

1. DEFINITIONS

The following expressions shall have the meaning given herein unless the context otherwise requires:

1.1 Acknowledgement of Acceptance: The copy of the Conditions signed by the Supplier and, if applicable, the Specific Terms signed by the Supplier, both as confirmation of their acceptance by the Supplier, which must be delivered by the Supplier to the Company before starting the provision of Services to the Company.

1.2 Agreement: The agreement for provision of Services between the Supplier and the Company, which is composed by the applicable Proposal, Purchase Order/s, the Acknowledgement of Acceptance, the Conditions and the Specific Terms.

1.3 Business Day: Each and every day of the week except for: (i) Saturdays and Sundays and (ii) days on which banks are not open to the public at the place of location of Company or the Supplier.

1.4 Conditions: These present Services general purchase terms & conditions provided by Company to the Supplier through <http://www.maxam.net/en/providers>.

1.5 Company: A company of the MAXAM Group that issues and delivers a Purchase Order.

1.6 MAXAM Group: The group of companies directly or indirectly controlled by MaxamCorp Holding, S.L.

1.7 Parties: Company and the Supplier, jointly.

1.8 Party: Each of Company or the Supplier, individually.

1.9 Proposal: the request of proposal or the Services proposal arranged in relation to the provision of Services.

1.10 Purchase Order: A written order or request of Company issued to the Supplier for the provision of Services.

1.11 Services: Any and all works and/or services described in a Purchase Order that Company contracts under the Agreement.

1.12 Services Level: The level of Services which are referenced in the Proposal and/or in the Purchase Order. If a conflict exists between the Services Level referenced in the Proposal and in the Purchase Order, the Services Level referenced in the Purchase Order shall prevail.

1.13 Specific Terms: Specific provision terms agreed in writing between the Parties which could be included as Annex to the Conditions on case by case basis.

1.14 Supplier: The Party to the Agreement who is the provider that delivers the Acknowledgment of Acceptance and provides the Services.

2. GENERAL

2.1 Except as otherwise provided in the Agreement, the Conditions shall apply to, and govern, any and all Purchase Orders and any other agreements between Company and the Supplier with respect to the provision of the Services by the Supplier to Company during the validity of the Agreement.

2.2 No amendment, variation or modification of the Agreement shall be valid or binding unless expressly agreed in writing and executed by authorised representatives of the Parties. If a conflict exists between the Conditions and the Specific Terms, the Specific Terms shall prevail.

2.3 Any term or condition inconsistent with, or different from, or in addition to, the Conditions being proposed, provided, referred to, submitted or otherwise used by the Supplier (as part of the Acknowledgement of Acceptance, offer or quotation, invoice or other instruments) or implied by law, trade custom, practice or course of dealing is hereby expressly rejected and shall not apply and be enforceable regardless the receipt of Supplier's documents containing such terms and conditions.

3. PURCHASE ORDERS

3.1 The Supplier shall acknowledge in writing acceptance or rejection of a Purchase Order within five (5) Business Days from the date of the issuance of the Purchase Order. Upon expiration of such a period without the Company receiving acceptance, the Purchase Order shall be deemed automatically revoked.

3.2 The Supplier consents that any offer of the Services shall not be binding to Company unless Company issues a Purchase Order and the Supplier issues the Acknowledgment of Acceptance.

4. QUALITY TESTS AND INSPECTIONS

4.1 The Supplier shall meet the Services Level.

4.2 The Services shall not be deemed accepted until Company have had reasonable time to inspect and/or test such Services following their provision.

4.3 Company may reject or revoke acceptance of the Services for defects or non-conformance revealed by inspection or test.

5. RECEPTION

5.1 The Services shall require the Company reception for its proper provision. This reception may consist of one or more of the following actions:

5.1.1 At Source: The Services reception shall be required at source when the Agreement includes the implementation or development of any stage or wholly outside the Company facilities. When the Supplier has the Services or part the same prepared for delivery, it must provide a written notice to the person designated by the Company for its reception.

