

## **1 - DEFINITIONS**

In these General Conditions of Purchase, the following terms beginning with a capital letter, both singular and plural, shall have the meaning indicated below, unless they are expressly given a different meaning:

**Client:** any entity mentioned in the Contract belonging to the Hutchinson Group.

**General Conditions of Purchase:** means the present general conditions of the contract by which the Supplies and Services /Services to the Customer or to any entity of the Customer's group of companies, related to the Contract, are regulated.

**Background:** means that each Party retains, without prejudice to the rights of third parties, the intellectual property rights relating to its background generated or acquired independently and/or prior to the date of signature of the Order.

**Contract:** all the contractual documents, including any amendments thereto, that regulate the relationship between the Supplier and the Customer in relation to the Supplies and/or the Service. The Contract shall be composed, in descending order of priority as indicated below, of the following sections:

- 1) the Delivery Schedule (if applicable);
- 2) the Purchase Order;
3. where applicable, the particular terms and conditions and/or the offer; and/or
- 4) the General Conditions of Purchase, the Fundamental Purchasing Principles, the logistics manual as well as the supplier's manual applicable to the Supply/Service.

**Confidential Information:** means any information of any nature relating to or contained in the Contract, which may be disclosed by the Client by any means (in writing, orally or by any other method, in particular by the provision of samples, models, video, computer files and or which may arise from the performance of the Contract.

**OEM:** stands for the Customer's customer

**Purchase Order** or **Purchase Order:** document in paper or electronic format by which the Customer orders the Supplies/Services from the Supplier. Purchase Orders may be closed or open. A closed Purchase Order refers to any Purchase Order that is not a Blanket Purchase Order. A Blanket Order means any Order for Supplies/Services that specifies the essential characteristics, in particular the specifications and the price, but not the quantities or the schedule of the Supplies/Services to be delivered.

**Parties** or **Party:** Customer and/or Supplier.

**Delivery Schedule:** means any document(s) by which the Customer contracts or orders definite quantities of Supplies/Services and establishes delivery dates or deadlines, pursuant to a Purchase Order or Contract.

**Supplier:** the legal entity(ies) or natural person(s) engaged by the Client to perform the Contract, bound by an absolute obligation under the Contract.

**Results:** means, without limitation, the results of work and Services, information, knowledge, inventions, know-how, software, databases, packages, drawings, documents, photographs, videos, designs, models, names, domain names, signs, logos, colours, graphics or other signs, models, prototypes, Supplies, processes and methods, regardless of the nature and/or medium, whether or not they can be protected by title or intellectual property rights, resulting from the Supplier's performance of the Contract.

**Service:** any work and/or services to be performed by the Supplier and any items (in particular, Supplies, equipment, materials and associated documents) to be delivered by the Supplier as described in the Contract.

**Subcontractor:** the legal or natural person(s) to whom the Supplier entrusts the provision of all or part of the Supplies.

**Supply or Supplies:** any goods, products or materials, including, where appropriate, associated documents and ancillary installation services related thereto, as defined in the Contract.

## **2 - SCOPE**

These General Conditions of Purchase and the Contract are the result of negotiations between the Parties. They shall apply to any Order placed by the Customer with the Supplier. The requirements set out in these General Conditions of Purchase are binding for the Supply to the Customer. These General Conditions of Purchase shall be binding on the Parties for as long as they remain in force.

The Supplier, before or at the time of submitting its offer to the Client, must state that it has been provided with and is aware of these General Purchasing Conditions. The Supplier shall agree to adhere to them once the Contract has been signed by all the Parties in accordance with article 5 of Law 71/1998, of 13 April, on General Contracting Conditions.

The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement or commitment, written or oral, relating to the same Purchase Order or Order. It may only be modified by an amendment signed by the Parties.

## **3 - ENTRY INTO FORCE AND DURATION**

The Contract shall enter into force on the date indicated therein. The Supplier must sign the Purchase Order within forty-eight (48) hours of receipt. If the Supplier does not return the signed Purchase Order within the aforementioned period, the Customer may terminate the Contract without any liability whatsoever, after immediately notifying the Supplier within a maximum period of seven (7) calendar days. Notwithstanding the foregoing, Supplier's acceptance of the Agreement shall be deemed to be: (i) Supplier's commencement of performance of an Order; or (ii) Supplier's failure to sign the Order within forty-eight (48) hours, provided that Customer elects not to exercise its right to terminate or cancel the Order in accordance with the above terms.

Acceptance of the Contract does not imply any exclusivity in favour of the Supplier.

Delivery forecasts of Supplies potentially communicated to the Supplier have no contractual value.

