

**STANDARD TERMS AND CONDITIONS FOR THE SERVICES PROVIDED BY
ULMA MANUTENCIÓN, S. COOP (ULMA SERVICE)**

1. SUBJECT-MATTER

- 1.1. These standard terms and conditions (“**STC**”) will apply to all services provided and materials delivered (as defined in clause 1.2 below) by ULMA MANUTENCIÓN, S. COOP. (“**ULMA**”) to any customer (“**Customer**”) in connection with the maintenance, repair, development and/or extension of the hardware or software of the installations and/or their equipment designed, manufactured, installed and/or implemented by ULMA worldwide (the “**Installations**”). ULMA and the Customer shall be referred to individually as a “**Party**” and collectively as “**Parties**”.
- 1.2. As an example but without limitation, and regardless of whether the services are provided on site or remotely, these STC will be deemed to apply, inter alia, to the following supplies and/or services provided by ULMA (the “**Services**” and, individually, the “**Service**”): (i) electro-mechanical extensions of the Installations; (ii) “renoves”(iii), preventive assistance and incident correction services, and subsequent interventions at the Installations; (iv) supply, delivery, installation, replacement and/or substitution of any components, parts and/or goods related to the hardware or software of the Installations (the “**Materials**”); (v) migrations, upgrades or projects related to the obsolescence of the Installations; (vi) services and/or changes in functionalities in the computer applications related to the Installations; (vii) reengineering or consulting services; (viii) training services; and (ix) any other services related to electro-mechanical and computer assistance, to the handling of incidents, to the review of the Installations and/or those of an analogous nature to the foregoing.
- 1.3. These STC, together with ULMA’s technical-commercial offer detailing the specific terms and conditions of the contracted Service, the order form accepted by the Customer or the latter’s final order of the relevant Service (“**Offer**”) will comprise the entire agreement between ULMA and the Customer (“**Agreement**”).
- 1.4. The Offer will be valid for a period of thirty (30) natural days after the date of its issue. The express acceptance of an Offer or the submission of an order by the Customer will entail the acceptance of these STC.
- 1.5. Any amendment, change or additional condition to the STC proposed by the Customer in the Offer, will require ULMA’s express prior written acceptance.
- 1.6. In the event of discrepancies between: (i) these STC; and (ii) any particular condition stipulated in the Offer, what is stipulated in the particular terms and conditions of the Offer will prevail.

2. PRICES AND TERMS OF PAYMENT

- 2.1. The prices stipulated in the Offer are net (excluding any amounts to be withheld by the Customer from the prices of the Services pursuant to the legislation of the country of destination and the taxes, if any, payable by the Customer, including but not limited to VAT or other indirect taxes) and shall be stated in Euros.
- 2.2. ULMA reserves the right to review and adjust the prices agreed in the Offer in the event of: (i) changes in the amount and/or in the technical specifications of the contracted Services; (ii) material error in the price-fixing; and/or (iii) variations in factors beyond ULMA’s control, such as, inter alia, taxes and/or upward fluctuations in the price of raw materials.
- 2.3. Invoices will be issued in electronic format (PDF), stating the delivery note number or report number. Nonetheless, the Customer may ask to have the order number included in the invoice, as long as the Customer provides the number to ULMA, in writing, prior to the commencement of the contracted Service or shipment of the required Material.
- 2.4. Invoices shall be paid within a maximum period of thirty (30) days after the invoice issuance date, by bank transfer to the bank account designated by ULMA in the Offer. Withholdings or offsets by the Customer will not be admitted. The invoice payment deadline is an essential obligation of the Agreement.
- 2.5. Should it disagree with the invoice, the Customer shall serve written notice on ULMA within the first five (5) days after the invoice issuance date. After that time, the invoice shall be considered as final.
- 2.6. In the event of a delay in the payment of invoices, ULMA will be entitled to claim late-payment interest on the amount owed, at the late-payment interest rate in force in Spain at any given time. Likewise, in the event of breach or delay in the payment of the amounts agreed in the Offer, ULMA reserves the right not to start the Service and/or the installation/replacement of the Materials contracted in the Offer.

