.

#### **Art 3 – Acceptance of Order**

Orders may be issued by the Buyer to the Supplier by e-mail, courier, fax or any other means of communication at CCR's discretion and shall be accompanied by the GTCP. The Buyer makes available these GTCP for the Supplier together with the Contract and/or the Order.

The Supplier shall confirm acceptance of the Order by replying to the e-mail through which the Order was delivered, or by other written confirmation by a way of full and unconditional acceptance Order within 7 days from its issuance by the Buyer, unless otherwise specified in the Purchase Order or in the Contract. If the Supplier fails to provide such confirmation but commences performance (e.g. delivers Products or provides Services), such conduct shall be deemed full and unconditional acceptance of the Order and its terms.

In the event of the occurrence of any circumstance which may affect the duly or timely performance of the Order, the Supplier shall communicate relevant information (detailing the circumstance and determining the terms of



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the possible delay and new anticipated date of delivery (if applicable)) to the Buyer in writing. Such notice must be sent either by official letter to the Buyer registered address or by e-mail to designated representative of the Buyer, without delay. The Buyer's receipt of such notice of delay shall not be construed as a waiver of the Supplier's liabilities or obligations under the accepted Order.

#### **Art 4 - Price**

The price set forth and shown in Order includes all the items related to the product or the service provided by the Supplier, including but not limited to the mandatory taxes other than VAT, packaging costs, transport and shipping costs, unless specifically agreed by the Parties or otherwise set forth in the relevant Order.

The price set forth in the Order and/or Contract shall be meant as fixed and accepted, and, therefore, is not subject to any increase or addition, unless expressly agreed by the Parties in writing.

For the avoidance of doubt the Parties hereby agree that the price set forth in an Order accepted by the Supplier is not subject to any amendment even in case of variations or circumstances otherwise not attributable to the Supplier, included but not limited the case of increase of exchange rates, where applicable, increase of the raw materials costs or increase of labor costs or other associated costs.

The Supplier undertakes to ensure that the price set forth in each Order and/or Contract is no less favorable than the prices applied by the Supplier to other customers for the same types of products/services of the same quality and guarantees that such price complies with the applicable Spanish regulations in force; for instance, but not limited to, *Law 15/2007, on the Defense of Competition* (the "**Antitrust Law**"). -

#### **Art 5 - Payment of the price**

Unless specifically agreed by the Parties or otherwise set forth in the relevant Order, all invoices shall be issued by the Supplier once all the products have been delivered or the entire service has been performed and are payable within 60 days from the date of issuance of the invoice. Invoices shall be drawn up in two copies and include, in addition to the mandatory legal information set forth in Art. 6 of Spanish Royal Decree 1619/2012, of November 30, approving the regulation governing invoicing obligations the following information: the Order number, the product number, description and prices (unit price and total price), including applicable tax as well as the quantity ordered; the date and place of delivery of the products or performance of the services; the amount of VAT applicable; the payment deadline; the national or intra-Community VAT number of the Supplier. Payment of the invoice does not constitute acceptance of the product or service. The Buyer reserves the right to subsequently invoke a possible defect or non-conformity of the product or service in accordance with the applicable legal Spanish provisions. Invoices shall be sent regardless of the place of delivery or issue of the Order to the address of Buyer, unless specifically requested by the Buyer at the time of the Order.

#### **Art 6 - Delivery**

The products shall be delivered ready for intended use, as specified in the Order/Contract. Deliveries of the products and/or the performance of the services shall be made to the places and within the deadlines defined at the time of the Order/Contract and accompanied by a delivery note including the general corporate information of the Supplier, the general corporate information of the Buyer, the execution date of the Order, the Order number; the product number, description of the products or services and the quantity ordered; the date and place of delivery of the products or performance of the services. The agreed delivery date, being a strict deadline, constitutes an essential and determining condition for the Buyer's acceptance of the Order's delivery. No partial delivery shall be accepted without the prior consent of the Buyer.

Unless otherwise agreed between the Parties in separate special terms and conditions or Contract the Buyer is entitled to carry out any test, check or inspection deemed as necessary on the delivered product considering the nature of the product and the standard market practices.

In case of a delay in the delivery of the products or the performance of the services, the Buyer reserves the right to terminate the Order/Contract as well as any other Order or Contract entered into with the Supplier without



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any compensation being due to the Supplier and without prejudice to the Buyer's right to use another supplier of its choice, at the Supplier's expense.

