



General Purchasing Terms and Conditions

The benefits of ICT with
a human touch



CONTENTS

1.	Definitions	3
2.	Applicability and Prevalence	3
3.	Orders	3
4.	Financial Terms	4
5.	Terms and Conditions of Delivery and Acceptance	4
6.	Warranties	6
7.	Suspension and Termination	6
8.	Subcontracting and Assignment	7
9.	Liability	7
10.	Force Majeure	7
11.	Legal Compliance	9
12.	Advertising	13
13.	Jurisdiction and Applicable Law	13

1. Definitions

1. Purchaser: ACUNTIA, S.A.U. (AXIANS ES).
2. Order: A formal document issued by the Purchaser to request products or services from the Supplier. Such document lays down the prices and the terms and conditions for the delivery of the goods or the provision of the services. In no event may a verbal agreement or an agreement concluded on the telephone be considered an Order.
3. Supplier: The entity that has been awarded the contract to supply goods or provide services to the Purchaser.

2. Applicability and Prevalence

These General Terms and Conditions apply to all purchases of goods and services done by the Purchaser from the moment the purchase is formalised by issuing an Order, and the Supplier is deemed to have accepted them in full. The Supplier shall be informed of these General Terms and Conditions, which are part of the said party's contractual documentation for all purposes, during the purchasing process.

These General Terms and Conditions may be supplemented by special conditions, in which case such special conditions shall be included in the Order. If there are any discrepancies between them, the special conditions shall prevail.

Any terms and conditions of sale of the Supplier that may be included in its offer, delivery note, invoice or any other document are rendered null and void by these General Terms and Conditions. These General Terms and Conditions shall therefore prevail for all purposes.

Any amendments to these General Terms and Conditions must be approved and accepted in writing by an authorised representative of the Purchaser.

3. Orders

Orders may only be valid if they are issued in the Purchaser's current formats and by a duly authorised representative. Orders issued verbally or by telephone, and changes or supplements to existing Orders, will only be accepted once they have been formally confirmed by the Purchaser. Orders can only be validly assigned to third parties by the Supplier with the Purchaser's prior written consent.

The Supplier must accept or reject the Order within seven (7) calendar days after receipt thereof. Otherwise, the Order shall be deemed tacitly accepted.

4. Financial Terms

1. Prices: The prices stated in the Order are fixed and not subject to review, and they shall include all current or future taxes, charges, levies, rates and duties of any kind, except for Value Added Tax or any other similar tax, which shall be stated separately or as a separate item.
2. Price Reviews: Price reviews will not be accepted unless they are envisaged in the Order itself, in which case the formula to be used for the review must be included in the Order.
3. Billing: The Supplier shall issue an invoice for each Order, stating the Order number to which it relates, the description of the good or service delivered or rendered, units, prices, discounts and other relevant information. The invoice issue date must be the date of the final delivery or provision of the Order.

Invoices shall be sent in digital format to the e-mail address ACUNTIA_ES@email.basware.com after registering on the Basware Portal: <https://portal.basware.com/join/akYlvKSK>

Invoices shall be sent in an electronically readable format. Any attachments to invoices must be in PDF format and start with the word “*adjunto*” or “*attachment*”. Any invoices that do not contain the Order number or otherwise fail to fulfil the above criteria shall be returned to the Supplier. Invoices that do not correspond to a specific Order made by the Purchaser will not be processed.

4. Payment term: The payment term shall be as provided in the Order. The assignment of collection rights to a third party by any method, including factoring, is expressly forbidden.
5. Bank guarantee: Any anticipated payment must be previously authorised by the Purchaser and be accompanied by a bank guarantee with the content provided by the Purchaser. Such bank guarantee may also be required by the Purchaser to secure the fulfilment of an Order.

5. Terms and Conditions of Delivery and Acceptance

1. Delivery terms: The delivery terms set forth in the Order are not subject to change, and deliveries must be made for the quantities, on the dates, and at the places set forth in the Order. The good or service shall be deemed to have been delivered when it is made available to the Purchaser, and it shall be deemed to have been accepted, and therefore subject to invoicing, after Purchaser acceptance.
2. Failure to meet delivery terms: The Supplier is required to comply with the delivery term set forth in the Order and, except in cases of force majeure, no excuses for failure to do so will be accepted. If the Supplier fails to comply with the delivery term, the Purchaser may choose to either cancel the Order or apply a penalty of 1% of the Order value for each week or fraction of delay, up to 10% of the total Order value.

