

## GESAB TERMS AND CONDITIONS OF SALE

### DEFINITIONS:

In these conditions the following words have the following meanings:

<b>The T&amp;C:</b>	GESAB's terms and conditions of sale in force at any time;
<b>GESAB/the Seller:</b>	GESAB, S.A.U., Av. Mogent 68 08450-Llinars del Vallés (Barcelona-Spain), Tax num. A59877076; Vat num ES A59877076.
<b>CLIENT/Buyer:</b>	Person, firm or organization which purchases the Goods from the Seller;
<b>Contract:</b>	The sales contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;
<b>Product/Goods:</b>	Any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them), being specifically designed or not;
<b>Order:</b>	The proposal made by GESAB, accepted by the CLIENT and GESAB by means of the issuing of the final Acknowledge Order;
<b>Sign off:</b>	The document by which GESAB submits the CLIENT the plans of the specifically designed Products, and the Client signed to definitively approved them in writing.

### 1. APPLICATION AND ACCEPTANCE OF GENERAL CONDITIONS OF SALE

1.1. The **T&C** together with the Order constitute the Contract between GESAB and the CLIENT, and expressly by the General Conditions of use of the DeskWall Software, as well as the different tools of the GESAB technological platforms, such as Configurators, Remote Display, DeskWall ecosystem, DataWall, etc. It must be accepted in all the terms and conditions that will be used, with the exclusion of any other document, such as correspondence with us, the previous agreements and the general contracting conditions of the CLIENT.

The T&Cs will be considered notified to the CLIENT from the moment they receive a proposal from GESAB, even if they are not attached to said offer or to the Order where the CLIENT already received them during the course of their commercial relationship with GESAB, or from the moment who is informed of the website ([www.gesab.com](http://www.gesab.com)) where they are established.

1.2. The acceptance of the Order implies the acceptance of the **T&C** as well as the **General Conditions of use**.

### 2. OFFERS AND ORDERS

2.1 Proposals or quotations made by GESAB in whatever form, are not binding upon GESAB and merely constitute an invitation to the CLIENT to place an order and will be definitive. All proposals issued by GESAB are revocable and subject to change without notice. All correspondence, orders, and invoices shall state the number assigned to the Order. The "**Sign off**" documents represent a manufacturing order, so any modification after signing may imply an extra cost that GESAB may invoice to the CLIENT. GESAB is not responsible for the delays caused by said modifications.

2.2 Offers made by GESAB are not binding until express confirmation in writing is received of the associated Order sent by the CLIENT within the time-limit of thirty (30) days, unless otherwise specified in the actual Offer, and will be definitive. Once the said term has expired, any offers that have not been expressly accepted shall cease to have any value or effect, and GESAB shall be released from any duty to fulfil the provisions contained in such offers. GESAB shall be entitled to refuse an order without indication of its reason. Any procurement conditions proposed in the Order or at any other time by the CLIENT shall only be binding where they have been previously accepted in writing by GESAB.

Statement and agreements made by GESAB's employees, officers, representatives and/or agents are not binding upon GESAB unless, and only to the extent that, these are confirmed or made in writing by duly authorize representative (s) of GESAB, as detail in clause 15<sup>th</sup> of the **T&C**.

2.3 The weights, dimensions, capacities, prices, performances, ratings, and other data included in catalogues prospectus, circulars, advertisements or price list, constitute an approximate guide. These data shall not be binding save to the extent that are by express reference included in the Contract.

Any drawings of technical documents or samples are supplier for information purposes and in no way imply ant express or implied conditions or guarantee of any kind respect to quality, description, or convenience for any purpose.

2.4 Offers shall be also considered as definitive and bidding upon GESAB, according as is described below:

i) They shall be definitive where the CLIENT acquires a Product and/or Products for which GESAB is only required to deliver it/them to its/their destination.

ii) Where GESAB is required to engage in works of any kind, new installations, renewal of existing installations, refurbishment, maintenance, integrated or global projects, etc. for the installation of the various Products acquired by the CLIENT, the initial Offer shall be solely for guidance purposes. The definitive Offer shall be delivered once the plans for the site where the Product is to be located have been received and/or GESAB staff has carried out the necessary measurements at the site. GESAB shall accept no liability for any reason whatsoever should the Plans supplied by the CLIENT not coincide with the true measurement of the site, and in this case it may amend the initial Offer, the cost of which shall be borne in full by the CLIENT.

iii) Expenses not foreseen or communicated by the CLIENT, which may be derived from the FAT (Factory Acceptance Test) or SAT (Site Acceptance Test), will imply the expansion of these costs in the offer.