3. TERMS AND CONDITIONS OF THE SERVICES

- 3.1. ULMA will provide the Services requested by the Customer in accordance with the particular technical specifications agreed in the Offer.
- 3.2. Unless otherwise stipulated in the Offer, the Materials to be delivered will be governed in accordance with the INCOTERM EX-WORKS (INCOTERMS 2020).
- 3.3. ULMA may make use of subcontractors to provide the Service, in which case ULMA must ensure that the subcontractors comply with these STC.
- 3.4. During the performance of the Service, ULMA will prepare the appropriate reports to inform the Customer of any anomalies and/or errors detected in the functioning of the Installation, and the recommended repairs.

3.5. On-Site Services

- 3.5.1. When the Services are provided on site at the Customer’s Installations (the “**On-Site Services**”), upon their completion, ULMA’s technicians will fill out the relevant service acceptance document (the “**Report**”) and the Customer will sign it, in witness of acceptance. If for any reason it is not possible to deliver and sign the Report on site, upon completion of the Service, ULMA will attempt to send the Customer an electronic Report in the shortest possible time.
- 3.5.2. If the Customer does not express justified and written disagreement with the Report within a maximum of 48 hours after its receipt, the Customer shall be deemed to have accepted the Service provided by ULMA.

3.6. Remote Services

- 3.6.1. When the Services are provided via remote connection or do not require the presence

of ULMA’s technicians on site (the “**Remote Services**”), upon completion of the Service, ULMA will send an e-mail to the Customer, stating the tasks performed (“**Completion of Service**”).

- 3.6.2. If the Customer does not express justified and written disagreement with the Completion of Service within a maximum of 24 hours after its issue, the Customer shall be deemed to have accepted the Services provided by ULMA.

3.7. Delivery of Materials

- 3.7.1. When the Services entail the supply and delivery of Materials, the Customer must review the Materials upon delivery and, as the case may be, serve written notice on ULMA of any dissatisfaction with them within a maximum of 48 hours after their delivery. Otherwise the Customer shall be deemed to have accepted the Materials and agreed with their conditions and utility.
- 3.7.2. If the Customer does not accept the Materials upon their delivery or does not take charge of them, the expenses incurred on safekeeping, storage and insurance will be charged to the Customer.
- 3.7.3. Notwithstanding the transfer of the risk of loss or damage pursuant to the applicable Incoterm, please note that the ownership of the Materials will be transferred, in all cases, following the full payment of all amounts owed in accordance with the Offer.

4. DEADLINES

- 4.1. The deadlines stipulated in the Offer for the supply, delivery and/or installation of Materials will be stated in workdays
- 4.2. All deadlines stipulated in the Offer, whether for the provision of the Service or for the supply of Materials, are the result of ULMA’s best estimation. Nonetheless, given the practical impossibility of estimating the exact time that may be required, any non-negligent failure by ULMA to meet the stipulated deadlines will not entail any penalty whatsoever for delay. ULMA also reserves the right to delay or postpone the projected delivery date of the Materials, or to make partial and interrupted deliveries over a period of time, without the non-negligent failure by ULMA to meet the deadlines entailing any penalty for delay.
- 4.3. If the Materials are not shipped and/or delivered for reasons attributable to the Customer, (including, as an example but without limitation, the failure to pay any amounts owed to ULMA, refusal to accept the delivery of the Materials, etc.), ULMA will bill the Customer for the storage costs incurred by it due to the failure to ship and/or deliver.
- 4.4. In the same way, if the provision of the Services (including, as an example but without limitation, the delivery and/or installation of any type of software) is delayed for reasons attributable to the Customer (or to third parties contracted by the latter) and as a result the deadlines stipulated in the Offer are not met, ULMA reserves the right to charge the Customer, regardless of the price agreed in the Offer, for all extra costs and/or additional expenses incurred on said delay.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. By accepting these STC, the Customer agrees to: (i) cooperate with ULMA in all aspects related to the Service and/or the supply, delivery and installation of the Materials; (ii) allow ULMA, its representatives, employees, consultants and/or subcontractors to access its installations or other premises, as required by ULMA for the performance of its obligations, guaranteeing in all cases the compliance with the applicable legislation on safety and occupational risk prevention; (iii) carry out the business activities coordination (“**BAC**”) in due time and form before ULMA’s technical team accesses the Customer’s installations; (iv) prepare its installations prior to commencement of the Service and/or delivery of the Materials by ULMA, carrying out the tasks and/or works required for such purpose (electrical, pneumatic, network, etc.) and necessary for the execution of the actions ordered to ULMA in the Offer, guaranteeing that the different parts of the Installations in which an action is expected have been halted for such purpose and that the perimeter has been duly secured; (v) obtain and maintain in force all licenses, permits and authorizations needed for the correct functioning of the Installations; (vi) designate one person per work shift, trained and certified by ULMA, in charge of authorizing the access into the Installations to ULMA’s technicians, by signing the template authorizing the halt and consignment of machinery; (vii) pay the price that in each case corresponds to ULMA for the Service, in accordance with the terms and conditions stipulated in the Offer.

