



## GENERAL TERMS AND CONDITIONS OF SALE, SIPORT XXI S.L. Provision of services

(studies, projects, analyses, courses, training and field measurements)

### 1. Definitions

1.1 Siport21: Abbreviation of SIPORT XXI S.L.

1.2 Services: those offered by Siport21 and published on its website: <http://es.siport21.com/>, which include: studies, projects, analyses, courses, training and field measurements.

1.3 Client: the person or entity that purchases or acquires the services provided or performed by Siport21.

### 2. Purpose

2.1 These General Terms and Conditions of Sale shall govern the services provided and/or performed by Siport21, except in everything that is expressly convened otherwise in the offer or in the contract signed between Siport21 and the client, which shall be understood to be Special Terms and Conditions of Sale, and shall take precedence over these General Terms and Conditions.

2.2 Any terms and conditions not agreed upon and accepted in advance and expressly by Siport21 shall take no effect.

### 3. Information on the General Terms and Conditions of Sale

3.1 These General Terms and Conditions shall be deemed to have been communicated to the client from the time at which Siport21 expressly informs of their existence and location, either in the offer or contract itself, or by referring to the website <http://en.siport21.com/>. By the same token, they shall be considered to have been communicated if the client was previously informed of their existence and location during the course of its business relationship with Siport21.

3.2 These General Terms and Conditions shall be deemed to have been accepted by the client when the latter accepts or signs the offer or contract, with all of their effects coming into force from this moment on.

### 4. Scope of the services

4.1 The scope of the services to be provided by Siport21 shall be that specified in the offer or contract signed for this purpose. Any other service not explicitly included in the offer or in the contract and which may be directly or indirectly necessary for the execution of the purpose of the contract, shall be at the expense and liability of the client.

4.2 Siport21 shall notify the client of any modifications and/or variations in the scope, delivery periods and other terms of the offer or contract which may be caused by changes in legislation, regulations and applicable norms, occurring after the presentation date of the offer or contract in question; if these circumstances lead to the imposing of additional or more onerous obligations for Siport21, the latter shall be entitled to make a fair adjustment of the terms of the contract which reflects in full the consequences of said change in regulations.

### 5. Preparatory work

5.1 The client must, in an appropriate, timely manner and at its own expense and liability, carry out any preparatory work needed to enable Siport21 to perform the services under the terms and within the deadlines agreed upon. This work may be the discussion and approval of the initial bases. Likewise, the client must deliver to Siport21 any documentation necessary and adequate planning of the work it is responsible for, so that Siport21 can properly perform the services hired.

### 6. Permits and authorizations

6.1 The client must, at its own expense and liability, obtain any permits and authorizations necessary for the performance of the services by Siport21 in accordance with applicable regulations, unless otherwise agreed, expressly and in

writing, which circumstance will be reflected in the contract or offer.

### 7. Deadline for execution of the services

7.1 The contract or offer shall clearly specify the deadline for execution of the services.

7.2 The deadline for execution of the services shall be modified when:

a) The client requires modifications to the contract which, upon acceptance by Siport21, call for an extension of the deadline already established for execution of the services.

b) The client has not carried out the preparatory work, or has not obtained the permits or authorizations necessary for Siport21 to provide its services, in compliance with the provisions of sections 5 and 6 of this document.

c) The client has breached any of the contractual obligations, in particular the calendar for payments set out in the offer or in the contract

d) Circumstances arise which prevent or delay execution of the services scheduled for reasons not directly attributable to Siport21. These may include, by way of examples and not exclusively, the following circumstances: strikes by suppliers, of transport and services; failures in the supplies of third parties, in transport systems and in services; personnel halts by sub-contractors or associates of Siport21, accidental halts in their respective installations, sabotage, blockades; fires, floods, storms; riots; and other reasons of force majeure set forth in current legislation.

e) The client has unilaterally suspended the services which are the purpose of the contract.

f) A change is made in the legislation which affects the work to be performed by Siport21.

In the above cases, postponements of the deadline for the services shall not modify the payment schedule. In the event that the payments are associated to the performance of certain actions, the execution of said actions shall be taken as a reference for execution of the payments in question.

