

General Terms and Conditions (B2B purchase)

1. Scope of application

- 1.1. The present General Conditions of Purchase (hereinafter, "**General Conditions**" or "**Conditions of Purchase**") shall be incorporated and shall apply to all sales and purchases between the seller (hereinafter, the "**SUPPLIER**") and the buyer, the mercantile LEHVOSS C.D. Iberia, S.L.U. (hereinafter, "**LEHVOSS**"), with Tax Identification Number B-63.933.980, registered in the Mercantile Registry of Barcelona, Page B-313529, Volume 37.812, Folio 59, with registered office at Carretera Reial, 122-B, 1st Floor, 08960 Sant Just Desvern, Barcelona (Spain) and e-mail info@lehvoss.es . Both, the SUPPLIER and LEHVOSS, are hereinafter also referred to as "**PARTY**", or jointly, the "**PARTIES**".
- 1.2. These General Terms and Conditions shall apply exclusively, i.e. other conflicting or diverging or supplementary general terms and conditions, e.g. those of the SUPPLIER, be they of whatever kind and nature, shall not form part of the contractual relationship between the PARTIES, even if known, unless expressly incorporated in writing by LEHVOSS to that effect. In particular, these Conditions of Purchase shall also apply exclusively, even if LEHVOSS accepts the delivery(s) of products from the SUPPLIER without reservation and knowing that the terms and conditions of the SUPPLIER conflict with or deviate from these Conditions of Purchase.
- 1.3. All agreements entered into between LEHVOSS and the SUPPLIER for the purpose of the execution of a contract for the sale and purchase of products (hereinafter referred to as the "**Contract**" or "**Contracts**", without distinction), including amendments and addenda thereto, shall be in writing. However, these General Terms and Conditions shall also be deemed to be validly and effectively incorporated when the order offer described in Clause [2] contains a *link* to a website owned by LEHVOSS that contains these General Terms and Conditions and allows the SUPPLIER to download and print them.
- 1.4. For the purposes of applying these General Conditions, the SUPPLIER guarantees that it is not a consumer and that it is acting in the exercise of its commercial or individual professional activity (hereinafter, "**BUSINESSMAN**"), as defined in Art. 3 of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users (hereinafter, "**TRLGDCU**").

2. Conclusion of the Contract (acceptance of the offer - Offer Documents)

- 2.1. The presentation of products to LEHVOSS by the SUPPLIER (hereinafter referred to as "**Products**" or "**Product**", interchangeably), whether in its catalog or whatever the physical or electronic format of such presentation, shall not constitute an offer to enter into a Contract, but shall in any event be a non-binding invitation to LEHVOSS to place an order (*invitatio ad offerendum*).
- 2.2. The LEHVOSS order form, notified as provided in Clause [13] of these General Conditions and, as the case may be, in accordance with Articles 23 et seq. of Law

34/2002, of July 11, 2002, on information society services and electronic commerce (hereinafter, "**LSSI**"), is a binding offer of Contract (hereinafter, the "**Offer**").

- 2.3. The SUPPLIER is obliged to accept the Offer within one (1) week at the latest. LEHVOSS is not obliged to confirm receipt of the acceptance of the Offer to the SUPPLIER according to Art. 28(3) LSSI.
- 2.4. LEHVOSS reserves the proprietary rights, including intellectual property rights (both industrial and copyright), to all illustrations, drawings, calculations and other documents and therefore may not be made available to third parties without the express written consent of LEHVOSS. They must be used exclusively for the manufacture of the Products on the basis of the Quotation; they must be returned without prior request after completion of the order; they must be kept secret from third parties in accordance with Clause [9].

