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C/ EL CASTRO 22N
39011 SANTANDER, SPAIN

GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. The term «**ACORDE**» will be construed as ACORDE Technologies, S.A.

1.2. The term "Terms and Conditions" will be construed as referring to the contractual conditions for the acquisition of products and/or services included in a purchase order of which they are part. The term "General terms and conditions" will be construed as the terms and conditions specified in the present document that will be attached to the purchase order. The term "Particular terms and conditions" will be construed as the terms and conditions that must be included in the overleaf of the purchase order to supplement the general terms and condition.

1.3. The term "Purchase Order" or simply "Order" will be construed as referring to the purchase order (generally in the standard format normally used by **ACORDE**), signed by an authorized **ACORDE** representative and, where pertinent, any additional documentation (through an annex or express reference thereto in the purchase order) and/or the documents referred to in clause 4, together with the "Terms and Conditions"

1.4. The term "Vendor", "Supplier" or "Service Provider" will be construed as the natural or legal person with whom the contract is entered into as indicated on the overleaf of the Purchase Order. The obligations, liabilities and responsibilities of the "Vendor", "Supplier" or "Service Provider" also extend to the subcontractors thereof.

1.5. The term "Products" will be construed as referring to the deliverables, goods or items contemplated in the Purchase Order, including or related, yet not limited to software, hardware, documents, etc.

1.6. The term "Services" will be construed as referring to the provision of work or rendering of other services contemplated in the Purchase Order, including or related, yet not limited to software.

1.7. The term "Software" will be construed as referring to the software and firmware elements, comprising, including, or related to the Products and/or Services.

1.8. The term "Issued Materials" will be construed yet not restricted to samples, designs, standard sheets, print copies, theories, models, profiles, tools, molds or other equipment/hardware, materials, systems, equipment, merchandise, or items, or any other good that **ACORDE** supplies or issues to the Supplier for use to fulfil its obligations in accordance with the Purchase Order.

1.9. The term "Forgeries" will be construed as referring to the copies or replacement products manufactured, sold, or distributed with no right or legal authority to do so, or other products whose materials, performance, identity, or characteristics have been wilfully falsified by the Supplier or any other party in the Supplier's supply chain. In this regard, the term "Identity" will be construed as any information referring to, including yet restricted to the original manufacturer, registered trademark or other intellectual or industrial property, part number, date code, lot number, applied testing methods and the results thereof,



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conducted inspections, documentation, warranty, origin, alterations, tampering, recovery, recycling, ownership record, packaging, physical condition, prior use, or rejection.

1.10. The term "Client" will be construed as any customer, end user or third party to whom **ACORDE** could resell or transfer any right in relation to any of the Products or Services indicated in the Purchase Order (or part thereof).

1.11. GQA: Government Quality Assurance.

1.12. GDPR: General Data Protection Regulation. Regulation EU 2016/679 of the European Parliament of April 27 repealing Directive 95/06.

1.13. The statements in these terms and conditions are included for ease of reading only and shall not be considered for the purposes of interpretation.

1.14. The present General Terms and Conditions will apply unless otherwise stated in the Particular Terms and Conditions of the Purchase Order. In case of discrepancy or inconsistency between the General and Particular Terms and Conditions, the latter terms and conditions will prevail.

2. Reception and acceptance of the Purchase Order. Binding contract

2.1. The Purchase Order will be considered received by the Supplier when the email sent to the supplier is stored on **ACORDE's** mail server.

2.2. The Purchase Order issued by **ACORDE** will be deemed to be accepted and the contractual relationship perfected between the parties when the Supplier confirms acceptance of the Purchase Order by endorsing with its signature thereon (or any other method of equivalent written acceptance) in a term of three (3) business days from receipt of the Purchase order or in the term established in the Particular Terms and Conditions (hereinafter referred to as the "acceptance term").

In the absence of confirmation after the acceptance term has elapsed, **ACORDE** will consider that the Purchase Order has been accepted by the Supplier.

The Supplier is responsible of having the latest version of the applicable rules and must ensure this before accepting the Purchase Order.

2.3. Once the Purchase Order has been accepted, the contractual relationship between **ACORDE** and the Supplier will be executed and effective from the Order's date of receipt by the Supplier.

2.4. The acceptance of the Purchase Order will entail no conditions. To prevent any doubts, no divergent contractual condition mentioned by the Supplier in its written acceptance of the Purchase Order nor any other communication by the Supplier may become part of the contractual relationship or be binding for **ACORDE** unless the authorized representatives of **ACORDE** have given their express written acceptance thereof. Reception of the delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of divergent conditions indicated by the Supplier.



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3. Pricing, fees, and payments

3.1. The prices are fixed, final and non-negotiable, and include the costs of delivery and any other expense, including yet not restricted to the transportation costs, insurance and packaging unless otherwise indicated.

3.2. The Supplier will add the value-added tax (or equivalent) to the price at the rate and in the manner stipulated by the applicable legislation.

3.3. **ACORDE** will assume no liability whatsoever vis-à-vis the Supplier regarding any taxes, fees, contribution, or charges because of the required Products and/or Services.

3.4. If ordered to withhold or retain a tax or charge by virtue of the applicable laws or regulations, **ACORDE** may retain and deduct that tax or charge from the price before settling payment to the Supplier.