7.3 In the event of a delay in the execution of the services contracted that can be directly attributed to Siport21, the client may request reparation of the damages caused, with the liability limits envisaged in section 20, and expressly accepts that this is the only compensation to which it shall be entitled.

### 8. Prices

8.1 The prices of the services performed or executed by Siport21 will be specifically set out in detail in the offer or contract, which shall also express the currency of payment.

8.2 The prices are per unit and do not include VAT or any tax or duty, unless expressly agreed upon, in which case they will be passed on later in the invoice at the rates in force at the time said invoice is issued.

However, in the event that Siport21's offer or contract is based on an estimate of a number of hours for performance of the activities which comprise the services, these hours shall also be indicative in nature, and those actually executed will be invoiced.

8.3 After the offer is accepted or the corresponding contract is signed, the prices of the services shall be considered fixed and not subject to review. However, a review of the prices shall be contemplated when:

- There is a specific pact between the parties.

- The deadline for execution of the services has been pushed back by a period of more than [30] workdays for reasons directly or indirectly attributable to the client.
- The scope of the services has been modified at the request of the client.
- A change is made to the standards, regulations or applicable legislation which affects the work to be carried out by Siport21, in accordance with the provisions of section 4.2.
- The customer has unilaterally suspended the execution of the services that are the purpose of the contract.

**9. Terms and conditions of payment**

9.1 Unless otherwise agreed upon, the price of the services shall be invoiced upon completion of the work and in accordance with the payment method laid down in the offer or contract. Payments shall be made in accordance with the provisions of Law 15/2010, of 5th July, amending Law 3/2004, of 29th December, which sets out measures to combat late payment in commercial transactions, without exceeding the maximum periods established in said law, under any circumstances. If execution of the services is delayed for reasons beyond the control of Siport21, the terms and conditions and payment periods of the contract shall be maintained. In the absence of any other signed pact in the offer or contract, the maximum payment period shall be [30] calendar days from the date of issue of the invoice by Siport21.

9.2 In the event of delay in payments by the client, the latter must pay Siport21 default interest on the delayed payment, without the need for any demand and as from the due date of the payment. The default interest rate shall be the official rate of the Bank of Spain for commercial transactions at the time of the invoice if the period for payment set forth in the offer, contract or invoice is exceeded.

9.3 Payment of these interests shall not release the client from the obligation to make the remaining payments in the conditions agreed upon.

9.4 Moreover, in the event that the client should incur in delays on the agreed payments, Siport21 may provisionally suspend the execution of the services agreed upon, without detriment to the possibility of demanding the late payments from the client and, if applicable, of claiming additional compensation from the client for any damages which may arise from the suspension of the execution of the services.

9.5 The submission of a complaint by the client regarding the work carried out does not entitle the client to suspend or make any deduction from the payments committed to, unless expressly agreed otherwise.

**10. Working day. Work environment**

10.1 The working days of the employees of Siport21 or its sub-contractors or associates, in terms of duration, overtime, breaks, rest periods and others, shall be adapted to current labor legislation and the collective agreements for their sector. If, for reasons beyond the control of Siport21, a shorter day is worked than that legally established and this point has not been taken under consideration in the offer, the full working day established by law shall be invoiced.

10.2 In the event of the provision of services in the client's installations, the latter must provide the most suitable work environment possible for execution of the services by Siport21, its employees and its sub-contractors or associates, which we understand to include, amongst others: lighting, heating, safety, surveillance, etc.

**11. Early cancellation**

11.1 Either party may seek cancellation of the contract early, in written form, in the event of substantial breach by the other party. This communication shall be delivered to the domicile shown on the offer or contract signed by the parties.

11.2 No breach shall be considered substantial unless the party in default, when previously notified in writing, has not remedied the breach within the 30 days following the notification.

Without detriment to the above, the existence of the following circumstances shall constitute cause for cancellation without any need for the prior written notification described in the previous section:

- The dissolution and/or liquidation of either of the parties, except in the case of merger or division.
- The ceasing of the activity of either party.

- The persistence of a circumstance of force majeure/suspension for more than [3] months.