3. Prices and Terms of Payment

- 3.1. Unless otherwise agreed in writing between the PARTIES, the price includes packaging and delivery "*Delivery Duty Paid*" (hereinafter "**DDP**" according to INCOTERMS 2020). The return of packaging requires a special written agreement between the PARTIES. If the SUPPLIER uses disposable pallets (*Pallets*) despite an agreement to the contrary between the PARTIES, LEHVOSS shall dispose of them at the expense of the SUPPLIER.
- 3.2. The legally applicable value added tax (hereinafter referred to as "**VAT**") is not included in the price. VAT shall be indicated separately, broken down on the SUPPLIER's invoice and at the statutory rate applicable on the day of invoicing. Costs, taxes, customs duties and other levies that come into effect after the order has been placed by means of the Quotation shall be borne by the SUPPLIER.
- 3.3. LEHVOSS can only process invoices if the invoices - as specified in the Quotation - indicate the order numbers of the Quotation stated therein. The SUPPLIER shall be liable for all consequences resulting from non-compliance with this obligation. Invoices shall be submitted separately immediately after shipment of the Products. Packing lists and agreed information and documents, such as, in particular, initial samples, test reports, tooling lists, etc., shall be enclosed with the invoices.
- 3.4. LEHVOSS shall pay the Contract price, upon receipt of the invoice immediately following delivery of the Products as provided in Clause [3.3] above, within fourteen (14) days with a discount of three percent (3%) of the price, or at a later date, to be specified by the SUPPLIER, within a maximum of sixty (60) calendar days. In the absence of agreement on these terms, LEHVOSS shall pay within thirty (30) calendar days, according to Art. 4(1) of Law 3/2004, of December 29th, establishing measures to combat late payment in commercial transactions, regardless of the date on which the invoice was received from the SUPPLIER.
- 3.5. LEHVOSS is entitled to set-off of claims and right of retention to the extent permitted by applicable mandatory law. Offsetting by the SUPPLIER shall be admissible only and

exclusively if the claim can be asserted judicially and if no defences can be invoked against it

4. Delivery time - Delay in delivery - Passing of risk - Transfer of risk

- 4.1. The delivery period for the Products covered by the Contract stated in the Quotation is binding. Compliance with the delivery time depends on receipt of the Products by LEHVOSS.
- 4.2. The SUPPLIER is obliged to inform LEHVOSS immediately in writing if circumstances occur or can foresee the occurrence of circumstances which indicate that it cannot meet the agreed delivery time. The SUPPLIER acknowledges being aware that delays in delivery may lead to interruptions in production for LEHVOSS or its customers (hereinafter referred to as "**CUSTOMERS**" or "**CUSTOMER**", interchangeably). Furthermore, SUPPLIER acknowledges that it is aware that LEHVOSS supplies to its CUSTOMERS on a "*just in time*" basis. Therefore, delays in delivery may result in contractual penalties and claims for substantial damages by CUSTOMERS against LEHVOSS.
- 4.3. In case of delay in delivery, LEHVOSS expressly reserves all rights or claims of any kind and nature that it may be entitled to by Law. In particular, in view of Clause [4.2], it is well understood by the PARTIES that LEHVOSS shall be entitled to demand delivery or to immediately declare the termination of the Contract, without any need for prior notice, in both cases in addition to demanding the payment of compensation for damages under the terms of Clause [4.6] below.
- 4.4. Deliveries made before the agreed delivery date may be rejected by LEHVOSS at the expense of the SUPPLIER. If the Products are not rejected, they shall be stored by LEHVOSS at the expense and risk of the SUPPLIER until the agreed delivery date. In case of premature delivery, LEHVOSS shall be entitled to make payment for the Products delivered on the basis of the agreed delivery date and taking into account the agreed payment term.
- 4.5. LEHVOSS will only accept partial deliveries with prior express agreement. The SUPPLIER shall notify LEHVOSS of any lack of conformity in respect of the quantity remaining at the time of partial delivery.
- 4.6. If the SUPPLIER is late in delivery, LEHVOSS shall be entitled to demand a contractual penalty of three tenths of a percentage point (0.3%) of the net value of the Offer for each calendar day of delay in delivery, up to a maximum of five percent (5%) of the net value of the Offer. For the purposes of Arts. 1152, 1153 of the Civil Code and 56 of the Commercial Code, it is well understood between the PARTIES that LEHVOSS shall be entitled to demand such penalty contractual in addition (i) to the performance of the contractual obligations and receipt of the delayed delivery, (ii) or to the termination of the contract, in which case the maximum penalty shall apply directly, and (iii) to the compensation of damages and the payment of interest, in both s cases . In this regard, LEHVOSS is entitled to claim all damages resulting from the delay in delivery, even if they exceed the amount of the contractual penalty. LEHVOSS may enforce this

contractual penalty against the SUPPLIER by offsetting by deducting the corresponding amounts from the invoice payment.

