

1.- Definitions:

"Buyer".- DSI UNDERGROUND SPAIN, S.A.U.

"Terms".- These terms and conditions for the purchase of Goods and/or Services.

"Contract".- Any written contract signed by the Buyer and the Supplier to provide Goods and/or Services, including, but not limited to, contracts for successive terms that will last for a specified period of time or specific orders and that will include these Terms and the Order.

"Goods".- Goods of any description, as set out in the Order, including, but not limited to, equipment, machinery, materials (either raw materials or fully or partially processed materials), plants and vehicles, and/or any goods supplied to the Buyer in connection with the Services provided to the Buyer.

"Order".- The Buyer's written instruction to provide Goods and/or Services (or the Buyer's written acceptance of the offer submitted by the Supplier in connection with the supply of the same), including any associated technical specification or delivery requirements.

"Price".- The price of the Goods and/or Services in accordance with the provisions of the Contract or according to previously agreed conditions in writing between the Buyer and the Supplier.

"Supplier".- The person(s), firm or company named in the Contract or to which the Order is addressed (including authorised successors and assignees).

"Services".- Any kind of service described in the Order and all the work carried out by the Supplier for the Buyer in accordance with the latest request.

2.- The Contract:

2.1.- Any condition that the Supplier intends to impose (including but not limited to, any terms or conditions that the Supplier intends to apply to any offer, notification of acceptance of Order, specification or similar documents) shall be excluded, unless otherwise agreed to in writing and signed by the authorized representatives of the parties.

2.2.- The reception of an Order by the Supplier shall be considered the acceptance of the Order by the Supplier. Furthermore, any conduct that consistent with the acceptance of an Order (for example, the dispatch or delivery of goods, or the commencement of production of the goods, or the provision of Services) shall constitute the acceptance by the Supplier of the Contract and the Terms.

2.3.- The supply, delivery and/or provision by the Supplier to the Buyer of any Goods and/or Services requested by the latter either by means of an Order and/or any other document or communication, as well as the issuance of an invoice by the Supplier payable by the Buyer for the supply, delivery and/or provision of such Goods and/or Services, shall be considered as unmistakable signs of the express acceptance by the Supplier to be governed by these General Terms of Purchase.

3.- Delivery:

3.1.- The delivery deadline for the Goods and Services at the expense of the Supplier, as applicable, is essential. The Supplier must comply with delivery dates and the destinations set out in the Contract or in the relevant Orders issued by the Buyer. Unless otherwise agreed, delivery shall be made at the address where the Buyer is located and the Supplier must unload the Goods. The Supplier shall immediately notify the Buyer if the Supplier is unable to comply, without prejudice to the obligation to carry out all relevant activities to fulfil their obligations, and pay any cost incurred due to the late or alternate delivery. The Buyer may cancel the Order and/or terminate the Contract, without prejudice to any other rights to which the Buyer may be entitled if any of the Goods and/or Services are not delivered as provided in the Order. All costs associated with the shipping, transport, unloading and delivery of the Goods, shall be borne by the Supplier.

3.2.- All the Goods will be packaged to protect them correctly before, during and after delivery and, if required by the Buyer, each delivery will be accompanied by a certificate of analysis and/or up-to-date safety data sheets of the materials in a format that is acceptable to the Buyer. Until the Products are successfully delivered pursuant to the provisions of this document, the Supplier shall bear the risk of loss of the Goods as provided for in Clause 7. The transfer of ownership of the Goods to the Buyer shall not be deemed complete until the proper delivery of the same.

3.3.- The Supplier shall ensure that any import/export license, certificate of origin and any other government authorization or required documentation has been obtained prior to the shipment and that they are in force. The Supplier agrees to provide all the necessary information so that the Buyer can comply with all applicable provisions, regulations, and any legal obligations in the country(ies) of destination, including, but not limited to, customary obligations, any local requirement regarding content/origin, and obtain all the benefits of low tariffs and avoid unnecessary fees, as applicable.

3.4.- The delivery shall not be made until the Goods are unloaded and/or the Services have been provided, and if relevant, accepted in writing by an authorized person on behalf of the Buyer. Notwithstanding the foregoing, the parties agree that the delivery of the Goods or their acceptance by an authorized person on behalf of the Buyer, shall not affect the rights or actions of the Buyer if the Buyer is not satisfied with the Goods, if they have hidden defects or if there are any defects in the Services, once they are identified by the Buyer after they have been delivered by the Supplier, in accordance with Clause 4.