Except for a force majeure event, as described in the following paragraph, the Supplier shall be fully liable for any delay in the delivery and/or performance of the services and shall therefore bear all the harmful consequences, direct or indirect, which may result from this delay. In addition, the Supplier shall immediately pay the Buyer, as a contractual penalty, a sum of 1 % of the amount, excluding applicable taxes, of the Order value per day of delay, beginning with the due date, irrespective of the Buyer's right to obtain compensation by any legal remedy for any damage suffered as a result of the delay in the delivery and/or performance of the services. In any case, the overall amount of the penalty shall not exceed 10 % of the entire value of the relevant order.

Neither Party shall be held liable for any failure or delay in the performance of their obligations in case such failure or delay is caused by a force majeure event including but not limited to natural disasters (such as earthquake, earthquakes, floods, hurricanes, wildfires, volcanic eruptions), industrial actions or strikes (involving Parties' employees), epidemics and pandemics, wars or terrorist attacks, any unpredictable governmental regulations which would make the performance impossible, technical failures etc. When a force majeure event occurs, the affected Party shall promptly notify the other Party in writing, detailing the occurred event and the expected duration and the steps taken by the affected Party to mitigate the negative circumstances. Should the force majeure event continue for more than 30 consecutive calendar days, either Party may terminate the affected Order and/or the Contract together with the applicability of these GTCP with immediate effect, without the right of the other Party to claim for damages or request any payment of penalties whatsoever, arising as a result of the force majeure event.

#### **Art 7 - Quality - Compliance of products and services**

The Supplier undertakes to ensure that all the products and services provided to Buyer are compliant with the applicable laws and regulations as well as the specifications communicated by the Buyer, including the quality criteria set out in the technical specifications or any other document offset out in the Order/Contract or attached thereto.

The Buyer has the right to request copies of all quality tests and inspections performed by a certified body on the delivered products or services provided.

The Buyer may raise objections regarding the conformity of the products or services, including their quantity. If the quality does not meet the Buyer's specifications, the Buyer may reject the products or services at its discretion.

In such cases, the Supplier must either: (i) immediately replace the product, or (ii) provide corrective service at no cost, unless the Buyer chooses to cancel the Order and source the product or service from another supplier. Any additional costs incurred by the Buyer in doing so will be charged to the Supplier.

All costs related to non-compliance — including replacement products or services — will be invoiced to the Supplier based on actual quotations or invoices.

The Supplier is fully liable for all damages caused by non-compliant products or services. Additionally, upon confirmation of the defect, the Supplier shall pay the Buyer a fixed contractual penalty equal to 10% of the invoiced amount (excluding tax) for the non-compliant items. This does not affect the Buyer's right to claim full compensation for any damage.

#### **Art 8 - Quality Performance**

The Supplier is obliged to comply with the requirements specified in the Supplier Quality Manual ("SQM") currently available at <https://www.ccr.com/wp-content/uploads/2025/07/ccr-global-supplier-quality-process.pdf>. Supplier agrees that updates to the SQM will be binding upon issuance of the updated version, unless the Supplier issues a notice of objection within thirty (30) days following issuance of such updated SQM.



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After obtaining production part approval (PPAP) from Purchaser, Supplier must not thereafter deviate from, or make any changes to, the PPAP approved product/process, including any movement of the production location of the Products (whether within or outside of the same facility), without fully complying with the Change Management process outlined in the SQM.

The Supplier shall maintain a defect rate not exceeding the levels as set out in the Contract or indicated in the Order, measured in parts per million (PPM) on a per-site basis, if applicable to the relationship with the Buyer. If the Supplier exceeds the applicable PPM level (measured on a six-month rolling average), the Buyer may apply the following remedies:

**Probation Period:** The Buyer may issue written notice placing the Supplier on a 90-day probation. Within 10 business days, the Supplier must submit a recovery plan for approval.

**Failure to Restore Performance:** If the Supplier fails to meet the PPM target by the end of the probation, the Buyer may require: (i) a quality improvement plan, (ii) inspection at the Supplier's facility to the extent necessary to detect the reason of the failure in performance and to the extent to be compliant with the applicable laws before shipment, and (iii) reimbursement of Buyer's mitigation costs due to continued non-compliance.

**Third-Party Inspection:** If the Supplier still fails to meet the PPM target within 30 days after the probation, the Buyer may mandate a third party of its choice to conduct an inspection to the extent necessary to detect the reason of the failure in performance and to the extent to be compliant with the applicable laws. The Supplier shall bear all related costs, including travel and accommodation. The Buyer will notify the Supplier at least 3 days in advance with expected costs.