- 4.7. The risk of loss or damage to the Products shall not pass to LEHVOSS until the Products have been delivered to its premises or to the agreed place of delivery or dispatch and the appropriate unloading has been carried out for this purpose.
- 4.8. Even if LEHVOSS would otherwise have been obligated, LEHVOSS shall have the right to refuse delivery of the Products in the event of restrictions of rights, as well as strikes and lockouts, fire, terrorist attack, flood, explosion, international pandemic, war, embargo, government action (by civil or military authorities), or other similar force majeure circumstances beyond the reasonable control and foreseeability of LEHVOSS.

5. Quality Assurance - Execution of the Offer

- 5.1. The SUPPLIER is obliged to guarantee the conformity of the Product, in terms of its quality, accordance with the latest state of the art and to provide LEHVOSS with proof of this upon request. This is to be understood in the sense that LEHVOSS may require that its SUPPLIERS have implemented a quality management system in accordance with the requirements of ISO 9001 et seq. or IATF 16949. Notwithstanding this, LEHVOSS reserves the right to specify the type and scope of quality assurance by concluding a corresponding quality assurance contract.
- 5.2. The SUPPLIER shall be obliged to point out possible non-conformities with regard to quality, including defects and flaws in the Products, at the time LEHVOSS submits the Offer, in particular with regard to compliance with the latest state of the art, environmental protection standards or the functionality and technical feasibility of the Products.
- 5.3. LEHVOSS expressly reserves the right to demand changes to the Product to be delivered even after conclusion of the Contract, provided that this is reasonable for the SUPPLIER and is documented in writing in accordance with Clause [1.3] and paragraph [5.4] below. In the event of such a change to the Contract, due account shall be taken of the effects for both PARTIES, in particular with regard to additional or reduced costs and the date of delivery.
- 5.4. Deviations and changes to the Products in relation to the Offer shall only apply if the SUPPLIER makes special reference to them and have been confirmed by LEHVOSS in writing.

6. Inspection for defects - Liability for defects

- 6.1. There shall be no obligation or duty to inspect the Products and notify the SUPPLIER of any non-conformity, including defects of quality and quantity, prior to complete delivery and the arrival of the delivery date agreed between the PARTIES.
- 6.2. In no event shall failure to comply with such duties of inspection of the Products and notification of defects, including late inspection or notification in accordance with the time limits set forth in the following paragraphs, entail the loss of rights, remedies and

other actions that may correspond to LEHVOSS for defects in quality and quantity of the Products, although LEHVOSS shall be liable for the damages that such delay in notification or lack or delay in inspection may cause to the SUPPLIER, which must be proven, in any case.

- 6.3. SUPPLIER acknowledges that LEHVOSS will properly carry out its inspection of the conformity of the Products delivered as to apparent defects of quality and quantity, for the purposes of Art. 336(1) of the Commercial Code, by taking reasonable samples as to their identity, weight, dimensions and appearance, within fourteen (14) calendar days of the agreed delivery at the latest.
- 6.4. LEHVOSS is not obliged to carry out functional technical tests of the Products or other inspections. However, if there are concrete indications of defective deliveries, LEHVOSS is entitled to inspect the Products for conformity or to have such inspection carried out by an independent testing institute at the SUPPLIER's expense.
- 6.5. LEHVOSS shall immediately notify the SUPPLIER, according to the provisions of Clause [13] below, of all those defects in the Products that are detected during the referred inspection, within a maximum period of fourteen (14) calendar days since each defect was detected. In the event that the lack of conformity in the quality of the Products delivered is due to internal defects, which were not detectable with the inspection of LEHVOSS according to the previous paragraphs, the term for notification of the same shall be fourteen (14) calendar days following the appearance of said defect.
- 6.6. In case of claims for lack of conformity, including mainly defects of quantity, quality or hidden defects, the SUPPLIER is obliged to remedy such lack of conformity, mainly by means of correction, which must be possible within a reasonable period of time and without causing inconvenience to LEHVOSS, in particular, taking into account the provisions of Clause [4.2] above, or to deliver new conforming replacement Products, at LEHVOSS's choice.
- 6.7. In case of urgency, LEHVOSS shall also have the right to remedy the defect in the Products itself at the SUPPLIER's expense, if the Supplier fails to perform its obligation to remedy the lack of conformity in the Products or to deliver replacement Products or is unable to do so within a reasonable period of time and without inconvenience to LEHVOSS under the terms of Clause [6.6] above.
- 6.8. In the event that the SUPPLIER fails to comply with the obligation to remedy or replace the Products, or if such remedy or replacement cannot be carried out within a reasonable period of time and without inconvenience to LEHVOSS under the terms of Clause [6.6] above, LEHVOSS shall be entitled, at its discretion, to immediately declare the termination of the Contract (in whole or in part), requiring in addition the payment of the expenses it paid, or to reduce the price for the Products by a proportionate amount to compensate for the loss in the use of the Products due to the non-conformity of the Products.