2.5 GESAB at any time can make changes to the specifications of the Goods, whenever such changes are required by security regulations or any other regulations which are applicable, without the quality or use of the goods being affected.

2.6 Any extension to and/or variation in the initial Order shall be subject to independent assessment, and the issuing of a new proposal subject to approval by the Seller and the Buyer.

2.7 As built documentation (or final works documentation) will be delivered according to GESAB criteria. For any additional documentation requested by the CLIENT, an additional offer will be made by GESAB.

2.8 Any training course, access to documentary platforms and/or everything required by the CLIENT that entails an additional directive cost not specified in the budget, will be valued separately.

2.9 In the event that, after the acceptance of their orders, the CLIENT had any modification of their legal capacity, found themselves in a situation of financial insolvency scenario, GESAB reserves the possibility of cancelling the orders in progress or demanding new guarantees to proceed to supply them.

### 3. DELIVERY AND RECEPTION

3.1 The delivery periods are those detailed in the Order. In case of Products specifically designed, the delivery term will start running from the date of signature of the "**Sign off**" by the CLIENT. Unless expressly stipulated otherwise in the Order, all delivery and issue periods and dates are estimates which allow for reasonable and inherent variations due to events or traffic.

i) For deliveries within the **peninsula and the Balearic Islands** the postage will be paid to the door of the recipient's property under **DAP** conditions.

ii) For the **Canary Islands**, deliveries will be paid to the port of shipment of the peninsula agreed in **FCA** conditions.

iii) For **international deliveries**, unless other conditions are not agreed, they will be made under **Ex Works (ExW)** conditions from the factory or GESAB delegations.

3.2 GESAB has the right to deliver the Products described in the Order in partial deliveries with partial invoices if necessary, the delay in the delivery did not absolve the CLIENT of its obligation to accept it, any differences in the quantity and quality delivered with respect of that stipulated in the Order, will not give the CLIENT the right to refuse the delivery of the goods. The CLIENT will pay the specified in the Order for the quantity of product which has been actually delivered.

3.3 For deliveries within the Spanish mainland and Balearic Islands, carriage shall be paid up to the door of the Recipient's building. Where there is no impediment, narrow entrances or doors, inadequate access, or any other kind of physical barrier, carriage shall be paid up to their final site. Otherwise, any unforeseen event or additional costs shall be at the cost and risk of the CLIENT. For the Canary Islands, deliveries shall be paid up to the agreed loading port on the Spanish mainland.

The above conditions shall not apply to Orders of less than five hundred (500) euros, in which case the transport costs shall be borne by the CLIENT.

3.4 International deliveries, unless other conditions are agreed in the Order, shall be carried out under Ex Works (EXW) Incoterms CCI-2010, at GESAB's factory or any other premises designated by GESAB.

3.5 Upon delivery of the Goods, the CLIENT or whom he has designated must necessarily receipt the delivery, by way of signing and stamping the delivery note. If the CLIENT shall not delivery of the Goods ordered within a period of one (1) month from the date of notification that the goods are ready for despatch or delivery, GESAB shall be entitled to both: (i) consider the Goods as delivered correctly (whether in a total or partial phase), (ii) make a daily charge for the cost of storage of such Goods or any other hereby.

3.6 Where the supplies are available for dispatch or collection and the CLIENT: (i) fails to reach an agreement with GESAB for their delivery at its installations in accordance with the conditions agreed, or (ii) there is lack of cooperation or a lack of the pre-requisite conditions specified in the Order, especially in cases in which on-site installations or practical demonstrations are required, as therefore the delivery cannot be done, all costs incurred in their storage, which shall be assessed in accordance with criteria defined by GESAB, shall be borne by the CLIENT, which shall also bear the risks of the Goods in store\*.