**Termination for Cause:** Continued failure to meet PPM targets shall constitute a material breach. The Buyer may terminate the Contract or the Order for cause and pursue all available legal or equitable remedies.

**Suspension of Purchase Obligations:** During any period of non-compliance with PPM requirements, the Buyer may suspend its obligation to purchase affected Products by written notice. The Supplier shall not be entitled to compensation or damages for such suspension, and all previously agreed discounts shall remain in effect.

#### **Art 9 - Liability – Warranty**

Despite any other documents to the contrary, the Supplier is fully liable to the Buyer for the products and services it provides, except as otherwise stated in this article.

For the period of at least 2 years, starting from: (i) the date of delivery of the product (or commissioning, if done later), or (ii) the date of final service performance, the Supplier: (i) shall protect and indemnify the Buyer against any claim or damage related to the product or service, (ii) must repair or replace, at its own expense, any non-compliant products or correct any defective service, (iii) guarantees the product and service against any hidden or other defects, (iv) ensures proper or agreed functioning of the products and is responsible for maintenance, repairs, or replacement of defective parts at its own cost.

After this 2-year period, the Supplier must ensure spare parts are available to the Buyer for an additional 10 years.

The Supplier is fully responsible for any physical injury, property damage, or other harm caused to the Buyer or third parties by the supplied product or service — with no financial limits.

The Supplier also agrees to maintain appropriate liability insurance, with a reputable insurer, for the full duration of its relationship with the Buyer. This insurance must cover all third-party civil liability risks related to the products and services.

#### **Art 10 - Transfer of ownership and risks**

The ownership of the products and services shall be transferred upon delivery and without reservation by the Supplier of said products and services, regardless of the date of payment, even before the payment is made.



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Similarly, the risks of loss, theft and deterioration shall be transferred upon delivery and unreserved receipt of the products and services by the Buyer, regardless of the earlier date of transfer of ownership and payment.

#### **Art 11 - Assignment and subcontracting**

The Supplier shall not under any circumstances assign or subcontract, in whole or in part, without the prior written authorization of the Buyer, its rights or obligations relating to an Order or the Contract. Any assignment or subcontracting, or attempt of the latter, without the Buyer's authorization shall be deemed null and void and shall entitle the Buyer to terminate the Agreement according to article 1.124 of the Spanish Civil Code, without prejudice to the Buyer's right to claim damages.

If such assignment or subcontracting is authorized by the Buyer, the Supplier shall remain fully responsible to the Buyer for all obligations imposed upon it under this Agreement. The Supplier shall be solely responsible for entering into the corresponding agreement with the assignee or subcontractor, ensuring that they are contractually bound to fulfill the obligations as stipulated. Additionally, the Supplier shall ensure that any personnel of the assignee or subcontractor involved in the performance of the contracted work commit to confidentiality obligations equivalent to those undertaken by the Supplier's own personnel.

#### **Art 12 - Confidential Information**

All specifications, drawings, models, documentation, technical specifications or information of any kind whatsoever provided or communicated by the Buyer in writing or orally to the Supplier and appearing on any medium whatsoever as well as any copy that may be made by the Supplier ("Confidential Information") are strictly confidential and belong exclusively to the Buyer. The Supplier undertakes to use the Confidential Information only in the context of the Order and/or the Contract. Consequently, the Supplier refrains from communicating the Confidential Information to third parties and from using it for purposes other than those strictly related to the Order and/or the Contract, without the prior written authorization of the Buyer. Confidential Information must be returned within eight days, when the Order or the Contract has been processed or performed or at the request of the Buyer as well as in the event of termination or expiry of the Order or Contract. The same applies to any equipment supplied or entrusted by the Buyer to the Supplier for the purposes of the Order or Contract or manufactured by the Supplier according to the Order or Contract. The provisions of this article remain fully applicable in the event of termination, expiry or performance of the Order or Contract for any reason whatsoever. The Supplier's attention is drawn in particular to the fact that any breach of this confidentiality undertaking would be likely to cause irreparable harm for the Buyer, which in this case shall be entitled to bring legal action aimed at immediately reducing the extent of its loss and obtaining compensation for the latter. The Supplier guarantees the personal commitment of its employees and principals to comply with the same confidentiality undertaking.