6.9. In addition and without prejudice to the remedies set forth in the preceding paragraphs, LEHVOSS expressly reserves the right to claim all damages caused by breaches of contract by the SUPPLIER, in particular and expressly, (i) damages in lieu of performance and (ii) damages that would leave LEHVOSS unscathed in the event that LEHVOSS has had to face contractual claims from its CUSTOMERS for breaches by the SUPPLIER with it, without prejudice to what is set forth in Clause [7] below.

6.10. It is well understood between the Parties that the facts referred to in this Clause are contractual breaches, so that LEHVOSS has a term for the exercise of any of the actions derived from them of five (5) years in the terms of Art. 1964 of the Civil Code. In case of remedy of the defects by LEHVOSS in accordance with Clause [6.7], this term shall be extended with the period until the end of such remedy

7. Product Liability - Indemnity - Insurance - Product Liability - Insurance

7.1. If LEHVOSS CUSTOMERS or third parties hold LEHVOSS liable for damages arising from product liability, irrespective of the legal grounds on which they are based, e.g. in Spain Art. 128 ss. of the TRLGDCU, or foreign, the SUPPLIER shall indemnify LEHVOSS for such claims - including the associated costs of legal defense - to the extent that the SUPPLIER has caused the damage and - in case of enforcement of rights based on intent or negligence - is responsible for the facts giving rise to such liability.

7.2. Within the framework of its liability for damages within the meaning of Clause [7.1] above, the SUPPLIER shall also be obliged to reimburse the necessary and reasonable costs arising from the fact that the Product delivered is not safe, in particular the costs of a recall of the Product; any contributory negligence on the part of LEHVOSS shall be taken into account. LEHVOSS shall inform the SUPPLIER of the content and scope of the measures to be taken - as far as possible and reasonable - and shall give the supplier the opportunity to submit its observations, all without any legal action being taken

7.3. In the event that LEHVOSS or its CUSTOMERS are subject to measures by market supervisory authorities, the SUPPLIER shall also be obliged to provide without delay all information and assistance that LEHVOSS or its CUSTOMERS require to prevent or implement the corresponding measures issued by the authorities. The SUPPLIER shall bear any costs or expenses incurred for this purpose without LEHVOSS being obliged to reimburse them.

7.4. The SUPPLIER is obliged to maintain product liability insurance with an overall coverage of at least ten million Euros (€ 10,000,000, - €) for personal injury and/or property damage, without this being any limitation or exclusion of possible other claims for damages that may be due from LEHVOSS, or in the event that the personal injury and/or property damage exceeds this amount. Upon request of LEHVOSS, the SUPPLIER is obliged to provide LEHVOSS with sufficient evidence of the scope and existence of the insurance in a suitable form.

