

GENERAL TERMS & CONDITIONS OF PURCHASE

1.- DEFINITIONS

The following terms shall have the meaning defined below in these General Terms & Conditions of Purchase “**GT&C Purchase**”):

- “**Purchaser**” or “**JASO**”: JASO EQUIPOS DE OBRAS Y CONSTRUCCIONES, S.L.
- “**Supplier**” or “**Provider**”: Any individual or legal entity from whom JASO contracts or purchases the "Products" or "Services"
- “**Purchase Order**” or “**Order**” refers to the purchase order signed by an authorised representative of JASO and any added documents.
- “**Product**” means products, or parts of them, procured as described herein, and, as applicable, in the Order confirmation issued by the Purchaser.
- “**Services**” means the provision of any type of services by Providers.

These General Terms and Conditions of Purchase shall be applicable except as otherwise provided in the Specific Terms and Conditions of the Purchase Order or Order. In case of any discrepancy or contradiction between the General and Specific Terms and Conditions, the latter shall prevail.

2.- SCOPE OF APPLICATION

These General Terms & Conditions of Purchase (“**GT&C Purchase**”) shall be applied, excluding any other stipulation of the Supplier, to all those requests for quotations, orders and purchase agreements for goods and services or for the implementation of works that are issued by or entered into with JASO EQUIPOS DE OBRAS Y CONSTRUCCIONES, S.L. (hereinafter, **JASO**), as well as to the commercial relationships arising from their fulfilment.

These GT&C Purchase shall form an integral part of the Order and shall prevail in case of any discrepancy with what is set out by the Supplier in any document. Any revocation or amendment to these GT&C Purchase shall only be effective with the prior written consent of JASO, and their validity shall be limited to the specific Order and the Supplier may not extend them to other past or future Orders.

JASO shall keep a copy of these GT&C Purchase available for the Supplier on its website and shall explicitly refer to them in the Purchase Order or Order, of which they shall become an integral part.

Consequently, the signing of suppliers' sale forms or the existence, as applicable, of General Terms and Conditions of Sale of the Supplier shall not exempt the Supplier from applying these General Terms and Conditions, which shall prevail, in any event, except with the prior written acceptance of JASO of the partial or total waiver of these General Terms and Conditions.

3.- PURCHASE ORDER OR ORDER

Any Order placed by JASO that is not based on a contract shall be confirmed by a Purchase Order or Order, or, failing that, by a quotation accepted in writing. JASO shall not be bound by any Order, unless it is signed by a duly empowered representative.

Those Orders will have to be accepted within five (5) working days from being issued, by means of returning a signed copy of the Order itself, an acceptance document, or an acknowledgement of receipt confirming as applicable the prices of the new products to the *JASO Purchasing Department*, either by post or by email. Acceptance of an order

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by the Supplier implies the acceptance of these GT&C Purchase, along with, as applicable, what is established in the Specific Terms and Conditions of the Order.

The acceptance of the Order, or the start of the processing of the Order by the Supplier without having fulfilled the aforementioned requirement likewise implies the full acceptance of the Order and of these GT&C Purchase. However, JASO reserves the right to cancel the order if, at the end of the aforementioned time period, it has not received the Acceptance by the Supplier or any of the specific or general terms and conditions established therein; the Supplier shall not be entitled to make a claim in that regard.

The weights, dimensions, capacities, technical specifications, characteristics and configurations referring to the Products shall comply with the terms and conditions indicated in our order. Any disagreement about any of the terms or conditions shall be notified in writing and the approval of JASO obtained prior to continuing with the supply process.

Nothing envisaged in these GT&C Purchase – or the actions that the Supplier must take, as applicable, to comply with those provisions or to submit a specific quotation to JASO – is or can be understood to constitute any type of contractual or pre-contractual relationships, from which any type of obligations could ensue for JASO until the fulfilment of the order.

4.- TRANSFER OF TITLE AND RISK

The Products shall be transported at the risk and peril of the Supplier.

The transfer of title occurs at the time of delivery at the agreed place and the transfer of risk when the Product has been inspected and formally accepted by the JASO representative. That acceptance shall only be a mere expression of conformity with the content and quantity of the delivered products, along with verifying that there is no apparent damage.

However, no inspection, delay or omission in its completion or the failure to discover a defect shall free the Supplier from any liability or shall adversely affect any right or action held by JASO.

In the cases of rejection after the delivery, the rejected Products shall be definitely the property of the Supplier from the date of their non-conformities.