3.5. Upon delivery of the Products and/or Services, the Supplier will provide **ACORDE** with an itemized invoice bearing the reference number of the Purchase Order and any other code or reference that **ACORDE** includes therein to identify the supply. To expedite procedures, whenever possible, the invoice will be sent to ACORDE in electronic format to administracion@acorde.com. A paper copy will not be required.

3.6. Unless otherwise contemplated in the Particular Terms and Conditions of the Purchase Order, the payment method will be (i) confirming or reverse factoring, with a payment deadline at sixty (60) days. The payment deadline will begin when **ACORDE** receives the Supplier's invoice so long as the invoice is correct, and the delivered Product or furnished Service is compliant.

3.7. The delivery or provision shall only be considered as completed insofar as the Supplier has fulfilled the obligation to submit documentation regarding testing and trials on materials, test records, quality control or other types of documents. **ACORDE** will have the right to deduct or retain any payment, to a reasonable degree, for defects, in which case the payment deadline term will commence after the complete rectification of any defects.

3.8. The execution of a payment by **ACORDE** will not mean a tacit acceptance that the supply of the Product or the provision of the Service complies with the Purchase Order.

3.9. Payments that may be settled before acceptance shall be construed as conditioned thereby and at the given price.

4. Variation of purchase orders

4.1. Modifications, additions, or variations in the Purchase Order proposed by the Supplier will only become effective upon written confirmation from **ACORDE**.

4.2. Whenever there is a need to vary the requested Products and/or Services, **ACORDE** must notify the



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Supplier thereof, and the Supplier shall in turn have a deadline of two (2) business days to provide **ACORDE** with a written declaration regarding the way in which this variation would increase or decrease the dates, deadlines, terms or milestones, invoicing and any other information that **ACORDE** could request from the Supplier within the realms of what is reasonable. Failure to fulfil this obligation will entitle **ACORDE** to cancel the Purchase Order with no penalty or compensation whatsoever.

4.3. The application of any variation in the Products and/or Services will be subject to a prior written agreement between the parties. The Supplier will make no variation unless expressly indicated by **ACORDE** to do so in writing. The acceptance of delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of the variations

4.4. When a change directly affects the prices or timelines for delivery of the Products or Services, the parties must jointly agree to an equitable adjustment. Should the parties fail to reach an agreement on the adjustment amount despite their reasonable attempts to do so in good faith, **ACORDE** may terminate the Purchase Order at no additional charge or liability regarding the affected Products and Services.

5. Requirements for imports and exports, certificates of origin, special tax payment vouchers, restrictions on exports

5.1. The Supplier must comply with all import and export controls, customs duties, regulations on foreign trade and other requirements, and provide **ACORDE**, when requested to do so, with the pertinent compliance information or documentation.

5.2. The Supplier shall keep **ACORDE** duly apprised of the possible changes in the condition of the supplied materials and/or furnished services after that delivery or performance obligation has been fulfilled.

5.3. The Supplier must notify **ACORDE** in writing without any unjustified delay of any information or datum that **ACORDE** may require to meet regulatory foreign trade obligations in the context of exports, imports, or re-exports, whether temporary or final

5.4. Without restricting the overall nature of the foregoing, the Supplier must make any duly completed and signed documents available as soon as possible upon request of government agencies or customs authorities of the reception country or other applicable legislation regarding exporting and/or importing licenses. This will also apply to the relevant documents concerning special taxes.

6. Delivery, delays, marking of products, ownership, and risks

Delivery

6.1. The Products and/or Services shall be delivered on the dates (herein referred to as the "delivery date") at the rates and in the locations specified in the Purchase Order. Delivery may be carried out directly to an **ACORDE** client when specified in the Purchase Order. **ACORDE** may reject or change the dates, rates and destination locations by reasonable advance notice thereof sent in writing.



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6.2. Any dispatch condition quoted in relation to the delivery of the Products must comply with the latest version of the Incoterms of the International Chamber of Commerce. If the Particular Terms and Conditions of the Purchase Order fail to specify any conditions for the delivery, Delivered Duty Paid (DDP) will be the transaction thereof (delivered, all duties paid at the named destination).

Delays

6.3. The moment of the delivery is an essential contractual obligation, thus failure to fulfil the delivery date specified in the Purchase Order will entail a material breach of the Purchase Order. When expecting a delay, the Supplier must inform **ACORDE** of the delivery date for the Products or Services. If only part of the Products or Services might be delivered on the delivery date, the Supplier must deliver the available Products or Services, unless **ACORDE** states otherwise. Partial deliveries will be deliveries with delay and only may be considered as completed when all the Products or Services have been delivered.

6.4. Notwithstanding the foregoing, if the Supplier fails to either carry out the delivery in accordance with the Purchase Order or notify **ACORDE** that it expects not to meet the delivery deadline, **ACORDE** reserves the right to cancel the Purchase Order or part thereof at no cost or liability borne whatsoever, and reserves all the rights to recover the costs and seek redress for damages incurred, including yet not restricted to the right to purchase replacement Products or Services from another vendor or hold the Supplier liable for the costs that **ACORDE** may incur to do so.

Marking, packaging and delivery documentation

6.5. The Supplier must ensure that all the Products bear the corresponding marking in accordance with the applicable legislation, provisions of the Purchase Order and instructions given by **ACORDE**. Unless indicated otherwise, the CE marking is mandatory.