8. Property Rights, Intellectual Property and Industrial Property

- 8.1. The SUPPLIER warrants that, in connection with the delivery of Products, no third party rights, in particular, but without limitation, intellectual and industrial property rights, are infringed.
- 8.2. If a third party claims against LEHVOSS for an infringement of its rights, the SUPPLIER is obliged to compensate all damages that LEHVOSS may suffer from these claims on first demand, expressly including those referred to in point (ii) of Clause [6.9] above, although LEHVOSS shall not be authorized to conclude any settlement agreement with the third party without the prior consent of the SUPPLIER.
- 8.3. The SUPPLIER's indemnification obligation under Article [8.2] above, extends to all expenses necessarily incurred by LEHVOSS for or in connection with a third party's claim, including associated legal defense costs.
- 8.4. It is well understood between the Parties that the facts referred to in this Clause are contractual breaches, therefore LEHVOSS has a term for the exercise of any of the actions derived from them of five (5) years in the terms of Art. 1964 of the Civil Code.

9. Confidentiality

- 9.1. The SUPPLIER and any natural person related to or affiliated with it may not, during the term of the Contract and for the time indicated in Clause [9.3] of these Conditions of Purchase after termination of the Contract for any cause whatsoever, directly or indirectly disclose or allow to be disclosed to any third party illustrations, drawings, calculations and other documents and information relating to the Offer and/or the Contract, its annexes and all commercial financial and/ or technical information of LEHVOSS or about the LEHVOSS group of companies, and any other information that may reasonably be understood to be confidential, in any format, physical or digital, regardless of whether such information is identified as confidential (hereinafter referred to as "**Confidential Information**").
- 9.2. The SUPPLIER and any natural or legal person related to it shall apply the utmost diligence to keep the Confidential Information confidential, the breach of which shall allow LEHVOSS to exercise all its rights, including actions for remedy of specific performance, injunctive relief and damages. The foregoing is without prejudice to cases in which mandatory legislation or a final administrative or judicial resolution imposes the disclosure of the Confidential Information or when such Information was already in the public domain without it being a consequence of the breach of a confidentiality agreement.
- 9.3. obligations set forth in Clauses [9.1] and [9.2] above shall survive the performance and/or expiration and/or termination of the Contract for any reason for a period of five (5) years, except in the case of Confidential Information containing essential data of the commercial situation of LEHVOSS or that of a third party, or until such time as the Confidential Information enters the public domain under the terms of Clause [9.2 *in fine*], whichever of both dates occurs earlier.
- 9.4. As an exception to the foregoing, Confidential Information may be disclosed to third parties with the prior express written consent of LEHVOSS.

10. Reservation of title and co-ownership arising from the supply of tools, parts and raw materials

10.1. LEHVOSS retains ownership of tools, gauges or fixtures made available to the SUPPLIER. The SUPPLIER shall clearly label them as the property of LEHVOSS. The above applies equally, both as regards the retention of title and the labeling obligation, to tools, gauges or devices that have been manufactured by the SUPPLIER, or on its behalf by third parties, provided that they are intended for the manufacture of the Products that are the subject of the Contract with LEHVOSS.

10.2. Furthermore, LEHVOSS retains ownership of the parts or raw materials, and other components in general, supplied to the SUPPLIER. Their processing or transformation by the SUPPLIER shall in any case be carried out on behalf of LEHVOSS. Contrary to Art. 383 of the Civil Code, if the parts or raw materials or other components owned by LEHVOSS that have been supplied to the SUPPLIER are processed or transformed together with other goods not owned by LEHVOSS, LEHVOSS shall acquire co-ownership of the new good or Product in the proportion of the value that such parts, raw materials, or components in general, supplied had (the value being the purchase price plus VAT) with respect to the other goods that have been processed or transformed, calculated at the time of such processing or transformation.

10.3. The same consequence regarding co-ownership shall apply in cases where parts or raw materials, and other components in general, owned by LEHVOSS and supplied to the SUPPLIER are inseparably mixed with other goods that do not belong to LEHVOSS. If the mixing is done in such a way that the good or Product of the SUPPLIER is to be considered as the main good, it is agreed that the SUPPLIER shall transfer co-ownership on a pro rata basis to LEHVOSS.

