

*English Version*

*In case of not valid specific existing contract between the Parties, the following Conditions shall be applied.*

## 1. DEFINITIONS

Unless otherwise defined, capitalized terms, singular or plural, used in these General Terms and Conditions of Purchase and in all documents related to this Order, shall have the meaning set out below:

- **“Conditions”** means the terms of purchase set out herein.
- **“The Purchaser”** means the entity which launches the Order and that is identified in the Order (**Computadoras, Redes e Ingeniería S.A.U (Crisa)**) a company duly organised and existing under the laws of Spain, registered in Madrid, under number ES A-78066735 with its Head Office at Torres Quevedo, 9, 28760 Tres Cantos (Madrid), Spain
- **“Supplier”** means the person, firm or company with whom the Order is placed.
- **“Data”** means all designs, drawings, specifications, proprietary information, trade secrets and other Intellectual Property.
- **“Information”** financial, commercial or technical information whatsoever communicated or obtained directly or indirectly in writing, orally or by any other means which is in any form whatsoever, in connection with the Supplies.
- **“Intellectual Property”** means technical information or “Information” and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, computer software (source and object code), technical data package, test results, manufacturing information, know-how and trade secrets or other confidential or proprietary information.
- **“Intellectual Property Rights”** means patents, patent applications, registered and unregistered designs, copyright, trademarks and other forms of statutory protection conferring rights in industrial or intellectual property, as well as rights arising as a result of the application of the laws of confidentiality or contracts, where appropriate, to trade secrets and unpublished know-how.
- **“Order”** means this Purchase Order and any amendment thereto including these Conditions, duly signed on behalf of the Purchaser.
- **“Particular Conditions”** means the particular conditions which are specified in the Order by the Purchaser, of whatever nature (technical, quality, commercial, administrative...).
- **“Parties”** means the collective or individual designation of the Purchaser and the Supplier.
- **“Specification”** means the technical requirement and/or description of the Supplies and/or the Supplier’s proprietary specification defined in the Order.

- **“Supplies”** means all articles, materials, Supplies or services which are the subject of the Order.
- **“Force Majeure Event”**, being “Excusable Delay” the same, means any unpredictable, unavoidable and out of the control of one of the Parties’ event, whose nature makes it impossible for all or part of this Order to be performed, including without any limitation, incidental events or those of public enemy, Government acts in its sovereign capacity, explosions, wars, disturbances, fires, floods, epidemic, restrictions due to quarantine, illegal strikes and seizure being such Party unable to avoid it by forecasting reasonable cautions or planning any temporary solution. The following events are not considered of “Force Majeure”: rejection or delay of any permission license or any other passing, permission or consent needed to perform the Supplies or to get into effect the obligations in virtue of this Order, neither of those of the Government nor any other authority, agency or organism, or any event occurring after a contractual term with respect to the Supplies.

## **2. APPLICATION**

These Conditions and the Particular Conditions agreed between the parties for this order are an integral part of the Order and shall apply except to the extent that they may be inconsistent with any special conditions agreed to appear on the face of this Order or otherwise incorporated in the Order, which shall have precedence over these Conditions. This Order shall constitute the entire agreement between the Parties and shall supersede all previous communications or representations between the parties including any standard selling conditions issued by the Supplier. This Order shall not be modified except with the written consent of the Purchaser and an amendment to be signed.

## **3. ORDER ACCEPTANCE**

Acceptance of the Order implies the acceptance of the Particular Conditions and these Conditions of Purchase.

The Supplier may only start with the performance of the Order once he has duly approved and returned the acknowledgement of receipt attached to the Purchase Order to the Purchaser correspondent designated in the Order.

The Supplier shall return the aforementioned acknowledgement within a time limit compatible with the delivery time limits provided in the Order and at the latest fourteen (14) days from the receipt date of the Order. Such acknowledgement shall be deemed to constitute an acceptance of the Order. If the Supplier starts the Supplies without having followed this procedure, it shall be deemed to have accepted these Conditions of Purchase and the Particular Conditions.

Any departure from the Particular Conditions which are specified in the Order and/or from these Conditions of Purchase shall be subject to the Purchaser’s prior written consent.