6.6. Products bearing any commercial trademark, logo, sign or decorative design used or owned by **ACORDE** or its Clients (referred to as "**ACORDE** trademarks") may not be sold to any third party or used by the Supplier without the prior written consent of **ACORDE**. The Supplier must remove **ACORDE** markings from all Products that were either rejected by **ACORDE** or undelivered.

6.7. Products will be appropriately packaged so that they reach the delivery locations undamaged and in good condition.

6.8. For every shipment of products, the Supplier will provide a packing list and/or delivery note specifying the Purchase Order number, description, code (if any) and the quantity of sent products. The information included in the packing list and delivery note must be compliant with the Purchase Order.

6.9. For the delivery of components, assemblies or products sensitive to electrostatic discharges (ESD), the packages must have the appropriate marking.

6.10. When the merchandise contains batteries or explosive material with shipping restrictions, the Supplier must provide the safety files or material safety datasheets (MSDS) necessary to transport the product depending on the safety category.



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6.11. If the delivery contains goods classified as hazardous materials according to international legislation, the Supplier must inform **ACORDE** thereof, mark the goods and notify the carrier adequately.

Proprietor and risks

6.12. The Supplier warrants to have sufficient proof of ownership of the Products that it sells to **ACORDE**. Notwithstanding **ACORDE's** right to reject and the application of the applicable Incoterm, the transfer of the risk and ownership of the products will be handed over to **ACORDE** on receipt thereof at the destination specified in the Purchase Order and as per the agreed Incoterm. This transfer of risk and property will be contingent upon the full acceptance of the merchandise after **ACORDE** conducts the quality verifications for deliveries with installation and/or commissioning, and this transfer of risk to **ACORDE** for Services will occur at the moment of **ACORDE's** acceptance thereof.

6.13. The Supplier shall be informed that the supplied Products may be sold by **ACORDE** to a Client, and the Supplier shall likewise guarantee that **ACORDE** may supply them with a sufficient title of ownership.

7. Quality, compliance and guarantees

7.1. The Supplier warrants that, where pertinent, all the supplied Products and Services: (i) adapt to the quantities, quality levels, specifications, descriptions and other particulars included in the Purchase Order; (ii) adapt to the samples, design criteria, layouts, descriptions, requirements and specifications that **ACORDE** may provide; (iii) will be apt for the expected use, expressly and implicitly communicated to the Supplier, and will have no defects, liens, encumbrances or claims of ownership; (iv) will have been executed appropriately and enabled by qualified and experienced personnel, and adapt to the highest standards in the sector.

7.2. The Supplier warrants that it holds all the permits and licenses necessary to sell the Products and/or furnish the Services to **ACORDE**, and it fulfils all the laws, standards, regulations and codes of relevant practices that affect its obligations and the execution of the Purchase Order. The Supplier will secure these permits and licenses on its own behalf and expense, and provide **ACORDE**, whenever requested to do so, information or documentation relative to such compliance, and any other information or documentation required so that **ACORDE** can comply with all laws, standards, regulations, and requirements applicable to the reception and use of the Products or Services.

7.3. The Supplier warrants that all Products are new and original and contain neither used or reconditioned parts nor counterfeit/falsified elements.

7.4. Suppliers shall create, store and maintain accurate records and shall not alter any record entry to conceal or misrepresent the underlying transaction it represents. Records shall be retained in accordance with the requirements applicable to the order.

7.5. The supplier must guarantee a date of manufacture of the supplied components of less than five years from the date of delivery. If this requirement cannot be met, prior approval from **ACORDE** must be sought before shipment.



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7.6. Notwithstanding the rights of **ACORDE** as stipulated in the Purchase Order and pertinent legislation, the Supplier shall furnish a warranty to cover defects for the delivered Products, during the longer period of (i) the Supplier's normal warranty period or (ii) a term of two (2) years (or the duration indicated in the Purchase Order) counted from the date of the **ACORDE** reception or acceptance date (whichever is applicable). For Services, the warranty will run during the longer period of: (i) the Supplier's normal warranty period or (ii) a term of one (1) year (or the duration indicated in the Purchase Order) counted from the date of the **ACORDE** reception or acceptance date (whichever is applicable).

7.7. This clause will include and apply to the possible spare parts, repaired, replacement or rectified products, or the rectification services furnished by the Supplier.

7.8. Failure to fulfil any of the guarantees in this clause will grant **ACORDE** the right to cancel the Purchase Order and seek redress for damages, injuries, costs, and expenses (including yet not restricted to legal costs) as compensation in addition to further rights in this regard.

7.9. **Product safety.** The supplier shall, through its own organisation and processes, actively support the safety and compliance strategy of the products provided.

8. Inspection, acceptance and rejection

8.1. The Supplier warrants that it has inspected and tested the supplied Products and/or rendered Services so that they adapt to the specifications in the Purchase Order before delivery, and that it will provide **ACORDE** with the certificates of origin and/or testing.

8.2. Should the Products and/or Services fail to comply with the Purchase Order, **ACORDE** may notify the Supplier of its rejection thereof in writing within a reasonable term and, notwithstanding any further corresponding rights, **ACORDE** may, at its exclusive discretion, call on the Supplier for compliance of the Purchase Order through a rapid replacement or repair, as necessary, of the rejected Products or a correction or rectification of the rejected Services. If **ACORDE** has made no objection after one (1) year from the delivery date has elapsed, the Products or Services will be accepted.

