GENERAL PROCUREMENT CONDITIONS

GENERAL TERMS:

The procurement of goods and/or the commissioning of works and/or services by GESAB (Purchaser) shall be governed by these General Conditions, except where there has been express agreement to the contrary in the corresponding offer or in the order, thereby constituting the special conditions of the said offer or order.

As such, any other conditions that have not been explicitly accepted by GESAB shall be of no value or legal effect. Any sale conditions proposed in the order or at any other time by the Supplier (Seller) shall only be binding where they have been previously accepted in writing by both parties.

These General Conditions shall be deemed to be notified to the Supplier as from the time it receives the Order placed by GESAB – even if they are not attached to the said Order – where the Supplier has already received them during the course of its commercial relationship with GESAB, or as from the time it is made aware of the website (www.gesab.com) where they are set forth.

ORDERS:

Once the Order has been formalized by GESAB, this shall result in the SUPPLIER being under a duty to comply with all the General Conditions set forth in this document.

All Orders shall be formalized in writing, and GESAB shall only purchase those items stipulated in the said Orders.

All correspondence and invoices must state the number assigned by GESAB to the said Order.

DELIVERY:

The delivery of goods and/or services shall take place at the location and on the date stated in the Order.

The price of the goods and/or services shall include all costs directly or indirectly linked to the goods or service up to the point of delivery.

The goods shall be delivered with full documentation, accompanied by all statutory and regulatory documents (certificates of origin, etc.).

Likewise, they must be duly packaged and labelled, bearing a description of the article, purchase code, and number of units. A delivery note must be attached to the said goods in order for GESAB to take delivery.

Where the SUPPLIER should foresee possible difficulties in the manufacturing process or in the acquisition of materials, or where circumstances should arise that could cause a delay in the delivery or to the agreed quality, the SUPPLIER must immediately inform the GESAB procurement department in writing of these circumstances, providing proof of the pertinent reasons. In all cases where there has been a delay, GESAB may affirm or rescind the contract, and under all circumstances it shall retain the right to seek damages as it may consider appropriate.

Any goods delivered (i) in excess of what was ordered; (ii) not in conformity with what was ordered, or (iii) in defective condition, shall be returned to the Supplier with carriage payable by the Supplier and at its risk. Any defective goods or those not in conformity with what was ordered shall be replaced by other new goods subject to identical conditions to those stipulated in the order, unless GESAB should decide to cancel the order and seek such penalties as may apply.

The suppliers will deliver all the documentation that is requested by GESAB and according to the format, dates and forms instructed by GESAB.

ACCEPTANCE OF THE GOODS AND PROVISIONAL RECEIPT:

Once the goods arrive at the location stated in the Order, they shall be unloaded at the site indicated by GESAB for this purpose, at which moment they shall be deemed to be delivered, provided that, apparently, they comply with the conditions and characteristics agreed, and GESAB reserves the right to make claims or return the goods with carriage payable by the Supplier should it discover, after performing the pertinent quality checks, that they are not in accordance with what was agreed.

The SUPPLIER shall be liable as against GESAB for ensuring that the goods are in perfect condition, free from any defects, that they meet the agreed technical specifications, quality, marketability, that they are fit for the express or implied purpose known to GESAB, and that the goods correspond to their description or specifications in the Order.

Any item or task required for the proper fulfilment of the Order, including assembly and installation of the goods and/or their start-up, shall be deemed to be included within the Order even if not expressly referred to in the said document. Wherever there should be some item or task required for the proper completion of the Order and this is omitted from the specifications o *vice versa*, the SUPPLIER shall be under a duty to remedy this omission, without seeking any increase in the agreed price.

Where an Order includes assembly and/or start-up, the expense and responsibility for this shall be borne by the SUPPLIER, taking into account the deadlines and prices agreed in the Order.

In such cases, the proper completion of the assembly and/or start-up shall be a fundamental condition for GESAB to acknowledge Provisional Receipt of the Products and/or supplies. In all other cases, GESAB shall acknowledge Provisional Receipt as soon as it has verified the characteristics of the Product delivered and that this fully coincides with what was requested in the Order.