Any modification to the Order after its acceptance is subject to a written amendment. Failure to comply with it shall empower the Purchaser to cancel the Order without incurring any liability.

## **4. PREVALENCE**

Should a conflict between the Order documents arise, the prevalence Order in such case shall be the following: (i) Particular Conditions (ii) General Terms and Conditions of Purchase (iii) The Specification (iv) Any other documents amended.

Should a conflict between the General Terms and Conditions of Purchase and the General Terms and Conditions of Sale, the latter shall not apply in this relationship.

## **5. QUALITY PROCEDURES**

5.1. The Supplier undertakes to comply with the Purchaser's quality requirements expressed on the face of the Order or/and expressed in the Homologation Program launched by the Purchaser at the beginning of the relationship.

5.2. The Purchaser's representatives and the representatives of any other organization on the authority of the Purchaser shall be allowed to visit the Supplier's premises and those of its permitted subcontractors and facilities shall be made available for a reasonable period of time to check the progress or quality of the Supplies.

5.3. Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Supplies. Such inspections or testing shall not diminish or affect the Supplier's obligation under the Order.

5.4. The Supplier's inability to obtain or maintain such quality standard or the revocation of such quality standard shall constitute a material breach that authorizes the Purchaser to terminate the Order according to Condition 17.1 ("Termination due to the default of the Supplier") without any liability to the Purchaser and without prejudice under these Conditions or according to the Law.

## **6. DELIVERY**

6.1. Delivery shall be strictly in accordance with the Order or special conditions agreed and at the Supplier's risk and expense. The Purchaser shall have the option to terminate the Order wholly or in part without liability when the delivery is not made on the date specified, without prejudice to any other right or remedy which the Purchaser may have and according to the Conditions 14.2 ("Non-excusable Event") and 17.1 (Termination by Default)

6.2. If the Supplies are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

## **7. PACKAGING, SHIPMENT AND DOCUMENTATION**

7.1. The Supplier shall be obliged to package and ship the Supplies properly. All regulations related to packaging and shipment must be compliant. The Supplier shall be liable for all damages and losses sustained by the Purchaser as a result of incorrect or insufficient packaging.

7.2. Every sending shall attach the shipping documents, e.g. delivery slips, packing notes, etc. Order numbers and other data specified by the Purchaser in the Order must be indicated in all pertinent documents. The Purchaser must be provided with the notice of shipment, at the latest the day before shipment.

7.3. Any additional cost incurred by the Purchaser due to failure to observe the above provisions shall be charged to and borne by the Supplier.

7.4. If the Supplier requires the Purchaser to return any packaging material or containers to the Supplier that fact must be clearly stated on any delivery note delivered to the Purchaser and any such packaging material or containers shall only be returned to the Supplier at its cost and risk.

## **8. ACCEPTANCE OF THE SUPPLIES**

8.1. The Supplies shall be received by the Purchaser as provided for in the Order. If the Purchaser notifies the Supplier of its rejection in writing within 30 (thirty) days, the Supplier shall take all necessary actions (replacements, repairs, etc.) and shall bear all costs in order to ensure, within a period compatible with The Purchaser's needs, the compliance of the Supplies with the requirements of the Order.

8.2. Within ten (10) days of the notification of the rejection, the Supplier must remove the rejected Supplies at its expense and risk, otherwise it may be returned by The Purchaser at the Supplier's expense and risk.

8.3. If the Purchaser rejects all or part of the Supplies, the Purchaser reserves the right, in addition to the provision of article 17.1 "Termination due to the default of the Supplier", to:

8.3.1. Compel the Supplier to replace the rejected Supplies within an indicated period,

8.3.2. Perform or have a third party to perform the operations to render the Supplies in conformity with the Order at the Supplier's costs if the Supplier fails to perform in due time the operations requested.

## **9. TITLE AND RISK**

9.1. The transfer of the ownership of the Supplies shall be performed at the same time of the Final Acceptance by the Purchaser.

9.2. The Supplier is only liable and shall be borne by the risk of the unloading. The Supplier is liable for any loss of or damage to the Supplies until its complete unloading.

## **10. PRICE AND PAYMENT**

10.1. Price and Taxes. Where prices have been agreed they shall be fixed and firm exclusive of VAT but inclusive of all other taxes, impost, fees and duties.