5.- DELIVERY AND DELAY

Unless otherwise established in the Specific Terms and Conditions of the Order, the delivery shall be Carriage and Insurance Paid (CIP) for intracommunity transactions and Delivery Duty Paid (DDP) for extra-community transactions, interpreted as per the INCOTERMS in force as of the date of the Order.

The lead times established in the Order shall be taken to be essential. The Supplier undertakes to plan a rate of production that complies with the lead times envisaged for the Product and/or the Service, with the agreed quality level. The goods and products shall be delivered on the date, at the place and as per the terms and conditions agreed in the Purchase Order or Order.

Each Product shipment shall be accompanied by a delivery note, which must contain the company name of JASO, the order number, the quantity,



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date and other specifications of the Purchase Order issued by JASO.

JASO reserves the right not to accept deliveries that do not comply with the order specifications, including as non-conforming deliveries, those that differ in quantity, delivery time or place. The rejected products shall be put at the disposal of the Supplier, which shall arrange to remove them with the costs being for its account. Otherwise, the products shall be shipped to the Supplier freight collect.

When the Supplier fails to comply with the established lead time, JASO shall be entitled, apart from the delivery of the product or the provision of the Service, to collect a penalty calculated at a rate of 0.8% of the purchase price for each full working day's delay. That penalty may not exceed 15% of the purchase price. In any event, JASO reserves the right to seek the damage and losses incurred as the result of the delay of the Supplier regardless of the aforementioned penalty.

The Supplier shall immediately inform JASO of any incident that prevents the delivery of the quantities specifies in the programmes and in the established lead times, setting out the reason and, where possible, the date on which the delivery is expected to be made. Should the Supplier fail to do so, JASO shall be entitled to compensation for any additional costs that it incurs and which it could have avoided if it had been notified. The Supplier undertakes to perform, at no additional cost for JASO, any actions (including overtime, urgent transport, etc.) needed to reduce the delay as much as possible.

6.- INSPECTION AND ACCEPTANCE

JASO reserves the right to inspect all the goods contracted at their place of manufacture, storage or fulfilment. Therefore, its authorised representatives shall have free access at any time (when so requested), during the order fulfilment period, to the workshop or factory premises of the Supplier and/or subcontractor, where the contracted materials and/or equipment are being manufactured, stored or fulfilled.

Should the production needs so require, JASO shall carry out the necessary selection and recovery tasks to correct the faults found. The Supplier shall pay the costs that could be incurred due to those operations.

7.- PACKAGING AND LABELLING

The Product shall be packaged by the Supplier in such a way that it can be appropriately handled, transported and stored without suffering any damage as per the requirements expressed in Order, as applicable, and any other packing requirements established in the specifications sent by the Supplier or the applicable legislation.

As regards the Supplier Products as per plans, each package must be identified with a label or marked with the JASO brand.

8.- QUALITY

The Supplier is responsible for the quality of the Products and Services that it delivers to JASO, regardless of whether it manufactures or renders them itself, or subcontracts them.

The quality of the delivered Products and Services must comply with the standards required in the documents, drawings, specifications and



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standards handed over to the Supplier and referred to in the Order. The issued certificates must clearly indicate the references, drawings and specifications of JASO and the version in question.

No technical modification may be made without the prior and written consent of JASO.

9.- PRICES

The prices contained in each Order or agreed in the contract shall be fixed and firm and may not be reviewed. The price shall be taken to include all the concepts that make up or may make up the cost of the Product or Service covered by the Order, including but not limited to, any applicable taxes (excluding VAT), duties or charges, social security contributions, consumables, transport, packaging, devices, per diem expenses, inspections, testing, certificates or any additional implementation that is not expressly detailed, but which the Supplier must provide or perform for the correct compliance of its obligations. The currency is the Euro except when otherwise specified in the order.

The Supplier may not unilaterally apply price increases. Not only price increases, but any change to the commercial terms and conditions between the Supplier and JASO must be the result of an agreement between the two parties, signed with the duly empowered person on behalf of Jaso. Should the Supplier apply unilateral price prices, they shall be not valid for all purposes, even if the order has been processed and the goods have been delivered.

10.- INVOICING AND PAYMENT TERMS AND CONDITIONS

The Supplier shall issue an invoice which shall be linked to the delivery note, as applicable. The invoice shall meet all the legally established requirements and shall indicate the Order number and the delivery note numbers.