The application of this penalty by the Purchaser will not affect to:

- i. the Purchaser's right to demand full performance of the Supplier's obligations; or
 - ii. the Purchaser's right to claim damages as a result of the delay (in cases of late performance); or
 - iii. the Purchaser's right to claim damages as a result of the definitive failure to perform.
3. Packaging: All products must be sent with suitable packaging to ensure that they arrive at their destination in good conditions. The Supplier shall be liable for any damage to the goods caused by inadequate packaging. No charges for packaging, spools, boxes, etc. may be applied unless they are expressly stated in the Order. Each package shipped must contain the Order number and destination, as well as any other references expressly mentioned in the Order.
4. Shipping costs and documents:
 - i. Shipping costs shall be borne by the Supplier unless otherwise specified in the Order (Incoterm DDP).
 - ii. Each shipment must include a delivery note stating its content, Order number and number of packages, but with no mention of its economic value under any circumstances. All transport documents (such as the bill of lading, the freight forwarder's delivery note, customs documents, etc.) must also be provided.
 - iii. Partial deliveries of Orders are by default not permitted, and the Supplier reserves the right to return the goods in such cases.
 - iv. When providing services, the Supplier shall provide a work order or certificate of acceptance/receipt validated by the Purchaser.

The above documents must be provided before the Supplier's invoice can be processed.
5. Transfer of ownership and risk: Ownership and risk will be transferred at the time of formal delivery of the good or service.
6. Acceptance and Audit/Inspection Right: The Purchaser reserves the right:
 - a. To carry out, either directly or through authorised representatives, any inspections regarding the performance of the Order, at the Purchaser's, Supplier's, subcontractors' or end customer's (if applicable) premises. The Supplier shall permit access as necessary to carry out this inspection and quality control activity (as described in the PC-SC02 internal purchasing procedure provided to the Supplier at the beginning of the contractual relationship) and shall always collaborate with the Purchaser. Such inspection does not release the Supplier from its liability to supply the goods or provision of the services.
 - b. To reject the goods or services if are not compliant with the Order requirements. In such case, the Supplier shall be notified to remedy the defects, and a resolution deadline

provided. The Purchaser shall be exempt from any payment obligation until the Order has been formally accepted.

- c. To audit the Supplier regarding its compliance with the information security, data protection, confidentiality and intellectual/industrial property requirements and any other legal requirements that may also apply.
- d. To carry out any inspection pursuant to an Official Quality Assurance (OQA) process in accordance with the PECAL 2110 standard, because all the requirements established in the Order can be subject to AOC. In such case, the Supplier shall be notified of any OQA activities to be carried out.

6. Warranties

The Supplier warrants to the Purchaser that the goods or services provided under the Order are original, proprietary, fit for the intended purpose and free from any defects. The Supplier shall rectify, as soon as possible and at no additional cost to the Purchaser, any faults or defects including those that may arise or become evident within the warranty period.

The warranty period shall be stipulated in the Order. In the absence of a specific provision, the warranty period shall be twenty-four (24) months from delivery or completion of the service, unless other period is stipulated by any applicable legislation.

The Supplier must provide information about the repair process to be followed by the Purchaser, whether under warranty or otherwise, including the Service Level Agreement provided.

If the Supplier fails to repair under the SLA committed, the Purchaser may, either directly or through a third party, carry out the repair, and the cost incurred shall be borne by the Supplier.

7. Suspension and Termination

The Purchaser reserves the right to suspend the performance of the Order at any time. In such case, it will pay the amounts due for the work carried out till the suspension date.

The Purchaser is entitled to cancel or terminate any Order, by giving prior written notice, in the following cases:

- a. If the deadline offered to rectify the faults or defects provided the Purchaser, has elapsed without such rectification having been carried out.
- b. Breach of the contractual obligations set forth in these General Terms and Conditions, the Orders or any other documents that may have formalised between the parties.
- c. If the Supplier is subject of insolvency proceedings, any creditors' arrangement of any kind, liquidation, assignment for the benefit of creditors or claims processes and/or proceedings.