#### **Art 13 - Termination**

The Buyer shall be entitled to terminate the relationship with the Supplier with immediate effect in the following cases:

(i) When the Supplier is in material breach of its obligations under the GTCP, the Order, the Contract or any other agreement entered into between the Buyer and the Supplier, when by material breach the parties consider following situations: (a) a single, serious failure to deliver the products or perform the services within the agreed deadlines, unless caused by a force majeure event duly notified and proven, (b) a single, serious instance of delivery of products or services that do not meet the agreed specifications, quality standards, or quantities. (c) repeated minor breaches (e.g., delays or quality issues) that, when taken together, demonstrate a pattern of non-performance and materially affect the Buyer's ability to rely on the Supplier, (d) failure to remedy any defect or non-compliance within a reasonable period, but no later than 30 days after written notice by the Buyer, (e) breach of confidentiality, data protection, intellectual property, or compliance obligations (e.g., anti-bribery, health and safety, environmental rules), (f) failure to maintain adequate insurance as required under the Contract, (h) assignment or subcontracting of the Order without the Buyer's prior written consent (if restricted under the Contract).



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(ii) The voluntary discontinuance of business or the subjection of voluntary liquidation of the Supplier; (iii) The acquisition of any stake whatsoever in the capital of the Supplier by a company competing with the Buyer; (iv) A change in the social or industrial organization of the Supplier that may affect the proper performance of the Order or Contract. Any termination of an Order or the Contract in the cases mentioned above may result, at the Buyer's choice, in the immediate cancellation of any other Order or any other Contract entered into with the Supplier. In the cases of termination mentioned above, the Buyer is entitled to perform or have performed by a third party designated by it all or part of the Order or Contract at the Supplier's expense. In this respect, the Supplier undertakes to communicate to the Buyer or to the third party designated by it all the elements, including the know-how, necessary for the delivery of the products and services. The provisions of this clause are without prejudice to the Buyer's right to obtain compensation for any other damage suffered as a result of such termination by any legal means.

#### **Art 14 - Compliance with the Law - Ethics**

The Supplier declares that it complies with all legal and regulatory requirements, particularly those relating to labour regulations, tax regulations, health, safety and the environment and holds the Buyer harmless against any claim in this respect. The Supplier shall provide all the documents required by the applicable law or requested by the Buyer in accordance with the applicable law. In addition, the Supplier undertakes to comply with the provisions set out in the Buyer's Supplier Code of Conduct (which can be downloaded at this [LINK](#)). The Supplier recognizes that Buyer may fall within the scope of and may have to comply with specific laws requiring certain due diligence, disclosure, and/or other actions to ensure the protection of certain fundamental human rights and the environment. To the extent any supplementary legal duty applies to Buyer and/or Supplier in any transaction, the Supplier agrees to comply with such obligations that will be incorporated into these GTCP which does not affect the Parties' obligations but stipulates additional obligations for Supplier.

#### **Art 15 - Personal Data**

The parties acknowledge and agree that in the performance and administration of the Order and/or the Contract, they will collect and process the other party's personal data as independent data controllers, for the purposes of invoicing and performing and managing the Order and/or the Contract. Each party undertakes to comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR). Each party ensures that it has a valid legal basis for any personal data shared with the other party. Where a party provides personal data to the other party for these purposes, it shall ensure that it is legally entitled to do so and notify the people whose personal data it has provided to the other party, if necessary. The parties shall not sell or exchange for anything of value the personal data processed in connection with the performance of the Order and/or the Contract and thereafter. The Buyer may share personal data with service providers and the Buyer may store personal data on servers located and accessible worldwide by the Buyer's entities and their service providers, but only in accordance with applicable data protection laws and by providing appropriate safeguards including the Standard Contractual Clauses, as detailed in Appendix 1. The parties shall implement appropriate technical and organizational measures to protect personal data. In the event of a data breach, the affected Party shall notify the other Party without undue delay and cooperate as required under GDPR and other applicable laws. Data protection is an absolute priority for the Buyer. For more information, see our General Privacy Notice. This data protection clause and Appendix 1 shall survive the termination of the Order and/or the Contract. In the case of an Order and/or a Service Contract, the Supplier undertakes to comply with the provisions set out in Appendix 1 of these GTCP.

#### **Art 16 - Compliance with International Trade Laws**

The Buyer is subject to export controls and customs regulations issued by the European Union, the United States of America and other legislation and the Supplier shall do whatever is necessary to comply with them and shall provide in this respect all necessary assurances of compliance with them, in particular so that the Buyer complies with these controls and regulations. The Supplier shall support the Buyer with obtaining preferential origin proof where possible and under applicable Free Trade Agreements. The Buyer cannot be exposed with regard to these regulations and controls to which it may be subject as a result of the performance of the Order and/or the





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Contract. The Buyer reserves the right to refuse to perform, suspend or terminate the Order and/or the Contract with immediate effect in the event of a breach or potential breach by Supplier of any governing laws, regulations or ethical rules, including, but not limited to, international business compliance rules prohibiting the sale of goods and services to certain countries, certain natural persons or legal entities that are subject to economic, financial or other international sanctions.