10.2. Invoices. The Supplier shall invoice the Purchaser for the Supplies and shall submit an invoice to the Purchaser, to the Department and for the attention of the person specified in the Order, after the delivery of Supplies and its Final Acceptance by the Purchaser as defined in Condition 8 ("Acceptance of Supplies").

- Invoices shall be accounted till the third day of the following month.

- Each invoice shall include the designation, reference and quantity of Supplies, the Order and item numbers, the price, the actual delivery date, names and addresses of the Parties, any specific terms and conditions and reference to discount, if any.

10.3. Payment. Payment shall be made by the Purchaser to the Supplier on the sixtieth (60) day after the invoice date. The Purchaser shall not be liable for any delay in payment resulting from the improper or incorrect submission of invoices, thus the invoice date shall be considered the date on which such invoice is accepted or validated.

Method of payment shall be bank transfer or confirming.

Subject to the Final Acceptance of the Supplies by the Purchaser, payments shall be made in EUROS, except otherwise defined in the Order.

## **11. COMPLIANCE WITH LAWS AND REGULATIONS**

11.1. The Supplier shall comply with any and all statutory requirements, export control requirements, and environmental laws and regulations applicable to the Order just like chemicals, hazard substances, security, packaging, labelling and transport regulations. The Supplier shall observe Airbus Group's provisions on Employee Protection, Environment and Hazardous Materials ("Airbus Group Provisions on Employee Protection, Environment and Hazardous Material") as visible on the homepage of Airbus Group ([www.airbusgroup.com](http://www.airbusgroup.com)) in the section "Be an Airbus supplier". On request, the Purchaser shall provide the Supplier with a printed copy of these provisions in English language

11.2. The Supplier shall provide its employees with and shall ensure that its employees and subcontractors employees use any protective clothing and safety equipment required. The Supplier shall comply with the Purchaser's procedures relating to discipline, fire, health, safety and security when on the Purchaser's premises.

11.3. Specific Clauses applicable to Spanish Suppliers:

11.3.1. Labor, Social Security, occupational safety and health liabilities and taxes:

- The supplier undertakes to faithfully and punctually comply with the Labor and Social Security obligations that the current legislation imposes on it, with respect to their personnel employed to carry out the object of this Order, and it is also required for making its potential subcontractors to comply with them.
- For this purpose, before the signature of the Order and at any time in which they are required, the supplier and, where appropriate, the subcontractors, shall forward to the Purchaser Official justification for the settlement of Social Security quotas for personnel dedicated to the purpose of this Order Accreditation of the punctual payment of salaries corresponding to such personnel by express certification, or, when the Purchaser deems it advisable, by public document according to the legislation in force.

11.3.2. The supplier and its subcontractors shall, where appropriate, comply with and enforce their staff and undertakings in the current occupational safety and health provisions, including the technical regulations of the Ministry of Industry which are applicable. The Purchaser shall not intervene in the direct management of safety and hygiene of the Supplier or its subcontractors, although it is authorized to carry out the inspections that it deems suitable through its technicians or of the members of the Committee on Safety and Hygiene.

11.3.3. The supplier shall deliver to the purchaser a certificate of compliance with its tax obligations in accordance with art. 43.1 of the law 58/2003, General Tax Law. This certificate must be valid and in force at the time when any of the payments arising out of the Order are to be made.

The non-provision of this certificate shall entitle the Purchaser to withhold payment until that circumstance is duly corrected. If, for any reason whatsoever, that situation may not be corrected, the Purchaser shall then be entitled to require the Supplier to lodge a bank guarantee or any other specific guarantee to its satisfaction to cover the possible tax liability of the Purchaser, as set out in the Statute quoted in the preceding paragraph, before the corresponding payment may be released.

11.3.4. The breach of the obligations set out in this Condition may lead to the termination of this Order. The Purchaser shall charge the Supplier as damages any amounts that, as the case may be, it may have had to pay as a consequence of the breach, as Supplier, of any of their obligations set out in this Condition.