8.3. Rejected Products may be returned to the Supplier, who must assume the impact and cost of the return.

8.4. All Services deemed to be defective or non-compliant in one of the aspects guaranteed by the Supplier will be executed again comprehensively by and at the expense of the Supplier. For urgent cases or when the Supplier fails to fulfil its obligation to repair defects, **ACORDE** will have the right to adopt the necessary measures, of which the Supplier shall bear the costs and expenses, to repair such defects itself or delegate this repair to a third party. **ACORDE** will also be entitled to adopt all the measures necessary or as advisable to prevent or reduce the damages. In any case, **ACORDE** will notify the Supplier thereof as soon as reasonably possible. The Supplier's obligations by guarantee will not be affected by such measures, unless the defects are attributable to the measures adopted by **ACORDE** or a third party.

8.5. **ACORDE** reserves the right, though this entails no obligation, to inspect or test the Products or Services



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(on its own behalf or via a third party designated by **ACORDE** or the Client) in any stage before delivery (including during the manufacturing or testing stages), albeit upon prior notification. The Supplier must grant access to the premises and facilities that **ACORDE** may request, to the extent reasonable, for the inspection.

8.6. The Supplier, in observance of standard ISO 9001, grants **ACORDE**, the clients of **ACORDE** and the regulatory authorities the right to access the applicable areas of all facilities and documentation at any level of the supply chain.

8.7. The tests or inspections conducted by **ACORDE** will not by themselves entail an acceptance of the Products and/or Services.

8.8. The execution of tests or inspections, and the acceptance by **ACORDE** or end user will not be a waiver to call for fulfilment of the Supplier's legal or contractual obligations.

8.9. The performance of the external supplier will be evaluated on an ongoing basis, based on criteria of price, time, customer service, documentation, packaging and quality of the products/services supplied. If the performance is negative, a Non Conformity will be generated and sent to the supplier to take the appropriate corrective actions. If, despite this, the causes of the non-conformity persist, the supplier may be terminated and blocked.

9. Assigned materials

9.1. All materials assigned by **ACORDE** will remain the property of **ACORDE** (even when invoiced). Assigned materials may not be given to third parties or used for any purpose other than the ones indicated in the Purchase Order.

9.2. The Supplier hereby undertakes to keep the assigned materials in good conditions and separated from its own goods, and to identify them as property of **ACORDE**.

9.3. The Supplier must assume the corresponding risk when in possession of the assigned materials.

9.4. The Supplier shall insure assigned materials against all risks of loss or damage for an amount equal to its cost of replacement, indicating the interests of **ACORDE** and appointing **ACORDE** as beneficiary in the policy.

9.5. Having completed its contractual obligations or whenever requested by **ACORDE**, the Supplier must return the assigned materials to **ACORDE** in good condition.

10. Intellectual and industrial property rights

10.1. In full observance of the copyrights existing before the provision of the Services that could correspond to the Supplier or licensors, in case that, as a result of the Services, the Supplier creates any work susceptible to be protected by copyright, the Supplier expressly undertakes, as part of the Service indicated in the



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Purchase Order, to assign all the rights of exploitation on the created work exclusively to **ACORDE** by the mere virtue thereof for a period of time equivalent to the legal term of protection, and for its exploitation within a global geographic scope, in any manner, by **ACORDE** (or third parties freely selected by **ACORDE** with no restriction thereupon, whether for consideration or free of charge), expressly including yet not limited to the rights to public disclosure of the work, reproduction thereof in any format, on any medium or support, distribution, modification, alteration, translation to any language, transformation, derived works based thereon and, finally, any act that may prove appropriate at **ACORDE's** sole discretion for the exploitation thereof.

Likewise, if there is any element on which a competent official agency may grant any type of industrial property right (patent, utility model, industrial design or any other similar or equivalent institution) as part of the Services executed or to be executed by the Supplier, the Supplier shall assign, as part of the Services to carry out in exchange for the price indicated in the corresponding Order, exclusively and worldwide, the right to present any industrial property right application before the competent official agency, hereby waiving any application of the same nature on behalf and/or in the interest of the Supplier and/or third parties. Notwithstanding the foregoing, the integration or inclusion of works protected by copyrights and the elements for which the Supplier holds some sort of issued industrial right insofar as the results produced by the execution of the Services or its use in any manner in their creation, entails the automatic concession to **ACORDE** of a non-exclusive right of use thereof, including the powers of transformation, modification, translation to any language, worldwide distribution and for a time equivalent to the duration of the protection without prejudice to the moral rights of the creators of the copyrighted works.

10.2. The Supplier undertakes to work together with **ACORDE** to make statements (and ensure that their employees or subcontractors also make them), conclude documents, provide information and, in general, provide the assistance as reasonably necessary so that the assignment referred to in section 10.1 hereinabove and the concession indicated in section 10.2 hereinabove can be carried out and so that **ACORDE** can proceed, where necessary, to apply for registration of its rights in public and private registers anywhere in the world as it may deem appropriate.

10.3. The Supplier warrants that it has the rights necessary to comply with the commitments contemplated in the paragraphs above.

10.4. In case of full or partial subcontracting of the Services, in accordance with the Order, the Supplier shall secure the necessary agreements with the possible subcontractors that will enable the Supplier to satisfy the stipulations in the Order.

