

GENERAL PURCHASING CONDITIONS FOR THE FICOSA INTERNATIONAL GROUP

1. TERMS AND CONDITIONS

- 1.1. These general purchasing conditions (the "**General Conditions**") establish the terms, clauses and conditions that shall apply to all purchases and contracts for goods and services by any of the companies of the Ficosa International Group ("**FICOSA**").
- 1.2. The General Conditions are made available to the supplier of goods or services (the "**Supplier**") since they have been published in FICOSA's website www.ficosa.com.
- 1.3. The General Conditions constitute an entire agreement between FICOSA and the Supplier. The General Conditions shall govern their relationship in general and replace any prior agreements and declarations, oral or written, between the parties on this subject. These General Conditions may be complemented by specific conditions. Should any discrepancy exist between the General Conditions and the specific conditions, the latter shall prevail.
- 1.4. The Supplier acknowledges and accepts that (i) the relationship with FICOSA is NOT exclusive; (ii) volumes are not warranted by FICOSA; and (iii) Supplier's compliance with these General Conditions is essential for FICOSA.
- 1.5. Ficosa has an internet platform for suppliers called FPSS (Ficosa Purchasing System Software) that is to be used for the different Purchasing Processes: Supplier Registration, Offers, Assignments, Quality and Service incidents management and Suppliers Development

2. ORDERS. ACCEPTANCE

- 2.1. Purchase orders sent by FICOSA are purchase offers that can be accepted by the Supplier within [10] days from the date in which the offer is made, unless expressly provided otherwise (the "**Acceptance Period**").
- 2.2. If the offer is not accepted within this acceptance period, the purchase order will be automatically revoked, unless FICOSA resolves to revive it sending a written notice to the Supplier. FICOSA is entitled to revoke purchase orders at any time within the Acceptance Period if Supplier has not duly accepted the relevant order yet.
- 2.3. The purchase orders will be deemed accepted by the Supplier upon:
 - (a) receipt by FICOSA of the relevant order signed by the Supplier within the Acceptance Period;
 - (b) receipt by FICOSA of notice and documents evidencing shipment of the goods specified in the relevant order; or
 - (c) performance of the services specified in the relevant order.
- 2.4. Accepted purchase offers (amount, quality, price, costs, risk of loss, delivery dates, energetic performance, etc.) shall be binding on the Supplier in all its terms.
- 2.5. Acceptance of the purchase orders imply acceptance of the General Conditions and, where applicable, of the specific conditions.
- 2.6. A Purchase Order does not constitute an acceptance by Ficosa of any offer or proposal by Supplier, whether Supplier quotation, acknowledgement invoice, or otherwise.

3. COSTS AND PRICE

- 3.1. Unless stipulated otherwise, prices agreed are [Delivered Duty Paid (DDP – Incoterms® 2010)]. The Supplier is solely responsible for any and all expenses, costs, customs charges, taxes, tariffs, duties, insurance charges, handling, packaging, storing, loading, transporting, unloading, delivering, inventorying and other costs related to the delivery of the goods or the performance of the services, unless otherwise provided in the relevant order.
- 3.2. The price will be stated in the offer. The price will be comprehensive and includes all expenses and costs listed under 3.1 above. Agreed prices are not subject to increase for any reason including, *inter alia*, increases in raw material or component costs, labor costs, or overhead costs. However, the agreed prices may be subject to mandatory decreases if so provided in the purchase order.
- 3.3. All prices are VAT excluded, unless expressly provided otherwise.
- 3.4. Any benefit or credit resulting from an order, such as trade credits, export credits, customs duty refunds, tax discounts, rebates, etc., pertain to FICOSA unless otherwise specified on the order.
- 3.5. The Supplier undertakes to reduce their products' price in the case of reductions in rates, customs duty or similar applied to such products. The referred reduction of the price shall match with the one caused in the applied rate.

4. DELIVERY OF GOODS

- 4.1. All goods must be properly packed, marked and shipped as required by FICOSA in writing. It is particularly important that each individually packed unit be identified with an Odette label. The Supplier will be responsible for any expenses incurred by FICOSA resulting from inadequate packing, marking or shipping.
- 4.2. All packing materials must be recyclable, returnable or disposable. The Supplier, at its own expense, will be responsible for clearing returnable containers and removing or modifying any identifying labels.
- 4.3. Time is of the essence. All goods must be delivered within the scheduled delivery deadlines. Shipment and delivery must be made in the amounts, place, date and time specified in the order.

