

General Conditions Service Offers (GCSO)

1. Object of the contract

- 1.1. The purpose of this specification is to regulate the general contracting conditions regarding the services provided by DEKRA.
- 1.2. Any other general contracting conditions of the CLIENT will not be applicable and are expressly excluded by these. Even those contracting conditions of the CLIENT that have not been expressly rejected by DEKRA, will not form a valid part of the contract.

2. Duration of the contract

- 2.1. The contract will enter into force on the date established in DEKRA's offer and will remain valid for the period provided therein.
- 2.2. If the contract provides for the extension of the validity of the contract, the duration of the contract will be extended for the period established therein, unless the contract is terminated by written notification from one of the parties to the other with an advance of at least thirty (30) days from the expiration date of the agreed contractual term.

3. Offer and Scope of services

- 3.1. Until the final closing of the contract by signing it, or until express acceptance, DEKRA offers are conditional and non-binding (especially with regard to scope, execution and deadlines). The period of validity of the offer and the prices contained therein are valid for 6 months.
- 3.2. Unless otherwise agreed, DEKRA offers may be subject to review, in the event of variations in legal, regulatory or process requirements.
- 3.3. The scope of the services will be defined by a unanimous and joint declaration of both parties.
- 3.4. The services will be carried out following the generally recognized technical rules and complying with the regulations in force at the time of order confirmation.
- 3.5. With the execution of the services, DEKRA do not assume any guarantee regarding the adequate functioning and correctness (appropriate quality) of the parts or components inspected, tested or analyzed, nor of the installation considered as a whole, the procedures, organization, use and application of those are in accordance with the regulations, or the correctness of the systems on which the installation is based. In particular, no responsibility will be assumed with regard to the construction, selection of materials and assembly of the facilities examined, unless this has been expressly stipulated in the contract.
- 3.6. In the case of inspection work, DEKRA will not assume any responsibility for the accuracy of the programs or of the regulations, standards or technical rules on which the inspections and opinions should be based, except when otherwise expressly agreed in writing.

4. Term of execution of the services

- 4.1. The terms and deadlines will be binding when DEKRA expressly confirms in writing its character as "binding".
- 4.2. If any term has been expressly established as "binding" for the provision of services, said term may not begin to run until the CLIENT has provided DEKRA with all the information and documentation required. The foregoing will apply even without the express approval of the CLIENT, to all delays on the agreed dates and for which DEKRA is not responsible.

5. Obligation of the CLIENT to cooperate

- 5.1. The CUSTOMER guarantees that DEKRA will be provided, with due punctuality, all the cooperation that, for the adequate provision of the services object of the contract, may be required of the CUSTOMER, the agents and / or collaborators of the CLIENT and / or third parties .
- 5.2. In the case of inspection work, the objects to be tested and inspected, the design documentation, any other documents, auxiliary materials, the support staff, etc., necessary to perform the services will be made available to DEKRA free of charge.
- 5.3. In any case, the CLIENT's acts of cooperation must be carried out in accordance with the legal provisions, the applicable standards and the current regulations on safety and prevention of occupational risks.
- 5.4. The CUSTOMER must bear any additional cost incurred as a result of the need to repeat work or delays caused by the information being provided late, or because the information provided is incorrect or incomplete, or due to the lack of proper cooperation. Even where fixed or maximum prices have been agreed, DEKRA reserves the right to additionally invoice such additional costs and amounts. In particular, repeat visits for reasons beyond our service, waiting hours, additional services or work outside of normal working hours, will be billed according to the rates established in force. For the above purposes, the day and night working hours of DEKRA staff are eight hours per working day. The 8 hours of the daytime workday are between 08:00 and 18:00 and at night, between 22:00 and 07:00; in both cases with an hour break to eat. The rest of the hours are considered hours not included within the working day, always in accordance with the working calendar of the locality where the service is to be provided.

6. Billing and Payment Terms

- 6.1. The offer price is binding on both parties. However, DEKRA may increase the amount corresponding to the final invoice, provided that such modification is duly

justified and accepted by the CLIENT the new offer generated.