- d. Failure to meet delivery terms.
- e. Breach of obligations under the legal compliance clause.
- f. Use of copied or counterfeit material, which shall constitute grounds for automatic termination of the Order.

In the event of early termination of any Order, the Purchaser shall pay the amount due for the products delivered and services performed until the termination date, minus any deductions applicable, including compensation for damages. The Supplier shall refund any anticipated payments made and shall not be entitled to any other amounts by way of compensation.

8. Subcontracting and Assignment

Subcontracting or assignment of the Supplier performance is only permitted with the Purchaser's prior express authorisation. If such authorisation is provided, the obligations stipulated in these General Terms and Conditions, particularly those under the legal compliance clause, must be transferred to the subcontractor.

9. Liability

The Supplier shall be liable for all damages caused to the Purchaser directly or indirectly as a result of breach of its obligations including, among others, those relating to delivery delays, non-conformity with the requirements set forth in the Order or breach of the warranty terms.

The Supplier must compensate the Purchaser and its employees or customers for any direct or indirect damage arising from the installation and use of the goods and services purchased, unless their contrary usage to the Supplier's instructions and indications.

Such liability includes liability for damage caused by acts, omissions, faults, breach of express or implied warranty in relation to the obligations arising from the performance of the Order, or any other caused by the Supplier (or by any person acting on its behalf or under its instructions).

10. Force Majeure

"Force majeure" shall have the meaning provided in the applicable legislation, and it is defined as an exceptional circumstance that fulfils the following conditions:

- a. It is beyond the control of the affected party.
- b. it could not have been foreseen by the party prior to entering into the contractual relationship, regardless of the precautionary measures taken.

- c. It has occurred after the conclusion of the contractual relationship, without the affected party having the opportunity to avoid it.
- d. It is not directly attributable to the other party.
- e. It temporarily or permanently prevents the affected party from performing its contractual obligations.

For example, and without limitation, the following shall be considered force majeure events:

- a. Natural disasters, such as earthquakes, hurricanes, typhoons, or erupting volcanoes.
- b. Pandemics, internationally significant public health emergencies, acts of terrorism, revolutions, insurrections, coups d'état, rioting, strikes, ionising radiation or radioactive contamination, unless they are attributable to the Supplier's use of ammunition, explosives, radiation, or radioactivity.

Notwithstanding the foregoing, the above cases expressly exclude any cases or circumstances resulting from Covid-19 or new outbreaks thereof that were foreseeable at the time of entering into the contractual relationship, which may not affect the progress or performance of the Order because both parties have been aware of the existence of this pandemic since December 2019.

Save in the cases expressly agreed between them, the parties shall not be liable for non-fulfilment or defective or late fulfilment of their obligations under these terms and conditions in the event of force majeure.

Consequences of Events of Force Majeure:

- a. If a party is unable to fulfil its contractual obligations due to an event of force majeure, it must inform the other party of the circumstances constituting the event of force majeure and the specific obligations that it is prevented from fulfilling as a result thereof.
- b. The notification shall include information that is relevant in warranting the termination or suspension of the Order. The notification shall be given as soon as possible after the party becomes aware, or should have become aware, of the event of force majeure.
- c. Once it has given the notification, the party shall be released from its obligations for as long as it is prevented from performing by the event of force majeure. The time provided for performing its contractual obligations shall be extended by an amount of time equal to the duration of the event of force majeure that prevented it from fulfilling the Order or for as long as may be necessary to enable it to fulfil the Order in view of all the circumstances.
- d. Each party shall use its best endeavours to minimise damage and delays in the fulfilment of the Order as a result of an event of force majeure. The affected party must inform the other when it is no longer affected by an event of force majeure.

11. Legal Compliance

1. Occupational Health and Safety Risk Prevention:

The Supplier undertakes to comply with the current applicable legislation on Occupational Health and Safety Risk Prevention. In addition, it must comply with the Purchaser's or its customer's internal safety regulations if works are performed on its premises, as well as obligations relating to training, so works can be done safely.

The Purchaser reserves the right to withhold payments if the Supplier fails to provide documentary evidence of compliance with its Occupational Health and Safety Risk Prevention obligations.