6. ULMA WARRANTY

6.1. Standard warranty

- 6.1.1. ULMA guarantees that the activities needed to provide the Services will be carried out with the degree of diligence and care required by professional good practices.
- 6.1.2. ULMA will remedy any activity not in line with the technical specifications agreed in the Offer, provided that the Customer notifies ULMA of the deficiency, in writing, immediately and in any case within a maximum of (i) 48 hours after the Report is issued in connection with On-Site Services; or (ii) 24 hours after the Completion of Service is issued in connection with Remote Services.
- 6.1.3. ULMA shall not be liable for deficiencies in Installations for which maintenance or technical assistance was requested, when such deficiencies are a result of: (i) operating parameters of the Installations defined by persons unrelated to ULMA; (ii) erroneous information supplied by the Customer; (iii) work or repairs performed by professionals who were not directly contracted or designated by ULMA; (iv) changes and/or modifications in the remote connection related to the Installations; and (v) deficiencies in the Installations caused by the Customer’s failure to serve notice in due time of errors and/or defects in the Materials and/or in the provision of the Services.
- 6.1.4. This warranty and ULMA’s compliance with its obligations hereunder are, in all cases, subject to the Customer permitting ULMA and/or the entity/individual designated and/or subcontracted by ULMA to provide the Service, to have full access to the Installations.

6.2. Warranty on Materials

- 6.2.1. ULMA guarantees that the Materials to be supplied and/or installed are new, free and clear from encumbrances and fulfill the specifications detailed in each case in the Offer.
- 6.2.2. Should the Customer note and serve notice on ULMA of any defect in the Materials delivered and/or installed, said Materials will be examined by ULMA.

6.2.3. If ULMA's analysis confirms that the defect exists and is due to a manufacturing error, ULMA reserves the right to choose between replacing the Material, or the part thereof that is defective, or reimbursing the price paid for the Material. If the defect detected in the Material prevents the correct functioning of the Installation (on the terms contracted with ULMA), ULMA agrees to replace the relevant Material.

6.2.4. Should it choose to replace the Material, and unless the defect is exclusively attributable to ULMA, the warranty excludes any costs and expenses incurred on the replacement, including, inter alia, those associated with the labor and/or travel of ULMA's technicians.

6.2.5. Notwithstanding the foregoing, the warranty excludes, in all cases, damage, defects and/or wear and tear resulting from: (i) the normal wear and tear due to the use of the Materials; (ii) the unsuitable or incorrect use of the Materials; (iii) any modification, alteration and/or change in the Materials not made by ULMA; (iv) negligence, vandalism or force majeure.

6.2.6. The warranty will be enforceable by the Customer for (1) year after the date on which the Material is shipped by ULMA.

7. LIABILITY

7.1. In no case will ULMA accept any liability whatsoever for any damage or loss occasioned as a result of accidents occurring at the Installations or malfunctions caused by the Customer's misuse or inadequate maintenance of the Installations.

7.2. Except for negligent actions on the part of ULMA, the total and global liability of ULMA for any direct damage or loss occasioned to the Customer by the action or omission of ULMA in providing the Service will be limited to a maximum amount equal to the 25% of the price defined in the Offer.

7.3. Except in the event of gross negligence, ULMA shall not be liable to the Customer for indirect or consequential losses or damages occasioned to the latter in relation to any contractual breach under the Agreement (for example and without limitation, loss of real or foreseeable profits, uses, production, contracts, opportunities, income, capital cost, replacement costs, reputation, information or data, due to the interruption of commercial activity, interest, power, energy acquisition or replacement costs, and/or contractual claims of third parties).