- 6.2. Acceptance of the offer implies that the CLIENT knows and accepts the amount that results from it.
- 6.3. Taxes, duties, fees and, in particular, Value Added Tax, or Administration fees are not included in the price in cases where it is necessary to pay them.
- 6.4. The established prices are understood as long as our staff can work continuously, without interruptions due to causes beyond DEKRA's control. If this occurs, these outage times will be billed.
- 6.5. On non-working days, that is, Saturdays, Sundays and holidays, at least one working day will be billed, regardless of the time actually spent in providing the contracted service.
- 6.6. The price corresponding to the execution of the contracted service during night working hours will be increased by 50%.
- 6.7. The price corresponding to the execution of the contracted service in hours not included in the working day will be increased by 20%, provided that the work in these hours is due to causes beyond the control of DEKRA.
- 6.8. The price corresponding to the execution of the contracted service on non-working days will be increased by 50%, if these days are Saturdays, and by 100% if these days are Sundays or holidays.
- 6.9. The price corresponding to the execution of the contracted service on January 1 and December 25 will be increased by 200%.
- 6.10. The provision of the contracted service will be paid within 30 days of the delivery of the invoice, unless the offer specifies other payment conditions.
- 6.11. The CLIENT has a period of 15 days from the date of receipt of the invoice to express any disagreement in relation to the final amount thereof.
- 6.12. The payment of the invoice outside the agreed term will accrue, in accordance with the law 3/2004 of December 29, collection management costs, late payment interest and bank charges for non-payment, if any. In accordance with the law, default interest is understood to be the sum of the interest rate applied by the European Central Bank to its most recent main financing operation carried out before the first day of the calendar semester in question plus eight percentage points.
- 6.13. When DEKRA provides the service contracted by the CLIENT as Control Entity for the provision of the inspection and control service, the billing corresponding to such service will be made 50% upon signing the contract and the remaining 50% upon completion.
- 6.14. Billable time is considered to be the actual time used, which includes the time dedicated to study, inspections, tests, reporting and travel.
- 6.15. All amounts invoiced will be considered overdue for payment, without any deduction on them being applied at the time of receipt of the invoice. No discounts will be granted.
- 6.16. Payments will be made on the date established by bank transfer to the DEKRA account number expressed on the invoice, indicating the invoice number and the CLIENT.
- 6.17. DEKRA reserves the right to demand amounts on account for expenses in a reasonable amount.

7. Acceptance

- 7.1. Any part of the work included in the order form or independently concluded offer will be considered a partial service and, as such, may be presented by DEKRA for acceptance and reception by the CLIENT. The CLIENT is obliged to receive immediate reception.
- 7.2. In the event that the CLIENT does not comply with its obligation of immediate reception and acceptance, it will be considered that the acceptance has taken place thirty (30) days after the end of the service or the indicated part thereof.

8. Confidentiality

- 8.1. In the sense of this agreement, "confidential information" is understood as all types of information, documents, graphics, diagrams, drawings, know-how, data, samples and project documentation, etc. that during the term of this agreement it is delivered, transmitted or disclosed, in any other form and / or medium, by one of the parties ("disseminating party") to the other ("receiving party"). This also includes paper and electronic copies.
- 8.2. All information transmitted by the parties and exchanged between them or between a party and a third party, will be considered "confidential", without the need to be marked with the express qualification of "Confidential" by the disclosing party before it is delivered to the receiving party.
- 8.3. All confidential information that the disclosing party transmits or makes accessible in any way to the receiving party, (a) must be used by the receiving party only to fulfill the object of the contract, unless expressly agreed in writing otherwise with the disclosing party; (b) may not be photocopied, distributed, published or transmitted in any other way to third parties by the receiving party, unless it is necessary to comply with the object of the contract or DEKRA is required by legal or administrative imperative to deliver said information, inspection and

test reports, and / or confidential documents to public authorities or to third parties involved in the execution of the contract; (c) must be treated by the receiving party with the same confidentiality with which it treats its own confidential information, but never with less diligence than that which is necessary to observe objectively.