2. Environment:

The Supplier is responsible for complying with all the applicable laws and regulations regarding their activities, with the applicable industry standards and with the environmental legislation. In relation to environmental compliance, Supplier must comply with the undertakings provided at the beginning of the contractual relationship.

Also in this area, the Supplier is responsible for complying with the RoHS (2011/65/EU) and WEEE (2012/19/EU) EU Directives and any regulations that may amend them, on the assumption that the goods supplied fall within the scope of these regulations.

The Supplier shall also ensure compliance with the REACH regulation (Regulation (EC) No. 1907/2006) if applicable.

3. Information Security:

The Supplier must comply with the obligations, and fulfil the requirements, set forth in the Purchaser's security policy and in any other documents or agreements that may be entered into by the parties in connection with any Order, taking account the state of technology, the nature of the Purchaser's information and the risks involved, whether they are from human action or from the physical or natural environment, at all times in accordance with international standards and good market practices.

The Supplier undertakes to comply with the national, EU or international laws and regulations that may apply to the processing of the Purchaser's information (including Information Systems used and/or the technical mechanisms and processes deployed). Such processing will be based on the international standards and/or good market practices.

The Supplier must comply with any other requirements that may be introduced by new laws and regulations or by amendments to any existing national, EU or international laws and regulations applicable to the contractual relationship.

The Supplier must notify the Purchaser as soon as possible if it fails to comply with the applicable laws and regulations.

The Supplier must have in place information security policies to ensure the protection of the Purchaser's Information. The Purchaser, the Supplier's employees and any third parties involved in the fulfilment of the Order must be informed of these policies.

The Supplier must review the information security policies on a regular basis, and in any event following any changes to laws and regulations, security incidents or significant events of any kind, in order to ensure that they are still suitable, adequate and effective.

The Supplier shall provide its employees with the necessary training and education in the field of information security (including, as example but without limitation, specific training sessions or the provision of accessible materials or guides on information security).

The Purchaser may require evidence that Supplier complies with its obligations in information security. The Supplier will inform the Purchaser if it has adhered to an approved code of conduct or implement any certification mechanism that can guarantee compliance with its obligations in the processing of the Purchaser's Information. If the Supplier has undertaken to comply with a code of conduct or certification mechanism, the Purchaser may require providing documentary evidence.

The Supplier must collaborate with the Purchaser in its efforts to comply with its internal and external audit obligations.

Furthermore, if so requested by the Purchaser, the Supplier shall allow audits and inspections relating to the processing of the Purchaser's information to be carried out by the Purchaser to verify that the Supplier is in compliance with its obligations hereunder.

The Supplier must inform the Purchaser of any security incidents with an actual or potential negative impact on the integrity, availability, confidentiality or authenticity of the services offered to the Purchaser, including infrastructure, services, its users or its reputation.

The Supplier must immediately, and in any event within the terms stipulated in the laws and regulations applicable in each case (the NIS Directive, the GDPR, the PCI DSS, the Spanish Law on the Protection of Critical Standards (LPIC)), inform the Purchaser of any security breaches affecting the Purchaser's information.

The Supplier must gather and provide, within the stipulated terms, all information that may be requested by the Purchaser, identifying a single contact person who will be responsible for formal communications in relation to the management and reporting of security incidents.

The Supplier must have in place a procedure for handling and reporting security incidents affecting the Order and/or the Purchaser's Information. The procedure shall include an incident log recording: the type of incident, the time of its occurrence (or of its detection where

appropriate), the person reporting it, the person to whom it was reported, its consequences and the corrective action taken.

The Supplier may not include any references to the Purchaser in its incident-related communications without first informing and obtaining its consent.

Compliance with the security and protection requirements and obligations relating to the Purchaser's information may not result in any additional costs for the Purchaser.

4. Confidentiality and Data Protection:

All information furnished by the Purchaser to the Supplier must be used for the sole purpose of fulfilling the Order. The reproduction, distribution and disclosure of such information in any way is expressly prohibited, and the Supplier undertakes to either return all the information to the Purchaser or destroy it and certify that it has been destroyed, once the Order has been fulfilled and, in any event, immediately on the Purchaser's request.