5.1.2 At Destination: The Supplier shall indicate, by the appropriate document to the person designated by the Company, the provision of part or the entire Services through a document by the Supplier, elaborated to record that supply, either by actual reception or sample receipt.

5.2 In case of rejection by the Company of the Services rendered by the Supplier or of part thereof, the Services shall be considered as not made available to the Company, being any delay on the deadlines agreed in the Agreement due to this reason the Supplier solely responsibility.

5.3 The timing of provision is of the essence. Provision dates included by the Company in the Purchase Order and provision times given by the Company to the Supplier for provision of the Services shall be firm and binding and constitute an essential part of the Agreement.

5.4 Without prejudice to any other rights or remedies available to Company at law or in equity, if the Services are not provided on the due date, and do not meet the Services Level and/or any of the standards and obligations arising from the Agreement, the Supplier shall pay to the Company liquidated damages in the amount equal to one per cent (1%) of the price of the Services delayed for every week or fraction of delayed week as from the due performance date.

5.5 Without prejudice to any other rights or remedies available to Company at law or in equity, upon failure by the Supplier to provide the agreed Services, Company is entitled to (i) reject the Services or subsequent attempted provision thereof, or (ii) demand performance, rescind or terminate the Agreement, in whole or in part, without any liability for Company.

5.6 All Services carried out by Supplier pursuant to the Agreement shall be carried out by competent appropriately qualified and trained personnel to the highest standard of the relevant industry.

6. PRICE AND PAYMENT

6.1 The prices of the Services (and any option or rate incorporated herein) shall be fixed in the Purchase Order and are not subject change.

6.2 The prices are exclusive of any sales, use, excise, value-added, or other similar tax applicable to the Services provided pursuant to this Agreement. The Supplier shall be responsible for the payment of all other taxes, duties, levies, imposts or other charges relating to or arising out of the Agreement and the provision of Services by the Supplier to Company hereunder. If and to the extent that Company pays any taxes, duties, levies, imposts or other charges payable by the Supplier, the Supplier shall reimburse such payment promptly upon request. Upon the request of Company, the Supplier shall provide all reasonable assistance to cause the benefit of any credit, rebate, drawback or other recovery, to which Company is entitled to be passed along to Company.

6.3 The prices include any applicable withholding tax, and the amount received by Supplier after deduction of any applicable withholding tax shall be final.

Supplier shall have no right to request any additional payment(s) to compensate for the tax withheld on the prices. The obligation to withhold any tax shall be the exclusive responsibility of the Company. Company shall timely pay the tax withheld to the relevant governmental authority.

In order to apply any tax exemption, reduced withholding tax rate, or other similar tax benefit, Supplier shall provide Company with a tax residence certificate issued by the relevant governmental authority of the Country of tax residence for the purposes of applying the relevant tax treaty. If this certificate is not provided by Supplier on time to the Company, then the Company will apply the withholding tax rate applicable according to the local applicable legislation of its country of residence and not the beneficial reduced tax rate or exemption.

6.4 The price of the provided Services shall be paid by the Company to the Supplier according to the legislation/regulation defined in each country, subject to the receipt of a valid invoice.

6.5 Invoices of the Supplier shall comply with the applicable legislation of the country in which invoice is issued and with Company's reasonable requirements, must be accompanied with relevant supporting documents and must include the Purchase Order number. If the Supplier invokes the application of an agreement for avoiding double taxation according to clause 6.3. above, the Supplier shall provide Company with the corresponding tax residence certificate along with the invoice or promptly thereafter.

If Company is obliged to withhold any taxes from its payments to the Supplier, Company shall, at the Supplier's request, deliver to the Supplier a certificate of withholding, stating the taxes withheld and the sums paid as mentioned in clause 6.3. above at the time at which, according to the legislation of the Company's country of residence, this certificate must be issued by the relevant Government Authority.