11. Reservation of title of the SUPPLIER

11.1. Until full payment of the price for the Products covered by the Contract, the SUPPLIER may retain ownership of the Products under the terms and with the *inter-partes* effects set forth in Art. 10 of Law 3/2004, of December 29, establishing measures to combat late payment in commercial transactions, provided that the SUPPLIER expressly reserves such right in writing prior to delivery of the Products. However, LEHVOSS shall be entitled to use and (re)sell the Products in the ordinary course of its business.

11.2. As security in the event of use or resale of such Products subject to retention of title, LEHVOSS assigns to the SUPPLIER, insofar as retention of title has been effectively agreed in accordance with Clause [12.1] above, LEHVOSS' claim against the CUSTOMER in the amount of the invoice for the resold Products. If LEHVOSS's receivables from THE CUSTOMER are included in a current account, such assignment shall relate to the relevant part of the balance.

11.3. The SUPPLIER shall re-assign to LEHVOSS the receivables assigned to it by LEHVOSS in accordance with Clause [11.2] above, immediately after LEHVOSS has paid the price for the Products in full.

- 11.4. Notwithstanding the foregoing, LEHVOSS is also authorized to collect the receivables against CUSTOMERS assigned to the SUPPLIER. The SUPPLIER may demand that LEHVOSS reasonably inform it of the status of the assigned receivables, as well as of the assigned debtors, and of the notifications made to them.

12. Customs and export control

12.1. SUPPLIER is obliged to inform LEHVOSS, by means of its commercial documents, and to keep such information up to date, of any authorization requirements for the (re-)export of its Products in accordance with applicable Spanish, European or US ("US") export and customs regulations, as well as with the export and customs regulations of the country of origin of its Products. For this purpose, SUPPLIER shall provide the following information at least in its quotations, order confirmations resulting from Quotations and invoices for the relevant Product items:

- a) The code corresponding to your Products according to the International Convention on the Harmonized Commodity Description and Coding System (hereinafter referred to as "**HS Code**") of your goods,
 - b) The commercial origin of the Products,
 - c) The position of the Products on the list of dual-use items in attention to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021, establishing a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items and according to Royal Decree 679/2014, of 1 August, approving the Regulation on the control of foreign trade in defense material, other material and dual-use products and technologies, if applicable,
 - d) For Products or components originating in the U.S., the *Export Control Classification Number (ECCN)* in accordance with the U.S. *Export Administration Regulations (EAR)*,
 - e) Classification of its Products or their components in Schedules 1 to 3 of chemical substances of the International *Chemical Weapons Convention ("CWC")* and Royal Decree 78/2019, of February 22, approving the Regulation implementing Law 49/1999, of December 20, on measures for the control of chemical substances susceptible to diversion for the manufacture of chemical weapons, if applicable,
 - f) A contact person in your company to clarify any questions LEHVOSS may have. Upon request of LEHVOSS, the SUPPLIER is obliged to inform LEHVOSS in writing of all other foreign trade data relating to its Products and their components and to inform LEHVOSS immediately (prior to delivery of the Products in question) in writing of all changes to the above data and to keep all information up to date.
- 12.2. Each Offer is subject to the condition that its performance does not violate national or international export control regulations, e.g. embargoes or other sanctions, even if these come into force after the conclusion of a Contract between the SUPPLIER and LEHVOSS. If delivery of the Products is restricted or prohibited due to

export control laws, LEHVOSS may, at its sole discretion, suspend the rights and obligations of the SUPPLIER until further notice terminate the Contract (in whole or in part). In no event shall LEHVOSS be liable for any costs, and other damages or losses resulting from the legal consequences of export control.