The goods shall comply with all requirements in force laid down by Spanish Law at the time these conditions are signed. Should the application of Spanish regulations entail a need to alter the characteristics of the goods and/or supplies contained in the Order, the SUPPLIER shall make the necessary alterations free of charge for GESAB.

In order to obtain the approval of the Spanish authorities, the SUPPLIER shall supply all documents necessary, at no extra cost for GESAB.

FINAL RECEIPT:

Provided that the SUPPLIER has complied with all of its contractual duties, GESAB shall accept Final Receipt of the products once the warranty period has expired. Therefore, all claims in connection with items under warranty must have been previously resolved by the SUPPLIER and to the satisfaction of GESAB.

PERFORMANCE DEADLINE. DELAYS IN THE DELIVERY OF GOODS AND SERVICES:

The SUPPLIER shall be under a duty to comply with the delivery deadlines for the products and/or services as established in the Order.

In the event the SUPPLIER does not comply with this condition and the delivery deadline defined in each Order is not adhered to, and provided that this delay is not attributable to GESAB or to reasons of *force majeure*, a penalty shall be applied for every week's delay to be determined by GESAB.

In the event the delay exceeds 30 calendar days, GESAB may repudiate the Order that has been delayed, all of which without prejudice to the payment of the said penalty and any damages for losses incurred by GESAB.

PACKAGING:
The SUPPLIER shall provide such packaging materials as may be necessary in order to protect the goods and services acquired against any harm and/or damage, and these shall be suitable for the kind of transport used.
The SUPPLIER shall insure the goods for their actual value all the way to their final destination.
The cost of the packaging shall be included in the cost of the Goods and Services supplied. The SUPPLIER shall use, wherever possible, recyclable packaging material.
The SUPPLIER shall dispose of the packaging material free of charge, upon request by GESAB.
Any damage caused by inadequate or unsuitable packaging shall be the sole and exclusive responsibility of the SUPPLIER.

PRICE, TAXES, AND LEVIES:
The prices agreed by the contracting parties for the Goods and Services shall be as stated in the Order. GESAB shall not accept any other costs not specified in the Order.
With the exception of VAT, which shall be payable by GESAB, any costs, tax withholdings, duties and other taxes, levies, or surcharges which may be incurred with respect to the payment made by the Purchaser to the Seller shall be settled by the SUPPLIER.
Any price reduction arising between the time the Order is placed and the time of delivery shall be passed on in full to GESAB. The prices supplied shall include taxes, levies, customs duties, charges, transport and packaging included.

PAYMENT CONDITIONS. INVOICING:
The method of payment shall be specified in the Order.
GESAB shall only make payments upon receipt of an invoice issued in compliance with all pertinent legal requirements, and provided that the SUPPLIER has complied with these terms and conditions.
Payments shall be made sixty (60) calendar days following the date of the invoice, coinciding with the twenty-fifth (25th) day of each month, by way of a bank transfer as designated by the Supplier.
All invoices issued to GESAB, SAU, will be sent on the 15th of the following month. In case of not receiving the invoice within this period, it will be rejected and returned, being invoiced with a new date of issue.
Invoices will be sent in digital format (PDF), by e-mail to administracion@gesab.com, indicating the name of your company
Any invoices that are not in accordance with the provisions of this clause shall be returned to the SUPPLIER, stating the date and the reason they are returned, and this circumstance shall not represent a delay by GESAB in the settlement of the invoice.

WARRANTY:
The SUPPLIER provides its products with a warranty for a minimum period of 2 years from three months after date of Provisional Receipt of the products and/or supplies under the Order. Should the Products come with a longer warranty, this longer period shall prevail.
The warranty requires the SUPPLIER to repair any products that have a manufacturing defect, or that do not perform correctly, where repair is possible, and should repair not be possible, the defective products shall be replaced by new ones, free of charge for GESAB, or for the end client.
Should the SUPPLIER not carry out the said repairs within the agreed time, GESAB may carry out any repairs necessary at the expense and risk of the SUPPLIER, which shall be required to reimburse GESAB for the cost of the repair.
Should a part be repaired or replaced during the warranty period, the warranty period for the said part and/or product shall start to run again from the beginning as from the date of the repair or replacement.
The warranty covers all costs for the replacement and repair of defective materials and accessories, as well as travel, board, transport, and any possible economic losses.