For a first Order, the Supplier shall provide, where appropriate, initial samples (IM) of the production run that comply with the contractual requirements regarding raw materials and quality controls.

## **4 - PRODUCTION CAPACITY AND FLEXIBILITY**

The amounts stated in the Contract are for information purposes only and do not constitute a commitment on the part of the Customer. The binding quantities shall be specified by the Delivery Programme in its so-called fixed part. In the event that the OEM imposes an increase in the production for which the Supplies are required, the Supplier undertakes to meet, in accordance with the terms of the Contract, all additional Supply requirements of the Customer, at the agreed price and at no additional cost. In the event that the OEM imposes a reduction or stoppage of the production comprising the Supplies, the Customer may, without liability of any kind, take the following measures:

- in the event of a reduction in production, impose such reductions on the Supplier without any impact on the prices originally agreed between the Parties; and

- in the event of interruption of production, terminate the Contract in accordance with the terms of **Clause 21.3 - OEM Termination**.

The Supplier undertakes to organise its production in such a way as to be able to cope with the situations referred to in this Clause. Each Party shall bear the costs arising from such situations.

## **5 - MODIFICATIONS TO SUPPLIES/SERVICES**

The Customer reserves the right to modify the Contract (including the technical specifications of the Supplies or the scope of the Services) at any time. The Supplier undertakes to execute and implement such modifications without delay.

The Supplier undertakes to send as soon as possible, and at the latest within seven (7) calendar days of the Customer's request, a technical and commercial offer in response to the Customer's request, accompanied by the corresponding supporting documents. The modifications agreed between the Parties are formalised by an amendment to the Order. In the absence of agreement between the Parties, the Client reserves the right to:

- or have the modification carried out by a third party; in this case, the Supplier undertakes to provide the Customer with all the drawings, technical specifications and any other document necessary for the execution of the modifications;
- or to terminate the Contract in whole or in part in accordance with **Clause 21 - Grounds for Termination**.

The Supplier may not modify the Supplies/Services without the prior written consent of the Customer.

## **6 - DELIVERY**

### **6.1 - Terms and Conditions of Delivery**

All deliveries are made in accordance with the logistics manual. Unless otherwise stated in the Contract, deliveries are made "*Delivered Duty Pay - Place of Destination*" (DDP), in accordance with the most recent edition of the Incoterms, at the agreed place on working days and during normal business hours. The place of delivery is the place indicated on the Purchase Order. Any early or partial delivery must be agreed in writing in advance by the Customer. In the event of non-compliance with the delivery date(s) or period(s) foreseen in the Contract (early or late), and in the absence of written acceptance by the Customer of the new delivery date(s) or period(s), the Customer shall be entitled either to return the Supplies to the Supplier at the Supplier's expense, or to store them pending their recovery by the Supplier, all at the Supplier's risk and expense.

Any additional costs resulting from this delay shall be covered by the Supplier, except in cases of force majeure.

### **6.2 - Packaging - Labelling - Marking**

The Supplier is responsible for the packaging, which must be appropriate to the means of transport used and to the Supplies transported, in accordance with the applicable legislation and trade customs and, in general, with the conditions specified in the Contract.

In any case, the packaging shall prevent any damage that may affect the Supplies during their transport, handling and storage at the place of destination. The Supplies shall be properly labelled and packed, and the packaging shall be marked by the Supplier in accordance with the applicable legislation and the conditions specified in the Contract.

### **6.3 - Security plan**

The Supplier undertakes to draw up, maintain, test and develop a contingency plan within the meaning of Clause 6.1.2.3 of "*IATF Standard 16949*" to ensure continuity of Supply in the event that this is compromised for any reason, including as a result of cyber-attacks. This emergency plan shall be documented and presented to the Customer at the time of

receipt of the initial samples (IM) at the latest and subsequently during each modification and in any case at the Customer's initial request. The Customer reserves the right to audit the emergency plan at any time, to ask any questions and to request changes if the plan does not appear to sufficiently ensure continuity of Supply.

## **7 - COMPENSATION FOR DAMAGES**

Compliance with the deadlines, the delivery date and all the Customer's requirements are mandatory and constitute essential elements of the Contract. The Supplier undertakes to comply with them regardless of the existence of a possible dispute with the Customer, including on the applicable prices. Where non-compliance with the delivery date or deadlines is foreseeable, the Supplier shall immediately inform the Customer, in writing, of the importance and reasons for such non-compliance. Unless otherwise stipulated in the Contract, liquidated damages shall be equal to 0.65% of the Contract or Order amount for each calendar day of delay, up to a limit of 10% of the Contract or Order amount. The payment of any liquidated damages shall not release the Supplier from its obligation to fulfil the obligation in question. Invoicing and payment of liquidated damages shall not affect the Customer's right to claim compensation from the Supplier for the full amount of damages caused as a result of the delay or non-performance and/or to terminate automatically and without formal notice all or part of the Contract, in accordance with the provisions of **Clause 21 - Grounds for Termination**.