10.5. The Supplier expressly undertakes to declare to **ACORDE**, before use, of its intention to integrate/include any work protected under industrial/intellectual property rights into the Products or results of the Services before the supply of the Products or provision of the Services with third-party proprietors (hereinafter referred to in general as "Third-Party Technology"), expressing, where pertinent, the conditions of use through which they are governed and the possible restrictions that must be observed in their use by **ACORDE**.

10.6. After examining the terms and conditions of use and/or possible restrictions that the use of Third-Party



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Technology could entail, **ACORDE** must inform the Supplier as to whether it accepts such use or not. When use is not accepted, the Supplier must use an alternative to the considered Third-Party Technology that meets the technical requirements of the Order and is acceptable for **ACORDE**. The Supplier will have no right to claim any extra costs for having to seek an alternative to the considered Third-Party Technology.

10.7. **ACORDE** shall immediately notify the Supplier of any action or claim in this regard lodged against **ACORDE** on the grounds that its use of the works delivered or used by the Supplier to furnish the Services infringes the industrial or intellectual property rights of third parties. The Supplier shall bear the costs to defend **ACORDE** against such action or claim and pay out any costs and damages set by a legally binding decision, so long as it has control of the defence, and all negotiations conducted to reach an agreement. Notwithstanding the foregoing, any transactional agreement to which the Supplier could reach with third-party claimants must be previously approved by **ACORDE** in case this agreement could somehow affect the assets or image of **ACORDE**.

10.8. **ACORDE** will provide reasonable assistance as requested by the Supplier for the defence against such actions. In the case that the use of any or part of the works incorporated to the results of the Services furnished as contemplated in this Order, is declared to be in violation of the intellectual and/or industrial property rights of third parties by a final decision of the competent jurisdiction, the Supplier shall bear the costs to ensure that either **ACORDE** has the right to continue using such works or part thereof, replace or modify them so as not to infringe on any third-party's right thereto, or, and at **ACORDE's** sole discretion, reimburse the amounts paid by **ACORDE** for the infringing works or in connection thereto.

10.9. During and after conclusion of the Services contemplated in the Order, the Supplier shall handle all the information used and/or generated with full confidentiality and may neither use it for any purpose other than the actual execution of the Service in compliance with its own terms, nor disclose or communicate it to any third party without the prior, express, and written permission to do so from **ACORDE**. Upon the conclusion of the Order, the information shall be returned to **ACORDE** or destroyed according to **ACORDE's** indications.

11. Exclusion of liability

11.1. The Supplier shall fully hold **ACORDE** and its assignees, subcontractors and Clients (the "beneficiaries") harmless from any claim, liability, legal action, lawsuit, demand, damage, injury, cost and expense (including yet not restricted to the legal costs ordered as compensation) (i) lodged against the beneficiaries as a result of the Supplier's failure to fulfill or execute its obligations as contemplated in the Purchase Order; and (ii) resulting from the death, injury or damage to people or goods caused or contributed to by the Supplier or its employees, subcontractors or agents because of negligence, action, noncompliance or omission.

11.2. The Supplier accepts liability for any other claim, liability, legal action, lawsuit, demand, damage, injury, cost and expense (including yet not restricted to the legal costs ordered as compensation) incurred by **ACORDE** or the beneficiaries, and that could be attributed to an action or omission by the Supplier or its employees, subcontractors or agents, deriving from or associated with the supply of the Products or



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provision of Services by the Supplier, or arising in some other way because of the failure to comply with the Purchase Order.

11.3. **ACORDE** will have the right to deduct the concepts (at a reasonable degree) from any amount owed to the Supplier.

12. Supply of counterfeit items

12.1. Given the nature of **ACORDE's** activities, it is essential to guarantee the supply of original and non-falsified goods. The Supplier must thus guarantee the supply of new, authentic, and unused goods (unless otherwise the supply of used goods is agreed to in writing).

12.2. If a part is described within the volume of the supply of an Order by a supplier part number or with a product description, or specified by an industrial standard, the Supplier shall guarantee and take the steps to ensure that the spare parts supplied meet all the requirements of the Order.

12.3. The Supplier may only acquire items directly from the manufacturers of original components or their authorized distributors (i.e., franchised enterprises). **ACORDE** will not authorize items from another origin unless previously agreed to in writing and with express reference to this clause. In this case, the Supplier must provide sufficient substantiation of the traceability of the supply (for instance, documentation authenticating traceability in the supply chain of the parts to the original manufacturer), including all the measures adopted to guarantee that articles acquired in this manner are new, unused and authentic.

12.4. Should Forgeries or merchandise suspected of being Forgeries be supplied by virtue of the Order, or when Forgeries are detected in any of the items delivered in accordance with this document, **ACORDE** may, at its sole discretion, return the items at no charge to **ACORDE** (unpaid carriage) to the Supplier, who in turn must bear the costs to replace them (paid carriage) with items acceptable to **ACORDE** in accordance to this clause as soon as possible. Moreover, in addition to the requirement for replacement, **ACORDE** may hand them over to the authorities for investigation. The Supplier will bear all the costs in connection with the embargo, removal, replacement, and any other additional costs that **ACORDE** might incur concerning the supply of goods failing to fulfil this clause.

12.5. **ACORDE** reserves the right to retain payment for any Order that could have included Forgeries or merchandise suspected of being Forgeries and have been returned to the Supplier or are undergoing investigation, until conclusion of the investigation, replacement of the articles or when the Supplier has settled payment of the costs that **ACORDE** has incurred.