In any event, partially invoicing shall not be accepted, unless expressly agreed in writing.

Furthermore, JASO may issue self-invoices when expressly established in the Specific Terms and Conditions between the parties.

The default payment terms are 60 days certified payment, even though they may be individually negotiated with each Supplier and reflected in the Specific Terms and Conditions and/or in the Order. The payment does not mean final acceptance of the Products or services, and therefore JASO retains all its relevant rights. If the Products or Services do not meet the contractual requirements, the invoice shall be settled within the payment term agreed in the Order, but calculated from the date on which those defects are corrected.

JASO may offset its credit claims against the Supplier by seeking payment by the latter, even if they are not related. Should the Supplier fail to comply with its obligations, JASO may defer and/or withhold payments.

11.- WARRANTIES & GUARANTEES

JASO shall have a 24-month warranty period from the shipment date from JASO to the customer, for the goods and services, except in those cases when a longer period is established by law; the Supplies undertakes to repair or replace, at the choice of JASO, the defective or incomplete Products.

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If any defect that is the responsibility of the Supplier is detected within the warranty period, JASO may opt for one of the following:

- **Seek** the total or partial termination of the Contract
- **Ask the Supplier to repair or replace** the defective Product; in that case, JASO shall be entitled to withhold any payment owed to the Supplier until the defect has been fully rectified. Should the Supplier not rectify the defect with the required urgency, JASO may carry out, either itself or through a third party, the repair or replacement of the defective Product; in that case, it shall be entitled to be reimbursed by the Supplier for all the costs and expenses incurred.
- **Ask the Supplier to provide the defective Service again.**

All the above is notwithstanding JASO's right to seek compensation for any losses, costs and damages incurred and to any other action to which it may be entitled.

Furthermore, the Supplier guarantees that the Products comply with all the applicable legislation in force, and, in particular, any aspect regarding the safety of the products; the supplier, therefore, is required to compensate, defend and hold JASO harmless from any lawsuit, claim, expense, liability, fine, loss, cost and damage, including the legal fees that JASO may incur regarding the Products or Services rendered.

The Supplier shall be solely liable for any damage that occurs due to a manufacturing defect, implementation of the work carried out or others attributable to the supplier, including the defects observed, with full replacement of all the

materials, if necessary, until JASO gives its full approval.

Any costs of materials, labour or others arising from the modifications, repairs or replacement of defective parts shall be exclusively borne by the Supplier.

12.- ITEMS PROPERTY OF JASO

All the items such as drawings, designs, plans, instructions, samples, models, moulds, information, etc. that JASO provides to the Supplier to fulfil an Order or Service, along with those produced using them, are the full and exclusive property of JASO and may only be used temporarily for the specific use for which they have been handed over; the Supplier must return them at no cost for JASO as soon as the Order is fulfilled and, in any event, within three (3) working days from being so request by JASO, and the latter may remove them directly from the workshops of the Supplier after written notification in that regard.

The use of those items by the Supplier for its own interest or that of third parties, along with their production, assignment to third parties without the express and prior written authorisation of JASO is forbidden. The Supplier shall be answerable for failure to comply with this prohibition. The Supplier assumes the risk of loss or damage and undertakes to keep those items in good state of use, as they were handed over. Therefore, the Supplier must, at its own expense, keep and store them separately and identified as the property of JASO.

The Supplier is fully liable for any loss or deterioration to the JASO Products that are temporarily in its possession.

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13.- OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to comply with and ensure its employees, and as applicable, its contractors and assignees, comply with current tax, employment, social security, occupational health and safety, and environmental legislation and of any other that is applicable, and to respect the occupational health and safety and environmental policies adopted by JASO, in the case of activities implemented at the JASO facilities.

During the supply of the Product or the provision of the Service, the following shall apply:

- **Anti-corruption:** Should the Supplier or any other person employed or acting on its behalf offer and/or give, directly or indirectly, any gift or remuneration to a member, employee or agent of JASO as incentive or reward for their conduct regarding to an order or contract, JASO shall be entitled to cancel or terminate it without any type of pecuniary obligation on its part; the Supplier shall pay any additional cost that JASO incurs as the result of the early termination. The Supplier hereby agrees to comply with all anti-corruption legislation in full.

Any breach by the Supplier of the applicable anti-corruption legislation shall be considered as serious non-compliance of the agreement, and shall empower JASO to terminate it. In that event, the Supplier shall waive any payment claim pursuant to the agreement, including payments for supplies or services already delivered. JASO shall not be liable for any claim, loss or damage arising from or associated with the breach by the Supplier of any anti-corruption legislation or associated

with the termination of the agreement pursuant to this clause.