Since the termination will only take place upon formal notice, the liquidated damages will apply up to and including the date of expiry of the final period of performance fixed in the formal notice.

## **8 - REGISTRATIONS, APPROVALS AND AUTHORISATIONS**

The Supplier warrants that it, its personnel and any Subcontractors and their personnel have all legal registrations, approvals and authorisations necessary for the execution and performance of the Contract, such as, in particular, authorisations and registrations with administrative authorities and registrations or certifications with professional bodies. The Supplier shall submit them to the Client prior to the commencement of the performance of the Contract.

If all or part of these registrations, approvals and authorisations are withdrawn from the Supplier or any of its possible Subcontractors, or if they are not renewed, the Supplier shall inform the Client immediately. In such a case, the Customer shall be entitled to terminate the Contract in whole or in part automatically, without formal notice, in accordance with **Clause 21 - Grounds for Termination**.

## **9 - REGULATORY COMPLIANCE**

The Supplier declares that it is aware of and undertakes to comply and to ensure compliance by its Subcontractors with all applicable laws, regulations and practices, including all provisions relating to the fight against corruption and trading in influence, provisions relating to health, safety, the environment (in particular, EU Regulations 1907/2006 (REACH) and 1272/2008 (CLP), the fight against undeclared work (in particular Regulation (EU) 2019/1149 establishing the European Labour Authority), as well as the applicable regulations relating to data privacy (in particular EU Regulation 2016/679 (GDPR), as set out in **Clause 24 - Data Protection**.

## **10- IMPORT AND EXPORT REQUIREMENTS, CERTIFICATES OF ORIGIN AND EXPORT RESTRICTIONS**

The Supplier shall comply with all import and export controls, customs duties, foreign trade regulations and other requirements and shall provide the Customer, upon request, with relevant information or documentation on its compliance.

The Supplier shall communicate to the Customer, in writing without undue delay, any information or data that the Customer may require in order to comply with foreign trade regulations, in the case of temporary or definitive export, import or re-export.

Without limiting the generality of the foregoing, the Supplier shall make available as soon as possible, duly completed and signed, any documents that may be requested by the customs administrations or authorities of the receiving country or other applicable export and/or import licensing regulations.

### **11 - ACCEPTANCE OF SUPPLIES**

The Customer shall use its best endeavours to inform the Supplier of any apparent defects in the Supplies/Services as soon as possible after their detection is possible in the normal course of business.

The absence of refusal or reservation during delivery and/or payment of the Supplies/Services by the Customer shall not constitute acceptance. In the event of express refusal of the Supplies, the Supplies shall remain at the Supplier's disposal at the place of delivery, under his responsibility and at his expense. In the event of rejection, and unless the Customer decides otherwise in writing, the Supplies shall, at the Customer's choice and at the Supplier's risk and expense, be repaired or replaced by the Supplier within a period not exceeding seven (7) calendar days after rejection by the Customer.

### **12 - TRANSFER OF OWNERSHIP AND RISK**

The transfer of ownership of the Supplies/Services shall take place at the time of their manufacture. The Supplier undertakes to identify on behalf of the Customer the Supplies/Services deliverable in execution of the Contract as they are manufactured, so that they are not combined with its own stock or other supplies deliverable to other customers. The Supplier undertakes to require the same from its Subcontractors.

Unless otherwise provided for in the Contract, the passing of risk shall take place at the time of delivery of the Supplies, in accordance with the Incoterm indicated in **Clause 6 - Delivery**, except in the event of refusal of delivery of the Supplies as provided for in **Clause 11 - Acceptance of the Supplies**.

It is specified that the Customer is the owner of all samples, tools, models, prototypes and calibrations produced or made by the Supplier for the execution of the Contract. The transfer of its ownership and risk takes place in accordance with the conditions stipulated above.

In the event that the Customer lends to the Supplier, for the performance of the Contract, tools or equipment owned or possessed by the Customer, or belonging to an OEM, the Supplier undertakes to comply with the provisions of the tool loan-for-use agreement to be agreed between the Parties prior to the delivery of such tools or equipment to the Supplier. If no loan for use agreement has been signed, such tools or equipment are recognised by the Supplier as belonging to the Customer and the Supplier undertakes to use the standard of care expected of a custodian.