Any other cause for cancellation expressly indicated in another of these General Terms and Conditions of Sale or in the offer or contract signed by Siport21 and the client.

11.3 In the event of cancellation for reasons attributable to Siport21, the client shall be entitled to receive compensation for the damages it suffers as a consequence of the breach, with the limits established in section 21 of these General Terms and Conditions.

11.4 In the event of cancellation for reasons attributable to the client, Siport21 shall be entitled to receive:

- The amount corresponding to the value of the services already provided in accordance with the prices established in the offer or in the contract.

- The amount of cancellation of the services hired by Siport21 from its suppliers and/or sub-contractors, when said cancellation is possible.

- Compensation for other damages it may suffer as a consequence of default by the client.

11.5 In the event of cancellation due to force majeure, Siport21 shall be entitled to receive:

- The amount corresponding to the value of the services already provided in accordance with the prices established in the offer or in the contract.

- The amount of cancellation of the services hired by Siport21 from its suppliers and/or sub-contractors, when said cancellation is possible.

**12. Temporary or permanent suspensions**

12.1 If, due to reasons beyond the control of Siport21, an incident or situation were to arise which forces performance of the services to be suspended, the client must pay economic compensation to Siport21 for any damages this unscheduled suspension may have caused, and in particular for lost work hours, staff commutes, subsistence allowances, immobilization of equipment and tools, etc.; in addition, it must pay for the services already performed at the time of the suspension.

12.2 Siport21 shall be entitled to an extension in the deadlines for execution of the services equal to the duration of the suspension, with a reasonable period of prior warning for resumption of the same.

12.3 If, for reasons beyond the control of Siport21, the suspension were to last for a period of more than [3] months, Siport21 shall be entitled to request the definitive cancellation of the contract with the same effects as those established in the following paragraph.

12.4 In the event that the suspension for reasons beyond the control of Siport21 continues, if the client decides to cancel the hiring, it must pay economic compensation to Siport21 for any costs and expenses generated and for the entirety of the damages caused by this cancellation.

**13. Force majeure**

13.1 In the event that Siport21 is totally or partially prevented from fulfilling its contractual obligations for reasons of force majeure, the fulfillment of the affected obligations(s) will be suspended without any liability whatsoever, for a reasonable period of time depending on the circumstances.

13.2 By force majeure, we understand any cause or circumstance beyond the reasonable control of Siport21, including, by way of examples, labor conflicts, strikes; failures in the supplies of third parties, in transport systems and in services; personnel halts by sub-contractors, accidental halts in their respective installations, sabotage, blockades; natural disasters, fires, floods, storms; riots; actions, omissions or interventions of any kind by the Government or Agency or Body of the same, and other reasons of force majeure set forth in current legislation which directly or indirectly affect the activities of Siport21.

13.3 When a reason of force majeure occurs, Siport21 will inform the client as quickly as possible, expressing said reason

and the foreseeable duration thereof. It shall also communicate the end of the reason, specifying the time in which it will fulfil the obligation(s) suspended due to the same. The occurrence of an event of force majeure will enable Siport21 to reasonably extend the period of execution of the services.

13.4 If the reason of force majeure has a duration of more than [3] months, the parties shall hold talks to try and find a solution that is fair and appropriate for the circumstances, taking the circumstances of Siport21 into account. If such a solution cannot be found within the following [30] days, either party may consider the contract cancelled. In any case, the limit of liability of Siport21 shall be that envisaged in section 21 of these General Terms and Conditions.

#### 14. Cancellation of the service

14.1 Cancellation of the service by the client

- For studies, projects, analyses and measurements

In the event that the client is interested in cancelling the service contracted, it must communicate this expressly to Siport21 as soon as possible after the date of acceptance of the offer or signing of the contract. This communication must be made to the e-mail account siport21@siport21.com. If said communication is made within the [15] workdays following the date of acceptance of the offer or signing of the contract, the amount paid will be refunded in full. If the communication is made in the [30] workdays following the date of acceptance of the offer or signing of the contract, [50] % of the amount paid will be refunded. If the communication is made more than [45] workdays after the date of acceptance or signing of the contract, no refund will be made.

