

GENERAL TERMS AND CONDITIONS

1. SCOPE OF THE APPLICATION

These general terms and conditions (the “**Terms and Conditions**”) of **EMICA S.L.** (“**EMICA**”) are applicable to and supplement all individual contracts entered into between **EMICA** and you (the “**Supplier**”) concerning the delivery of products or the provision of services as per the corresponding supply order[s] or agreement[s] (the “**Supply Agreement[s]**”). The products and/or services related to the products to be supplied by the Supplier in favour of **EMICA** by virtue of the Supply Agreement[s], and which are part of the construction of a project (the “**Project**”), will hereinafter be referred to as the “**Product[s]**”. The Supply Agreement[s] contain the technical specifications of the Product[s]. Accordingly, the agreement between **EMICA** and the Supplier consists of the Supply Agreement[s] which contain the specific terms and conditions of the relationship between **EMICA** and the Supplier (the “**Specific Terms and Conditions**”) as supplemented by these Terms and Conditions (together, the “**Contract**”). **EMICA** reserves the right to change and amend these Terms and Conditions and to inform the Supplier thereof (by individual letter).

1.1 In case of any contradiction between these Terms and Conditions and the Specific Terms and Conditions, the latter shall prevail.

1.2 In the absence of express confirmation, these Terms and Conditions and any subsequent amendment to the same shall be deemed to have been accepted by the Supplier after being informed of these Terms and Conditions or of any relevant amendment hereof. In any event, performance of any of the obligations of the Supplier by virtue of the Contract will be considered as the Supplier’s unconditional acceptance to these Terms and Conditions.

1.3 Any conflicting or additional terms and conditions not included in the Contract are hereby expressly rejected.

1.4 Unless otherwise expressly provided in the Specific Terms and Conditions, the term of this Supply Agreement (the “**Term**”) is for the period commencing on the date set forth on the Supply Agreement and continuing through the end of the Warranty Period as described in Section 10 below, for the Products, including any extensions thereof.

2. DELIVERY OF THE PRODUCTS

2.1 The Supplier shall supply, or shall procure the supply of, the Product[s] at the price, costs, and fees specified in the Supply Agreement[s].

2.2 The specified delivery date[s] indicated in the Specific Terms and Conditions are essential terms of the Contract, and the Supplier acknowledges that its promise to meet such dates was fundamental in **EMICA**'s decision to enter into the Contract. The Supplier shall use its best efforts to meet such delivery date[s], and it hereby agrees that it will be liable for any direct or indirect costs or damages, including without

limitation, indirect, incidental or consequential damages, resulting from non-compliance with the agreed delivery date[s].

2.3 In the event the Supplier has reason to believe that it will not be able to fully deliver the Product[s] at the agreed delivery date[s], the Supplier shall immediately notify **EMICA** in writing of such circumstance. The Supplier acknowledges that this notice does not limit its responsibility arising out of its non-compliance with the delivery dates in any respect.

2.4 If the delivery terms have not been specified in the Contract, deliveries shall be made according to Incoterm DDP at **EMICA**'s premises. DDP shall be interpreted in accordance with the version of Incoterms valid on the time of Supplier’s acceptance of the Contract.

2.5 **EMICA** is not obligated to accept early deliveries of Product[s], partial deliveries of Product[s] or excess deliveries of Product[s].

3. TAXES / DUTIES

3.1 The price of the Contract (the “**Price**”) include any applicable federal, state and local taxes, charges or duties, as well as, all other costs related to the supply of the Product[s], including but not limited to: duties, levies, charges, travel costs, expenses, packaging expenses, etc.

4. PAYMENT

4.1 The Price for the Product[s] delivered by the Supplier will be paid in accordance with the provisions of the Supply Agreement[s].

4.2 The Supplier shall invoice **EMICA** within 30 business days from the fully compliance with the delivery of the Product[s] on each delivery date provided under the Contract.