### **13 - PRICING AND INVOICING - TERMS OF PAYMENT AND CLEARING**

#### **13.1 - Price**

Unless otherwise stated in the Contract, the prices indicated in the Contract are firm, fixed, definitive and not subject to revision and include, in particular, all fees, items and taxes. VAT is applied in accordance with the regulations in force. The Supplier is responsible for the establishment of its price and acknowledges and accepts that the rates and prices indicated in the Order are fair and include all risks. Therefore, the Supplier shall not subsequently claim any unilateral price increase for any reason whatsoever, regardless of the circumstances.

#### **13.2 - Turnover**

Invoices shall be drawn up by the Supplier in accordance with the legal provisions and those set out in the Contract, on behalf of the Customer, and sent to the address indicated in the Purchase Order, stipulating the reference numbers of the Contract and the Purchase Order. Invoices shall be issued in the currency stipulated in the Contract.

### 13.3 - Terms of payment. Compensation

Unless otherwise stipulated in the Contract, invoices shall be payable sixty (60) days from the date of issue.

In the event of non-payment, the Customer shall pay a non-payment penalty from the first day of non-payment, as well as a fixed indemnity for collection costs of forty euros (€40). The rate of the non-payment penalty shall be equal to three (3) times the legal interest rate in force on the first day of non-payment, which shall be applied to the unpaid amount. The increased legal interest rate constitutes a flat-rate indemnity for the Supplier, so that the Supplier may not claim any other amount from the Client due to the non-payment.

The Customer may set off any amount owed by the Supplier in respect of any item against any amount owed by the Customer to the Supplier in connection with the purchase of the Supplies.

## 14 – WARRANTY

### 14.1 - Purpose

The Supplier undertakes to inform, advise and warn the Customer, irrespective of its capabilities or knowledge, and to inform the Customer of the nature and composition of the Supplies as well as the Services. The Supplier shall warn the Customer of the risks related to the Supplies and the Services, in particular with regard to hygiene, safety and any other risk of danger.

The Supplier warrants that the Supplies are free of any liens and/or encumbrances, are new (except as provided for in the Order), and comply with the description, specifications and initial samples mentioned in the Contract. Furthermore, the Supplier warrants that the Supplies comply with the objectives indicated by the Customer, and that they are free from any defects.

The Supplier undertakes to deliver the Supplies in accordance with best practice, so that the Supplies can be legally purchased, sold, used, transported or exported.

### 14.2 - Duration and scope

Unless otherwise stipulated in the Contract, the duration of the contractual warranty is thirty-six (36) months from the date of delivery by the Customer to the OEM of the Supplies/Services or such other warranty offered by the Supplier in the event that it is longer than indicated above, whether or not they are integrated into a set or sub-assembly of components or parts manufactured by the Customer.

In addition, the Supplier warrants the Supplies and Services for the period stated above, wherever located, against any defect in design, material or workmanship and undertakes to remedy any such defect, at its own expense, within seven (7) calendar days of receipt of a request from the Customer or to replace it in the event that the former is not possible. The Supplier shall repair or replace the defective Supplies/Services, at the Customer's option. All costs necessary for the repair or replacement of the defective Supplies/Services, as well as inspection costs, shall be borne by the Supplier, including in particular transport costs, insurance, taxes, removal and reinstallation of the defective Supplies/Services, associated checks, expert work, changes to the definition and/or implementation of the defective Supplies/Services, costs for the qualification of the changes and cost supplements. In the event of non-compliance with this clause, the Client may replace the Supplier with a third party to remedy the defects, anomalies or non-conformities reported, at the Supplier's risk and expense. In this case, the Supplier shall place at the disposal of the selected third party all the documents and elements necessary for the performance of the requested Supply/Service. The Supplier shall indemnify the Customer for any damage suffered as a result of the defect, as well as for all the consequences of his non-compliance.

Any replacement or repair of the Supplies under warranty gives rise to a new warranty of a duration equivalent to that of the initial warranty, as from the Customer's acceptance of the replaced or repaired Supplies.

It is specified that the Supplier shall remain liable for all warranties provided in accordance with applicable law and regulations.

Acceptance by the Customer of the design, drawings, material, process or specifications does not release the Supplier from the aforementioned warranties.

#### **14.3 - Availability of spare parts**

The Supplier guarantees the prompt Supply of all spare parts necessary for the correct operation of the Supplies for a period of fifteen (15) years from the date of acceptance, unless otherwise stipulated in the Contract. To this effect, the Supplier undertakes to maintain the specific tools and equipment, as well as the corresponding manufacturing drawings and ranges, in good working order until the end of the period stipulated above. The price applicable to these spare parts after the expiry of the contractual or legal guarantee period shall be agreed between the Parties.