- **Independence of the Supplier:** When complying with its obligations with JASO, the Supplier shall act as an independent entrepreneur, and all its agents and employees and those of its sub-contractors shall be selected, managed and supervised by the Supplier, and be under its managerial power. No type of employer/employee, attorney-in-fact/principal, or principal/agent shall exist between JASO and the Supplier, and the relationship shall be exclusively a business relationship. The Supplier undertakes to establish an autonomous work organisation so that no employment relationship can be deemed to exist with JASO, pursuant to current legislation.

The Supplier shall be requested to produce at any time when so requested by JASO proof of being in good-standing with the payment of its payroll, contributions to Social Security and tax obligations, along with proof of apply occupational health and safety regulations. The Supplier shall keep all the documents relating to the order, including accounting information, for a period of at least 5 years from the last payment.

- **Non-discrimination** The Supplier shall comply with its obligations in a non-discriminatory manner and respecting the rights of the workers. The Supplier shall therefore comply with all applicable current legislation regarding non-discrimination (on the grounds of sex, age, race, religion, etc.), and hold JASO harmless from any claim for those concepts and from the supplier failing to comply with its contractual obligations regarding its subcontractors,

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employees, agents or any other person with whom it has undertakings.

- **Social and employment obligations:** The Supplier undertakes to comply with employment provisions in force throughout the term of the Contract; that shall include ensuring its workers are properly contracted and qualified to carry out the contracted work, to be and remain up-to-date in the payment of the relevant salaries and wages, and be in good standing with its social security obligations. The Supplier shall hold JASO harmless from the consequences for the latter that could arise from any action, claim, proceedings brought by a third party for the breach of any employment or social security obligation, and shall settle the resulting amounts.

The Supplier shall adopt as many measures as necessary to comply with current occupational health and safety legislation.

Accordingly, the Supplier undertakes to use and establish, on its own responsibility inter alia, the measures deemed necessary regarding risk assessment, planning preventive activity, training and information on risks, the action to be taken in case of an emergency, and regular monitoring of the state of health of its workers. The Supplier is responsible for protecting the health and safety of its own and other workers provided through temporary employment companies or its subcontractors. The Supplier shall provide JASO with proof of the above whenever so requested. The Supplier is required to hold JASO harmless from any claim, legal action and/or penalty as the result of any breach of current health and safety legislation by the Supplier or, as applicable, by its Subcontractors.

- **Tax Obligations:** The Supplier hereby declares to be in good standing with its tax obligations, undertaking to comply with them as required by law throughout the term of the Contract, along with accrediting that circumstance by means of a certificate issued by the Tax Authorities.
- **Environmental Protection:** The Supplier shall adopt as many measures as deemed appropriate to guarantee strict compliance of environmental legislation by the supplier and by its employees and subcontractors. The Supplier shall be liable for any loss or damaged to the environment and/or to JASO or to its customers, and for any fine, penalty or claim that may arise from its failure to comply with its environmental obligations.

JASO may inspect compliance of all the above points; however, such an inspection shall not exempt the Supplier from its exclusive liability.

The Supplier shall be liable for any damages and losses arising from any type of actions or omissions by the supplier, its agents, employees, subcontractors and counterparts; it shall hold JASO harmless from any cost, claim, loss, necessary expense (including legal fees) or liability, along with any applicable VAT), that any of them may suffer and incur as the result of their actions.

Breach of those obligations or their partial compliance shall be sufficient grounds for the termination of the contractual relationships between the parties.

14.- ASSIGNMENT AND/OR SUBCONTRACTING

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The Supplier may not totally or partially assign, transfer or subcontract the fulfilment of the order and the contracted rights and obligations, without the prior written authorisation by JASO.

However, subcontracting is allowed and the Supplier is not required to seek prior approval in all those cases where the subcontracted activity does not form part of the specific, main or essential activity of the Supplier, the reason for which it has been specifically designated.

Obtaining that assignment or subcontracting authorisation implies that the Subcontractor accepts these GT&C Purchase or other Specific Terms and Conditions agreed from the time it begins to manufacture Products or render its services for JASO.

In the case of subcontracting, the Supplier shall be jointly and severally liable with the Subcontractor regarding all the obligations of the latter with JASO, which may take the relevant legal actions indistinctly against the Subcontractor and/or the Supplier itself.