4.3 Invoices issued by the Supplier for the delivery of the Product[s] will be paid by **EMICA** within 60 business days from their issuance.

5. TECHNICAL INFORMATION ABOUT THE PROJECT

5.1 The technical specifications, drawings, maps and additional information which **EMICA** may make available to the Supplier, before and after the execution of the Project, are the exclusive property of **EMICA**.

5.2 Such information cannot be copied, reproduced or used, either in whole or in part, by the Supplier to produce any type of products, nor may it be assigned to any other individual or entity other than the Supplier, unless the Supplier has received prior, written consent from **EMICA**.

5.3 The Supplier may not use the technical specifications of the Project for any other purposes other than this Contract, nor may it share it with third parties, nor publish it, even in a summary format. The Supplier shall be responsible to maintain this information secret and must ensure that any person who depends on or

contracts with the Supplier abides by the confidential obligations set forth herein, when the disclosure of such information is necessary to perform their professional services.

5.4 Any innovation, improvement or advancement which the Product may cause on the Project, shall be the exclusive property of EMICA, which reserves all of its rights to the same.

5.5 The Supplier shall return to EMICA, at the moment of final delivery of all the Product[s], all technical documentation which it has received from EMICA at any time during the term of the Contract, including all information received before, during, or after the supply of the Product[s].

5.6 Delay Liquidated damages. Unless otherwise specified in this Supply Agreement, for delayed shipments more than two (2) days beyond due date EMICA may impose a charge of two percent (2%) per day of the purchase price for the delayed Goods up to a maximum of twenty (20) days. After such twenty-day period, the Supply Agreement may be cancelled and any extra costs incurred will be borne by the Supplier.

6. CONTROL OVER THE EXECUTION OF THE WORKS NECESSARY TO MANUFACTURE AND SUPPLY THE PRODUCTS

6.1 EMICA may review, inspect, and oversee the execution of the works necessary to manufacture and supply EMICA with the Product[s], including the works performed in the business premises of the Supplier, the client, or any other third party whose premises are used to perform the works necessary to manufacture and supply EMICA with the Product[s]; provided that EMICA has given the Supplier prior written notice, with at least two (2) business days of its desire to visit such premises.

7. MODIFICATIONS OF THE AMOUNT OF PRODUCT[S]

7.1 In the event of any increase or decrease of the amount of Product[s] to be supplied, as requested by EMICA, the Price shall be proportionally increased or decreased and should be expressly agreed upon in writing by the parties to the Contract and attached to, and thus form part of, the Contract.

7.2 The parties to the Contract agree that, in the event a dispute arises as to the proportional increase or decrease of the Price, consequential to the increase or decrease of the amount of Product[s] to be supplied, the Supplier shall be obliged to continue with the performance of its obligations under the Contract until full delivery of the Product[s]. The parties to the Contract agree that, for the purposes hereof, the Supplier may never file any claim for the difference between the price that would have been paid to the Supplier in the event the amount of Product[s] to be supplied had not varied, and the price finally paid to the Supplier corresponding to the Product[s] finally supplied, provided that there was a decrease in the amount of Product[s] to be supplied. In this regard, the Supplier agrees that it will only obtain the Price as modified proportionally, in accordance with the increase or decrease of the Product[s] to be supplied (excluding any losses directly related to excess stock or other raw

materials which were reasonably acquired as part of the original provisions of the Contract).

8. TERMINATION OF THE CONTRACT

8.1 EMICA may unilaterally terminate the Contract in the event (i) the Supplier breaches a material obligation under the Contract; (ii) the Product[s] are not delivered in accordance with the specifications of the Specific Terms and Conditions or delivered during the timeframe stipulated therein; (iii) the Supplier enters into bankruptcy or insolvency proceedings; or (iv) in the event that reasonable grounds for insecurity with respect to the Supplier's expected performance of its obligations under the Contract arise, followed by the Supplier's failure to provide adequate assurance of the due performance of its obligations within five (5) business days after a written request by EMICA for such adequate assurance is issued, notwithstanding the force majeure provisions under Section 188.