- 8.4. The receiving party will disclose the confidential information received from the disclosing party exclusively to those of its workers or collaborators that are strictly necessary and who need to know said information for an adequate provision of services. The receiving party undertakes to oblige these employees and / or collaborators to observe the same level of professional secrecy and confidentiality as that established in this section.
- 8.5. DEKRA will also keep confidential, and therefore not share it with the CLIENT, any information from other third parties to which it gains access as a result of, for example and for illustrative purposes only, a complaint from a third party or communications from regulatory bodies. This information shall be kept confidential vis-à-vis the CLIENT unless the third party authorizes the CLIENT to share it with the CLIENT.
- 8.6. In the sense of this agreement, information on which the receiving party can demonstrate that: (a) was in the public domain at the time of its disclosure or was known to the general public without any breach of the present commitment; or (b) the information was already in the possession of the receiving party prior to transmission by the disseminating party.
- 8.7. Confidential information will remain the property of the disclosing party. The receiving party undertakes, at any time and at the request of the disclosing party, as well as without the need for any requirement immediately after the termination or expiration of this contract, at the discretion of the disclosing party, to: (i) return to the disclosing party, all confidential information, including its copies; or (ii) to proceed to the destruction of all confidential information, including its copies, and to subsequently confirm in writing to the disclosing party its effective destruction. The reports and certificates issued to the CLIENT within the framework of the contract are exempt from the foregoing, which will remain in the possession of the CLIENT. DEKRA may archive copies of such reports, certificates and confidential information for the demonstration of the accuracy of its results, as well as for other general documentation and archiving purposes. Notwithstanding the foregoing, the Parties may keep: (i) backup copies of all information received and / or produced in the ordinary course of business and for which destruction is not commercially viable, and (ii) a copy of archive of the all information that can be used only in case of a dispute related to this Agreement. Any information so withheld will be subject to the confidentiality obligations contained in this Agreement.
- 8.8. In the case of inspection work, the result of the inspections carried out will be considered confidential from third parties, only accessible to the CLIENT and, in the case of inspections, to the Administration, ENAC or OAEC. In the same way, all the information on the design or the production processes that may be obtained from the CLIENT will be considered, in its entirety, as confidential before third parties. In the case of training services, all the information managed according to the training activity will also be considered confidential before third parties.
- 8.9. If, as specified in the offer or contract, any report or documentation is to be delivered to the CLIENT, said documentation is considered prepared for the use strictly envisaged in the offer or contract. Said documentation may not be distributed or provided to other parties, totally or partially, or intended for uses other than those provided for in the offer or contract, without the prior written consent of DEKRA. All the information and data contained in the offer (even without having been accepted) or contract, as well as the information, documentation, products or tangible goods to be delivered to the CLIENT as specified in the offer or contract, and any other documents, data or information resulting from the provision of services, whatever the format or medium in which they are contained, are strictly confidential and are issued for the sole purpose of ensuring adequate provision of services, and must be understood as provided for information, use and benefit exclusive of the CLIENT (and, where appropriate, of other recipients of the services that have been previously and duly identified in the offer or contract), therefore, such data and information may not be used for other unauthorized uses, nor may it be reproduced, referenced, or disclosed, in whole or in part, to a third party, without the prior express written consent of DEKRA. The simple request for the preparation of an offer and its receipt by the CLIENT, implies acceptance of the above and knowledge of these conditions available to clients. The infringer will indemnify DEKRA for losses, expenses, costs and damages derived from the breach of the provisions of this section 8.9, when the offer (even before its acceptance) or contract, prepared by DEKRA have been destined for other unauthorized uses other than their own and established in the offer or contract, or if the content of the offer or contract has

been reproduced, referenced or revealed to third parties, in whole or in part, or the content of the reports delivered, or the documents, data or information resulting from the provision of services.

- 8.10. The commitments established in this section will be valid indefinitely, notwithstanding the termination of the contract for any reason.

9. Intellectual and industrial property

- 9.1. DEKRA will retain exclusive and / or joint ownership, as the case may be, of all rights derived from intellectual and industrial property on opinions, results of inspections and tests, calculations, presentations, etc., prepared by DEKRA.
- 9.2. The CLIENT may make use of the opinions, results of inspections and tests, calculations, presentations, etc., prepared within the framework of the order exclusively for the purposes specifically provided for this purpose in the offer or contract.
- 9.3. The CLIENT may only use the opinions, results of inspections and tests, calculations, presentations, etc. completely and without fragmenting. Any publication or reproduction for advertising purposes requires the prior written approval of DEKRA.

10. Responsibility of DEKRA

- 10.1. DEKRA has adequate liability insurance for its activity that complies with the requirements of current legislation. DEKRA's maximum liability is limited for any event of damage or loss to € 2,000,000. Possible damages arising from any act or omission are excluded, as well as those occurring due to incorrect or incomplete information provided by the CLIENT, and due to causes beyond the control of DEKRA, including, but not limited to, accidents, strikes, closures, employers, acts of dismissal of third parties or force majeure.
- 10.2. DEKRA is not responsible for the personnel made available by the CLIENT to collaborate in the execution of the work, unless said personnel can be legally considered as agents and / or collaborators of DEKRA. In the event that DEKRA is not responsible for the aforementioned collaborating personnel, the CLIENT must indemnify DEKRA against any claim from third parties for this reason.
- 10.3. The prescription of rights to claim for damages is governed by current legal regulations that result from application.