## **12. DATA PROTECTION**

In compliance with the provisions of the Organic Law 15/1999, of December, 13th (LOPD), European regulation (UE) 2016/679 April, 27<sup>th</sup> of 2016 and other complementary laws, we inform you that your personal data shall be processed in the file "ERP - Suppliers", with the aim to maintain and comply with the business relationship, as well as the delivery of information related to such relationship. Likewise, we inform you that your data could be transferred to other entities of Airbus, for the purpose of consulting and consolidating the organization. In accordance with the LOPD, you may exercise your rights of access, rectification, cancellation, opposition and transfer by sending a letter to the attention of: Data Protection Officer, Torres Quevedo 9, 28760 Tres Cantos (Madrid), Spain.

## **13. OFFICIAL AUTHORISATIONS – EXPORT LICENCES**

By all means the Supplier shall have identified and notified to The Purchaser all the parts included in the Supplies which are subject to specific exportation or importation Regulations. If necessary, the Supplier shall support the Purchaser with the application of those Regulations.

Incoterms shall be agreed by the Parties in every Order and shall be referred in every purchase Order.

The Supplier shall be responsible for obtaining in due time and at no cost all the relevant official approvals, licenses, quality certificates or ISO certificates required and authorizations required under the Export Regulations in Order to export, import, use, or integrate any part of the Supplies for the Purchaser. Such Export Licenses shall equally permit the delivery to, and the use by, the Purchaser's customer and subcontractors.

The Supplier shall provide the Purchaser, except if prohibited by the applicable Export Regulations, with a copy of all relevant official approvals, licenses, quality certificates or ISO certificate requirements and authorizations.

Notwithstanding any other disposition of the Order or any existing contract with the Supplier, the Supplier shall be liable for all damage, losses and liabilities incurred by the Purchaser as a result of the Supplier's noncompliance with its obligations under this article.

#### **14. DELAY IN DELIVERY**

##### **14.1. Excusable Delay**

Any of the Parties shall be responsible or be considered as defaulting on the obligations under the Order as far as such default may be caused by an Excusable Delay. The affected party is committed to relieve the effects of the Excusable Delay.

If an Excusable Delay occurs or is liable to cause a delay in meeting the obligations by any of the Parties under the Order, the affected Party shall notify by writing the other Party any delays and reasonable evidences thereof as soon as they could be anticipated.

After the cessation of the Excusable Delay and according to the Condition 16.3 ("Termination due to an Excusable Delay"), the affected Party shall, if not agreed otherwise, retake the meeting of its obligations.

##### **14.2. Non-Excusable Delay**

A delay in meeting the obligations set in the Order by the Supplier that is not described as "Excusable Delay" shall be considered as "Non-Excusable Delay". In such case, the Purchaser is authorized to:

- Claim for the damages written in the Order.
- Claim, in case the damages amount exceed the total quantity of those agreed and set in the Order, the whole quantity of such excess with respect to the losses, expenses, costs, claims and any other damages suffered by the Purchaser due to the Non-Excusable Delay.

The Purchaser has the right to claim for damages as for any other damage which is complementary and non-excluding from any other right the Purchaser shall have due to the Order or according to Law, including the Purchaser right to terminate the Order according to the Condition 16.1 ("Termination due to the default of the Supplier").

#### **15. WARRANTY**

15.1. The Supplier guarantees to the Purchaser that it is a duly incorporated company, existing under the laws of the country where it was incorporated, with enough capacity and authority to perform its activities and to fulfil its obligations under the Order.

15.2. Without prejudice to the application of legal warranties, the Supplier contractually warrants that the work shall:

- 15.2.1. Be in accordance with the quantity, quality and specification stated in the Order and, generally, compliant with the Order, its applicable documents and being suitable for its intended use;
- 15.2.2. Be in accordance with the state of art and the state of the technique;
- 15.2.3. Be free from any defects in design and material.