8. TERMINATION OF THE AGREEMENT

8.1. Either Party may terminate the Agreement due to (i) a contractual breach by the other Party, where the Party in breach does not remedy the breach within thirty (30) calendar days after receiving written notice of contractual termination from the Party not in breach; or (ii) the assignment of the Agreement without the other Party's prior written consent. Notwithstanding the foregoing, ULMA may assign the Agreement to entities within its own group of companies.

8.2. The Party in breach must indemnify the Party not in breach for the direct damages and losses occasioned to the Party not in breach as a consequence of the termination of the Agreement, but in no case for any indirect or consequential damage that such termination may cause.

9. UNILATERAL EARLY TERMINATION OR SUSPENSION BY THE CUSTOMER

9.1. Once an Offer has been agreed between the Parties, if the Customer unilaterally terminates or suspends the engagement made to ULMA, even if there are events of force majeure that serve as grounds for such termination, ULMA may charge the Customer for all expenses or costs incurred with the aim of providing the Service, until the date of the notice of early termination or suspension.

10. AGREEMENT NOT TO CONTRACT

10.1. The Customer agrees not to contract directly the professional services of any person working for ULMA. This condition shall remain in force even after the termination of the Agreement, for an additional 2-year period.

10.2. Should this obligation be breached by the Customer, ULMA will be entitled to claim the indemnification of the damages and losses occasioned as a consequence of said contracting.

11. CONFIDENTIALITY

11.1. The Customer expressly agrees to keep secret and not to disclose to third parties or use for any purpose other than the correct performance of the Agreement, all know-how or information related to the Installations, the Services, the production process or equipment of ULMA and any other data that may reasonably be deemed confidential, including, inter alia, the Offer and the System Data.

11.2. ULMA states that any data, design, software, procedure, prototype and/or know-how, including those that are technological, scientific, industrial, commercial, organizational and/or financial, used in connection with the Agreement will be treated as business secrets for the purposes of Business Secrets Law 1/2019, of February 20, 2019, and their disclosure and/or use is therefore expressly prohibited unless previously authorized in writing by ULMA.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY OF ULMA

12.1. All intellectual and industrial property rights related to the know-how used by ULMA to provide the Services, as well as all those related to the Materials to be supplied and installed under the Agreement, are owned by ULMA and will remain under its exclusive property, and nothing stipulated in these STC can be regarded as the grant of any license whatsoever to the Customer in connection with those rights.

13. SOFTWARE

13.1. The Customer acknowledges that all computer programs created by ULMA while performing the Agreement for its use in the Installations are and shall continue to be owned by ULMA.

13.2. In this connection, ULMA grants the Customer a limited, non-exclusive and non-transferable license for the duration of the intellectual property rights inherent in the ULMA software (the "Software"), for the sole use thereof by the Customer in the physical Installations in which the Service is provided or the Materials are supplied.

13.3. Any license granted for each Service is limited in all cases to the scope of the Offer and, accordingly, does not include future updates required by the software or any modifications that may be needed due to future changes in the ULMA Installations that are not detailed in the Offer, which will therefore have to be contracted by the Customer additionally.

13.4. The aforesaid licenses in favor of the Customer are conditional on the full payment of the price in the Offer and on compliance with any End-User License Agreement (EULA) included, as the case may be, in each version of the Software.

13.5. While the Software is protected by any intellectual property right, the Customer undertakes: (i) not to use the Software, or to authorize its use to any individual or legal entity, for purposes other than those foreseen in the Offer; (ii) not to submit the Software to reverse engineering, not to modify, transform, translate, reverse, decompile, disassemble or create derivative works based on the Software or on the documentation related thereto, and not to develop or enhance the Software, either itself or through a third party, without ULMA's prior written consent; (iii) not to copy or reproduce the Software or the documentation related thereto and not to copy or reproduce any information or data furnished by ULMA, without its prior written consent; (iv) not to sub-license, dispose of or in any other way assign the Software to third parties or to provide the Software or the information required for its use by third parties, including the holding, subsidiary or associated entity of the Customer, without ULMA's prior written consent; (v) not to apply for or register, directly or through third parties, in any place worldwide, any industrial or intellectual property right related to the Software, whether or not registered; (vi) not to take any action whatsoever that could obstruct or jeopardize the ownership of the Software; (vii) to uphold and respect the technical means used for the Software's protection and security, taking all measures within its power for its correct preservation; (viii) to refrain from taking any action that could jeopardize or entail an infringement of the intellectual property rights or any other right resulting from the Software; (ix) to inform ULMA immediately of any circumstance of any nature that becomes known to it and could affect the Software or the intellectual and industrial property rights associated therewith; (x) to cease in the use of the Software immediately and to return to ULMA all information and documentation related to the Software, as well as any documentation thereon, when the Agreement is terminated; and (xi) to comply with all agreements and obligations entered into hereunder, bearing all costs associated with said compliance, and to take reasonable measures in order to ensure that no person under its control is in breach of these STC.