\*200€ a week per each wooden box or pallet starting from 15 calendar days after availability date officially confirmed by GESAB logistics team

Once the term of one (1) month has elapsed without the CLIENT stating that it receipts the Product at its installations or at those of the recipient, GESAB shall proceed to issue and send the corresponding invoice, which shall be deemed to be tacitly accepted by the CLIENT, which shall in turn accept performance of all conditions contained therein. The storage costs shall subsequently be invoiced by monthly periods.

3.7 GESAB will not be responsible for any direct, indirect or consequential losses, costs, damages, charges or expenses caused directly or indirectly by any delays in the delivery of the goods, such that the CLIENT will not consider the contract as finalised or terminated unless said delay exceeds thirty (30) days and affects the entirety of the Order.

3.8 Any return/ transport after shipment will be borne by the customer in management cost and risk. The intention to make any return must be communicated in writing to GESAB within said period, having to justify the cause or incidence. The return must be stated on the return invoice if it is accepted. No return will be accepted without the prior written authorisation of GESAB, SAU, via "Customer Return Authorisation.pdf" and following the return instructions described therein, which must be followed. In the same way, the return of products that are not in their original packaging, or damaged by mishandling will not be accepted.

#### 4. ACCEPTANCE

4.1 GESAB does not accept responsibility for loss arising from packing damage, wrong delivery, discrepancies, short shipments unless or any others written complaint is made to GESAB within:

- (i) four (4) working days from the **delivery date**, for defects, omissions or inadequacies visible on reasonable inspection of Goods, or
- (ii) fifteen (15) working days from the **delivery date**, for the rest of cases.

4.2. The said claim shall be delivered by writing notice to GESAB ([calidad@gesab.com](mailto:calidad@gesab.com)) of any matter or thing by reason whereof it alleges that the Goods are not in accordance with the Order. If the CLIENT fails to give such notice the Goods shall be deemed to be in all respect in accordance with the Order and the CLIENT shall be bound to accept and pay for the same accordingly.

The intention to make any return must be communicated in writing to GESAB ([calidad@gesab.com](mailto:calidad@gesab.com)) within said period, and the cause of the return must be justified on the return invoice. The customer will send a letter to GESAB and Spanish customs explaining the reasons for the return and referring to the sales invoice and the product sent.

In the specific case that within the aforementioned period the merchandise is in the transport managed by the client, the **delivery date** will be considered the date of arrival at the final destination. In this case, GESAB will ask the customer for documentation from the carrier to verify said date and proceed with the claim management.

4.3 Under no circumstances shall GESAB accept unilateral returns of Products by the CLIENT. The costs of the return shall be borne by the CLIENT, and GESAB shall decide on the means of transport and type of packaging for the return. In order for the return to be fully effective, GESAB must first verify the condition of the materials returned. In the event it is not in the same condition as it was delivered by GESAB, the CLIENT shall pay the total value of the said material. GESAB shall not accept any returns whatsoever of Products designed or manufactured specifically to Order.

4.4 Defects in any part of the deliveries will not give the CLIENT the right to reject the delivery as a whole. Any claims that may rise will not affect the obligation to pay on the part of the CLIENT.

4.5 In case of receiving a notice of defects, GESAB will have the right to suspend all following deliveries until it verify the lack of basis for complains, or refute them or until defect has been totally remedied.

4.6 The commercialisation or utilisation in any way and for any purpose of the Goods will be considered as an unconditional acceptance of the same and will result in the renunciation of any claims derived from them.

## **5. TRANSMISSION OF THE RISK AND OWNERSHIP**

5.1 The risk arising from the Goods will pass to the CLIENT at the moment of the delivery, consider as that in the terms as set forth in clause 4 of the **T&C**.

5.2 Goods whose delivery has been suspended pending payment by the CLIENT, as well as goods whose delivery has been unjustly rejected by the CLIENT, will be retained and stored by GESAB at the expense and risk of the CLIENT.

5.3 The ownership of the Products will not pass to the CLIENT and GESAB will retain full legal ownership of the same, unless or until GESAB receives full payment of the price of the Offer, including all secondary costs, such as interests, charges, costs, etc. In such case, the CLIENT will not be entitled to transfer or burden the Goods and the CLIENT shall be liable for any damage or loss, whether in whole or in part, suffered by the Goods.