3.5.- If the Goods must be shipped or the services provided in instalments, the Contract shall be treated as a simple, unique and indivisible contract.

3.6.- If any of the parties is prevented or delayed in performing any of its obligations for reasons of Force Majeure, that party must immediately notify this fact, in writing, providing all the information regarding the problem and take all the steps that can reasonably be taken to minimize damages to the other party. The party affected by the Situation of Force Majeure shall be exempted from carrying out its provision while the situation of Force Majeure exists, on the understanding that it will keep the other Party informed of the progress of the situation, and with regard to the delivery of the Goods by the Supplier, the requirements of the Buyer shall not have a lower level of priority than those of other buyers of Goods (unless the Supplier proves otherwise).

4.- Quality and Description:

4.1.- The Supplier guarantees that the Goods supplied, when delivered, shall be: (i) of the quantity and description specified in the Contract, in the Order, in any notification or other document issued or delivered by the Supplier; (ii) of satisfactory quality; (iii) appropriate to meet the regular and specific purposes of the Buyer and that have been notified to the Supplier or any other purposes of the Buyer which the Supplier should reasonably know; and (iv) the design, materials and production shall be free from defects.

The Supplier, of their own account and expense, shall perform quality control tests in accordance with their procedures to ensure that the Goods meet the requirements set out in the Contract.

4.2.- The Supplier guarantees that the Services provided will be: (i) performed by qualified and experienced staff in an efficient, safe, skilled manner and in accordance with the applicable industrial code of practice; and (ii) of the highest quality that can reasonably be expected from a skilled and experienced operator that provides similar services under similar circumstances.

4.3.- The Supplier guarantees their experience and confirms the accuracy of all statements and representations made regarding the Goods and/or Services prior to the signing of the contract. Furthermore, the Supplier also acknowledges those made by the Buyer.

4.4.- The Supplier guarantees that the Goods and Services provided: (i) shall comply with all applicable legal and regulatory requirements, including, but not limited to, those related to production processes, packaging, transportation and delivery of the Goods and the provision of the Services, and in accordance with health & safety and environmental regulations; (ii) shall not infringe the intellectual property rights of any third party; and (iii) they shall comply with any other specification or requirement set out in the Contract.

4.5.- The Supplier shall mark any hazardous material supplied using the international hazard symbol(s) and the wording of the name in both English and Spanish. The transport and other documents shall contain the same, along with emergency information in English. The name of the Supplier shall be indicated and assurances shall be provided that it complies with all international agreements, general legal rules applicable in the country concerned, and local rules and standards, as well as the regulations and codes of practice of the country of delivery with respect to the packaging, labelling and transport of dangerous goods.

4.6.- The Supplier shall allow the Buyer or any authorized representatives to inspect and test the Goods at any time during the production, processing, and storage stages, and to carry out tests on the Services. The Supplier shall take any reasonable step required by the Buyer or their authorized representative, if deemed necessary, to ensure compliance with the Contract. To avoid any misunderstanding, the Buyer's right of inspection and the requirement of steps to take does not imply that the Buyer accepts or approves the work performed nor does it reduce or exempt the Supplier from their obligations regarding full compliance with the Contract.

4.7.- If written instructions are issued by the Buyer to alter the Goods or Services, the Supplier will make the best effort to change the Goods or Services under the terms set forth by the Supplier. Any reasonable expense incurred or savings made by the Supplier due to the changes to the Contract will be paid or collected by the Buyer. The rates and prices specified in the Order will be the basis for calculating costs or savings.

4.8.- The rights and/or actions to which the Buyer is entitled under Clause 4 and/or Clause 5 are not limited in time and, therefore, may be exercised at any time by the Buyer; consequently, the liability of the Supplier regarding the supply or provision of Goods and Services under the terms of this Contract will survive the termination of the Contract and follow the provisions of the applicable laws regarding prescription and/or expiration dates.

5.- Compensation:

The Supplier shall indemnify the Buyer fully for any liability, loss, damage, costs and expenses (including reasonable legal fees) direct, indirect or consequential, or for any other claim arising from or incurred as a result of: (i) any breach of the Contract; (ii) any act or omission by the Supplier or the Buyer's employees, agents or subcontractors regarding the provision of the Goods and/or Services.

The Supplier shall not compensate the Buyer if the acts involved and that give rise to the claim are due to negligence by the Buyer or the Buyer's employees in the ordinary course of their work.