14. DATA OF THE INSTALLATIONS SOFTWARE

14.1. Notwithstanding the foregoing, ULMA may obtain, collect, file, process and use the data generated by the various types of software included in the Installations ("System Data") in order to perform its obligations under the Agreement and, in particular, to provide the Services ("Purpose").

14.2. All System Data collected in accordance with the foregoing shall be owned by the Customer, and ULMA cannot transfer such information to third parties. In order for the System Data to be used exclusively for the fulfillment of the Purpose, the Customer shall comply with the operational requirements of the Installations.

15. PERSONAL DATA PROTECTION

15.1. Pursuant to General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and to Organic Law 3/2018, of December 5, 2018, on personal data protection and the guarantee of digital rights, by accepting these STC, the Customer, as the controller of the personal data whose processing is required for the performance of the Agreement, guarantees that it has obtained all relevant consents as are needed to transfer the data to ULMA, also authorizing the latter so that, as processor of the personal data to which it has access under the Agreement, it may use such data for the purpose of performing the obligations entered into under the Agreement.

15.2. The consent of the relevant owners of the personal data and the authorization from the Customer for the processing constitute the legal basis of any processing that may be carried out by ULMA.

15.3. ULMA may disclose to third parties the personal data collected by the Customer and transferred to ULMA, provided that the disclosure is strictly necessary for the performance of the Agreement, or ULMA is legally or contractually obliged to do so.

15.4. Personal data will not be kept longer than the time needed to fulfill the purposes for which it is processed.

16. EVENTS OF FORCE MAJEURE

16.1. With the exception of the event set forth under clause 9, the Parties will not be in breach of any of their obligations if the breach or delay in the performance of an obligation is due, in whole or in part, directly or indirectly, to an event of force majeure. In such case, the deadlines agreed in the Offer will automatically be extended for as long as the event of force majeure lasts.

16.2. In this respect, an event of force majeure means an exceptional event or circumstance that occurs on any grounds beyond the reasonable control of either Party, including, inter alia: (i) public health crises such as pandemics, epidemics and situations of serious contamination; (ii) natural disasters; (iii) prolonged outage of electricity, telecommunications or transportation; (iv) war; (v) seizure; (vi) strike; (vii) shortage of raw materials; (viii) lockout or labor unrest; (ix) delays caused by carriers or delays by the Parties' suppliers; or (x) any other event beyond the Parties' control ("Events of Force Majeure"). In no case shall financial difficulties be treated as Events of Force Majeure.

17. GENERAL PROVISIONS

17.1. All notices or communications to be served by either Party on the other Party must be served in writing on the addresses stated in the Offer.

17.2. The Customer shall not assign its own rights and obligations under the Agreement to third parties without ULMA's express written authorization.

17.3. If any clause is invalid or void, such circumstance shall not affect the validity of the rest of the STC.

17.4. The waiver of any term or condition under these STC, or of any of the rights and obligations of the Parties hereunder, will be effective only if recorded in writing and signed by the Party affected by said waiver or modification.

17.5. Should either Party refrain from exercising any of the rights conferred under the Agreement, said Party will not be deemed to have waived the exercise of such rights. In the same way, no modification or waiver of breach will be treated as a modification or waiver of future breaches or of other contractual provisions.

18. JURISDICTION AND APPLICABLE LAW



- 18.1.** The Agreement is subject to Spanish law.
- 18.2.** The Parties will attempt to resolve all disagreements related to the Agreement by negotiating in good faith.
- 18.3.** Notwithstanding the foregoing, and unless otherwise agreed by the Parties in the Offer, all disputes under or related to the Agreement, including any matter related to its existence, validity or termination, which has not been resolved within thirty (30) calendar days after the notice thereof is served, shall be resolved by the courts and tribunals of Bergara (Gipuzkoa, Spain).