5.4 Until the Products have been fully paid for, the CLIENT must:

- (i) store and maintain the Goods correctly, separately and in a clearly identifiable manner,
- (ii) immediately notify GESAB of any claims made by third parties which may affect the Goods, and
- (iii) duly insure the Goods in benefit of GESAB.

5.5 The right of possession on the part of the CLIENT will terminate immediately if the CLIENT becomes bankrupt, faces any insolvency proceedings, becomes technically bankrupt or reaches a settlement with creditors, fails to fulfil any of its obligations under this contract or any other contract which may exist between the CLIENT and GESAB, is incapable of paying its debts in accordance with Law 22/2003, of 7<sup>th</sup> July, on Insolvency (or any other analogous law), the CLIENT conceals, mortgages or limits the ownership of GESAB' Goods, or in general the CLIENT ceased to have a position of trust with GESAB.

## **6. PRICE, TAXES, AND LEVIES**

6.1 The Prices and payment terms, shall be as set out in the Order.

6.2 Any levies, taxes, rights, or other charges, including, inter alia, VAT or IGIC (Canary Islands Special Duty), currently imposed or that may be introduced in the future in connection with the sale of the Products, shall be paid by the CLIENT, except for any levies or taxes payable by GESAB prior to delivery of the Products, which shall be subsequently passed on to the CLIENT, where allowed by law.

6.3 The invoices shall apply the corresponding tax and rates, in accordance with the legislation in force at any given time.

6.4 The Prices shall be set in Euros, unless otherwise specified in the Order. Where on the date of payment of the invoices, the official average exchange rate between the euro and the invoice currency has varied by more than 5% compared to the exchange rate applicable on the date of the invoice, GESAB shall be entitled to adjust the price of the invoice.

## 7. PAYMENT

7.1 Payment will be made according to the provisions of the Order. Payment is the essential obligation of the Contract.

7.2 Any claims made by the CLIENT relating to the invoice issued by GESAB must be notified within a period of three (3) days from the invoice date. After said period it will be understood that the CLIENT accepts the invoice in its entirety.

7.3 The CLIENT shall settle the invoices within the term of maturity stated in each invoice. The CLIENT will need to make all its payments without any kind of deduction whether by means of compensation, conventional claims, discounts, bonuses or any other means unless the CLIENT has a firm judicial sentence which requires an amount equivalent to the deduction and which would need to be paid to the CLIENT by GESAB.

7.4 In the case of the CLIENT not paying the sum that is owed according to the Contract and invoice, it will be liable for the payment of the default interest rate established by the competent Spanish authorities plus 4 percentage points, for the whole amount that is owing and was not paid within the agreed period, on a daily basis from the date of the due date and the date on which the total outstanding payment should have been made. Late payments by the CLIENT will be applied first to paying any legal or out-of-court costs, as well as the corresponding interest owed, followed by the deduction of the longest-standing outstanding debt.

7.5 Furthermore, failure to settle an invoice on the date of maturity shall automatically annul, without warning, the payment conditions and all extended periods or instalments that GESAB may have agreed to for the payment of the supplies already made, and all invoices shall become immediately due and payable. In any event, GESAB may, where it should consider this appropriate in view of the circumstances of the CLIENT, require payments for the Products in advance and in cash, and no duties shall arise for GESAB until such time as it has received the full price for the Product.

7.6 In the case of that payments are made by international bank transfer (MT103 SWIFT), all bank charges will be assumed by the CLIENT.

We require that all international transfers in favour of GESAB be made with the instruction in Swift field 71A the "OUR" clause. The only exception will be EU payments in euros that can be issued with the "SHA" instruction.

7.7 Exchange rate fluctuations: If the official average exchange rate on the invoice payment date between the Euro and the billed currency differs by more than 5% from the exchange rate in force on the invoice date, GESAB will have right to readjust the price of this.

7.8 The CLIENT will not acquire the Property of the Product until the entire full payment of the same has been done, which will be made according to the agreed conditions, reserving the domain of the GESAB Product until full payment.