6.- Billing, Price and Payment:

6.1.- Unless otherwise provided in the Order, the Supplier may invoice the Buyer at any time after delivery of the Goods and/or Services, on the understanding that such Goods and/or Services are supplied or provided, as the case may be, in accordance with this document and to the full satisfaction of the Buyer. The Price shall include any payable taxes, as well as all costs requirements set out in the Order, and any other contribution or tax resulting from sales, import or export operations.

6.2.- Invoices and any other correspondence relating to the Contract should include: the date of delivery, Order number, delivery address, product name, quantity and description, and they should be sent to the fiscal domicile stipulated on the Order, and making reference to the Buyer's contact person. Failure to comply with the above requirements shall entitle the Buyer to return the invoice without payment to the Supplier. For all invoices issued by the Supplier under this Contract to reach maturity and become payable by the Buyer, they must comply with all the requirements provided in applicable laws and include the Price to be paid for the Goods and/or Services duly supplied/provided in accordance with this document and to the full satisfaction of the Customer.

6.3.- Unless otherwise agreed in writing between the parties, the Buyer shall pay the price within 90 days after the close of the month in which an invoice is received or, if later, after the Buyer has accepted the Goods and/or Services in question. Payment does not constitute the acceptance by the Buyer of the Goods or Services.

6.4.- The Buyer may set off against the Price any past due amount in favour of the Supplier under the Contract or any other contract between the Buyer or any subsidiary company and the Supplier. In addition, the Buyer may suspend payments of the Price if the Supplier fails to fulfil any obligations provided in this contract.

7.- Ownership and Risk:

7.1.- Without prejudice to the right of the Buyer to reject Goods, the ownership and the risk of the Goods shall be transferred to the Buyer on the satisfactory delivery of the same. The Supplier guarantees that the Buyer will receive the Goods in good and marketable conditions, free of charges, burdens or claims.

7.2.- When the Buyer provides materials or equipment to the Supplier, these will remain the property of the Buyer but the risk will be the responsibility of the Supplier while such equipment or materials remain in the Supplier's possession and/or under the Supplier's control. The Supplier shall keep such materials and equipment in good order and condition and will use the same only and strictly in accordance with the provisions set out in the contract. Any loss or devaluation shall be the responsibility of the supplier.

7.3.- The Buyer may inspect and test the Goods; in addition, the Buyer may reject and return the same (at the risk and expense of the Supplier) when they do not comply with the standards referred to in Clause 4 above; the Supplier will have to, at the discretion of the Buyer, refund the purchase price of the goods rejected or replace the rejected Goods within a reasonable time period (that under no circumstances shall exceed fifteen days after notification of the rejection) for Goods that comply with the standards at the sole expense and responsibility of the Supplier. It shall not be considered that the Buyer has accepted the Goods until written confirmation is provided after a reasonable time required to inspect all the Goods supplied, or after a reasonable period of time in which a defect or hidden defect can become apparent.

7.4.- The Supplier shall correct, at his expense through repair or replacement, any defect, irregularity or lack in the Goods and/or Services that arises within a period of twelve months after delivery/provision, and will be responsible for all associated costs incurred in carrying out the above, including the withdrawal of the Goods from the market.

7.5.- The Supplier shall take out insurance of the level and for sufficient value to the satisfaction of the Buyer, to insure against potential contingencies under this Contract. The Supplier will provide, at the request of the Buyer, a certificate of insurance that details the insurance policies taken out by the Supplier and naming the Buyer as the additional insured party. Such insurance shall remain in force and in effect throughout the life of this Contract.

8.- Confidentiality/Intellectual Property:

8.1.- The Supplier shall not disclose to any third party any confidential information owned by or related to the Buyer or any subsidiary (including, without limitation, specifications, formulas, manufacturing processes, know-how, and any technical, economic or business information) or use such information for any purpose not expressly authorized by the Buyer. The Supplier is responsible for such unauthorized disclosures made by its employees and agents and will take every reasonable precaution to avoid such disclosures. This obligation of confidentiality shall remain in force for the duration of the Contract and during the time in which this information retains its confidential nature.

8.2.- The Supplier shall not use the name of the Buyer or the names of subsidiary companies during discussions with third parties regarding the supply of Goods or Services, or for the purpose of any advertising or trade without obtaining prior written consent from the Buyer.