15.3. The contractual warranty shall be effective from the Final Acceptance of the Supplies and shall remain in effect for twenty four (24) months (or such period as may be agreed). During such period, if any Supplies do not conform to the specification or the required standards of design, material, workmanship or quality or which are not of new manufacture or are not in accordance with the samples approved by the Purchaser (hereinafter called "Defect") then the Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one or more of the following rights:

- A) Terminate the Order.
- B) Reject the Supplies in whole or in part and require the Supplier to credit the Purchaser with the cost thereof.
- C) Request the Supplier, at the Supplier's risk and expense to promptly remedy the defect in the Supplies or to replace the defective Supplies.
- D) Claim such damages (including all the Purchaser's reasonable expenses and additional costs) incurred in connection with such Defect.
- E) Refuse to accept any further deliveries of Supplies from the Supplier without incurring any liability.
- H) Carry out at the Supplier's expense any work necessary to make the Supplies compliant with the Order and any Specifications.

17.4 Any and all warranties and service guarantees attached to the Supplies shall be for the benefit of and enforceable by the Purchaser. The Purchaser's inspection, approval, acceptance, use of or the payment by the Purchaser for all or any part of the Supplies shall not affect any warranty rights whether or not a breach of warranty had become evident at the time.

17.5 This Condition shall apply in addition and without prejudice to any other rights and remedies under the Order and available to the Purchaser at law.

## **16. MODIFICATIONS**

16.1. Modifications requested by the Purchaser.

The Supplier shall implement all Modifications which may be requested in writing by the Purchaser. The Supplier shall submit to the Purchaser an estimate for each Modification. After negotiation and agreement between the Parties, the Order shall be amended in writing to confirm the Modification. The updates, such as updating drawings and technical specification for controlling or production adjustments shall not be considered as Modifications and shall not imply any repercussion on prices. In case of urgency and at Purchaser's written request, the Supplier undertakes to apply a Modification without waiting for the estimate to be drawn up and the amendment to be signed.

16.2. Modifications proposed by the Supplier



Modifications proposed by the Supplier must be previously approved in writing by the Purchaser before such Modifications are enacted. The provisions of Condition 15.1 shall apply to such Modification.

## **17. TERMINATION**

### **17.1. For Default**

In the event of a breach of any of the provisions of this Order or if the Purchaser reasonably believes that such breach is likely to, the Purchaser may give the Supplier notice of the breach. If the breach is capable of being remedied the Supplier shall rectify it within thirty (30) days of receipt of notice. In case of the Supplier does not rectify the breach within those thirty (30) days or if the breach is not capable of remedy or some Excusable delays occur, the Purchaser, may terminate the Order in whole or in part without incurring in any liability thereof. The Supplier shall indemnify the Purchaser from and against any costs resulting from the termination or suspension of the Order.

If the Supplier had insolvency problems, bankrupt or similar, and prevented that may not comply with the conditions thereof, the Supplier shall communicate the situation to the Purchaser as soon as possible. The Purchaser has the right to terminate de contract as thereof.

In such cases, the Purchaser may have the right to hold the position of the Supplier or make a third Party taking the position of the Supplier to carry out the Supplies in whole or the remaining ones as the Supplier's expenses.

The resulting cost of the performance of the Order by a third Party shall be completely borne by the Supplier, including the cost of qualifying the third Party.

In case of the Supplier being substituted in that way, the Supplier is committed to;

- a) Grant a license for use or industrial use of the Intellectual Property or the rights of the Intellectual Property to the Purchaser and/or the Third Party which are necessary to keep on supplying the Supplies. .

### **17.2. For Non-Default**

At any time, the Purchaser may terminate the Order in whole or in part, notifying the termination to the Supplier according to the Condition 16.4

### **17.3. For Excusable Delay**

In case of an Excusable Delay exceeds or is subject to exceed one (1) month from its event, each Party is authorized to terminate this Order on any of its parts by a written notification of termination to the other Party, without incurring in any liability thereof.

### **17.4. For Termination Procedure**

When being notified to terminate the Order, the Supplier shall stop all the Supplies related to the rescinded Order, not only in its facilities but also in those of its own suppliers or subcontractors. The Supplier is committed to give back to the facilities all the elements provided by the Purchaser in Order to comply with the requirements of the Order.

The Supplier shall present an account to the Purchaser to the address indicated in the Order within one (1) month from the termination effective date in the form established by the Purchaser.

The Purchaser shall commit to pay a fair reasonable price for the Supplies authorized and already carried out and for the materials bought up to the termination date. The payment, together with any paid, overdue or potentially overdue the Supplier according to the Order shall not exceed the total prices of the Supplies by virtue of the Order.