7. WARRANTY AND REMEDIES

7.1 In addition to an without limiting the specific Services warranties and guarantees set forth in the Agreement, the Supplier represents, warrants and agrees that (a) Services shall conform to Services Level; (b) the Services shall be of the quality included in the Services Level ; (c) the Services do not, will not, infringe any patent, copyright, design right, trade mark and/or any other intellectual or industrial property right (whether registered or unregistered) of any third person, and that at the date of the Agreement the Supplier is not aware of any action which has been commenced against the Supplier in relation to any infringement or alleged or threatened infringement of any intellectual or industrial property right nor have the Supplier received any notice to the effect that any such action may be commenced; (d) there are no pending or threatened suits, claims, or actions of any type with respect to the Services; and (e) all applicable laws of each jurisdiction in which the Services are provided shall be complied. The foregoing representations and warranties shall survive any inspection, acceptance or payment by Company for a period of twenty-four (24) months as from provision. THE FOREGOING WARRANTIES AND THE WARRANTIES AND GUARANTEES SET FORTH IN THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

7.2 Company shall notify in writing the Supplier of any claim with respect to any breach of the warranties set forth above within thirty (30) Business Days after the defect arises and is discovered by Company and in any event within the warranty period included in section 7.1 above.

7.3 Without prejudice to any other right or remedy available to Company at law or in equity, upon the receipt of the notice under section 0 above, the Supplier shall, at the election and at no cost to Company (including but not limited to travelling, accommodation, labour) and within the period specified by the Company in the notice under section 7.2 above: correct any non-compliant Services. If the Supplier fails to make the necessary correction within the above-mentioned period, Company may arrange for such correction (on its own or through a third party) at the Supplier's risk and cost. Any costs and expenses incurred by Company in connection with the foregoing shall be due and payable by the Supplier immediately.

7.4 All representations and warranties of the Agreement shall survive the expiration or termination of the Agreement to the full extent necessary for their enforcement and for the protection of the Party in whose favour they operate.

8. OBLIGATIONS OF SUPPLIER

8.1 The Supplier when performing the Agreement shall:

8.1.1 comply with: (a) all applicable laws and governmental requirements relating to the occupational health and safety, security, quality and environmental protection rules in force from time to time; (b) Company's relevant occupational health and safety, security, quality and environmental policies, standards and requirements provided by Company to the Supplier through <http://www.maxam.net/en/providers>; and (c) any other special occupational health and safety, security, quality and environment requirements included in the Agreement;

8.1.2 hold and keep in good standing in each applicable jurisdiction all licenses, permits, authorizations and registrations required to be held by the Supplier under applicable laws in order to provide Services to Company, and comply with all laws in each applicable jurisdiction relating to the provision of Services;

8.1.3 follow the principles of the United Nations Global Compact in the performance of its activities under the Agreement.

8.1.4 substantially comply with the ethic rules and principles contained in the code of ethics in force in the Company provided by the Company to the Supplier through <http://www.maxam.net/en/providers>.

8.2 The Supplier shall comply with any applicable data protection legislation as amended from time to time. The Supplier has developed, implemented, and will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to 1) ensure the security and confidentiality of confidential information provided hereunder, 2) protect against anticipated threats or hazards to the security or integrity of such confidential information, 3) protect against unauthorized access or use of such confidential information, and (4) ensure the proper disposal of confidential

information provided hereunder. All Supplier's personnel handling such confidential information provided hereunder have been appropriately trained in the implementation of information security policies and procedures. The Supplier regularly audits and reviews its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to confidential information provided hereunder.