11. Independence, impartiality and integrity

- 11.1. DEKRA personnel who participate in the performance of the work, will act at all times in accordance with the procedures of the DEKRA Management System, and will observe the rules and procedures of discipline and safety that the CLIENT may establish. When any part of the inspections and / or tests and tests offered has to be carried out by a specialized company, DEKRA will subcontract these works, taking into account that it is duly approved, following the procedures of the Organization's Management System.
- 11.2. DEKRA requests the CUSTOMER to report any possible personal kinship link up to the second degree, between the authorized technical staff or managerial staff of DEKRA and the owner, partner or managerial staff of the CUSTOMER

12. Code of ethics

- 12.1. DEKRA has established a code of conduct for its staff that commits it to maintaining their independence, impartiality and integrity in all its actions.
- 12.2. DEKRA will not contract or make services or purchases from companies that use forced labor, carry out practices of racial or any other gender discrimination or resort to child exploitation regardless of the country in which they operate.
- 12.3. DEKRA in no case will accept any type of compensation for the direct or indirect personal benefit of the CLIENT or its personnel.
- 12.4. When deemed necessary, the work that does not comply with agreed procedures or requirements may be interrupted, after informing the CLIENT.

13. Claims and competent jurisdiction

- 13.1. DEKRA has made available to the CLIENT or other interested parties, a complaints procedure for the management of complaints, claims and appeals that may arise during the performance of its activities.
- 13.2. The competent jurisdiction to hear any discrepancy that may arise regarding the interpretation and / or application of the stipulations of this agreement, will be that of the Courts and Tribunals of Barcelona. This contract is subject to Spanish law.

14. Protection of personal data.

- 14.1. In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data, it is reported that DEKRA Industrial (C / Napoles 249 - 4ª planta, 08013 Barcelona) will act as responsible for the processing of personal data. The personal data provided will be processed by DEKRA Industrial on a legitimate basis for the performance of this contract. The personal data provided is kept for the duration of the business relationship with the owner of the personal data or the time necessary to comply with legal obligations and will only be communicated to the DEKRA group companies, except in cases where there is a legal

obligation.

The CUSTOMER has the right to obtain confirmation on whether DEKRA Industrial is treating their personal data, therefore, they have the right to access their personal data, inaccurate data or request its deletion when the data is no longer necessary, as well as other rights that you can request as additional information, ultimately, exercise your right of access, rectification, forgetfulness, limitation of treatment, portability, opposition and not to be the subject of individualized decisions.

The rights can be exercised through the free channels provided by DEKRA Industrial, as well as request any additional information on protection of personal data, either by postal mail to the address indicated above directing your communication to the Quality Department or by email to: dataprotection.es@dekra.com

15. Coordination of activities in the field of occupational risk prevention

- 15.1. DEKRA remains at the CLIENT's disposal to carry out the exchange of information that it deems necessary to comply with the duty of coordinating business activities in the work centers, according to article 24 of Law 31/1995, of November 8, on Prevention of Labor Risks (PRL), developed by virtue of Royal Decree 171/2004, of January 30.
- 15.2. DEKRA asks the CLIENT to inform in advance of the possible risks associated with its facilities, as well as the risks derived from other competing companies that may affect DEKRA collaborators who carry out the works. If no prior communication is received, DEKRA will understand that there are no risks in the CLIENT's facilities other than those generated by the activity offered.
- 15.3. It will be the CLIENT's responsibility to maintain adequate health and safety conditions at all times in the job to be filled by DEKRA personnel, as well as to provide the necessary means to facilitate access to it. The management and the cost of all that will be borne by the CLIENT, if necessary.
- 15.4. Jobs that, by not having adequate health and safety conditions on the part of the CLIENT, pose a serious and imminent risk to the life or health of DEKRA workers, according to article 21 of Law 31/1995, do not They will be carried out. The reasons will be communicated to the CLIENT in writing, issuing an invoice for the proportional part of the work carried out.
- 15.5. In the event that the CLIENT uses a platform for the management and coordination of ORP that implies a payment for the use of the system, the CLIENT will be responsible for the expenses caused by this management and a complementary offer will be made for the amount that should be assumed, to register for the period necessary for the execution of the works.