8.2 EMICA, if it so desires not to terminate the Contract, may agree on special terms with the Supplier, in order to fulfil the terms and conditions of the Contract. Any amendments to the Contract must be signed by the parties to such Contract and attached to the same, and thus shall be deemed a part thereof.

8.3 If EMICA terminates the Contract in accordance herewith, EMICA shall have full rights to the Product[s] supplied to that date. The Supplier shall have full rights to all non-delivered Product[s] and the raw materials that have not been used to produce the non-delivered Product[s]. EMICA shall not be liable for any payments or any amount due by virtue of the Contract on or after the date of termination of the Contract by virtue of Section 8.1 above. The Supplier must pay EMICA, within 5 business days of the date of termination, any amounts or payments which had been previously advanced to the Supplier and which correspond to Product[s] which have not been delivered, plus any interest which had been accrued. In the event part of the manufacturing of the Product[s] is performed at EMICA's facilities, these shall be returned to the same state as they had been prior to the manufacturing of the Product[s], and the Supplier shall, at its own cost, repair any damage caused to the facilities.

8.4 In the event of termination of the Contract as a result of or in connection with a breach of the Supplier, the parties to the Contract agree that EMICA may pursue any and all legal remedies available to it, including filing any claims for all losses, damages, expenses, and costs incurred as a result of termination of the Contract.

9. LEGAL REQUIREMENTS OF THE PRODUCTS AND OBLIGATIONS OF THE SUPPLIER

9.1 The Supplier and the Product[s] must comply with all health and safety requirements provided for in the applicable law. The Supplier and the Product[s] shall possess all elements, measures, and devices necessary for the prevention of labour risks and accidents and, in general, must comply with all applicable legislation including if applicable, but not limited to, the applicable legislation regarding the noise levels permitted, as well as the maximum limited amounts of hazardous or toxic materials that may be emitted.

The Supplier represents and warrants that it complies and shall comply with all the health and safety obligations set forth in any laws regulating labour risk preventions and other related regulations in force and that the Supplier shall produce evidence of such compliance to EMICA at any time, at EMICA's request.

Further, the Supplier will have full responsibility for the compliance of such obligations by the Supplier's assistants, partners, agents or employees and agrees to produce evidence of such compliance to EMICA at any time, at EMICA's request.

9.2 The Supplier declares that the Supplier complies with its Immigration, Labour, Social Security, tax related, legal, regulatory and any other contractual obligations, and agrees to continue complying with them thereof, including salary obligations, obligations with the Social Security, etc.

9.3 The Supplier will have full responsibility for applicable withholding taxes for all compensation paid to the Supplier, its assistants, partners, agents or employees under the Contract, and for compliance with all applicable social security and labor requirements in relation to them. The Supplier agrees to provide EMICA, at any time at EMICA's request, with any and all necessary documents to evidence full compliance with the referred obligations. In particular, the Supplier shall provide EMICA with tax and social security certificates of good standing related to its assistants, partners, agents or employees. Further, the Supplier agrees to provide EMICA with such evidence at any time at EMICA's request.

9.4 The Supplier agrees to indemnify, defend and hold EMICA harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, Social Security or labor requirements, including any liability for, or assessment of, withholding taxes imposed on EMICA by the relevant social security, labour and taxing authorities with respect to any compensation paid to the Supplier for the performance of its obligations under the Contract.

9.5 The Supplier agrees it will comply, as the case may be, with all the obligations set forth in any applicable law regulating the supply of the Product[s].

9.6 In no case shall the Supplier be authorized, directly or indirectly, implicitly or explicitly, nor shall the Supplier represent itself as being authorized, to act on behalf of EMICA, whether as agent, representative, commissionist or in any other capacity.

9.7 The Supplier must furnish all tools, all materials, and all other equipment necessary to manufacture and deliver the Product[s] under the terms and conditions of the Contract.