OWNERSHIP OF MATERIALS:
All materials, means, and tools provisionally supplied by GESAB to the SUPPLIER for the manufacture of the product are the exclusive property of GESAB. Likewise, the SUPPLIER may not assign to third parties in whole or in part without the express authorization of GESAB. Furthermore, GESAB reserves the right to withdraw the said means should any situation arise that prevents the SUPPLIER from complying with the Conditions of the Order.

CIVIL LIABILITY:
The SUPPLIER shall be liable in civil law as against GESAB for any losses caused by the delivery of goods or services that are defective or not covered by contract.

BREACH BY THE SUPPLIER:
In the event of a breach of contract by the SUPPLIER, or should it fail to perform any of its contractual duties in a timely manner, or should the SUPPLIER file for insolvency protection, liquidation, or the dissolution of its business, GESAB may send written notice of its complete or partial repudiation of the Order, or the suspension of its performance in whole or in part, without the SUPPLIER being able to claim any sum against GESAB for this reason.

CONFIDENTIALITY:
The projects contain confidential information and material that is the property of GESAB. The concepts, materials, designs, ideas, solutions, or systems contained in the projects are protected by the laws governing intellectual and industrial property, royalties, or copyright, and shall be used exclusively for the purpose of evaluating and assessing the proposal and the capacities of the GESAB group and may not be disclosed outside of the organization or used for purposes other than those specified. The reproduction, distribution, public communication, and use, whether in whole or in part, of the contents of this project, in any form or medium, is prohibited without the prior, express, written permission of GESAB.
The SUPPLIER expressly undertakes to implement all appropriate measures in order to prevent the disclosure of the information to third parties, and it undertakes to return the information to GESAB upon request, and shall refrain from making any copies.
The Order may not, under any circumstances, be subject to any publicity, whether direct or indirect, by the SUPPLIER.

GESAB shall maintain any information supplied by the SUPPLIER in the strictest confidence, and undertakes to use the said information solely for the purpose of the proposal.

INDUSTRIAL AND INTELLECTUAL PROPERTY:
All tools, designs, plans, drawings, software, virtual images, photographs, videos, specializations, and other information supplied by GESAB within the framework of both the offer and the Order ("the information") shall remain its property and shall be used by the SUPPLIER solely to the extent that is strictly necessary for the purpose of fulfilling the Order.

REGISTERED TRADE MARKS AND/OR PATENTS:
The SUPPLIER shall be liable as against GESAB for any liability, damages, losses, costs, and expenses deriving directly or indirectly from any breach, infringement, or alleged breach or infringement concerning any patent, utility model, registered trade mark, design, or copyright in any country, including Spain or any other country designated in the Order, and shall be required to refund all sums paid by GESAB immediately by reason of the foregoing. Immediately upon receipt of any claim by any third party in relation to the use and sale of the goods in Spain or in any other country, GESAB shall inform the SUPPLIER in writing of the said claim, and the latter shall be responsible for defending the said claim and shall bear all the costs. Should it not do so, any costs incurred by GESAB in its defence shall be refunded in full by the SUPPLIER.
In the event of any litigation and/or claim with regard to any infringement concerning the goods, GESAB reserves all rights to cancel and annul the contract at its sole discretion and to consider the SUPPLIER to be liable for any losses incurred by GESAB.

SUB-CONTRACTORS:
Should the SUPPLIER sub-contract the performance of its duties to a third party, it must notify GESAB of this fact in advance and in writing, stating the name and/or business name of the sub-contractors and their activities, and it may only engage them once GESAB has stated its approval in writing.
The SUPPLIER shall be liable as against GESAB for all acts performed by the sub-contractor, and shall hold GESAB harmless for any liability that may be a consequence of the sub-contractor or its staff. In all cases of sub-contracting, the SUPPLIER shall accept all liabilities that may arise as a consequence of the improper actions of the sub-contracted company or personnel, whether of an economic, labour, or any other kind.