The Supplier undertakes to maintain the strictest confidentiality in relation to all information obtained from the Purchaser, whether orally or in writing. Unless otherwise expressly indicated, any information relating to the Purchaser's infrastructure, organisation, plans and strategies, products or services, costs or operations that may be obtained by the Supplier pursuant to the contractual relationship, shall in principle be considered confidential information.

The Supplier undertakes to refrain from retaining any copies of the confidential information, once the contractual relationship has come to an end.

The Supplier shall inform its staff about (and issue the necessary warnings in relation to) the confidentiality obligations established hereof in order to ensure its compliance and shall accept any liability that may arise in the event of breach.

The stipulated confidentiality obligations shall be valid for an indefinite time and shall remain in force after the contractual relationship has come to an end.

The Supplier will conclude with its employees a confidentiality and information security agreement that includes the confidentiality requirements set forth in this section.

The Supplier will comply with the Spanish Organic Law on Data Protection and the Guarantee of Digital Rights (*Ley de Protección de Datos Personales y Garantía de los Derechos Digitales*) and with the requirements on information security relating to possible access to information of the Purchaser or its customers that may be provided by the Purchaser.

5. Ethics:

The Supplier will comply with the Ethics and Anti-Corruption Code of Conduct and the VINCI Guide to Human Rights. These are published on the VINCI Energies website: <https://www.vinci-energies.es/en/our-commitments/ethics/>

If you become aware of any unethical or unlawful conduct by a member of the Purchaser's staff, you may report it at: <https://www.axians.es/en/internal-information-system/>

6. Intellectual and Industrial Property:

The Supplier warrants to the Purchaser, and shall provide documentary proof on request, that it has a legitimate right to use the trademarks, patent registrations, copyrights, design rights, licences, authorisations and other industrial and intellectual property rights that may be necessary for the fulfilment of the Order.

The Supplier is therefore responsible for obtaining the concessions, permits and authorisations required by the holders of such patents, models and trademarks, as well as the intellectual property rights, that may be required for the fulfilment of the Order, and it undertakes to pay the applicable fees.

Any documents and/or information of the Purchaser (including its industrial and intellectual property rights) or its customers furnished to the Supplier shall remain the property of the Purchaser and may not be copied or transferred to any third parties without the Purchaser's written consent. It must also remain secret and may not be used by any unauthorised persons. The Supplier shall retain it and carefully safeguard it, stating that it belongs to the Purchaser, and may only use it to supply the goods and perform the services of the Order. The Supplier shall return the information or documents to the Purchaser immediately after completing the supply or service unless the Purchaser expressly asks to destroy them.

The Supplier is responsible for ensuring that the delivery of goods, installation or provision of services does not infringe any third-party industrial property rights, including during its use.

7. Criminal Compliance and Prevention

The Supplier undertakes to maintain, throughout the term of the Agreement, an adequate system of organization and management for the prevention of criminal offenses, in accordance with the provisions of Article 31 bis of the Spanish Criminal Code, or any equivalent applicable regulation, and aligned with recognized compliance standards.

Such system shall include appropriate supervision, monitoring, and control measures aimed at preventing or significantly reducing the risk of criminal offenses being committed by its directors, officers, employees, or persons under its authority.

Failure to comply with the obligation set out in the preceding paragraph shall entitle Axians to terminate the Agreement, in accordance with the procedure established for such purpose in this Agreement.

8. Supplier Evaluation:

The Purchaser shall conduct an annual evaluation of selected suppliers based on criteria including the quality and pricing of orders, adherence to delivery terms, and compliance with other relevant requirements related to the products and/or services provided. The Supplier acknowledges that, depending on the outcome of this evaluation, they may be designated as a Preferred Supplier, or it may be determined that certain aspects of their performance require improvement, or that they do not meet the minimum standards required.

12. Advertising

The Supplier may only provide references related with the Order in publications or for advertising purposes, with the Purchaser's prior written authorisation.

13. Jurisdiction and Applicable Law

The parties expressly agree to submit any dispute that may arise in connection with the interpretation of these general purchasing terms and conditions to the courts of the Purchaser's registered address (city of Madrid), expressly waiving any other jurisdiction or domicile to which they might otherwise be entitled.

The applicable law is the Spanish law.