15.- INSURANCE

The Supplier shall compensate all the personal injury or property damage and losses that, as the result of the fulfilment of the Order, is caused to JASO or third parties or, as applicable, repair or replace the damage Products, whenever their nature and purpose so allow.

To this end, and regardless of all the compulsory insurance required by current legislation for the correct fulfilment of the Order, the Supplier shall be required to take out a civil liability insurance policy that cover the possible contingencies that could arise regarding third parties, including JASO.

The minimum amount of the aforementioned civil liability insurance may be set in the Specific Terms and Conditions or the Order itself, along with requiring the Supplier to contract additional insurance to the ones mentioned when necessary.

When so required, the Supplier shall inform JASO of the appropriate insurance coverage for the business risk with JASO.

16.- FORCE MAJEURE.

Force majeure shall be considered to be any unforeseen event or which if foreseeable could not be avoided, and which extraordinarily hinders or renders impossible compliance of the obligations of any of the parties.

Accordingly, strikes, stoppages and labour conflicts that solely affect the employees or workers depending on the Supplier, the lack of means of transport or materials, delays of the subcontractors shall not be considered cases of force majeure, along with any circumstances that are not notified to JASO within five days from the cases occurring, setting out the details and the expected duration, together with the adopted or adoptable alternative measures to solve or minimise as far as possible the problems that may emerge due to the force majeure.

When a case of force majeure occurs, the implementation period shall be extended by the equivalent number of days to the length of the force majeure. If the force majeure events lasts longer than 120 days or if, given the circumstances, it were obvious that it would last 120 days, the unaffected party may terminate the contract by notifying the other party.

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Neither of the parties shall be deemed liable for the failure to comply with its contractual obligations when the fulfilment of those obligations is delayed or rendered impossible as the result of force majeure, as defined in Article 1105 of the Spanish Civil Code, with the other party being notified within a maximum of 48 hours.

The stipulated delivery times shall be extended by an equivalent period to the time lost due to force majeure. Should the case of force majeure continue after the delivery periods have been delayed on those grounds by over 90 days, JASO shall inform the Supplier as to whether the contract shall continue or be terminated.

17.- CONFIDENTIALITY

Any commercial, financial or technical information regarding JASO, its customers or its products of which the Supplier has knowledge as the result of fulfilling the Contract, including its very terms, shall be confidential information. The Supplier undertakes not to disclose that confidential information to third parties or to use it, directly or indirectly, for purposes other than those envisaged in the Order or Purchase Order.

The transmission of confidential information by the Supplier to its employees shall only occur when strictly necessary to accomplish the purposes of the Order; in any event, the Supplier shall guarantee the compliance by those employees of the confidentiality obligation obtained in the above paragraph.

At the end of the Contract, at the written request of JASO, the Supplier shall hand over all the documentation generated, and may not keep a full or partial copy of it.

This Clause shall continue in force for five years after the expiry or termination of the Contract.

However, under no circumstances shall the term of validity established for the contractual and post-contractual obligations be applicable for the intellectual and industrial property rights regulated below; the Supplier shall be required to respect indefinitely all those exclusive property rights of JASO.

18.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Supplier hereby guarantees that the supply does not infringe industrial or intellectual property rights of third parties; it undertakes to hold JASO and its customers harmless of any claim arising from that infringement, releasing them of any liability and defending any dispute at its own expense.

All technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyright, rights regarding designs, inventions, trade secrets, know-how, information that implies industrial and intellectual information, and any confidential information (including, but not limited to, any improvements of alterations and works arising therefrom) (hereinafter, the “**Industrial and Intellectual Property**”), whether they have been handed over by JASO to the Supplier in order for the latter to fulfil the agreed order, or they have been developed by the Supplier itself at the time of implementing the Purchase Order or Order, shall always be deemed to be confidential information and shall be the exclusive property of JASO.

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In this regard, the Supplier expressly acknowledges and accepts that it shall not use the Industrial and Intellectual Property or any other confidential information received and/or developed in order to implement the Order for, in general, any purpose different from the strict compliance of the Order. In particular, the Supplier expressly acknowledges and accepts that it shall not use the Industrial and Intellectual Property to supply goods and/or services to any third parties without the prior written authorisation of JASO, and that, should that circumstance occur, that unlawful use shall be conduct objectively contrary to the requirements of good commercial practice, undue advantage of outside effort, and a flagrant breach of business/industrial trade secrets, as established in Articles 11.1, 11.2 and 13 of the Unfair Competition Act; all of which shall be without prejudice to any other legal actions to which JASO may be entitled.