The Customer will be liable for any damage, loss, total or partial, of the Products already delivered, except in cases where they are covered by the Liability. Likewise, he must guarantee that the Products in his possession can be easily always identified as belonging to GESAB.

## 8. CANCELLATION

8.1 Whereas (i) the CLIENT fails to fulfil its obligations towards GESAB or if the latter has grounds to doubt that the former will fulfil its obligations and the CLIENT does not offer GESAB sufficient guarantees of its fulfilment in the period of thirty (30) days from GESAB requiring said guarantee, or (ii) the CLIENT should undergo any change to its legal capacity, is declared insolvent or incapable of paying its debts on their due date, or enters into liquidation (with a purpose other than that of restructuring or merging) or if any other bankruptcy proceedings are established by or against the CLIENT, without prejudice of any of its other rights, GESAB will be authorised immediately and by means of written notification:

- (i) to demand the recovery of any Products delivered without payment, in application of ownership clause 6 of the **T&C**, with all costs arising for this recovery of the Products to be the responsibility of the CLIENT; and/or
- (ii) to suspend the provision of services or cancel the pending delivery of the Products, unless the CLIENT effects payment for the Products in question in cash and in advance, or offers GESAB sufficient guarantees of said payment, without requiring any legal mediation and without GESAB incurring any type of liability derived from, or related to, suspension or cancellation.

8.2 Should the CLIENT cancel an Order, it must pay GESAB 20% of the price of the project as a penalty. However, if GESAB has incurred in expenditure as a result of preparing the project and/or manufacture of the Products and this is valued at more than the said 20%, it may seek payment of all costs generated and compensation for of any loss or damage suffered by GESAB as a result of the cancellation.

## 9. IN ADVOCACY. RETURN/ RECOVERY/ REPLACEMENT OF DESKWALL SOLUTIONS MATERIAL

9.1 Except for particular conditions, In the event that for the resolution of an incident it is necessary to send a DESKWALL solutions product to GESAB for repair or replacement, the CLIENT will manage and take care of all transport costs, customs procedures and obligations and taxes. If there are, always strictly following GESAB's transport and labelling instructions, adding the corresponding GESAB delivery note. Delivering and collecting the products at the facilities designated by GESAB.

9.2 In addition, all products must be packed in their original packaging, and with the extra packaging that is required for their safe transfer:

Return from CLIENT (DDP)- To GESAB

Recovery or replacement: From GESAB (EXW) to CLIENT

9.3 Once the return/recovery/replacement authorisation has been received by GESAB, the CLIENT will manage and take care of all transport costs, customs procedures and obligations and taxes, if any, always strictly following the instructions indicated in the "Return Authorisation Customer. Pdf" of transport and labelling, adding our return delivery note DEVXXXXX.

In addition, all items must be sent in their original packaging, and with the extra packaging required by the contracted mode of transport, so that it can be moved safely.

## 10. FORCE MAJEURE

10.1 GESAB shall not be held liable for any defects or delays in the performance of any of its duties where these are due to Force Majeure.

10.2 By Force Majeure is meant: fortuitous acts, fires, explosions, strikes, pandemics, civil unrest, failure of transportation, breakdown of essential machinery, shortage of utilities and/or raw materials, laws, statutes, ordinances, regulations, legislative measures, acts of governments, or other administrative measures, orders or decrees of any court, and/or in general for any reason of force majeure, meaning all events or circumstances beyond the control of GESAB which by their nature could not reasonably have been foreseen by GESAB or their could have been reasonably foreseen are unavoidable and which prevent or hinder the total or partial performance of any obligation under the Contract.

10.3 Upon the concurrence of any event of Force Majeure, GESAB shall promptly inform the CLIENT by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under de Order. In the event of any delay the obligation shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a more than two (2) months elapse after the agreed delivery date, GESAB is entitled to cancel the affected part of the Order without any liability to GESAB.

## 11. LIMITED LIABILITY

11.1 The liability of GESAB for any and all claims for damages arising out of or in connection with the Products and the use thereof shall under no circumstances exceed the sum of the CLIENT's payments for such Products that are subject of the claim. Under no circumstances shall GESAB be liable to the CLIENT or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation damage based upon lost goodwill, lost sales or profits, work stoppage, production, failure, impairment of other goods or otherwise, merchantability, suitability or fitness for any purpose, and whether arising out of or in connection with breach of warranty, breach or contract, misrepresentation, negligence or otherwise.