- 4.4. Delivery date is determined by the date of receipt of the goods in the place stated in the relevant order.
- 4.5. If the purchase order establishes a period of time when goods shall be delivered, the Supplier shall not stop supplying parts until the end of such agreed period. In case of breach, the Supplier will be the responsible for all damages caused to FICOSA and/or FICOSA's customers.
- 4.6. [If the term of the supply relation is not defined in the purchase order, the Supplier shall keep supplying goods to FICOSA for a minimum period of 6 months. This 6-month period can be extended or reduced at FICOSA's option. During this period, FICOSA will be entitled to find an alternative source of supply. In such event, the Supplier shall cooperate and shall do its best efforts in order to facilitate the supplier change in the fastest and most efficient way.]
- 4.7. After serial end of production the Supplier must be able to supply service parts for a period of 15 years after the end of production. The piece price during the first 5 years after End of Production will be the same as the serial price, except any adjustment that might be justified due to differences in packaging or logistic costs.
- 4.8. [If the deadlines, quality or quantity terms of the order cannot be met, the Supplier must notify FICOSA in writing within 24 hours from receipt of the delivery schedule. Such written notification shall not release the Supplier from its liability for any expenses, damages and costs sustained by FICOSA and/or FICOSA's customers as a result of such breach, including administrative costs or expenses.]
- 4.9. If, because of an act or omission of the Supplier, there is a risk that the qualitative and/or quantitative requirements and/or delivery dates cannot be met, the Supplier will be responsible for sending the right products within a term determined by FICOSA, at its own expense, notwithstanding the Supplier's liability for the delay, defective materials or failure to deliver all or part of the goods.
- 4.10. The Supplier shall take all corrective actions at its own expense with respect to the plants where the products are to be used, not to the intermediate warehouse. For example, goods shipped to replace defective goods must be shipped to the plant which will use the product, regardless of its geographical location.
- 4.11. In the event of delays or any other problem arising when the products or materials are delivered to intermediate warehouses or destination points other than final destination, the Supplier shall take the appropriate corrective actions to comply with its obligations, regardless of where the goods are located (urgent shipping of a new goods to the final destination, for example).

5. DOCUMENTATION

- 5.1. The Supplier shall include a numbered delivery note with each shipment showing the place where the product is to be delivered. If required by FICOSA, the Supplier will enclose specific certifications along with the shipments.
- 5.2. In international shipments, the Supplier shall include an invoice with prices (if required) along with the delivery note, and any other documentation required for exportation from the Supplier's country and/or for importation into FICOSA's receipt country. The country of origin of the materials used in the components and the value added tax (VAT) for each country shall also be indicated.
- 5.3. All the documents sent by the Supplier regarding the goods shall be written in the language of the destination country or in English, except as otherwise provided in the order.

6. TRANSFER OF RISK. OWNERSHIP

- 6.1. The Supplier bears all risks of loss or of damage to the goods until the goods are received by FICOSA at the place to which the goods are to be delivered in accordance with the order.
- 6.2. Except as otherwise agreed in writing, all materials, tools, molds, gauges, or specific equipment provided to the Supplier by FICOSA or made by the Supplier and billed to FICOSA are and shall remain exclusive, non-distrainable and inalienable property of FICOSA.
- 6.3. The Supplier shall store and maintain all property in a sheltered location. The molds, tooling and the rest of the tools will be clearly marked to indicate exclusive ownership as follows:
 - (a) Property of FICOSA;
 - (b) Property of the relevant customer; or
 - (c) Property of the Supplier.
- 6.4. All molds or tools used in the production process or which have a direct impact on quality or delivery shall be continually checked and inspected by the Supplier to guarantee that they remain in perfect operating condition. The molds and tools maintenance shall be done by the Supplier and at its own expense.
- 6.5. The Supplier shall assume the risk of loss or deterioration of such materials, tools, molds, gauges, and/or specific equipment while they are under direct or indirect possession or under its responsibility. The Supplier shall insure them accordingly against the risk of loss, theft, or any other type of damage, being FICOSA the beneficiary of such insurance policy.
- 6.6. Upon FICOSA's request, the Supplier shall immediately return FICOSA's property, correctly packed and marked. The Supplier shall cooperate with FICOSA in moving the goods owned by FICOSA out of the Supplier's facilities.
- 6.7. Disposal of Tools done by Supplier requires previous written instructions from FICOSA. It is FICOSA responsibility to make sure there are no third parties rights over the asset.