- For courses and training

In the event that the client is interested in cancelling the course or training contracted, it must communicate this expressly to Siport21 as soon as possible after the date of acceptance of the offer or signing of the contract. This communication must be made to the e-mail account siport21@siport21.com. If the communication is made in the [45] workdays prior to the provision of the service, the amount paid will be refunded in full. If the communication is made in the [30] workdays prior to the provision of the service, [50] % of the amount paid will be refunded. If the communication is made in a period of less than [15] workdays prior to the date of provision of the service, no refund will be made.

#### 15. Transfer

15.1 The client may not transfer the rights and obligations arising from the contract concluded to third parties, except with the express consent of Siport21. Breach of this obligation by the client will entitle Siport21 to terminate the contract by force of law, with no right to compensation for the client.

#### 16. Sub-contracting

16.1 Siport21 may totally or partially outsource the work included in the services contracted. In the event of this, the client shall be duly informed of any sub-contracting. Siport21 shall, however, maintain full responsibility for the quality and deadline for execution of the work.

#### 17. Risk prevention

17.1 In the event that the work contracted is performed in the client's installations, the latter will be exclusively responsible for adopting any necessary measures for the protection of health and safety at work, and as such will therefore be responsible for:

- Informing of hazards inherent in the workplace.

- Any measures which must be applied when an emergency situation takes place.

- Coordination between the different contractors and sub-contractors which may take part in a given project, as the case may be.

- The duties of consultation, participation and training of workers.

- In general, any other obligations in the field of health and safety at work resulting from application of Law 31/1995, on the Prevention of Occupational Risks, with regard to both its own workers and those of sub-contractors.

In addition to the above, the relevant prevention regulations for the services provided or those of the procedures established by either of the parties, if of a higher level, must be applied.

17.2 In the event of provision of services at the domicile of the client, Siport21 is enabled to paralyze the execution of the services in accordance with article 21 of Law 31/1995 if it deems that the safety of the personnel is not guaranteed, and shall have an extension of a reasonable length of time at its disposal when any delay occurs regarding the obligations and responsibilities set out in this clause and those contemplated in the aforementioned Law 31/1995 on the Prevention of Occupational Risks.

#### 18. Acceptance and reception

18.1 Within a period of no more than [15] calendar days after the completion of the work contracted, the client must inspect the same in order to detect any possible defects and/or faults in the work which may be attributable to Siport21. In the event of detection of such defects and/or faults, the client must communicate this to Siport21 in writing as quickly as possible.

18.2 When [30] calendar days have passed after completion of the work without Siport21 having received a written communication from the client regarding the existence of possible defects and/or faults, the services executed shall be deemed to have been accepted and received by the client, and the latter to have fully approved them.

18.3 If the parties have expressly agreed that tests are to be carried out on the work performed, said tests must be carried out on the dates agreed upon by the parties. The client shall provide the human and material resources necessary to carry out such tests. If, for reasons beyond the control of Siport21, these tests are not carried out on the dates and under the conditions set out, the services executed shall be deemed to have been accepted and received by the client.

#### 19. Confidentiality of the information and protection of personal data

19.1 Both parties must treat all documents, data, materials and information provided by one of them to the other confidentially, and not disclose them to any third parties or use them for any purpose other than the fulfillment and development of the contract, unless prior written consent is given by the other party.

19.2 The parties undertake to respect all of the obligations which may correspond to them in the area of data protection, in compliance with the applicable regulations in force during the provision or execution of the services.

19.3 Siport21 shall sign a data processing controller contract with the client when the data are of a personal nature.

19.4 Siport21 shall process any personal data it may become aware of during provision of the services as processing controller, as laid down in 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, repealing Directive 95/46/EC (hereinafter the GDPR) and Organic Law 3/2018, of 5th December on the Protection of Personal Data and the Guarantee of Digital Rights, and undertakes to use said data for fulfilment of the purpose of the contract, and may not, therefore, fully or partially transfer them to third parties, disclose or publish them directly or through third parties or companies, or make them available to third parties without the prior consent of the client, who will be responsible for them.