12.6. The Supplier shall maintain a traceability method that guarantees supply chain traceability to the manufacturer of all items included in the Order. This method shall clearly identify the name and location of all the intermediaries in the supply chain, from the manufacturer to the direct source of each item for the Supplier and include the base identification of the manufacturer's item such as date codes, lot codes, serial numbers and other baseline identifications.

12.7. In any case, the Supplier shall ensure that all documentation regarding conformity certificates,



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Purchase Orders or agreements, testing, and inspection data, and/or the certificates from the original manufacturer's supplier or authorized agents (i.e., franchises) will be kept available for **ACORDE** during the valid period of the Purchase Order or during the period in which **ACORDE** may hold the Supplier liable for the delivered items. The Supplier shall pass on these requirements to its own supply chain for all items intended for **ACORDE**.

12.8. The Supplier is reminded that any wilful and deliberate act intended to falsify, hide or alter a material fact or any false, fraudulent or fictitious statement or affirmation regarding the execution of the tasks constituting the Order may be sanctioned according to the pertinent laws and legislation in force.

12.9. The Supplier shall provide a written notification to its employees who are involved in the tasks constituting the Order before they begin the work contemplated in the Order. This notification should apprise them of the existing risk that they could be criminally charged for any forgery, concealment, fraud or false statement related to the tasks executed for the Order.

12.10. The Supplier shall include the following printed declaration on all its certificates of conformity initiated by the Supplier and submitted to **ACORDE** together with the items and/or the Order: "NOTE: The recording of false, fictitious, fraudulent or misleading positions or statements in this document may be considered to be a crime according to the applicable laws and legislation". The Supplier shall include this entire clause, including the above phrase, in all the contracts subject to this Order. The lack of capacity or unwillingness of a subordinate supplier to comply with this provision must be reflected in writing and immediately reported to **ACORDE**, who reserves the right to cancel the Order with no liability whatsoever for damages or costs.

13. Force majeure or unforeseen circumstances

13.1. No party will be liable vis-à-vis the other for possible delays or failures to fulfil obligations because of a force majeure or unforeseen circumstances. For the sake of greater clarity, an event will be a force majeure or unforeseen circumstances when it is inevitable, could not have been anticipated by the affected party, beyond the reasonable control of the affected party and prevents the affected party from fulfilling its obligations even though the affected party has done everything reasonably possible to do so. Such events will include terrorist acts, wars or threats of war, natural phenomena, fires, explosions, epidemics or government actions. Strikes (including general strikes) will not be considered force majeure or unforeseen circumstances.

13.2. The affected party must immediately notify the other party as soon as it has knowledge of the event and take all the steps possible within reason to preclude or minimize the effects of the event.

13.3. The suspension of contractual obligations will remain effective while the force majeure or unforeseen circumstances exists.

13.4. Should the event continue during a period during which the Purchase Order will no longer have any utility for **ACORDE**, **ACORDE** will be entitled to terminate the Purchase Order immediately by written notification, and none of the parties will have any right to seek redress vis-à-vis the other in relation to the force majeure or unforeseen circumstances.



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14. Termination

14.1. **ACORDE** will have the right to suspend or cancel the Purchase Order with respect of all or part of the Products or Services at any time through written notification sent to the Supplier. In such a case, **ACORDE** will pay the price of the Products or Services delivered but not yet paid for and a fair amount for the substantiated direct costs that were reasonably incurred for finished but undelivered Products or Services. However, this amount shall not in any case exceed half the purchase price of the finished but undelivered Products or Services.

14.2. Notwithstanding the foregoing, before **ACORDE** receives acceptance from the Supplier, **ACORDE** may suspend, amend or cancel the Purchase Order at no cost or liability.

14.3. **ACORDE** will have the right to immediately cancel the Purchase Order with no liability vis-à-vis the Supplier at any time by notifying the Supplier: (i) should **ACORDE** determine in good faith that the Supplier has not fulfilled the Purchase Order but the noncompliance can be rectified, and, if so, the Supplier fails to rectify the matter within the reasonable period of time given by **ACORDE** to do so; or (ii) when, in the reasonable opinion of **ACORDE**, an adverse event has occurred that could substantially affect the Supplier's capabilities to fulfill its contractual obligations. In such cases, the Supplier shall compensate **ACORDE** for all damages and injuries incurred because of the cancellation of the Purchase Order.

14.4. Cancellation of the Purchase Order will not exempt any party of its existing obligations on or before the date of the cancellation thereof.

14.5. With a view to preclude any doubt, the termination or cancellation of the Purchase Order will not affect the valid software licenses granted to **ACORDE** or its Clients.

15. Guarantees

15.1. **ACORDE** may ask the Supplier to submit sureties as a guarantee of correct execution of the Purchase Order.

16. Insurance

16.1. Notwithstanding its responsibilities stipulated in the Order and without any limitation in this regard, the Supplier must bear the costs to underwrite and maintain the corresponding insurance policies for an amount sufficing to cover the risks associated with the execution of the Purchase Order. These insurance policies must be underwritten and maintained with companies of solid financial reputé during the validity of the Order (including the warranty period).

16.2. The obligations of exclusion of liability will not be affected by the insurance obligations.

17. ESG policies



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ACORDE considers compliance with its Code of Ethics and Legal Compliance, applicable to all its suppliers, to be of the utmost importance.