9.8 The Supplier declares that the Supplier meets all the legal requirements to own and operate all its assets and activities and has all the necessary permits, licenses, and authorizations for the development of its activity, thus being able to deliver the Product[s] as contracted, without any limitation.

9.9 The Supplier shall coordinate the delivery of the Product[s] primarily through Emica's Purchasing Department

9.10 The Supplier declares expressly and formally to EMICA that all the statements which are set out in this Section and throughout the Contract are true, and the Supplier guarantees to hold EMICA harmless against any damage or loss which could arise due to their inaccuracy as per the terms which are established in this Section and throughout the Contract. The Supplier may not assign its liabilities or rights under the Contract.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Supplier represents and warrants to EMICA that: (i) the Supplier has the required expertise, knowledge, and skills necessary to perform its contractual undertakings under the Contract with a high standard of quality and in accordance with the terms of the Contract; (ii) the Product[s] will be manufactured and delivered in accordance with industry standards; and (iii) the Supplier has the right to enter into and perform its obligations under the Contract and the performance of the obligations of the Supplier do not violate any agreement between the Supplier and any third party, not any rights (including intellectual property rights) of third parties.

10.2 The Supplier warrants that the Product[s] shall be: (i) manufactured and delivered in conformity with all technical specifications and other descriptions and requirements set forth in the Contract; (ii) manufactured and delivered in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques; (iii) delivered to EMICA free from faulty design; (iv) manufactured using new materials and equipment free from faults and defects and of sufficient size, capability and materials to meet in all respects the requirements and operating conditions specified in the Contract; (v) suitable for the use intended; (vi) in conformance with applicable laws, regulations and codes; and (vii) conveyed with free and clear title. The Supplier further warrants that, to the extent of its responsibility under the Contract, nothing in the Product[s] shall adversely impact or impair the performance specifications and warranties for any other part of the Project.

10.3 If any failure to meet the foregoing warranties, or any additional warranties or performance guarantees as may be specified elsewhere in the Contract, occurs or is discovered during ten (10) years from the date of delivery of the specific Product the Supplier shall immediately repair or replace (whatever solution is less harmful for the Supplier) the specific Product at its sole cost and expense (including payment for all labour associated with such repair). The Supplier shall reimburse EMICA for any direct or indirect damage suffered or cost incurred by it, associated to the failure of the Product to meet the warranties provided in this Section. Once the Product is replaced or repaired as per this Section, the warranty provided under Section 10.1 above shall be extended to an additional period equal to the period in which the Product has been on repair or replacement. Notwithstanding the above, there shall be no time limitations on Supplier's warranty of free and clear title of the Product[s].

10.4 Nothing shall relieve the Supplier of liability with respect to the warranties contained in the Contract.

10.5 EMICA shall give notice to the Supplier of any failure of any of the Product[s] or their non-conformance with the warranties or performance guarantees, discovered by EMICA.

10.6 Supplier shall promptly address all warranty issues, and shall provide EMICA with the following information about the relevant issue: (i) root cause of the issue; (ii) analysis information concluding root cause as defined; (iii) material required for repair or replacement; and (iv) manpower requirements for repair or replacement.

10.7 Whenever repair is required, Supplier shall bear the risk of loss or damage for the Product requiring repair during such period.

10.8 If Supplier fails or refuses to effect repair of the nonconforming Product or fails to (i) identify the problem, schedule for repair and/or initiate repair within a reasonable period not to exceed ten (10) business days after notice of non-conformance; or (ii) complete the necessary repairs or replace the Product within a reasonable period of time not to exceed thirty (30) business days (or such period or periods as EMICA may authorize in writing), EMICA may effect such repair without impairing the warranties stated in this Section 10, and will charge the cost incurred by EMICA thereby to the Supplier.