#### **Art 17 - Intellectual Property**

No provision of these GTCP shall affect the ownership of the intellectual property rights (IPR) of either party that may be used and/or disclosed and/or made available to either party for the purpose of fulfilling an Order and/or a Contract. Nothing in these GTCP shall be construed as conferring on either party any license or right to use the other party's IPR. Furthermore, the Supplier guarantees that the products and/or services it provides do not infringe the intellectual property rights of third parties. The Supplier guarantees the Buyer against any third-party claims in this respect and shall indemnify the Buyer for any resulting damage. Any document, specification, drawing, material and tool provided by the Buyer or created and purchased by the Supplier for the specific needs of the Buyer at the latter's expense shall be the property of the Buyer. The Supplier shall not use them with regard to third parties without the express authorization of the Buyer. **Art 18 Epidemic Failure**

This clause on epidemic failure shall be applied in cases of supply of a technical, engineered, or integrated components, where product reliability and compliance with legal or regulatory standards are critical. Such products typically include, but are not limited to, electronics, machinery parts, industrial equipment, medical devices, or any component integrated into the Buyer's larger systems.

An Epidemic Failure shall mean (a) a failure rate of products exceeding 5% within five (5) years from the manufacturing date of the product supplied by Supplier to the Buyer, or (b) a Product Recall initiated by either party due to legal or regulatory obligations. "Product Recall" means (i) any recall or field action specifically targeting the product supplied by Supplier to the Buyer, or (ii) any recall or field action initiated by an official authority that targets the Buyer's product or system in which the product supplied by Supplier to the Buyer is integrated, if such action is partly due to a defect in the product for which the Supplier is responsible. Failure rates shall be calculated by the Buyer based on time-in-service analysis.

Upon awareness of a potential Epidemic Failure, the Supplier shall, at its own cost:

(i) cooperate in a joint root cause analysis, (ii) prepare and implement a containment action plan within fifteen (15) business days, (iii) identify all affected or potentially affected products, (iv) propose and implement a permanent corrective and preventive action plan.

Liability shall be determined through joint root cause analysis. If unresolved within 90 days, either party may request an assessment to be done by a third-party engineering firm. If no resolution is reached within 180 days, the dispute shall be resolved by arbitration before the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic. Arbitration shall be confidential.

The Supplier shall bear all reasonable direct costs related to remedial actions, including but not limited to: root cause analysis, repair/replacement, logistics, compliance, downtime, re-procurement, and penalties. Supplier warranties shall survive delivery, inspection, acceptance, and use, unless expressly limited by the Contract or Order.

After the warranty period, if similar failure rates occur, the parties shall engage in good faith discussions to assess and resolve the issue.

#### **Art 19 – Supplier's Liability**

The Supplier shall be fully liable for any and all damages, losses, costs, penalties, and expenses (including legal fees) incurred by the Buyer or third parties as a result of any breach of the Supplier's obligations under these GTCP, the Order, or the Contract, including but not limited to: (i) delivery of defective or non-compliant products or services, (ii) delays in delivery or performance, (iii) breach of confidentiality, data protection, or intellectual



property rights, (iv) failure to comply with applicable laws and regulations, (v) any act or omission of the Supplier, its employees, agents, or subcontractors.

This liability shall include, without limitation, compensation for direct and indirect damages, loss of profit, reputational harm, penalties imposed on the Buyer by its customers, and costs of replacement or re-procurement. The Supplier's liability shall not be subject to any financial cap or exclusion, unless expressly agreed in writing by the Parties.

This provision shall survive the termination or expiration of the Order, the Contract, or these GTCP.

#### **Art 20 - Nullity – Tolerance**

If any of the provisions of these GTCP is deemed to be null or unenforceable in whole or in part, only the provision concerned or the part of this provision shall be considered null or unenforceable, without the remainder of these GTCP being null and void. In addition, if necessary, the parties undertake to negotiate in good faith a new provision with a view to replacing that which would have been deemed invalid. In addition, the fact that one of the parties refrains from invoking against the other party any of the clauses of these GTCP shall not be interpreted as implying its waiver of the benefit of said clauses.