(i) The **Warranty period** will begin once the product has been supplied or, in the event that GESAB carries out the installation and/or start-up, once the product is usable and so it will appear as the **GESAB invoice date**.

(ii) In the case of delays in installation or start-up due to causes beyond GESAB's control or force majeure a maximum delay of 60 days will be allowed from the date of supply to the start of the warranty period for GESAB's own products.

(iii) In the case of third-party products, it will be the offset accepted by the manufacturer.

11.2 The CLIENT depends exclusively on its own competence, knowledge, and judgement with relation to the Products, their handling, maintenance, marketing and the general use that is made of them ("Use"), and to the application that it gives to any recommendations or information provided by GESAB for the ends expected by the CLIENT. The information and recommendations provided by GESAB will not generate any additional obligation on its part. The data and information provided with regard to the Use of the Products will not be binding and GESAB will not assume any responsibility as a result of said advice. The CLIENT will indemnify and absolve GESAB of any responsibility for any and all of the damages, losses, costs, expenses, claims, requirements and

liabilities derived from, or related to, the Products, their Use on the part of the CLIENT and/or the use and application on the part of the CLIENT of any information or recommendation revealed or provided by, or on behalf of, GESAB.

11.3 GESAB will only take charge of the Warranty if the Client is up to date with the payment of his obligations with GESAB.

11.4 The beneficiary of the Warranty will be the Final Customer.

11.5 GESAB provides its warranty for

- (i) Consoles Products for a period of TEN (10) years
- (ii) accessories, components and mechanical parts, electrical and electronic system or incorporate product for a period of ONE (1) year
- (iii) ergonomics for a period of TWO (2) years

11.6 Likewise, the Warranty will only apply to the extent that the supplies and products, or any part of them:

- (i) They have been transported and stored in their original packaging in accordance with the conditions specified by GESAB or the manufacturer or, in the absence of such specifications, at least under the conditions proper for this type of product.
- (ii) They have been handled following the instructions of GESAB or the manufacturer, and in the absence of such instructions, at least with the necessary and adequate care and attention for this type of product.

11.7 In addition, they will be **out-of-Warranty** when the following factors occur:

- (i) Humidity, dust, extreme temperatures, etc., as well as any other type of adverse environmental conditions in the place where they are located.
- (ii) Improper operating procedures that cause damage to software or infection by computer viruses.
- (iii) Forgetting security passwords that prevent the normal use of the product.
- (iv) Damages due to improper software installation.
- (v) Damage to the product due to improper transport or packaging
- (vi) Broken or altered warranty seals
- (vii) Alteration of the serial number or product information.
- (viii) The warranty period has been exceeded
- (ix) Damage due to inappropriate third-party accessories
- (x) Voltage overloads.
- (xi) Fire, lightning, flood, electric shock, earthquake, sabotage or any other catastrophic factor.
- (xii) Wrong and / or negligent manipulation in the use or handling of equipment, products and facilities of any kind.
- (xiii) Due to improper conservation or maintenance, abusive use, use of inappropriate liquids, faulty assemblies, modifications made to the supply and / or products without acceptance by GESAB and, in general, any damage, breakdown, or malfunction whose reason or cause is not attributable to either GESAB or the Suppliers.

## 12. CONFIDENTIALITY

12.1 Taking into account that, during the assessment of the proposal, the conversations and negotiations between GESAB and the CLIENT, and the subsequent acceptance and execution of the project, the CLIENT will have access to information of a confidential nature and/or classified as secret, which will also be exchanged and/or created. The access to and use of this information will be subject to the following conditions:

- a) Any confidential information to which the CLIENT has access will be used thereby solely and exclusively to assess the services proposed by GESAB and for following up on the execution of the project.
- b) Any information likely to be disclosed in writing or verbally, or by any other medium or support, tangible or intangible, currently known or that enables state of the art in the future, exchanged as a consequence of the proposal or of the execution of the project will be deemed confidential information, this being understood as any non-public information of any kind or nature that is disclosed by GESAB or accessible to the CLIENT in written, oral, graphic or tangible form, including but not limited to information on its prices, products, businesses and/or processes, concepts, materials, designs, ideas, solutions, systems, devices, machines, models, samples, computer software, magnetic media, documents, specifications, circuit diagrams, drawings, printed material, models, technical data, prototypes, ideas, know-how and similar, marked or identified with the term "confidential" or with a similar warning, or even if it is not marked or

identified, which will be deemed reasonably confidential, in accordance with its nature and/or the disclosure circumstances, and, if it is in oral or visual form, it will always be deemed confidential unless GESAB indicates in writing that it is free information not subject to confidentiality restrictions.

- c) The disclosure of confidential information does not constitute any license agreement, assignment or transfer, or similar, the parties being bound to adopt the appropriate measure to guarantee the confidential use of this information, measures that will not be smaller than those applied by the CLIENT to their own confidential information.
- d) The compulsory nature of confidentiality will have the duration planned for the proposal of services and, in the event of acceptance, during the execution of the project. Likewise, once the relationship between both companies has concluded, the confidentiality obligations will prevail for a period of 10 (ten) years.
- e) Once the relationship between both companies has concluded, the CLIENT should return to GESAB all the confidential information sent, committing to destroying any copy thereof, regardless of the support or format in which it is stored.
- f) GESAB will deliver to the CLIENT any material and information that is necessary for the assessment of the budget and/or for the execution of the project, the CLIENT committing to use this information in a reserved manner and to keep it under strict security measures, not to disclose or communicate the economic and technical information provided, to impede the copying or disclosure of that information to third parties, to restrict their employees' access to information, as far as they may reasonably need it, not to use the information or extracts thereof for purposes other than the purpose of this document.
- g) All information exchanged between the parties is the exclusive property of GESAB, and despite it not being necessary to grant a licence for its exchange, the CLIENT commits not to use this information for its own use or benefit, unless otherwise authorised by GESAB.
- h) The non-compliance by the CLIENT with the confidentiality obligations included in the present document will lead to the obligation of payment of a settlement for the sum to be determined in the judicial proceedings brought forward for such purpose.

12.2 Also, GESAB will keep in the strictest confidentiality any information provided by the CLIENT, committing to using this information solely for the purpose of the proposal.

### **13. INDUSTRIAL AND INTELLECTUAL PROPERTY**

13.1 Unless otherwise specifically agreed through a written contract, GESAB is the exclusive holder of all the intellectual and industrial property, and similar rights that make up and are included in the proposal, as well as in the execution of the project. Likewise, any rights on any content, services or additional elements that were subsequently incorporated into both the proposal and the project to be executed are also reserved in favour of GESAB. The intellectual and industrial property rights include, but are not limited to the products, information classified as confidential (in written, oral, graphic or tangible form), information on the form of business and/or processes, concepts, materials, designs, ideas, solutions, systems, devices, machines, models, samples, software, magnetic media, documents, specifications, circuit diagrams, drawings, printed material, models, technical data, prototypes, ideas, know-how and similar, as well as those elements that make up the visual appearance of the proposal and of the execution of the project, graphic images, the source codes, database, technology, logos and distinctive signs.

13.2 The elements included in both the proposal and the project, protected by intellectual and industrial property rights, will be used by the CLIENT solely and exclusively to evaluate and assess the proposal, the capacities of GESAB (or Group companies) or for the control of the execution of the project.

13.3 The reproduction, distribution, public communication and use, total or partial, of the content of this proposal and of the project is prohibited in any way or modality, without the prior, express written authorization of GESAB.

13.4 REGISTERED TRADEMARKS: The CLIENT will not carry out (or authorize a third-party) any act that damages, may damage or be detrimental in relation to the registered trademarks owned by GESAB and the Suppliers and, in particular, will not carry out or allow alteration, removal, concealment or registration of the marks that appear (in whole or in part) on the Products.

### **14. ASSIGNMENT**

14.1 Neither the Seller nor the Buyer 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 affiliates, 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 CLIENT. The Contract shall be binding and shall survive for the benefit of the legal successors of each one of the parties.