8.3.- The Supplier shall, at the request of the Buyer, transfer and communicate free of charge, with guaranteed full title of ownership, any intellectual property (including patents, patent applications, and know-how) regarding documents, specifications, plans, drawings, testing, information or Goods created or developed by the Supplier specifically for the Buyer.

8.4.- Any document, specifications, plans, drawings, testing, information or Goods supplied by the Buyer shall remain the Buyer's property and the Supplier shall return them, as well as any copies thereof, to the Buyer when required or otherwise will grant the Buyer access to the Supplier's facilities in order to collect the same.

9.- Termination:

9.1.- The Buyer may cancel any Order for some or all of the Goods or Services by notifying the Supplier at any time prior to delivery or provision; in that case, the Buyer shall not be obligated to pay the price for such Goods or Services although the Buyer will be obligated to reimburse the Supplier all reasonable administrative expenses that arise directly from such cancellation.

9.2.- Notwithstanding any other provision to the contrary contained in the Contract, the Buyer may, at the Buyer's discretion, unilaterally terminate all or part of the Contract: (i) by means of a notification sent thirty days before the effective date of termination, or (ii) immediately if the Supplier, whether an individual or a legal entity, is involved in insolvency proceedings, is incapable of paying its debts as they become due, is judicially declared insolvent, or, if the Supplier is a company, in the event of any resolution adopted or submitted to liquidate the company or (iii) if the Supplier fails to comply with the contract and, in the event that such failure can be corrected, the Supplier does not provide a remedy within a period of 15 days after the date of receipt of the notification of non-compliance.

Regarding the contents of subparagraphs (ii) and (iii) of this Clause 9.2, the Buyer will be entitled to terminate/rescind this Contract in whole or in part with full legal effect without the need for prior judicial resolution and without any liability; however, any other right or action to which the Buyer is entitled in virtue of the above in accordance with this Contract or applicable law shall remain in force.

9.3.- The termination of the Contract does not relieve either party of any liability that they may have taken on up to that moment or that they may take on at a later date. In addition, it shall not affect the survival of any right, duty or obligation that is expressly or implicitly provided to continue in force after the termination.

9.4.- On termination of this contract, the Supplier shall be obliged to reimburse any advance payments made by the Buyer for Goods or Services that have not been supplied or provided, as the case may be.

10.- General:

10.1.- Notifications shall be submitted in writing and sent to the head office or registered domicile of each party or to any other address which the parties notify from time to time in accordance with this Clause.

10.2.- Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer under the Contract or under applicable law.

10.3.- The Supplier shall not be entitled to transfer or sub-contract any of the rights or obligations arising out of this Contract without the prior written consent given by the Buyer. The Buyer shall have the right to transfer the rights and/or obligations arising from this Contract, either in whole or in part without the need to require the prior written consent of the Supplier.

10.4.- At all times, the Supplier shall act and shall appear as an independent contractor. At no time may the Supplier act or appear as an agent or partner of the Buyer.

10.5.- Failure or delay on the part of the Buyer to demand total or partial compliance with any provision contained herein shall not be construed as a waiver of the Buyer's rights arising from this Contract.

10.6.- The Supplier shall and undertakes to ensure that its employees, agents and subcontractors respect any applicable local and safety rules when they are at the site of the Buyer, particularly, but not limited to, rules relating to the arrival, departure and unloading of Goods.

This Contract does not generate a working relationship between the Supplier and/or its employees and the Buyer. The Supplier shall be considered at all times as the party responsible for and in charge of the payments related to payroll, social security, health, profit sharing, operating costs, and any other tax levied or related to the provision of the services by the Supplier and/or its employees in favour of the Buyer. Therefore, the Supplier will be solely responsible for complying with all applicable labour and tax provisions regarding the payment of all amounts owed to its employees, whether they are mandatory or contractual arrangements. In addition, the Supplier undertakes to indemnify the Buyer and to hold the Supplier harmless from any action, claim or proceeding brought by any authority (including tax authorities) against the Buyer for any violation or infringement of the Supplier against any of their taxes, social security (labour) obligations and shall indemnify the Buyer for any expenses, damages or loss that may occur in relation to any such claims, claims or proceedings.

10.7.- In the event that any provision of this contract is declared by a competent authority as to be wholly or partly illegal, unenforceable or invalid, the remainder of the provisions of the Contract will remain valid and enforceable.

11.- Applicable Law and Jurisdiction:

The Order, these terms and any Contract shall be governed by the laws of the domicile of the Buyer. The Supplier waives any right it may have to submit to any other court. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.