10.9 In accordance with the provision of Section 11.1 Supplier shall obtain, for the benefit of EMICA, all available warranties of any subcontractor for all materials and equipment manufactured or furnished, or for the work performed by them, to the extent such warranties exceed the requirement of the warranties set forth in this Section 10. To the extent such warranties are in written form, originals identifying EMICA as the warranty beneficiary shall be delivered to EMICA. Supplier's warranty shall be primary to any additional warranties furnished under this Section.

10.10 Supplier warrants that the written instructions regarding use of the Product[s] to be supplied by the Supplier, shall conform to accepted engineering and operating practices as of the time such instructions are prepared. If any non-conformance of this warranty occurs or is discovered, Supplier shall furnish, at no cost to EMICA, corrected instructions. In the event such non-conformance causes the Product[s] to (i) be damaged or (ii) fail to meet applicable performance standards, Supplier shall effect the repair of the Product as specified in this Section 10.

10.11 On a schedule convenient to EMICA, the Supplier shall be granted access to the work in which the Product[s] are being used, to perform the necessary repairs, and shall be solely responsible for the disassembly, removal, replacement and reinstallation of all ductwork, structures, electrical work, instrumentation, insulation or any equipment or any obstruction, all at the Supplier's expense. Upon completion of the repair, the Product shall be returned or restored to its proper and original conditions, including but not limited to fit alignment, adjustment and finish.

10.12 The warranties and remedies provided herein shall be in addition to all warranties and remedies provided by law.

11. SUBCONTRACTING THE MANUFACTURE OF THE PRODUCT[S]

11.1 The Supplier may not subcontract the manufacture of the Product[s] without the prior written consent of EMICA, which will not be unreasonably withheld or delayed.

11.2 If the proposed subcontract has been accepted by EMICA, then the Supplier and the third party subcontracted by it to perform all or part of the manufacture of the Product[s], will be jointly and severally liable for the Product[s] supplied.

11.3 If the proposed subcontract has not been accepted in writing by EMICA, then the Supplier will be severally liable for any and all losses, damages, and expenses related to or derived from any manufacturing services of the Product[s] which it subcontracted out to a third party.

12. OTHER LIABILITY OF THE SUPPLIER

12.1 General:

The Supplier shall indemnify and hold EMICA harmless, its employees, directors and subcontractors from and against all claims, proceedings, liabilities, losses, expenses, damages and costs, including, but not limited to, the attorneys' fees that may at any time be incurred by breach or alleged breach by the Supplier, its employees, directors or subcontractors, of any of the provisions set forth in the Contract.

12.2 In its own premises:

If applicable, the Supplier shall be liable for all damages and losses that could occur in the Product[s], while the Product[s] are located in the premises of the Supplier or any third party subcontractor.

12.3 In EMICA's premises:

If the Supplier performs any services related to the installation, implementation, repair, etc., regarding the Product[s] on EMICA's premises, the Supplier shall be liable for any losses or damages that may occur to its staff or any other persons under its control while on EMICA's premises.

12.4 Regarding third parties:

The Supplier shall be liable for any losses or damages which could be caused to any third party during the performance, installation, repair, or correction of the Product[s].

12.5 Insurance:

The Supplier shall obtain and maintain: civil liability insurance (*seguro de responsabilidad civil*); property damage insurance, including contractual liability (both general and vehicle); workers' compensation and employer's liability insurance covering all employees engaged in the performance of this Supply Contract for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and/or regulations; and any other type of insurance that is necessary to cover its potential liability hereunder (at least during the term of the Supply Contract and 3 years after the termination of the Contract), and in the sufficient amounts to cover all Suppliers obligations under this agreement. EMICA could request from the

Supplier at any time copies of the insurance policies and proof that the Supplier is up-to-date on its payment of the same.

12.6 Product liability:

Supplier shall be liable and hold EMICA harmless for any damage it may suffer derived from a product liability claim related to any loss or damage to a person or third party property, resulting to the Product[s].