#### **Art 21 - Governing Law - Jurisdiction**

These GTCP are governed by Spanish Law with the exception of the United Nations Convention on Contracts for the International Sale of Goods and any other provision of private international law that would result in the applicability of other laws. All disputes that cannot be settled amicably will fall under the exclusive jurisdiction of the Court of Madrid.

#### **Art 22- Applicability of these GTCP**

By accepting these GTCPs, **the Supplier waives the right to apply its own general terms and conditions.**





## APPENDIX 1 - PERSONAL DATA PROTECTION

### Art 1. - Definitions

The following definitions shall apply to this data protection clause ("**this Clause**");

- a. "**Data Protection Laws**" means all national, federal, state and provincial laws applicable to the processing of Personal Data by the Parties in connection with the performance of an Order or the Contract. Data Protection Laws include the GDPR (General Data Protection Regulation), as well as any similar legislation in the world, such as, but not limited to, (i) Australian Privacy Principles and the Australian Privacy Act (1998), (ii) the Personal Information Protection Law (PIPL) of the People's Republic of China, (iii) Japan's Act on the Protection of Personal Information (APPI), (iv) the 2012 Law on the Protection of Personal Data of Singapore, (v) Lei Geral de Proteção de Dados (LGPD) of Brazil, (vi) United States federal or state laws governing personal data protection, such as the California Consumer Privacy Act (CCPA), (vii) Canada's Personal Information Protection and Electronic Documents Act (LPRDE), (viii) the Swiss Federal Data Protection Act.
- b. "**Personal Data**" means any information relating to an identified or identifiable natural person ("Data Subject") who can be identified directly or indirectly, using a name, an identification number, geolocation information, an online identifier or one or more physical, physiological, genetic, mental, economic, cultural or social factors. For clarity, Personal Data includes, but is not limited to, any information classified as personal data under Data Protection Laws.
- c. "**Data Breach**" means any actual or reasonably suspected incident leading to accidental or unlawful access to Personal Data or the destruction, loss, alteration, accidental or unlawful unauthorized disclosure of Personal Data transmitted, stored or otherwise processed.
- d. "**SCC**" means the "**EEA Standard Contractual Clauses**" i.e. the standard contractual clauses approved by Implementing Decision (EU) Rod2021/914 of the European Commission of 4 June 2021 and the "**UK Standard Contractual Clauses**", i.e. the addendum to the international transfer of data to the EEA standard contractual clauses published by the Information Commissioner ("ICO") pursuant to section 119A of the Data Protection Act of 2018.

### Art 2 – Suppliers obligations

The Supplier shall:

- a. Comply with all governing Data Protection Laws;
- b. Not sell, or exchange for anything of value, Personal Data processed hereunder in connection with the performance of an Order or the Contract and thereafter;
- c. In the performance of an Order or the Contract, not to process Personal Data for purposes other than the provision of the goods and/or services, and not to disclose such Personal Data to a third party, unless requested by the Buyer or required by law, for example in connection with a regulatory request, a subpoena, search warrant or any other legal, regulatory, administrative or governmental procedure requiring the disclosure of Personal Data. The Supplier shall take all commercially and legally reasonable steps to limit the nature and scope of the required disclosure to the minimum amount of Personal Data required to comply with governing law. Unless prevented by governing law, the Supplier shall provide the Buyer with reasonable prior written notice of any request for disclosure in order to enable the Buyer to challenge legal, regulatory, administrative or other governmental proceedings, and to cooperate with the Buyer to limit the scope of disclosure to data strictly required by law;
- d. Immediately inform the Buyer if, in the Supplier's opinion, the collection or processing of Buyer Personal Data under this Clause infringes Data Protection Laws;
- e. Inform the Buyer in writing and without delay of any (new) Data Protection Law which (i) could have an impact on the Supplier's ability to deliver the goods or provide the services, (ii) render mandatory the