The supplier shall ensure that it has defined policies aimed at compliance with ESG principles

a) Environmental:

- **Decarbonisation**
- Biodiversity preservation
- **Circular economy**
- Resource efficiency
- Innovation

b) Management of social aspects:

- Diversity and inclusion
- Health and safety
- Training and development
- Customer engagement
- Responsible supply chain
- Human rights
- Community development

c) Corporate governance management:

- Corporate governance system
- Cybersecurity and privacy of information
- Ethics and integrity
- Fiscal responsibility

18. Occupational health and safety

18.1. The Supplier shall observe all occupational health and safety legislation applicable to the Purchase Order as per the pertinent local legislation currently in force

18.2. When at the premises of **ACORDE** or its Clients, the Supplier must heed all written or oral instructions concerning health and safety given by **ACORDE** or its Clients.

18.3. Together with the equipment, materials or supplied goods, the Supplier agrees to send instructions in Spanish regarding their use, storage, and any other elements necessary for the appropriate protection of occupational risks arising from the use and handling of the equipment or materials.

19. Environmental protection

19.1. The Supplier shall comply with all applicable environmental legislation, adopt the best preventive measures and practices, and, where necessary, correct actions that could harm environmental conservation.



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19.2. The Particular Terms and Conditions of the Purchase Order may indicate specific requirements concerning environmental regulations.

20. Confidentiality and protection of personal data

20.1. The Purchase Order and any other information provided by **ACORDE** are confidential. The Supplier must safeguard the mere existence of the Purchase Order, and all information (regardless of its nature) disclosed in the relationship with **ACORDE**, its clients, partners, or business activities in strict confidentiality.

20.2. The use of such information will only be permitted for the execution of the Purchase Order. The Supplier shall apply all reasonable safeguarding measures (in accordance with the most stringent standards) to protect confidential information.

20.3. The Supplier shall limit access to this confidential information only to employees, agents or subcontractors participating in the execution of the Purchase Order and on a need-to-know basis.

20.4. The Supplier may disclose confidential information to other parties not directly related to the execution of the Purchase Order, who should be known to the Supplier (e.g., auditors, consultants, etc.) so long as these parties are bound by confidentiality or non-disclosure clauses that are like the ones herein.

20.5. The Supplier shall ensure that such employees, agents, or subcontractors fulfil the obligations and shall also be liable for any unauthorized disclosure.

20.6. Except for the cases, the Supplier shall neither copy nor reveal any confidential information without the prior written consent of **ACORDE**. The Supplier shall neither announce nor disclose its status as **ACORDE** Supplier in any other way without the prior written consent of **ACORDE**.

20.7. The confidentiality obligations shall remain applicable and valid indefinitely regardless of any cancellation, termination, or expiration of the Purchase Order.

20.8. Should the Supplier gain access to personal data of which **ACORDE** is the proprietor because of the execution of the Purchase Order or by chance, the Supplier shall safeguard the confidentiality of this information (including after termination) and not disclose the data to third parties without the corresponding consent and, moreover, observe the pertinent data protection laws and legislation in force.

21. Relationship between the parties

21.1. The Supplier shall furnish the Services and/or Products with professional autonomy, though in accordance with the orientation or general guidelines established by **ACORDE** in the Order.

21.2. The Supplier undertakes to bear the employment, tax and Social Security obligations concerning its employees (and subcontractors and their employees, if any) and to hold **ACORDE** harmless from any economic damage and expenses of any nature that **ACORDE** could incur because of any claim lodged for employment, tax or Social Security matters concerning the Supplier's employees (and subcontractors and their employees, if any).



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21.3. For these purposes, the Supplier undertakes to provide **ACORDE**, if it has not already done so during the certification/approval process or if requested to do so during the tracking and assessment process, when issuing the Order, the corresponding specific certificates stating to be up to date with the obligations insofar as Social Security and Tax Authorities.

21.4. Additionally, the Supplier undertakes to provide **ACORDE** with the Social Security registration forms for its personnel assigned to the Service before they commence.

21.5. In any case, the Supplier must call for fulfilment of the same obligations in its relationship with subcontractors and/or the subcontractor's employees.

22. Miscellaneous provisions

22.1. The Supplier shall neither subcontract nor assign, whether fully or in part, any right, duty or obligation contemplated in the Purchase Order, nor any right to credit for amounts that **ACORDE** owes to the Supplier by virtue of the Purchase Order unless **ACORDE** has previously granted consent to do so in writing (which may be conditioned) that has been signed by its authorized representatives. **ACORDE** may, at its sole discretion, assign or dispose of its rights and obligations contemplated in this Purchase Order, though it must notify the Supplier thereof.

22.2. Should a competent authority rule any of these conditions to be invalid or inapplicable, whether fully or partially, the provision shall be interpreted as necessary to eliminate the invalidity or inapplicability, and the validity of the remaining provisions shall remain unaffected.

22.3. Any waiver by **ACORDE** to make a claim to the Supplier for some noncompliance in the Purchase Order will not be considered a general waiver to claim for subsequent noncompliance, whether of the same or different nature. **ACORDE's** failure to exercise any rights granted thereto by virtue of the Purchase Order for any reason whatsoever will not affect its right to do so in the future.

22.4. The Purchase Order (and its annexes, if any) represents the entire agreement between the parties and will replace, and thus invalidate any communication, declaration, or previous agreement in relation to the purpose of said Purchase Order.