Supplier is obliged to let itself be summoned to the court or arbitral tribunal examining claims for damages lodged against EMICA on the basis of a third party claim due to a damage to a person or a third party property, resulting from the Product[s].

13. ENVIRONMENT

13.1 The Supplier agrees that all supplied Product[s] shall comply with EMICA's environmental mission, which is to consume a minimum of raw materials and energy, to create the fewest possible undesirable environmental effects and to use the most effective application and resources to perform its undertakings.

13.2 The Supplier shall, as a minimum, fulfill all environmental and safety rules valid in EMICA's country at the time of delivery. The Supplier is requested to have ISO14000 or a similar Standard Certification in place.

14. EXPORT CONTROLS AND CUSTOMS

14.1 The Supplier shall inform EMICA about any applicable (re-) export license requirements for the Product[s] under local (the country from which the Supplier will export the Product[s]), European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Product[s]. Therefore, at least in its offers, order confirmations and invoices, the Supplier shall provide the following information with respect to the Product[s]:

- (a) ECCN (Export Control Classification Number) for European and/or US-goods (including technology and software) pursuant to the European Export Control regulations and/or US Export Administration Regulations (EAR);
- (b) country of origin of the Product[s] and of the components thereof, including technology and software;
- (c) any transport of the Product[s] through USA, manufacture or stocking of the Product[s] in the USA and whether the Product[s] have been manufactured by using US technology; and
- (d) a contact person in Supplier's organization to provide further information to EMICA upon request.

14.2 Upon EMICA's request Supplier shall provide any other foreign trade data with respect to the Product[s] and their components in written form and shall inform EMICA on all changes to such data without undue delay and prior to supply to EMICA.

15. CONFIDENTIALITY

15.1 "Confidential Information" shall include all verbal or written information disclosed or furnished by

EMICA to the Supplier or which may arise as a result of or in connection with the supply of the Product[s] to EMICA pursuant to the Contract.

15.2 The Supplier shall be obliged at all times: (i) to protect and strictly safeguard all Confidential Information; (ii) not to make public or directly or indirectly disclose Confidential Information, be it totally or partially; (iii) not to use Confidential Information for any purpose that is not related to the providing of the Services to EMICA without the prior written consent of EMICA; and (iv) not to carry out any act or omission that could result in a loss of value of the Confidential Information to EMICA. The Supplier shall oblige all its employees, associates or consultants, who may become aware of Confidential Information, to sign a confidentiality agreement containing restrictions as to the disclosing of such Confidential Information under substantially similar terms as those contained herein.

15.3 This obligation shall survive beyond the duration of the Contract, regardless of the reason for its termination.

15.4 The following shall not be considered Confidential Information:

- (a) Information that is or becomes public domain as a result of an act or omission other than one that breaches the Contract;
- (b) Information that is known to the Supplier before signing the Contract and can be evidenced in writing;
- (c) Information obtained legally from third parties after the Contract was signed.

15.5 Non-compliance on the part of the Supplier of its confidentiality obligation shall entitle EMICA to take legal action under current legislation for the damages that such non-compliance may incur.

16. PERSONAL DATA PROTECTION

16.1 Given the nature of the parties' obligations, the Supplier agrees not to access, file, process or transfer personal data when undertaking its obligations under the Contract. Pursuant the applicable laws regulating the protection of personal data, the Supplier therefore assumes and shall be obliged to maintain the confidentiality of any personal data and treat it as Confidential Information.

16.2 In the event that the Supplier needs to process personal data for performing its obligations under the Contract, the Supplier hereby agrees to comply with its obligations as a data processor or data subprocessor in accordance with the applicable data protection laws and with any other applicable regulations. In particular, the Supplier shall:

- (a) Only process the personal data required for performing its obligations under the Contract and exclusively pursuant to the instructions received from EMICA, as the data controller or as the data processor acting on behalf of a third-party data controller, and not use the personal data for any other purposes other than those expressly set out in the Contract.
- (b) Not disclose, transfer, assign or otherwise communicate the personal data to any third party,

whether verbally or in writing, by electronic means, in paper format or through computer access, not even for storage purposes, without the prior authorization from EMICA, except as per legal requirements or as otherwise required by an administrative or court order.