#### **14.4 - End of life**

IF the Supplier decides to stop manufacturing all or part of the Supplies, the Supplier shall inform the Customer at least six (6) months prior to the effective end of the useful life of the Supplies, so that the Customer may place additional Orders and/or search for a substitute supplier or substitute products. In this regard, the Supplier shall assist the Customer in the search for a substitute supplier or substitute products.

### **15 - HYGIENE, SAFETY AND ENVIRONMENT**

In the delivery of the Supplies to the locations designated by the Customer, the Supplier shall comply and shall cause its employees, representatives or any Subcontractors to comply with the regulations in force at the location designated by the Customer with regard to health, safety, working conditions and the environment, as well as with the applicable legislation and regulations on the subject.

In the event of non-compliance with any of these rules, the Supplier and/or its possible Subcontractors may be denied access or asked to leave the place of delivery. The Supplier shall be liable for all consequences of non-compliance with these rules, including refusal of access to the place of delivery or eviction from the place of delivery.

### **16 - AUDIT**

At any time during the performance of the Contract, upon seven (7) calendar days' prior notice, the Customer or its representative shall have the right to conduct audits at the Supplier's or its Subcontractors' premises. It is understood between the Parties that in the event of a suspected personal data breach, security or cybersecurity incident or quality or delivery problems, the notice period shall be forty-eight (48) hours.

These audits shall cover compliance with all obligations of the Supplier, whether contractual, statutory, regulatory, regulatory or applicable industry best practice and the inspection or test the materials subject of the Supply/Service at any stage prior to delivery

In the event that the audit reveals non-compliance with part or all of the obligations set out in the Contract, the Supplier undertakes to implement with immediate effect all corrective measures aimed at remedying such non-compliance.

These audits carried out by the Customer do not in any way reduce the Supplier's contractual liability, in particular as regards the extent of its own controls, and do not affect the Customer's right to reject all or part of the Supplies upon delivery. The Supplier shall co-operate fully with the Customer (or with the third party commissioned by the Customer

to carry out the audit), in particular by granting access to all its premises and facilities, as well as to any documentation or information.

Depending on the non-compliance found and without prejudice to the Client's rights or any action it may take, the Client reserves the right to claim from the Supplier all or part of the costs incurred in carrying out these audits/inspections.

## **17 - CIVIL LIABILITY AND INSURANCE**

### **17.1 - Liability**

Each Party shall be liable for any damage caused by itself, its employees, its representatives and/or its Subcontractors to the other Party or to third parties as a result of the Supplies and/or the Services and/or the performance of the Contract. The Parties guarantee the other Party and its insurers and undertake to hold them harmless against any damage and/or liability that the other Party may have in this respect.

The Supplier is liable for any damage, direct or indirect, including loss of profit, bodily, material or immaterial, consequential or otherwise, which the Supplier itself or one of its Subcontractors may cause to the OEM Customer or to any third party as a result of the Supplies or the Services subject of this Contract or of their execution or non-execution.

The Supplier undertakes to indemnify, defend, guarantee and hold the Customer harmless against all damages, losses, costs and expenses incurred by the Customer, in particular (but without limitation), the amounts invoiced by the Customer's customers or OEMs to the Customer itself, the costs related to an interruption of production at the production sites of either the Customer or the Customer's customers or OEMs, as well as the costs incurred as a result of the recall campaign.

### **17.2 - Insurance**

The Supplier undertakes to take out, at its own expense, and to maintain in force during the performance of the Contract, an insurance policy with a first class insurance company designed to adequately cover its liability under the Contract and, specifically, shall take out the following insurances:

- Liability insurance covering operations and post-delivery, for material, immaterial and bodily damages, for a minimum amount of five million five hundred thousand euros (5,500,000 euros) per claim (unless otherwise agreed between the Parties).
- Liability insurance for automobiles and self-propelled equipment used for the execution of the Contract.
- Insurance to cover damages caused to its personnel, when the Supplier is located in a country where there is no legal system of social security coverage.

The insurance should include cover for the costs of the recall campaign.

Before commencing performance of the Contract, and at any time thereafter at the Client's request, the Supplier undertakes to send the former an insurance certificate certifying the existence of the insurance, its validity, the sum insured, the guarantees, the duration and the renewal of the policy(ies), in accordance with the standard certificate attached as an annex to the Contract. The Supplier undertakes to notify the Client without delay in the event of cancellation or modification of the insurance policy for any reason whatsoever.

The amounts of insurance cover do not constitute a limitation of the Supplier's liability.

## **18 - SUPPLY OF NEW AND/OR COUNTERFEIT MATERIALS**

It is essential for the Customer's business to ensure the Supply of original and non-counterfeit goods, and the Supplier therefore guarantees the Customer the Supply of new, authentic and unused goods (unless the Supply of used goods is agreed in writing).