13. Sustainability and Compliance

- 13.1. LEHVOSS subscribes to the principle of sustainable development and accordingly observes internationally recognized fundamental standards in the areas of occupational safety, anti-corruption, anti-money laundering, competition, data protection, health and social or ecological standards, labor and human rights and responsible corporate governance (hereinafter referred to as "**ESG and Compliance Standards**").
- 13.2. In this regard, LEHVOSS has developed a Code of Conduct for relations with its business partners (<https://www.lehvoss.de/en/supplier-code-of-conduct>), which describes how LEHVOSS understands, interprets and applies these ESG and Compliance Standards.
- 13.3. Within the scope of its own responsibility, as well as when dealing with third party suppliers in connection with the execution of the Contract, the SUPPLIER guarantees compliance with the ESG and Compliance Rules and the LEHVOSS Code of Conduct. LEHVOSS reserves the right to amend the said Code of Conduct, which shall become part of the Contract replacing the previous one immediately as soon as LEHVOSS has sent it updated to the SUPPLIER. Furthermore, the SUPPLIER is responsible for ensuring that its personnel (own or subcontracted) and third party sub-suppliers are at all times familiar with the ESG and Compliance Rules and the LEHVOSS Code of Conduct.
- 13.4. In the performance of the Contract, the SUPPLIER shall at all times comply with the occupational risk protection and environmental protection requirements specified by LEHVOSS in the Contract, in addition to the provisions of this Clause regarding the ESG and Compliance Rules and the LEHVOSS Code of Conduct.
- 13.5. The SUPPLIER undertakes not to expose LEHVOSS to any situation that may involve non-compliance with such ESG and Compliance Standards by LEHVOSS. For these purposes, the SUPPLIER shall maintain policies and procedures for the hiring of personnel (own or subcontracted) and third party sub-suppliers that have not been involved in cases of corruption, terrorism and drug trafficking, in accordance with the limits established by law.
- 13.6. As a specification of the above in terms of legal requirements on duties of care regarding the supply chain:
 - 13.6.1. The SUPPLIER represents that it is aware that LEHVOSS may be required to comply with certain human rights and environmental due diligence obligations regarding its upstream and downstream supply chains in order to avoid or minimize actual and/or potential negative impacts on human rights and the environment or to stop human rights violations and also to comply with

environmental obligations. Human rights and environmental due diligence obligations have the meaning as defined in Directive (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on corporate sustainability due diligence obligations and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859 (hereinafter "**CS3D**").

- 13.6.2. The SUPPLIER undertakes to comply with the human rights and environmental obligations described in the CS3D and to take due account of this expectation vis-à-vis its own suppliers throughout its supply chain (hereinafter referred to as the "**Expectations**"). In particular, the SUPPLIER undertakes to avoid or minimize such risks and to put an end to violations of human rights and environmental obligations. In addition, the SUPPLIER undertakes to instruct its managers and employees to comply with the Expectations and to provide training to its managers and employees regarding compliance with the Expectations. At the request of LEHVOSS at any time, the SUPPLIER shall participate in appropriate training organized by LEHVOSS.
- 13.6.3. LEHVOSS shall have the right, upon prior written notice, to conduct audits to ensure the compliance of the SUPPLIER, its employees (own or subcontracted) and its sub-suppliers, for which it is liable within the scope of the execution of the Contract, with its obligations under this Clause (hereinafter the "**Audit**") either by itself through authorized third parties (hereinafter the "**AUDITOR**"). The SUPPLIER shall provide LEHVOSS the AUDITOR with all data, documents and other information in written, oral electronic form that LEHVOSS the AUDITOR request from the SUPPLIER and that are reasonable for the Audit.
- 13.6.4. If LEHVOSS can prove a breach by the SUPPLIER of its obligations in relation to the protection of human rights or the environment, the SUPPLIER shall immediately adopt and implement all such corrective measures as LEHVOSS requests in writing and are reasonably appropriate, itself, or shall ensure that its employees, subcontractors or relevant sub-suppliers adopt and implement them.
- 13.6.5. At LEHVOSS's request, SUPPLIER shall promptly (i) develop together with LEHVOSS a plan to remedy a breach of a human rights or environmental obligation (hereinafter, the "**Remediation Plan**"), including a specific schedule for such plan, and (ii) implement such measures as LEHVOSS may reasonably require to implement such Remediation Plan.
- 13.6.6. Possible violations regarding the protection of human rights or the environment can be reported through the anonymous reporting channel established by LEHVOSS, accessible via the link: <https://www.lehvoss.es/empresa/canal-de-denuncias-anonimas> or through the QR code:



13.7. LEHVOSS shall be entitled to terminate the Contract with immediate effect and without the SUPPLIER being entitled to any damages whatsoever if: (i) the Supplier breaches its obligations under this Clause, in particular with regard to the ESG and Compliance Standards and the LEHVOSS Code of Conduct, (ii) there is a material breach of the Compliance Expectations in the supply chain or (iii) the implementation of the Remediation Plan has not remedied the breach of a human rights or environmental obligation within the supply chain within the timeframe set out in the Remediation Plan.