## **15. COMMUNICATION**

15.1 Any notice or notification in relation to the Contract must be given in writing and sent by fax or mail or by any other reliable form of receipt, to the contact address of the person who is indicated in the Order.

15.2 All notification which is in accordance with the foregoing must be considere/d as validly carried out, unless the recipient has notified the other party of a change of address at least five working days before the change was produced.

## **16. ENVIRONMENT**

16.1 According to Law 11/1997 of April 24, on packaging and packaging waste and Law 22/2011, of July 28, on waste and contaminated soils, the CLIENT, as the final recipient of the packaging of equipment and materials subject to the supply, is responsible for giving the most appropriate environmental treatment to them under the criteria of reuse, recycling and recovery. The CLIENT will be asked to have the means for a correct segregation of waste.

## **17. SECURITY AND HEALTH**

17.1 Both parties shall comply with the obligations derived from Spanish Law 31/1995 on Occupational Risk Prevention and RD 171/2004, which develops this article 24, with regard to the Coordination of Business Activities (hereinafter CAE), the applicable collective bargaining agreements and the current legislation on Occupational Risk Prevention that is applicable in each case.

17.2 The client shall facilitate the use of the rest and welfare facilities available in the work centre (toilets, canteens, etc.) for the use of Gesab's personnel and its subcontractors, and the client is requested to set up a materials collection area for the correct management of the workspaces.

17.3 As defined in clause 2.6 of this document, if the cost of CAE management and access control has not been included in the quotation provided to the client, Gesab shall extend/vary the initial order to include the cost of these services, for which the client shall define the scope of the same, providing information such as the following

- (i) Use of the CAE management platform (cost of registration on the platform) or management of documentation by e-mail.
- (ii) The need to draw up a Health and Safety Plan/Specific Risk Assessment if applicable, processing of the opening of the work centre and authorisation of the subcontracting book, or specific documentation specific to the client's company.
- (iii) As far as possible, inform Gesab of all the criteria for validating the documentation and the validity of the documents to be provided.
- (iv) Occupational hazards at the workplace.

17.4 In the event that the CAE and access management have been included among the items offered in Gesab's bid, but once the execution of these tasks has begun, it is observed that the forecast made in the budget has fallen short of the real needs of the work, clause 2.8 of this document shall apply, whereby Gesab has the power to assess an extension of this concept.

17.5 As in clauses 17.3 and 17.4 for the management of the CAE, the same considerations shall apply for the assessment of preventive measures (PPE, collective measures, need for lighting, meetings, training, etc. ....) to be taken on site during the development of the works. The client is obliged to provide Gesab with all the information relating to the conditions of the work centre, so that an assessment can be made of the occupational risk prevention needs of the workers.

## **18. LEGAL COMPLIANCE**

18.1 Pursuant to Spanish Act num. 11/1997 of 24 April, on packaging and waste packaging, the CLIENT, as final recipient of the packaging for the equipment and materials supplied, shall be responsible for providing the most suitable environmental treatment for the said packaging in accordance with the criteria of re-use, recycling, and appraisal.

## **19. INFORMATIVE CLAUSE**

19.1 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 fulfilment 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](http://www.agpd.es)) in the event that you understand that your right to data protection has been infringed.

## **20. WAIVER**

20.1 The fact that GESAB might not apply any of the provisions of the T&C and/or the Order at any given time, will not be interpreted as a renunciation of GESAB's right to act or execute any of these conditions, and the rights of GESAB will not be affected by any delays, errors or omissions in the application of any of said provisions.

20.2 No renunciation by GESAB with relation to any failure by the CLIENT to comply with its obligations will represent a renunciation with relation to any other previous or posterior failure to comply.

## **21. SEVERABILITY AND CONVERSION**

21.1 In the event that any clause or part thereof of the T&S 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.

## **22. ACCEPTANCE T&C**

22.1 Once having read and understood the terms and conditions contained in this contract, the CLIENT accepts it and agrees to accept it in writing, and/or by means of the acceptance of the Order in accordance with the provisions of the clause one of the T&C.

## **23. CONFLICTS RESOLUTION AND LAW**

23.1 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. The Convention on the International Sale of Goods (Vienna 1980) shall not apply.