If any part is described within the scope of a Purchase Order Supplies by a Supplier part number or product description, or is specified by an industry standard, the Supplier shall guarantee and be responsible for ensuring that the spare parts it supplies meet all the requirements of the Purchase Order.

The Supplier may only purchase items directly from original component manufacturers or distributors authorised by them (i.e. franchisees). The Customer does not authorise the Supply of items of other origin, unless previously agreed in writing with express reference to this clause. The Supplier shall maintain a method of traceability that ensures the traceability of the Supply chain back to the manufacturer of all items included in the Purchase Order.

If counterfeit or suspected counterfeit goods are supplied under the Purchase Order or are found in any of the goods delivered hereunder, the Customer may, at its sole option, return the goods, freight collect, to the Supplier and the Supplier shall replace them, freight prepaid, with goods acceptable to the Customer under this clause, immediately. The Supplier shall be liable for all costs in connection with the seizure, removal, replacement, penalties and any other additional costs incurred by the Customer in connection with the Supply of goods in breach of this clause.

The Supplier shall inform in writing those of its employees involved in the performance of the work under the Purchase Order, before they commence their work, that there is a risk that they may be criminally penalised in connection with any misrepresentation, concealment, fraud or false statement relating to the work performed under the Purchase Order.

## **19 - FORCE MAJEURE**

If a Party is prevented from performing its obligations due to a force majeure event, it shall notify the other Party in writing within five (5) working days from the date of its effects, providing all appropriate evidence, and indicating the impact on the current Order, as well as the measures taken to mitigate the effect.

The performance of the part of the Order directly affected by the force majeure event is suspended. The performance shall be resumed once its effects have ceased. Each Party shall, as far as it is concerned, bear the consequences of the force majeure event.

In the event of delay or impossibility of performance due to a force majeure event affecting the Supplier, the Customer reserves the right to take all necessary measures to ensure delivery or performance of the Supplies and/or Services, including termination of the Contract.

In no case shall the variation in the cost or availability of materials, components or services due to market conditions exempt the Supplier from its responsibility in the event of non-fulfilment of the Contract, such situations being excluded from the denomination of force majeure.

In the event that the event giving rise to the case of force majeure lasts for more than fifteen (15) consecutive calendar days (or other period agreed in writing by the Parties), the Party against which the case of force majeure is opposed may terminate the Contract immediately and as of right, without any liability or compensation whatsoever. However, the Supplier shall reimburse the Customer for any amounts already paid in advance under the Contract and which do not correspond to Supplies already delivered on the date on which the case of force majeure occurs.

Force majeure shall not include (i) events foreseeable or which should have been foreseen by either party; (ii) strikes, whether of the Parties or their Subcontractors, unless they are national; (iii) meteorological phenomena; and (iv) COVID.

## **20 - ASSIGNMENT / SUBCONTRACTING**

### **20.1 - Transfer and change of control**

The Contract has been concluded on an *intuitu personae* basis with respect to the Supplier, who has been selected on the basis of his quality and experience, and in consideration of his identity (shareholders and management). Consequently, the Supplier is not entitled to assign the Agreement to third parties, even in part, except with the prior written consent of the Customer. The Customer may assign all or part of the Contract to a company of its group, as mentioned in **Clause 1 - Definitions**.

In the event of a contribution to a company not controlled by the Supplier, a merger with a company not controlled by the same company as the one that controls the Supplier or in the event of a change of control, the Supplier shall immediately inform the Customer. Control means the holding of a majority of the voting shares or the right to appoint a majority of the members of the board of directors of another company. In the event of such a change of control, the Client may terminate the Agreement in whole or in part by giving notice of its decision by registered letter with acknowledgement of receipt, without being held liable and without such termination giving rise to the payment of any compensation. The termination shall become effective on the date indicated in the aforementioned letter.

Unless expressly stipulated to the contrary, the Supplier shall remain jointly and severally liable to the Customer for the full performance of the Contract.

### **20.2 - Subcontracting**

The Supplier may not subcontract all or part of the execution of the Contract without the prior written consent of the Client. In any case, the Supplier shall be fully liable to the Client for the correct execution of the Contract.

## **21 - CAUSES FOR TERMINATION**

### **21.1 - Termination for non-compliance**

The Client may totally or partially terminate the Contract in the event of non-fulfilment or defective fulfilment by the Supplier of any of the obligations incumbent upon it, following formal notification that will take effect after a period of fifteen (15) calendar days from the date of receipt of the notification.