13.8. Irrespective of whether the Contract is terminated or not, the SUPPLIER shall hold LEHVOSS harmless from any claims, of a public or private nature, that may be brought against LEHVOSS as a result of the breach of obligations set forth in this Clause, including sanctions, penalties or other fines and any damages based on the CS3D on the protection of human rights or the environment in the supply chain.

14. Notifications

All notifications, including purchase orders, shall be considered valid between the PARTIES when sent by any means admitted by law, provided that there is due proof of their receipt and content, to the addresses and email accounts mentioned at the beginning; or are made by any digital platform or electronic communication service expressly agreed by the PARTIES which, in any case, must also ensure that there is due proof of receipt and content, without prejudice to Articles 27(2) and 28(3) LSSI regarding electronic contracting.

15. Jurisdiction - place of performance - applicable law

15.1. The PARTIES agree that any discrepancy or dispute of any nature relating to the Contract that cannot be resolved amicably and in good faith by them within one (1) month from the notification by one PARTY to the other, as provided in Clause [13], of its intention to reach an amicable solution, shall be subject to the jurisdiction of the courts and tribunals of the city of Barcelona, with express waiver by the PARTIES of any other alternative forum that, if applicable, may be applicable.

15.2. Unless otherwise stated in the Offer, the registered office of LEHVOSS shall be the place of performance.

15.3. The legal relations between the PARTIES deriving directly or indirectly from the Contract shall be governed exclusively by the laws of the Kingdom of Spain, to the exclusion of the rules of private international law and interregional law, and the Civil Code of Catalonia.

15.4. If the SUPPLIER has its registered office outside Spain, the CISG ("*United Nations Convention on Contracts for the International Sale of Goods*" done in Vienna in 1980) shall apply with the following special provisions according to Art. 6 CISG:

- a) Contrary to Art. 11 CISG, amendments or cancellations of the Contract must always be made in writing. This also applies to agreements on the cancellation of this requirement in written form.
- b) Contrary to Art. 74 CISG, in case of culpable (wilful or negligent) breach of contract, the SUPPLIER shall also be liable for all damages unforeseeable at the time of conclusion of the Contract.
- c) Contrary to Arts. 46 and 49 CISG, in case of delivery of Products not in conformity with the Contract, LEHVOSS may require the SUPPLIER to deliver replacement Products or declare the Contract terminated under the terms set forth in these General Conditions, irrespective of and in addition to the cases in which the non-conformity constitutes a fundamental breach of the Contract. Material fundamental breach of the Contract includes, but is not limited to:
 - i. if the Products are manufactured or marketed solely by the SUPPLIER or if it is unreasonable for LEHVOSS to purchase the Products from a third party for any other reason;
 - ii. if the damage resulting from the breach is difficult or impossible to estimate, or if immaterial damage has occurred;
 - iii. whether a claim for damages is excluded under Art. 79(5) CISG;
 - iv. if, in the case of continuing obligations, confidence in the SUPPLIER's ability to perform the Contract is permanently impaired; or
 - v. If, in the end, the non-conformity of the Products is such that it is no longer possible to sell them in the ordinary course of LEHVOSS' business.

16. Partial nullity

Should any provision of these General Conditions of Purchase be wholly or partially ineffective and/or inoperable, this shall not affect the effectiveness of the other provisions. In this case, in place of the ineffective and/or inoperable provision, the PARTIES shall immediately adopt a new provision whose economic purpose corresponds to or is as similar as possible to the ineffective and/or inoperable provision in the context of what is legally permissible. The same applies in case of loopholes.

17. Interpretation and priority of the Spanish version

These General Conditions of Purchase shall be interpreted in accordance with the law indicated in Clause [14] above. If the legal meaning of a translation differs from the legal meaning in English, the English meaning shall prevail. The application of the general conditions of the SUPPLIER is expressly excluded.

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