7. INVOICING AND PAYMENT

- 7.1. Supplier's invoices and/or advance shipping notices for goods must include the purchase order number, quantity of pieces in the shipment, number of cartons or containers, Supplier identification, and bill of lading number.
- 7.2. Payment shall be made according to the terms individually agreed / Supplier's invoices will be payable depending upon the date of receipt of both (i) conforming goods and (ii) the Supplier's bona fide invoice

- 7.3. Unless otherwise agreed all invoicing will be made through electronic data interchange and all payments will be made by electronic funds / wire transfers. If a payment date falls on a non-business day, payment will be made on the following business day.
- 7.4. In case of premature shipments, payment will be made according to the agreed delivery date.
- 7.5. In case of defective deliveries, FICOSA shall be entitled to withhold payment pro rata to the value until the defective goods have been replaced.
- 7.6. The Supplier shall not be entitled to assign his receivables to third parties or to have such receivables collected by third parties without the written consent of FICOSA, which shall not be unreasonably withheld. In the event of an extended retention of title, agreement to resale is assumed to have been given.
- 7.7. FICOSA's payment of any invoice does not constitute (i) final acceptance of the goods; (ii) a waiver of rights for any breach of the Supplier; and/or (iii) a waiver of any rights of FICOSA to reject the Goods. Any waiver by FICOSA of any breach by the Supplier in one occasion will not constitute a precedent and thus preclude FICOSA from seeking any recovery from the Supplier.

8. PRODUCTS SPECIFICATIONS. QUALITY

- 8.1. All product's specifications, including materials and components, must be approved by FICOSA prior to production manufacturing by the Supplier. The Supplier shall obtain approval in writing prior to commencing production manufacturing. Otherwise, the Supplier shall be responsible for all expenses, damages and related costs.
- 8.2. The Supplier must be ISO and must provide FICOSA with written evidence of the most recent certification renewal. FICOSA specially appreciates and promotes ISO TS 16949 / IATF 16949, OSHAS and ISO 14001 from their suppliers, so being aligned with the rest of the industrial sector. Furthermore, FicosA has a Supplier Quality Manual that should be strictly followed by all suppliers.
- 8.3. The Supplier accepts, acknowledges and undertakes to comply with internal procedures of FICOSA, unless such procedures conflict with the laws of the country where the goods are to be delivered or the country of the Supplier. These procedures, which are provided in a separate document and published at FPSS, are an inseparable part of these General Conditions. The Supplier hereby acknowledges having been provided with a copy of the aforementioned procedures and has fully understanding of the contents of the same.
- 8.4. These procedures may be modified and updated form time to time by FICOSA. In such event, the Supplier shall be responsible for complying with the updated procedures upon notification by FICOSA.
- 8.5. FICOSA is entitled to visit the Supplier's facilities to inspect documents, records, facilities, products, materials and any of the FICOSA's property related to any of the obligations resulting from an order.
- 8.6. The Supplier must offer a customer service of properly trained technical personnel (unless relieved of this obligation by FICOSA in writing). This service must be capable of satisfying FICOSA's needs and must be available 24 hours a day, including weekends and holidays, providing different telephone numbers for FICOSA.