(c) Implement and maintain its Security Document setting out the level of security measures notified by EMICA, as required under the applicable data protection laws, and provide EMICA with a copy of this Security Document as updated from time to time.

(d) Provide EMICA with a copy of any audit reports carried out regarding the Supplier's compliance with data protection laws, within 30 business days after its completion. Also, the Supplier shall allow EMICA to inspect and audit the Supplier's facilities, systems and procedures in order to verify that the Supplier is acting in accordance with data protection laws and that it processes personal data in compliance with the provisions hereunder. Any inspection or audit carried out at EMICA's request (excluding those set forth in the Supplier's Security Document) shall be at the cost of EMICA. However, should EMICA discover any errors or omissions, or other non-compliance by the Supplier, then, without prejudice to any other rights which EMICA may have in respect of such errors or omissions, the Supplier shall bear the costs of carrying out the audit.

(e) Destroy or return to EMICA (as indicated by EMICA upon termination of the Services) the personal data as well as any copies and media containing personal data, except as otherwise set forth by law. The Supplier may only retain such personal data duly blocked off as required by data protection laws or implementing regulations in order to prove its compliance with its legal and contractual duties during the relevant statutes of limitation.

(f) In cases where the processing of personal data is carried out within EMICA's facilities or via remote connection without the possibility of incorporating personal data to the Supplier's systems, the Supplier shall use any necessary technical and organizational measures to ensure the security of personal data and avoid its alteration, removal, unauthorized access or processing, in accordance with the security measures set forth in its Security Document and in compliance with EMICA's internal regulations on safety and data protection. The Supplier's staff shall comply with the internal security and data protection regulations established and provided by EMICA.

17. LIMITATION OF LIABILITY

17.1 To the extent permitted by applicable law, any liability of EMICA is excluded, including, but not limited to, cases in which damage is directly or indirectly caused by any violation of the applicable laws.

17.2 EMICA shall not be liable to the Supplier under or in connection with the Contract for any indirect or consequential loss or damage of any kind, such as loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, or loss of anticipated savings. EMICA's total aggregate liability to the Supplier under, arising from or in connection with the Contract shall in no event exceed amounts paid by EMICA to the Supplier for the supply

of the Product[s], and, thus, the Supplier releases EMICA from all claims and liabilities in excess of this limitation and waives all other remedies, statutory or otherwise, including without limitation the remedy of specific performance.

17.3 Nothing in this Section 17 or otherwise in the Contract shall exclude or in any way limit EMICA's liability to the Supplier for (i) unlawful willful misconduct or (ii) gross negligence to the extent the same may not be excluded or limited as a matter of applicable law.

18. FORCE MAJEURE

18.1 No party will be liable for any failure or delay in its performance under the Contract due to causes beyond its reasonable control including, without limitation, labour strikes or shortages, riots, insurrection, fires, flood, storm, weather conditions, explosions, acts of God, war, terrorism, governmental action, labour conditions, earthquakes, and material shortages.

18.2 In the event that the force majeure situation subsists for more than 90 (ninety) calendar days, EMICA shall be entitled to terminate the Contract by notifying the Party thereof in writing. In such case, each party to the Contract is to be placed in status quo ante.

19. RELATIONSHIP OF THE PARTIES.

19.1 The parties to the Contract are independent contractors, and the Contract does not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties to the Contract, except where specifically provided. Each respective party is legally and economically independent and separate from the other party, assumes its own obligations within the scope of its respective activities, arrangements, commitments and obligations and act with entire freedom of criteria and awareness in the making and enforcing of their decisions, timetables, and respective functions. The Supplier shall carry out its activity with total independence, freely deciding the means, procedure, and time necessary to better render the Services to EMICA.