The period of fifteen (15) days established in the previous paragraph is reduced to seven (7) calendar days in cases in which the Client declares the termination due to repeated non-compliance or repeated inadequate compliance by the Supplier with any of its obligations.

The Supplier is liable to the Customer for any detrimental consequences due to such breaches.

### **21.2 - Resolution for convenience**

The Customer may at any time, by giving three (3) months' notice (unless otherwise agreed in good faith between the Parties) sent by registered letter with acknowledgement of receipt to the Supplier, terminate the Contract in whole or in part. Upon receipt of the notice, the Supplier undertakes to carry out the settlement operations only on the part of the Contract in progress. The Customer shall make a final payment to the Supplier equal to the contractual value of the Supplies/Services performed or in progress and not paid for on the day of termination. The said Supplies/Services and the remaining stock shall become the property of the Customer on the day on which the latter receives full payment for the same, less any amounts that the Supplier may owe the Customer, in particular as penalties, it being understood that the amount paid to the Supplier for this item may not exceed the amount of the Contract.

The Supplier may not claim payment of any other amount under any circumstances.

### 21.3 - Resolution by the OEM

In the event of termination by the OEM, the Customer shall terminate the Contract with the Supplier with a period of notice equal to that which the Customer benefits from in its relationship with the OEM minus fifteen (15) days. The Supplier shall proceed to inventory its stock of raw materials and components dedicated to the execution of the Contract, finished parts and work in progress which it shall send to the Customer within fifteen (15) days at the latest. The Customer shall use its best efforts to obtain full or partial payment for the same from the OEM. If the OEM agrees to pay a specific amount, the Customer shall pay it to the Supplier upon receipt of the corresponding amounts from the OEM. The Supplier shall not be entitled to claim payment of any other amount under any circumstances.

### 21.4 - Effects of termination or expiry of the Contract

In the event of termination or expiry of the Contract, for any reason whatsoever:

- Provisions which by their nature are intended to remain in force after termination or expiry of the Contract shall remain in full force and effect.
- The Supplier undertakes to return to the Customer all goods belonging to the latter and/or made available to the Supplier by the Customer and, if the Customer so requests, to transfer to the Customer without delay stocks of raw materials and parts, work in progress and/or finished or semi-finished Supplies in accordance with the contractual terms of the Contract or, if not specified, on the basis of justified actual costs.

### 21.5 - Reversibility

Upon expiry or in the event of total or partial termination of the Contract for any reason whatsoever, the Supplier shall carry out the operations and actions necessary or useful to enable the Customer, or any third party designated by the Customer, to continue, after the termination or expiry of the Contract, without interruption, with the delivery or provision of the Supplies/Services under optimum conditions. The Supplier shall, throughout the term of the Contract, take all necessary steps to ensure reversibility in accordance with the conditions set out above.

## **22 - INTELLECTUAL PROPERTY/INFRINGEMENT**

### **22.1 -Previous knowledge**

Each of the Parties retains, subject to the rights of third parties, the intellectual property rights relating to its prior knowledge generated or acquired independently and/or prior to the date of signature of the Order (hereinafter referred to as the “**Prior Knowledge**”).

The Supplier grants to the Customer, for the maximum legal term of legal protection, worldwide, for any kind of exploitation and in any field of application, in return for the payments due and as and when the Contract is executed, the non-exclusive rights concerning the use, reproduction, representation, adaptation, modification, translation, manufacture by any means and on any medium of its Background necessary for the implementation of the Results as well as a right to sub-license and/or assign these rights to third parties.

### **22.2 - Results**

The Supplier assigns to the Customer, on an exclusive basis, in exchange for the payments due and as they are designed, full ownership of the Results, including all intellectual property rights associated therewith, on a worldwide basis, even if not yet communicated by the Supplier to the Customer, for the entire term of their legal protection. As such, the Client acquires without limitation, for any type of operation and in any field of application, the rights relating to the use, reproduction, representation, adaptation, modification, translation, manufacture, distribution and commercial exploitation of all or part of the Results, by means of any existing or future medium or support.

### **22.3 - Infringement**

The Supplier declares that it is the owner of all the intellectual property rights relating to the Supplies or that it has obtained from the third party owners of said rights the authorisations necessary for the Customer to be able to freely use or assign the Supplies, it being understood that the cost of said authorisations is included in the price of the Contract.