19.5 Basic information on the protection of personal data:

BASIC INFORMATION ON DATA PROTECTION	
Controller	SIPORT XXI S.L.
Purpose	Your personal data will be processed for the purpose of: <ul style="list-style-type: none"> <li>• Provision of services contracted.</li> <li>• Management of said contracting.</li> <li>• Sending of business communications, including by electronic means, to inform you of the different services provided by Siport21.</li> </ul>
Legitimation	Execution of the contract or provision of the service contracted.
Recipients	The personal data will not be transferred to third parties except in the case of legal obligation or express indication.
Exercise of rights	The legally-established rights (access, rectification, deletion, etc....) may be exercised as indicated in the additional information.
Additional information	You can consult the additional information and the privacy policy by clicking on this link: <a href="http://en.siport21.com/home/politica-de-privacidad/">http://en.siport21.com/home/politica-de-privacidad/</a>

**20. Correction of errors for reasons attributable to Siport21**

20.1 In the event that the client detects any defects in the work carried out for reasons attributable to Siport21 within the period set forth in section 18.1 of these General Terms and Conditions, Siport21 undertakes to carry out any modifications, corrections or remedies it may be appropriate to make on the work delivered without any additional cost to the client.

20.2 After the end of the period established in section 18.2 of these General Terms and Conditions, Siport21 shall not be liable for said modifications, unless expressly agreed otherwise.

20.3 The repairs, rectifications, corrections and remedies performed within the guarantee period may be executed directly by Siport21 or by one of its sub-contractors, with Siport21 maintaining the responsibility for the correct execution of the work in all cases.

**21. Limitation of liability of Siport21**

21.1 The liability of Siport21, its associates, employees, sub-contractors and suppliers for complaints arising from the fulfillment or failure to fulfill its contractual obligations, shall not, as a whole, exceed the price of the contract.

21.2 Under no circumstances shall the liability of Siport21 include damages arising from loss of profit, loss of income, production or use, capital costs, costs of inactivity, delays or complaints from the client's customers, costs of replacement energy, loss of foreseeable savings, increase in operating costs or any special, indirect or consequential damages or losses of any type.

**22. Intellectual and industrial property**

22.1 Unless agreed otherwise, the intellectual and/or industrial property rights of the work, in all respects, and the information attached to the same, as well as the technical documentation, engineering information, procedures, plans, drawings etc. included in or relating to the provision of the services, belong to Siport21 or its suppliers, and their use by the client for purposes other than those of the contract are expressly forbidden, as is the copying thereof in full or in part, or transfer of use thereof to third parties, without the prior written consent of Siport21.

22.2 The client may not use the logo or image of Siport21 or its business name, or identify itself as a partner of Siport21, unless express written authorization to do so is issued.

**23. Applicable law. Submission to jurisdiction and competence**

23.1 These General Terms and Conditions of Sale shall be governed and interpreted in accordance with the provisions of Spanish private law.

23.2 However, in the event that the services are provided in a foreign country, any issued not expressly or implicitly envisaged in the offer/contract or in these General Terms and Conditions of Sale shall be governed, firstly, by the principles of law generally recognized in the international sphere applicable to the provision of the services, secondly, by the business customs of the place in which the services are to be provided and thirdly, by the UNIDROIT principles of international commercial contracts, with the exclusion of the legal regulations that prevail in the country where the client is established, which shall be applicable in all cases.

23.3 For the resolution of any dispute relating to the existence, validity, interpretation, execution or termination of the contractual relationship between Siport21 and the client, the parties expressly undertake to submit to the Mediation Center of the Official Chamber of Commerce, Industry and Services of Madrid, in accordance with its regulations and through the appointment of a mediator.

23.4 Failing resolution of the conflicts under said regulations within the 60 days after the center has accepted the request for mediation, or upon expiration of any other period which may have been expressly stipulated by the parties, said conflicts shall be definitively settled by means of administrative arbitration by the Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid, in compliance with the regulations in force on the date of presentation of the request for arbitration. The arbitration tribunal appointed for this purpose will be comprised of an arbitrator and the arbitration language will be Spanish. The site of the arbitration will be Madrid, Spain.

Note: This is a translation of the original Spanish text of the Standars Terms and Conditions of Sale. In the event of an inconsistency between the translation and the original, the Spanish text will prevail.