9. CONFIDENTIALITY

9.1 All information supplied by a Party to the other in relation with or pursuant to the Agreement, which is of a proprietary or confidential nature including information on Company's Services, customers, procedures, know-how, trade secrets and/or any other information related to Company's intellectual or industrial property or business, shall be treated as confidential and shall not be disclosed to any third party nor to the other Party's own employees or subcontractors except an employee or a subcontractor of the other Party involved in the performance of the Agreement may have access to confidential information to perform its duties, *provided that* such employee or subcontractor agree in writing to treat such information as confidential in terms no less stringent than those hereunder

9.2 Upon Company's request, the Supplier shall return any drawings, descriptions, specifications, models, constructions, schedules, technical documents and any other business documents provided by Company in connection with the provision of Services.

9.3 The Parties' confidentiality obligations hereunder shall survive the termination of the Agreement.

10. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

10.1 Nothing in the Agreement shall be construed as granting to the Supplier any right, licence or otherwise, whether express or implied, on any intellectual or industrial property rights, including without limitation, copyrights, design, trade secrets, trademarks know-how, patent rights, records, data input and output to and from Company, its affiliates, agents, employees and/or sub-contractors.

10.2 The Supplier shall obtain, at no cost to Company, all necessary licenses and consents to use, or assignments of, any intellectual or industrial property of a third party, and shall not breach the terms of such licenses or assignments. The Supplier shall defend, indemnify and hold Company harmless against all actions, claims, damages, losses, liabilities, costs, or the like in connection with the alleged or actual infringement of intellectual or industrial property rights, provided that: (i) Company shall without undue delay inform the Supplier in writing of any claim made by reasons of alleged infringement of intellectual or industrial property rights; and (ii) the Supplier shall have full authority to defend or settle the claim. If the Supplier fails to promptly act against such claims or actions, Company shall be entitled to take appropriate action, and the Supplier shall reimburse Company for any reasonable expenses in doing so.

10.3 If the Services become subject to actions or claims of infringement of an intellectual or industrial property right, the Supplier shall replace the Services in such a manner that the infringement terminates. The replacement of the Services shall not result in decrease or reduction of functionality or of fitness for the purpose of the Services.

11. LOANED MATERIALS

11.1 All tools, materials and other goods or documents that Company makes available to the Supplier (the “**Loaned Materials**”) shall remain the absolute property of Company and shall be returned to Company immediately upon termination of the Agreement together with any copies or reproductions thereof and any other outcome resulting from the use of the Loaned Materials. The Supplier shall store the Loaned Materials with the care of a good custodian, separately from its own materials and marked as property of Company. The Supplier shall only use the Loaned Materials for the purpose of the Agreement, exclusively for the benefit of Company, and always in accordance with Company’s recommendations of use.

12. TERMINATION

12.1 Save as otherwise provided for in the Conditions, any Party may terminate the Agreement, by a written notice, with immediate effect and without any further obligation or liability, if the other Party causes a breach of its obligations under the Agreement which is not remedied by such breaching Party within twenty (20) Business Days from the date of the breaching Party’s receipt of a written notice of breach sent by the non-breaching Party.

13. INDEMNITY

13.1 The Supplier shall indemnify, defend, and hold Company, its officers, directors, employees, partners, joint ventures, members and agents (as applicable, a “**Company Indemnitee**”) harmless against any claim, suit, proceeding or liability (including reasonable lawyers’ fees) against a Company Indemnitee arising out of or relating in any way to (a) a breach by the Supplier or any its subcontractors of any of the Supplier’s obligations or representations under the Agreement not timely remedied; (b) an allegation that the Services, or any part thereof, furnished hereunder constitutes an infringement of any intellectual or industrial property rights, including without limitation, patent, copyright or trademark; or (c) accidents, occurrences, injuries or losses to or for any persons or property due to or resulting from, in whole or part, the design, preparation, manufacture, processing, treatment, construction, completion, provision of the Services by the Supplier or any its subcontractors.

13.2 Company agrees to indemnify, defend and hold the Supplier, its officers, directors, employees, partners, members, and agents (as applicable, a “**Supplier Indemnitee**”) harmless against any claim, suit, proceeding or liability (including reasonable lawyers’ fees) against a Supplier Indemnitee arising out of or relating in any way to a breach by Company of any of its obligations or representations under the Agreement not timely remedied.