Consequently, the Supplier exempts the Client from any claim or action brought by third parties for infringement, parasitism or unfair competition in relation to the Results. At the Customer's request, the Supplier undertakes to become a Party to any action that may be brought by a third party against the Customer and to assume all the consequences, in particular financial, that may arise therefrom. Without prejudice to the rights of the Customer and/or the actions that it would or could take in the event of a prohibition of use or exploitation, the Supplier shall endeavour, at its choice, at its own expense and within a time limit compatible with the constraints of the Customer, either to obtain for the Customer the right to continue using the disputed item, or to replace it with an equivalent item that is not the subject of the dispute, or to modify it in order to avoid a dispute and without prejudice to the rights and actions available to the Customer. This guarantee shall survive the termination of this Contract, for the duration of the protection granted by law to the rights assigned or granted to which it refers.

### **23 - CONFIDENTIALITY**

The Supplier is prohibited, except with the prior written consent of the Client, from communicating to third parties, directly or indirectly, Confidential Information.

The Supplier warrants that the Confidential Information is used for the sole purpose of performing the Contract. The Supplier undertakes (i) to protect the Confidential Information from any unauthorised disclosure, (ii) not to copy, reproduce or duplicate the Confidential Information in whole or in part, (iii) to disclose the Confidential Information internally only to those members of its personnel who have a genuine need to know it, informing them of the confidential nature of the Confidential Information and the corresponding obligations. As such, the Supplier shall ensure that these obligations are accepted and applied by its personnel.

The obligations under this clause shall remain in force for five (5) years after completion of performance or termination of the Contract. On the date of termination or termination of the Contract, the Supplier shall destroy or return the Confidential Information to the Client, without delay, without being able to claim any right of retention from the Client.

### **24 - DATA PROTECTION**

The Parties undertake to comply at all times with the requirements set out in Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as its implementing regulations (GDPR) and those contained in Organic Law 3/2018 of 5 December on the protection of personal data and the guarantee of digital rights (LOPDGDDD).

The Parties will process the personal data contained in the Contract for the purpose of managing the Services described therein on the basis of the legitimisation of the performance of a contract and in legitimate interest in accordance with the provisions of article 19 LOPDGDD. The data will not be disclosed to third parties except in those cases where there is a legal obligation, and will be kept for the time necessary for the fulfilment of this purpose and to determine possible liabilities that may arise from this purpose and the processing of the data.

Data subjects may exercise their rights, lodge a complaint with a supervisory authority, withdraw their consent, access, rectification, erasure and portability, rectification, objection and restriction of processing, as well as not be subject to

personalised decisions based solely on automated processing, where applicable, at the addresses indicated in the heading of the Contract.

## **25 - REFERENCE TO TRADE MARKS AND CUSTOMER NAMES**

The Supplier shall not use or refer to the corporate names, trademarks or logos of the Customer's group without the prior written consent of the Customer.

## **26 - APPLICABLE LAW / JURISDICTION**

This Agreement is governed by Spanish law. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

First, the Parties shall attempt to resolve their negotiated dispute in good faith.

In the absence of a negotiated agreement within sixty (60) calendar days from the opening of negotiations, any dispute relating to the formation, interpretation, execution or non-execution of this Contract shall be submitted to the competent Courts, to which the Parties grant exclusive jurisdiction even in the event of third party or multiple defendants, except in the case of urgent proceedings involving an application for interim measures, summary proceedings.

## **27 – EXPORT CONTROL / INTERNATIONAL SANCTIONS**

Each Party shall comply with all laws, regulations and rules applicable to the disclosure of information, including without limitation, European Union ("EU") and United States of America ("USA") regulations and controls relating to the export and re-export of goods, software and technology, as well as with regard to any countries subject to embargo under USA laws and regulations or any decision, directive or regulation issued by the EU Commission or Council.

Neither Party shall be obliged to perform any obligation under the Agreement if such performance does not comply with, is inconsistent with or violates or exposes any Party (hereinafter the "Affected Party") to punitive measures under any laws or regulations applicable to the Parties relating to export control and/or international economic sanctions. If so, then the Affected Party shall promptly notify the other Party in writing of its inability to perform the Agreement.

Once such notice has been given, the Affected Party may either (i) suspend performance of its affected contractual obligations until the Affected Party is able to lawfully perform its affected contractual obligations or (ii) terminate this Agreement where the Affected Party is unable to lawfully perform its obligations under the Agreement.

## **28 - GENERAL PROVISIONS**

### **28.1 - Independence of the Parties**

The Agreement is entered into by and between independent Parties. Nothing in this Agreement shall be construed as giving either Party any power or authority to act on behalf of the other Party or as constituting any kind of association or partnership between the Parties.

### **28.2 - Divisibility**

Any provision of the Contract that is rendered ineffective by law, regulation or court order shall be deemed to be unwritten. However, the other provisions of the Contract shall remain in force.

### **28.3 - Resignation**

A Party's failure to require performance of a provision of the Contract shall not be construed as a waiver of that provision.