LABOUR DUTIES:
The relationship between GESAB and the SUPPLIER is of a mercantile nature, and as such there is no and shall be no employment relationship of any kind between GESAB and the staff of the SUPPLIER designated to provide their services at GESAB's premises and/or to its end clients in the fulfilment of the Order.
The SUPPLIER shall be responsible for fulfilling each and every one of the duties of an employment and Social Security nature in relation to its employees, as well as any additional costs or expenses incurred by its employees in the provision of the services stated in the Order.
The SUPPLIER shall be in possession of the corresponding Civil Liability policy and Workplace Accidents policy covering its staff against accident risks for any kind of invalidity and death. And it undertakes to hold GESAB harmless for any possible claims and liabilities arising from any injuries and deaths affecting any person, whether at its service or unrelated, caused by and during the performance of the works relating to the fulfilment of the Order.
GESAB may require the SUPPLIER, at any time, to show it the originals of its Social Security contribution payslips; the staff enrolment book; its authorization for the performance of the corresponding activity; the works inspectorate visits book; the staff credit receipts in the form of official documents, documents relating to health & safety in the workplace, and any other considered necessary.
Failure by the SUPPLIER to comply with any duties in relation to its employees may give rise to the cancellation of any Order by GESAB.
Any employees of the SUPPLIER who are designated to carry out tasks relating to the performance of the service that is the subject of the Order at GESAB's premises and/or at those of GESAB's client, shall:

- be under the professional responsibility, supervision, and control of the SUPPLIER.
- abide by each and every one of the internal rules governing the organization, safety, and functioning of GESAB and/or its end client.
- be identified as the employees of the SUPPLIER during the course of the said works.

The SUPPLIER undertakes to comply with all regulations in force as from receipt of the Order from GESAB up until complete and final fulfilment of the said Order, and in particular with Law 32/2006 of 18 October, governing sub-contracting in the Construction Sector, and Law 31/1995 of 8 November, on Health & Safety in the Workplace, and all legislation relating thereto, with regard to its employees who are to provide their services to GESAB, as well as to co-ordinate its health & safety policies with those of GESAB, should this be necessary.
As such, it shall present a risk assessment that is in line with the risks faced by those employees who provide their services to GESAB or to GESAB's client, which shall be updated where required by law, and it shall provide information and training to its employees prior to their being designated to the performance of the services envisaged in the Order.
The SUPPLIER undertakes to hold GESAB harmless for any possible claims and liabilities deriving from material losses.

ASSIGNMENT:
Neither party may, without first obtaining the written consent of the other party, assign or transfer the rights or duties deriving from the contract or relating thereto to a third party, whether in whole or in part, although GESAB may assign the contract to any one of its subsidiaries or to a third party within the context of the sale of the entire business making up GESAB's activity, without the need for the prior consent of the SUPPLIER.
The contract shall be binding and shall survive for the benefit of the legal successors of each one of the parties.

ETHICAL PRINCIPLES FOR SUPPLIERS, CONTRACTORS AND EMPLOYEES:
The objective of GESAB is to extend its commitment to suppliers, contractors and collaborators to establish lasting commercial relations of cooperation, based on honesty, transparency and trust, which allow minimizing the risk of violation of human and social rights, ensuring compliance normative, in particular in matters related to ethics and integrity in conduct. All this guaranteeing the supply of goods and services. GESAB selects its suppliers, contractors and collaborators under criteria of objectivity, impartiality, and non-discrimination, promoting competition, identical treatment and avoiding any conflict of interest, with the aim of being a benchmark in compliance with the code of ethics and fighting against fraud

and corruption. In this way, GESAB is committed to making a positive contribution to society through its activities and, expects its suppliers, contractors and collaborators to help by applying these principles to their own activity, to their subsidiaries, as well as to all the groups with which it does business such as employees, subcontractors and third parties.
GESAB thus encourages suppliers, contractors and collaborators to carry out their activity in accordance with the best practices, complying with internationally accepted standards.