13.3 The Company Indemnitee or Supplier Indemnitee (as applicable, the “**Indemnified Party**”) shall give the other Party (the “**Indemnifying Party**”) prompt written notice of any claim made pursuant to the foregoing indemnifications (as applicable, a “**Claim**”), including any or expect to lead a Claim. The Indemnifying Party shall have the responsibility of contesting, defending, litigating, settling or satisfying any Claim made against the Indemnified Party. The Indemnified Party shall have the right to be represented by separate counsel at the Indemnified Party’s expense in connection with any such Claim. The Indemnifying Party shall not settle any such Claim without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld.

14. INSURANCE

14.1 Without prejudice to its responsibility under the Purchase Order and/or Agreement, which shall not be limited by this clause, the Supplier shall subscribe and maintain at Supplier’s expense and during the Purchase Order with companies of renowned financial solvency, the insurances listed herein below. The amounts of such insurances will not be lower than those mandatory as per the current laws and will be fixed in Euro per occurrence in the Specific Terms:

14.1.1 Third Party Liability Insurance.

14.1.2 Construction All Risk insurance when the service contracted is regards to the construction of any facility.

14.1.3 Automobile Liability Insurance if automobiles and automotive equipment are used by Supplier for the performance of the services.

14.1.4 Any other compulsory insurance.

14.2 Supplier shall, prior to the beginning of the execution of the Purchase Order, furnish to the Company a certificate of insurance subscribed.

14.3 The Supplier, on its own exclusive responsibility, shall oblige its subcontractors to comply with the Supplier’s liability cover and insurance requirements. Such measures shall not exempt the Supplier from its liability towards the Company.

14.4 All insurance shall be primary, without right of contribution by any insurance carried by Company.

14.5 In any case, the Company shall never be responsible for limits, deductibles or limitations in the terms and conditions of the Supplier’s policies.

15. NO MINIMUM VOLUMEN OR EXCLUSIVITY

15.1 Nothing in the Agreement shall be construed as obligating Company to request or acquire any specified volume or minimum level from the Supplier.

16. PUBLICITY/USE OF COMPANY DISTINCTIVE SIGNS

16.1 The Supplier shall not advertise or publish any information related to the Agreement or relations between Company and the Supplier without Company's prior written consent.

16.2 The Supplier shall not have the right, without Company's prior written consent, to use trademarks, logos or any other distinctive signs (the "**Distinctive Signs**") of Company or the Maxam Group. If Company gives such consent, the Supplier shall always comply with instructions of Company when using the Distinctive Signs.

17. ASSIGNMENT/INVOLVEMENT OF THIRD PARTIES

17.1 The Agreement may not be assigned by any Party without the prior written consent of the other Party; *provided, however, that* no such consent shall be required if such assignment is to a person that is (a) the acquirer of substantially all of the assets of the assigning Party; or (b) an entity that controls, is controlled by, or is under common control with, the assigning Party.

17.2 The Supplier shall not have the right to subcontract the performance of its obligations under the Agreement without the prior written consent of Company. If Company gives its consent, the Supplier shall remain jointly and severally responsible and liable for performance of the Agreement for the actions and omissions of a subcontractor.

18. CHOICE OF LAW AND JURISDICTION

18.1 Any matters relating to the execution, validity, interpretation and performance of the Agreement shall be governed by applicable law of Company's place of incorporation. The UN Convention on Contracts for the International Sale of Goods of 1980 shall not be applicable herein.

18.2 The Parties shall attempt, in good faith, to promptly resolve by negotiation any dispute arising out of or relating to the Agreement within ten (10) Business Days from the date on which the aggrieved Party notifies in writing to the other Party of the existence of the dispute. If the dispute has not been solved at such negotiations, the Parties hereby irrevocably agree to submit the dispute to a court of the city where Company has its place of incorporation.