- addition of contractual clauses specific hereto or would require a modification of this Clause, or (iii) impose on the Buyer or the Supplier obligations which differ from this Clause;
- f. Where the Supplier engages a subcontractor for the performance of specific processing activities (on behalf of the Buyer), to do so only through an agreement which imposes on the subcontractor, in substance, the same or equivalent data protection obligations as those imposed on the Supplier under this Clause. The Supplier shall ensure that the subcontractor complies with the obligations to which the Supplier is subject under this Clause and the governing Data Protection Laws. The Supplier remain fully responsible for the acts and omissions of any subcontractor or other party that processes Buyer Personal Data on behalf of the Supplier in the same manner and to the same extent as it is itself responsible for its own acts and omissions with respect to such Buyer Personal Data. The Supplier shall inform the Buyer of any breach by the subcontractor of its contractual obligations;
  - g. Take reasonable steps to ensure that the Supplier's employees, agents, representatives and subcontractor, subcontractor's employees, or any other person used by the Supplier ("**Supplier's Personnel**") who have access to Personal Data provided by the Buyer are reliable, including (i) ensuring that all Supplier's Personnel is required to maintain the confidentiality of the Personal Data through contractual or legal obligations of confidentiality towards the Buyer equivalent to those of the Contract, (ii) ensuring that the Supplier's Personnel complies with the terms of this Clause, and (iii) ensuring that each Supplier's Personnel have received appropriate data protection training, and have received the necessary instructions to process the Personal Data in accordance with this Clause. In any event, the Supplier shall limit access to the Personal Data to the Supplier's Personnel to cases of absolute necessity. The Supplier will regularly review the list of its personnel who have access to the Personal Data and immediately revoke their access, if they no longer need it;
  - h. Assist the Buyer in ensuring compliance with the following obligations, taking into account the nature of the processing of Personal Data and the information available to the Supplier. The obligation to: (i) Carry out a "Data protection impact assessment" - (DPIA) - (ii) Carry out an impact transfer assessment ("ITA"); (iii) Consult with competent authorities before processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Buyer to mitigate the risk; (iv) Ensure that the Personal Data is accurate and up-to-date, informing the Buyer immediately if the Supplier becomes aware that the Personal Data it processes is inaccurate or has become obsolete; (v) The obligations of Article 32 of the GDPR and Articles 33, 36 to 38 of the GDPR; (vi) Provide a privacy notice to data subjects with whom the Supplier is in direct contact, at the moment of collection of Personal which inform data subjects on data transfers between Parties, unless the Supplier and the Buyer agree in writing that the obligation in relation to the privacy notice is solely the responsibility of the Buyer; (vii) immediately inform the Buyer if the Supplier receives a request from any competent authority in relation to Personal Data or a complaint from a natural person concerning the processing of Personal Data in connection with the provision of goods and/or services. The Supplier shall cooperate with the Buyer and, where applicable, with any competent authority to enable the Buyer to respond to the request or complaint; (viii) The obligation (a) to immediately inform the Buyer if the Supplier receives a legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, (b) review such data request by the law enforcement authority and appropriately restrict and challenge requests that are not necessary or disproportionate or not laid down by law and (c) provide assistance as reasonably requested by the Buyer; (ix) provide full cooperation to the Buyer with respect to maintaining up to date and correct records of processing activities to demonstrate Buyer's compliance with Data Protection Law;
  - i. Enable the Buyer to take reasonable steps to monitor compliance with its obligations under this Clause, including by inspecting the Supplier's data processing facilities, procedures and documentation, and authorizing audits and fully cooperating with them. The provisions of the Contract that apply to audits of any kind also apply to audits related to compliance with Data Protection Laws or the Supplier's obligations set out in this Clause. Without prejudice to the foregoing, the Supplier shall allow audits and inspections, collaborate with the Buyer and contribute to audits and inspections conducted by the Buyer or by an auditor mandated by the Buyer, in a manner proportional to (i) the nature and intensity of the risks associated with the processing of Personal Data in connection with an Order or the Contract, and



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- (ii) the degree of urgency and severity of the actual or suspected potential breach of the Parties' obligations under the Data Protection Laws. In general, the Buyer shall give the Supplier not less than 30 days' notice before carrying out such audits, unless an earlier audit or inspection is required by the governing Data Protection Laws or is mandated by the competent authorities;
- j. To provide the Buyer, upon its first request, with any audit report issued pursuant to ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, OR ISAE 3402 and relating to Buyer Personal Data;
- k. Implement and maintain appropriate technical, physical, organisational, administrative and contractual measures (including the use of encryption, physical access restrictions to all locations containing Personal Data provided by the Buyer, such as storing such records in locked facilities, storage areas or containers, back-up and disaster recovery systems, and any other measures necessary or required by governing Data Protection Laws, as well as, without limitation, any security measures) to ensure a level of security appropriate to the risk, to avoid any unauthorised or unlawful processing of Personal Data, as well as any accidental or unlawful loss, destruction, alteration, disclosure, storage, access or damage to Personal Data. The Supplier shall periodically test and reassess such technical, physical, organisational and administrative security measures adopted to ensure that they remain appropriate and effective. Any abnormalities or changes found in the tests and reassessments must be without undue delay conveyed to the Buyer.