HUMAN AND SOCIAL RIGHTS:
GESAB respects and endorses the values included in the Universal Declaration of Human Rights. Consequently, GESAB expects that its suppliers, contractors and collaborators:
-Support and respect the protection of internationally recognized fundamental human rights, within their sphere of influence, ensuring that they are not complicit in any form of abuse or violation thereof.
-Reject any manifestation of physical, psychological, moral harassment or abuse of authority, or any other conduct that intimidates or offenda people's rights.
-Maintain an environment in which all workers are treated with dignity and respect, in that there is no resort to threats of violence, sexual exploitation or abuse, verbal or psychological harassment or mistreatment.
- Prohibit forced labor in all its forms, adopting employment practices compatible with the ILO conventions on this matter.
- Comply with the laws and regulations regarding wages and working hours, respecting all worker's rights.
- Do not accept any type of employment and occupation discrimination based on age, race, color, gender, religion, national descent, sexual orientation, social or ethnic origin, phyisical capacity, pregnancy, health status, public opinion, union membership or marital status. And, respect, the legal reserve of social hiring of the disabled according to the legislation of each country.
- Support the freedom of affiliation and the effective recognition of the right to collective bargaining
- Support the eradication of child labor, not hiring minors to carry out any type of work, being the minimum age for admission to employment not lower at the age of completion of compulsory schooling, according to national legislation.
Young people must not carry out work that may be dangerous, interfere with their education or are detrimental to their health or physical, mental, social or moral development.

ENVIRONMENT:
The SUPPLIER shall abide by existing environmental legislation (at a European, state, regional, or local level), both in formal aspects (licences, authorizations, regulatory controls) and material aspects (waste management, waste waters, emissions into the atmosphere, land contamination and noise pollution, consumption of resources).

INFORMATIVE CLAUSE:
The personal data included in the present contract will be included in the uses for which each of the contracting parties is responsible, in their capacity as party of a contract that regulates the business and/or administrative relationship and be necessary for the execution, maintenance and fulfillment thereof. The data provided will be stored during the term of the contract and, if applicable, until the statute of limitations that may derive therefrom, will not be subject to automated decisions, including the preparation of profiles, and will not be assigned to third parties, unless legally compulsory. You are also informed that you may exercise your rights to access, rectification, suppression, opposition, limitation of the use and portability of data by sending a written document to the respective addresses that appear in the heading of the present contract, accompanied by a photocopy of your ID card, and you have the right to submit a complaint to the competent control authority (www.agpd.es) in the event that you understand that your right to data protection has been infringed.

PARTIAL NULLITY:
In the event that any clause or part thereof of these General Sale conditions should be void, voidable, or unenforceable, this circumstance affecting the said clause or part thereof shall not affect the remainder, which shall remain in full effect.

APPLICABLE LAW AND JURISDICTION:
The resolution of any disputes that may arise with regard to the performance or interpretation of this Contract, and which cannot be resolved amicably between the Parties, shall be subject to the jurisdiction of the Courts and Appeal Courts of Madrid, in express waiver of the protection of any other jurisdiction they may be entitled to.
These Conditions shall be governed by and interpreted in accordance with Spanish Law.

QUALITY, ENVIRONMENTAL AND OCCUPATIONAL RISK PREVENTION POLICY:
GESAB management establishes the following quality, environmental and occupational health and safety policy with the purpose of stating its commitment to the continuous improvement of the quality of our high added-value, innovative solutions for the organisation of technical areas (technical furniture and systems for the organisation and management of IT and electronic environments), in order to satisfy our clients, society and the people who make up the human team of GESAB by exceeding their expectations, preventing contamination, preventing occupational accidents and meeting applicable legal and regulatory requirements, as well as other requirements subscribed to by GESAB
To support this commitment, GESAB management will guarantee the availability of the necessary resources, which will require the involvement of each and every company employee. The spirit of personal and professional self-improvement and development of the employees, along with collaboration with our clients, society, suppliers and subcontractors, must contribute to guaranteeing the process of continuous improvement.
GESAB expresses its commitment to guaranteeing the continuity and improvement of its quality, environmental and occupational health and safety system, adapting it at all times to the company's progress and changes, and meeting the requirements established in international standards ISO 9001 and ISO 14001, and in OHSAS 18001.
In accordance with the organisation's development expectations and challenges, quality, environmental and occupational health and safety objectives will be established on an annual basis that are coherent with the company's size and changing environment and market situations. The quality, environmental and occupational health and safety policy expressed herein should serve as a point of reference for the establishment and review thereof.

GESAB management will establish the measures required to ensure that its quality, environmental and occupational health and safety policy is communicated to and understood by different levels within the company, and to guarantee that the commitment acquired to quality, the environment, customer satisfaction, society and personnel is extended to the entire organisation.