22.5. All notifications must be made in writing, signed by the duly authorized representatives of both parties, and sent to the mailing and e-mail addresses indicated in the Purchase Order. They may be delivered by hand, electronically, by certified mail or fax, and will be considered notified: (i) at the moment of delivery when delivered by hand or electronically; (ii) three (3) business days after being sent when dispatched by certified mail; or (iii) on the date printed on the transmission report generated by the fax issuer's device when sent by fax.

22.6. The General Terms and Conditions and, where pertinent, the Particular Terms and Conditions, prevail and supersede any general contract terms and conditions and/or general clauses of the Supplier as presented in its Offer, Proposal or Quote.



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22.7. Applicable Legislation: the Purchase Order shall be governed and interpreted in accordance with the laws of Spain.

22.8. Jurisdiction: any discrepancy arising from the Purchase Order or in relation thereto will be subject to the exclusive jurisdiction of the courts of Santander.

22.9. The Parties agree that any right to credit arising because of the present document may not be assigned to third parties without the prior and express consent of **ACORDE**.

23. Special provisions applicable to purchase orders related to services involving the processing of personal data

If a purchase order is related to the procurement of a service that entails the processing of personal data, the following clauses will apply, supplementary to any specific agreement signed between **ACORDE** and the Supplier.

In accordance with these terms and conditions, the Supplier, in its capacity as Processor, shall process personal data on behalf of **ACORDE** (Controller) as required for the proper provision of the service.

To permit the correct execution of the data processing arising from the service procured, **ACORDE** shall provide the Supplier with all the necessary information related to the description of the service, including its purpose and the type of processing entailed.

24. Obligations of the data processor

Use the personal data being processed, or that are gathered for inclusion, for the sole purpose of the service procured and in accordance with the data controller's instructions.

Make a record of all the categories of processing activities carried out on behalf of the data controller.

Take all the necessary measures for the type of processing concerned in accordance with article 32 "Security of processing" of Regulation (EU) 2016/679 of April 27, 2016 (GDPR). In any case, mechanisms must be implemented to: i) Guarantee the permanent confidentiality, integrity, availability and resilience of systems and processing services. ii) Restore the availability and access to personal data in a timely manner in the event of a physical or technical incident. iii) Verify, evaluate, and assess on a regular basis the effectiveness of the technical and organizational measures implemented to guarantee the security of the processing; and iv) Pseudo anonymize and encrypt personal data where applicable.

Ensure that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and comply with the corresponding security measures.



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Ensure that the documentation confirming compliance with the obligation stated in the previous paragraph is always readily available to the controller. If applicable, allow periodic audits by the controller or a third party authorized by them.

Assist the data controller in enabling data subjects to exercise their rights of access, correction, erasure and opposition, restriction of processing, data portability, and freedom from automated individual decision-making, including profiling (hereinafter, "ARCOPS" after the Spanish acronym).

The data processor shall notify the data controller, without undue delay and in any case within 48 hours, through any means which leaves a record of the notification, of any breaches that come to light in the security of the personal data in their possession, as well as all relevant information for the recording and notification of the incident. This information includes the elements stated in article 33 of the GDPR.

Provide support to the data controller in the preparation of impact assessments concerning data protection, and in the preparation of preliminary queries formulated to the supervisory authority.

Provide the data controller with all the necessary information to demonstrate compliance with its obligations, as well as for any audits or inspections carried out by the controller or a third party authorized by them.

If required by law, appoint a data protection officer, and pass on their name and contact details to the data controller.

The data processor is expressly forbidden from subcontracting any services that form part of this contract and that entail the processing of personal data.

The data controller may require the data processor to erase or return all personal data to which it has had access to provide the service. If required by law to keep these data, this shall comply with the provisions of the applicable regulation.

25. Special provisions only applicable to purchase orders related to certain products or services, or cross-border transactions with certain countries

Purchase Orders related to contracts with the Spanish Ministry of Defence

When this Purchase Order is related to a contract between **ACORDE** and the Spanish Ministry of Defence, all the requirements in the Purchase Order will be subject to an official quality control to the satisfaction of the National Quality Assurance Authority (NQAA) or authorized representative thereof, who will notify the Supplier of the activities that must be carried out.

All requirements of this contract may be subject to GQA. You will be notified of any GQA activity to be performed.

Purchase Orders related to dual-use materials

The Supplier declares to comply with all the pertinent export laws and legislation, including yet not limited to (a) local legislation applicable to the Supplier; (b) Spanish import licensing that may be required and issued as per Spanish Law 53/2007 and Royal Decree 2061/2008 for controlling the foreign trade of military



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materials and data and information of dual use (or any other applicable or superseding law); (c) the applicable European rules and laws on exporting and/or importing (d) all the applicable rules and laws of the United States of America regulating exportation [including the International Traffic in Arms Regulations (ITAR), title 22, the Code of Federal Regulations (CFR), parts 120-130, the legislation on exports, title 15, CFR parts 730-774] and any governmental legislation applicable to exporting, re-exporting or distributing or disseminating goods by the Supplier.

Exclusion of conflict minerals

The Supplier warrants that the Products that will be supplied within the scope of this Purchase Order do not include "conflict minerals", as defined in section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act.

The "conflict minerals" include columbite- tantalite, cassiterite, gold, wolframite, or their derivatives; or any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country.