19.2 It is the intention of the parties to the Contract that any employee of the Supplier that may assist in performing the Supplier's obligations under the Contract, shall at all times remain exclusively in the employ of the Supplier and shall in no manner be considered an employee of EMICA (statutory, common law, leased or otherwise) for any purpose, including, but not limited to, wages, benefits, social security and tax withholdings and payments, rights and privileges afforded to employees under any statutes, regulations, or administrative rulings in any jurisdiction.

19.3 The Supplier shall not be entitled nor authorised to bind EMICA or assume any legal obligations on its behalf, nor contract any third parties or keep them contracted on account of EMICA, without the prior written consent of EMICA.

20. ASSIGNMENT

20.1 The undertaking of the Supplier by virtue of the Contract are personal. The Contract may not, in whole or in part, be assigned, transferred, novated, sub-contracted, or sub-licensed by either party without the

prior written consent of the other party (not to be unreasonably withheld or delayed).

20.2 Notwithstanding the above, EMICA may assign the Contract to an entity belonging to its group of companies (as such term is defined in Article 42 of the Spanish Commercial Code) anywhere in the world or to the entity that takes over its business in any way, by means of written notice thereof to the Supplier.

21. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of the Contract invalid or unenforceable, that provision of the Contract will be enforced to the maximum extent permissible at law and the other provisions of the Contract will remain in full force and effect.

22. SURVIVAL

The rights and obligations of EMICA and the Supplier in Sections 12, 13, and 29 shall survive any expiration or termination of the Contract.

23. WAIVER

The waiver by either party of any default or breach of the Contract shall not constitute a waiver of any other or subsequent default or breach.

24. NON-EXCLUSIVE REMEDY

Except as expressly set forth in the Contract, the exercise by either party of any of its remedies under the Contract will be without prejudice to its other remedies under the Contract or otherwise available at law.

25. NOTICES

25.1 All notices required to be sent under the Contract must be in writing.

25.2 Notices shall be deemed to have been given upon (i) the date actually delivered in person, (ii) the date transmitted via fax with confirmation of receipt thereof (iii) after receipt of overnight courier or registered mail.

26. ENTIRE AGREEMENT

26.1 No representation, undertaking, or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Contract except as expressly stated in the Contract. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Contract (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under the Contract) and that party's only remedies shall be for breach of contract as provided in the Contract.

26.2 Modifications and amendments to the Contract shall be invalid, unless made in writing that is signed by duly authorized officers of each party hereto.

27. ANTI - CORRUPT PRACTICES

27.1 The Supplier agrees that it will not, nor will it permit or cause its officers, directors, employees, nor any other person associated with or acting for or on

behalf of the Supplier, directly or indirectly, on behalf of itself or EMICA, to, make any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any person (including, but not limited to, staff or officers of EMICA), private or public, regardless of form, whether in money, property, or services (i) to obtain favourable treatment in securing business, (ii) to pay for favourable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Supplier or EMICA, or (iv) in violation of any applicable laws, or otherwise establish or maintain any fund or asset that has not been recorded in the books and records of the Supplier.

27.2 The Supplier will report promptly to EMICA any violation or attempted violations of this section.

28. THIRD PARTY RIGHTS

No person other than a party to the Contract shall be entitled to enforce any term of it save where a written agreement has been entered into pursuant to which any rights and/or obligations contained in the Contract are permissibly assigned or novated to a third party. Nothing in this Section shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.

29. GOVERNING LAW AND JURISDICTION

29.1 These Terms and Conditions will be governed by the laws applicable to the Subcontracting Agreement.

29.2 The parties to the Contract hereby agree to submit any dispute, controversy, or claim arising out of or in relation to the Contract, including the validity, invalidity, interpretation, application, breach, or termination thereof, to the Courts and Tribunals of the City of Bilbao and hereby waive any other jurisdiction to which they may be entitled.