### **Art 3 – Incident Management**

If the Supplier becomes aware of an actual or suspected incident, event, risk or intrusion, which, alone or in combination with other circumstances, may subsequently result in or cause a Data Breach, as defined above (hereinafter referred to as "Incident") the Supplier shall:

- i. Take all reasonable actions and measures necessary to contain and remedy the Incident, to the extent possible;
- ii. Assist the Buyer and provide it with any available information regarding the investigation, corrective actions taken and analysis of the Incident, unless expressly prevented by governing laws;
- iii. Promptly upon and at the latest within 24 hours of the incident occurring, becoming aware of such Incident, notify the Buyer of all available details relating to such Incident, conduct a further investigation and provide the Buyer with any additional details, information or conclusions of which the Supplier becomes aware during the investigation of the Incident;
- iv. If necessary, accompany the initial notification with an explanation detailing the reasons why an exhaustive notification of the Data Breach could not be made earlier, in order to enable the Buyer to collaborate with the supervisory authority in accordance with Data Protection Laws, if applicable through an iterative process;
- v. Ensure that the Buyer has all the information necessary to notify the relevant authorities of such Incident in accordance with Data Protection Laws, including but not limited to the categories and approximate number of data subjects, the categories and approximate number of files concerned, the name and contact details of the contact person from whom further information concerning the Incident may be obtained, the likely consequences of the Incident and the measures taken or proposed by the Supplier to mitigate its potential adverse effects;
- vi. Promptly, at its own expense, undertake a thorough investigation into the circumstances of the Incident, and make available to the Buyer, as soon as possible, any report or comment about such investigation;
- vii. Cooperate fully, at the Supplier's expense, with the investigation of the Buyer and provide any assistance requested by the Buyer, in order for the Buyer to investigate the Incident, and possibly notify the Data Breach to the competent authority in accordance with Data Protection Laws;
- viii. Not to make any public notice, announcement or publication or permit any such notice, announcement or publication in respect of an Incident (a "Notice of Breach") unless required by law or court order, without the prior written consent and approval by the Buyer of the content, medium and timing of the Notice of Breach.



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Where required by law or court order to provide a Notice of Breach, the Supplier shall use all reasonable endeavours to coordinate with the Buyer prior to providing such Notice of Breach.

#### **Art 4 – Post-Contract Obligations**

After termination of the Contract, the Supplier shall, at the option of the Buyer, delete all Personal Data processed on behalf of the Buyer and certify that it has fulfilled this obligation, or return all Buyer Personal Data and delete existing copies, unless Data Protection Laws require the storage of Personal Data. Until the Personal data has been deleted or returned, the Supplier must continue to ensure compliance with this Appendix 1. In the absence of instructions and unless prohibited by law, the Supplier is obliged to immediately destroy any Personal Data after the termination or completion of the Contract and once a 30-day period for the Buyer's right to request the return of its Personal Data after the event of termination or completion expires..

#### **Art 5 – Data Retention**

In accordance with the Buyer's written instructions, the Supplier shall offer the Buyer the opportunity to purge Buyer Personal Data older than one year, or relating to any other period as may be agreed in writing between the Parties, unless the governing law requires the retention of such data.

#### **Art 6 – Standard Contractual Clauses (SCC)**

The parties agree that the Standard Contractual Clauses adopted by the European Commission under Implementing Decision (EU) 2021/914 of 4 June 2021 ("**SCCs**") are incorporated by reference into this Contract as if set out in full. SCC will apply to Personal Data that is transferred from the European Economic Area or the UK, either directly or by onward transfer, to any country or recipient located outside the European Economic Area or the United Kingdom that (a) is not recognised as providing an adequate level of Personal Data protection, and (b) is not covered by another appropriate data transfer tool. For the purposes of this Contract, **Module Two (Controller to Processor)** of the SCCs shall apply. The following options are selected within the SCCs: (i) the option 2 of clause 9(a) applies, and the notice must be given at least 30-days in advance; (ii) option 2 of clause 17 applies. The governing law shall be Spanish law. If the Spanish law does not allow for third-party beneficiary rights under the SCCs, then German law shall apply; (iii) regarding clause 18, disputes will be settled before the Court of Madrid, in which the data exporter is established. If there are several relevant data exporters, the Parties agree on the jurisdiction of the Court of Madrid.

#### **Art 7 – Survival of Obligations**

This data protection clause (APPENDIX 1 - PERSONAL DATA PROTECTION) shall survive the termination of the Contract or the completion of an Order.