The termination of the Order due to any reason shall be done without prejudice to any right or resource the Purchaser has the legal right to.

#### **18. INTELLECTUAL PROPERTY RIGHTS**

18.1. Each Party shall keep the property of its Intellectual Property Rights generated or independently acquired and/or before the date of the acceptance of the Order, subject to any right of Third Parties. The Supplier shall provide the Purchaser a license free of charge, with the right of use, duplicate, representation, adaptation, modification or translation of the Intellectual Property Rights mentioned before which are needed to execute the Order.

18.2. All Intellectual Property generated from or arising as a result of the Supplies undertaken by the Supplier for the purpose of the Order shall vest in and be the absolute property of the Purchaser.

18.3. The Supplier hereby warrants that the Supplies and the intended use thereof do not infringe any third party Intellectual Property Rights whatsoever existing or pending at the date of the Order and hereby agrees to fully indemnify the Purchaser and the Purchaser's customers and/or users of the Supplies against any liability, damages or expenses whatsoever which may be incurred by or on behalf of the Purchaser and the Purchaser's customers and/or users of the Supplies as a result of any infringement or alleged infringement of any Intellectual Property rights belonging to third parties.

#### **19. CONTRACTUAL LIABILITY, EXTRA-CONTRACTUAL AND INSURANCE RESPONSIBILITY**

19.1. Contractual Liability. The Supplier is responsible to the Purchaser for the punctual and adequate execution of its obligations arising from the Order and shall be responsible for all costs, damages, expenses, losses, liabilities and claims, including without limitation any indirect costs and expenses the Purchaser may incur in as a result of the Supplier's breach of any of its obligations arising from the Order. The Purchaser agrees to provide the Supplier with a breakdown of those damages.

19.2. Extra-Contractual Liability. Each Party shall be solely responsible for compensating and indemnifying the other Party, its Board, employees or insurers for any claim, loss, liability, judgment, expense or cost (including legal costs and fines) and other similar, related in any way with the death or injury of a person,

or with the loss or damage suffered by any person, entity or company (including the other Party) arising or being the origin of the actions or omissions of the Party that must compensate, its subcontractors, agents or suppliers, in relation to the fulfillment of the Order.

While the execution of the Order requires the presence of a representative of one party in the facilities of the other, the Parties agree to compensate the other Party for all costs, claims, losses and expenses (including legal costs and fines) related to any way with the death or injury of its representatives or with the loss or damage to any object owned by said representatives, except in case of gross negligence or misconduct of the other Party.

19.3. Insurance. To the extent that the fulfillment of this Order requires the presence of the Supplier's employees, agents or subcontractors at the Purchaser's premises or at their designated sites, the Supplier shall have civil liability insurance for loss and damage to the property of the Purchaser and for death or injury resulting from the fulfillment of the Order. The coverage of this insurance shall not be less than the minimum recommended periodically by the Purchaser to the Supplier.

The Supplier shall deliver to the Purchaser an insurance certificate or any other proof satisfactory to the Purchaser so the insurance is in force with respect to the obligations of the Supplier under this Order.

## **20. SUPPLIER DOCUMENTATION**

The Supplier shall promptly provide the Purchaser with all present and future instructions relating to the use, disposal and storage of Supplies and in particular drawn attention to any risk, hazards or restrictions currently known or arising in the future, associated with the Supplies.

## **21. SUBCONTRACTING AND ASSIGNMENT**

The supplier could not subcontract or assign any Supplies of the Order unless an express written permission by the Purchaser. The Supplier shall be solely and entirely liable to the Purchaser for all the acts and omission incurred by subcontracts o assignments.

No work on the Order may be sub-contracted or assigned by the Supplier (unless otherwise authorized in writing by the Purchaser). All subcontracts and assignments shall be responsibility of the Supplier.

## **22. CONFIDENTIALITY**

22.1. All information, drawings, models and plans which have been communicated to the Supplier remain the property of the Purchaser. Any use other than in the performance of the Order is strictly forbidden except with the prior written consent of the Purchaser.