19.- TERMINATION OF THE ORDER

The contract shall be discharged on its expiry due or by its early termination. JASO shall be empowered to terminate the contractual relationship early in the following cases:

- Breach by the Supplier of the current legislation and, in particular, of the tax, social and employment obligations, relating to the workers used to fulfil the Order.
- Breach of these General Terms and Conditions or of the other documents that are part of the Order, with the unjustified delay in the fulfilment of the supply of the Product or Service of the Order considered as such breach.

- Cessation of the legal status or the sale or transfer of the company or its transformation into another legal entity.
- Assignment of the contract, in full or partly, without the prior express authorisation in writing of JASO.
- Occurrence of any legal situation that limits the full capacity of the other party to administer or dispose of its assets and which shall negatively affect compliance of the obligations envisaged both herein and in the Order (including, filing for voluntary or involuntary bankruptcy, insolvency, receivership or liquidation, seeking a court-ordered procedure, or any other insolvency process of those companies or, in the case of the general assignment of the assets of the debtor to its creditors).
- When mutually agreed by the Parties.

Furthermore, JASO may totally or partially cancel the Contract, without incurring any costs, by merely informing the Supplier in writing, in any of the following cases: (i) When, in the opinion of JASO, the delays in the manufacturing, assembly or implementation processes may affect the agreed lead times or the quality levels of the Order not be achieved; or (ii) when a "Change of Control" of the Supplier occurs. For the purposes of this section "Change of Control" means should any individual or group of people (acting, in this second case, concertedly) take control of the Supplier in such a way that, in the reasonable opinion of JASO, its interests may be adversely affected. For those purposes, the aforementioned taking control shall be deemed to have occurred when, after the direct or indirect acquisition of the shares of the Supplier, any of the requirements



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envisaged in Article 4 of the Securities Market Act 24/1988 occur to consider that the Supplier belongs to the same group as the acquirer or acquirers of its shares.

In the cases of early termination, JASO may claim the Products or Services with the sole proviso that the payment be made for the work effectively carried out up until that time, after which the Supplier shall deliver the goods immediately.

20.- SUSPENSION AND REDUCTION

By so notifying in writing, JASO may suspend, reduce the implementation or delay the delivery and payment of an uncompleted order. In that event, the Supplier shall follow instructions and immediately stop its work and ordering materials, without any right to compensation, except for those costs that it had incurred up to that date.

JASO shall not accept deliveries after notifying the suspension and shall only pay the price of the completed Orders and the cost of the work already started up to that time and justified in writing.

8.- NULLITY

Should any of the above GT&C Purchase be found to be null and void, that shall not extend to the other clauses when shall remain in force as if the null and void clause had been omitted. One or more of the clauses of an Order or Purchase Order being declared null and void shall not affect the others.

22.- PROTECTION OF PERSONAL DATA

Pursuant to the Services of the Information Society and Electronic Commerce Act 34/2002 of

11 July, and to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and insofar as it is not contrary to European Legislation, the Spanish Personal Data Protection and Guarantee of Digital Rights Act 3/2018, of 5 December, the Data Controller hereby informs you that the personal data provided may be collected and entered in the files of JASO EQUIPOS DE OBRAS Y CONSTRUCCIONES, S.L. as the data controller, in order to carry out the formalities inherent to the existing relationship and regulated herein.

By accepting this Contract, you consent to the processing of the data therein in order to be able to fulfil the obligations described both in these GT&C and in the other contracts and commercial relationship agreed between the Parties. The data provided shall be kept for as long as that relationship continues or during the time needed to comply with the applicable legal obligations. The data shall not be disclosed to third parties except in those cases when required by law. On the other hand, you are hereby informed that you may exercise, insofar as it is applicable, the rights to access, rectify or delete, limit its processing, object, for data portability and to object to automated individual decisions by phoning (+34) 943 187 000 or by email to jaso@jaso.com.

23.- LEGISLATION AND JURISDICTION

All the relationships between the parties regarding the supply envisaged in the Contract shall be governed and interpreted by Spanish law.

The Parties hereby agree that any disputes arising from the Products supplied or services rendered by the Supplier shall be submitted to the



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jurisdiction of the Courts and Tribunals of Donostia/San Sebastián, and waive any other to which they may be entitled.