22.2. The Supplier agrees to disclose the Information received from the Purchaser only to its personnel and/or the personnel of its authorized suppliers and subcontractors having a need to know such Information to carry out the Supplies, the subject of the Order. The Supplier shall clearly inform its employees, subcontractors and suppliers of the confidential nature of the Information and shall ensure that they undertake to respect said confidentiality.

- 22.3. The Supplier shall comply with the provisions of the "Security Instructions, Acceptable Use of Information Systems and Confidentiality" of the Purchaser. For this aim, the Supplier shall inform its personnel and / or personnel of its authorized suppliers and subcontractors, who perform their duties in the Purchaser's facilities, of their obligation to sign and comply with the "Security Instructions, Acceptable Use of Information Systems and Confidentiality" that shall be delivered to the identification offices of the Purchaser.
- 22.4. Upon expiration of the Order for any reason whatsoever, the Supplier shall return in good state all the Information, documents and data, regardless of their form, provided by the Purchaser, or resulting from the purposes of the Supplies covered in the Order, and shall not keep copies of such information, documents and data.
- 22.5. The Supplier shall not disclose such information and documents during the execution of the Order and for a period of ten (10) years from the end of the contractual relations between the Parties. The Supplier agrees that it shall not mention, for advertising purposes, the Supplies subject of the Order.
- 22.6. The copyright stamped by the Supplier in its documents shall not limit the exercise of the rights granted to the Purchaser by the present Order.
- 22.7. The Supplier shall not use the name of the Purchaser or any information included in the Order or related documents without the prior consent of the Purchaser.

### **23. ASSIGNMENT AND TRANSFER - MODIFICATIONS IN SUPPLIER'S LEGAL SITUATION**

- 23.1. The Purchaser shall be entitled to assign or transfer at any time all or part of its rights, warranties, benefits, remedies and obligations under the Order to any third party. The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the Order to a third party without the prior written consent of the Purchaser.
- 23.2. In the event of the acquisition by a third party of direct or indirect control of the Supplier ("Change of Control"), the Supplier shall give the Purchaser written notice as soon as this change in control is envisaged. In the event that such Change of Control could reasonably be considered as having a potential negative impact on the Purchaser, the Purchaser shall be entitled to terminate the Order without default of the Supplier as stated under Condition 17.1 ("Termination by Supplier's Default").

### **24. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 24.1. These Conditions shall be governed by, construed, and shall take effect in accordance with the Laws of Spain.
- 24.2. In the event of any dispute arising between the parties in connection with the Order and these Conditions, the parties shall attempt to resolve such dispute in good faith without recourse to legal proceedings. If the parties are unable to resolve such dispute with a friendly agreement within one (1) month from its notification, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one arbitrator appointed in accordance with the ICC Rules. The seat of the proceedings shall be Madrid, Spain.

**25. AMENDMENTS**

These Conditions shall not be amended except by a specific agreement in writing signed by duly authorized representatives of the Parties.

**26. INDEPENDENT CONTRACTORS**

Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other. The relationship of the Parties under these Conditions shall be that of independent contractors.

**27. ENTIRE AGREEMENT**

The Order and these Conditions constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations and arrangements between them relating to its subject matter.

**28. NOTICES**

28.1. All notices and communications shall be in writing

28.2. Notices or other communications sent by the Supplier to the Purchaser shall be sent to the address given for the Purchaser on the face of the Order to the attention of the person indicated on the face of the Order.

**29. MISCELLANEOUS**

Failure by the Purchaser or the Supplier in exercising any right under these Conditions of Purchase shall not constitute a waiver of any such right for the future.

**30. SURVIVING CONDITIONS**

Any Condition hereof which by their nature shall survive expiry or termination of the Order shall remain in full force after such expiry or termination, including but not limited to Condition 11 "Representations and Warranties", Condition 20 "Confidentiality and Publicity", Condition 31 "Contractual Liability, Non-Contractual Liability and Insurance", Condition 18 "Intellectual Property Rights" and Condition 28 "Applicable Law and Settlement of Disputes".

**31. SEVERABILITY**

The invalidity in whole or in part of any term, condition, provision, clause or phrase of these Conditions shall not void or affect the validity of any other provided which does not affect the essential elements of the contract.