9. PRODUCT INSPECTION. NOTIFICATION OF DEFICIENCIES

- 9.1. The Supplier acknowledges that FICOSA is not obliged to inspect the goods upon reception and waives the right to request FICOSA to run such inspections. Therefore, even if the goods are not inspected by FICOSA, or even if FICOSA has not complained or has accepted such goods, the Supplier shall not be released from any type of liability for the defective product or service.
- 9.2. The Supplier must ensure the quality of the goods. The quality shall be as required on each product specification and/or quality standard as well as on the demands derived from any applicable normative and guarantees granted. The goods must be delivered with "zero defects". The Supplier undertakes to apply its quality system exhaustively to guarantee the manufacture and delivery of quality products and services.
- 9.3. Notwithstanding with the preceding sections 9.1 and 9.2, FICOSA will have the right to reject, return or stop the delivery of goods which are not adjusted to the established warranty and specifications, including drawings, specifications, standards, Special Characteristics (SC's) definition, master samples, applicable normative, etc.; even if the non-conformity is not detected until intermediate stages of production, final product or assembly of the product in the facilities of any FICOSA's customer.
- 9.4. The Supplier shall remain liable for any expenses and damages arising out or resulting from these non-conformities or quality defects.
- 9.5. However, at the moment FICOSA rejects, return or hold any good that do not meet the established specifications, the quantities involved are automatically reduced and accounted as non-delivered. Only conforming goods (i.e. goods in perfect conditions and fulfilling the quality requirements) will be considered as delivered goods).
- 9.6. In the event of quality defects or non-compliance with whichever given warranty, FICOSA shall be entitled to request from the Supplier (i) replacement of the defective goods, at no cost to FICOSA; or (ii) the cost of reworking and/or repairing the defective goods (either FICOSA itself or a third party subcontracted for these purposes). Any expenses incurred by FICOSA for defective or non-conforming goods shall be borne by the Supplier. FICOSA will be entitled to offset any outstanding amounts of whatsoever nature payable by FICOSA to the Supplier to cover these costs and expenses.
- 9.7. In the event of a quality problem (non-conformity), FICOSA expects immediate contention actions from its suppliers to protect both FICOSA and FICOSA's customers against receiving defective goods. In such cases of delivery of defective products, the Supplier will receive a non-conformity notice from FICOSA stating the defect found in the delivered goods. Upon receipt of this notice, the Supplier will carry out a detailed analysis about the defects found in the parts and will answer to the form describing clearly and accurately the root cause of the non-conformities, as well as detail the corrective actions needed to solve the found quality defects. The answer reaction and response times will be determined by the seriousness of the non-conformity and will be specified in the report. All of this notwithstanding the Supplier's obligation to indemnify FICOSA for the damages sustained as a result of delivering defective products, which do not comply with the warranties, standards and instructions, or material that does not meet quality requirements.

- 9.8. In cases of defective products or without the required quality, FICOSA will be entitled, at Supplier's cost, to adopt the following specific contention systems:
- (a) Contention I: Unitary selection, checking and identification (by the Supplier) of 100% of the product suspected of being non-conforming, through the implementation and acceptance by the Supplier of definitive corrective measures. If further non-conformities are found subsequent to the commencement of Contention I (that is, products identified and checked by unit that, in spite of it, they are still non-conforming) they may go on to the Contention II.
 - (b) Contention II: Unitary selection, checking and identification (by an external company other than the Supplier and approved by FICOSA with charge to the Supplier) of 100% of the product suspected of being non-conforming, through the implementation and acceptance by the Supplier of definitive corrective measures.
- 9.9. The Supplier undertakes to keep a stock of products on hand at its facilities in the quantities and with respect to the materials determined by FICOSA in order to ensure continuous supply

10. SUPPLIER'S COVENANTS AND WARRANTY. INDEMNITY

- 10.1. The Supplier undertakes to keep its product competitive in terms of price, technology and quality in relation to market standards during the term of the supply. If, after a reasonable period of time, FICOSA considers that the product is not competitive, FICOSA will inform the Supplier. FICOSA and the Supplier will implement a cost reduction program to enable the Supplier to bring the price down to the market level. If this goal cannot be achieved, FICOSA reserves the right to obtain these components from another supplier, in which case the Supplier will not be entitled to any indemnity of any kind.
- 10.2. The Supplier ensures that, during the warranty period, the products and/or tools (i.e. molds, tooling, etc...) shall:
- (a) adapt to the specifications, drawings, samples, instructions and normative given by FICOSA;
 - (b) comply with any normative from the countries where the products are going to be produced and/or used;
 - (c) be able to be traded and will not infringe the rights of industrial or intellectual property of third parties;
 - (d) be free from design defects insofar as the design concerns to the Supplier;
 - (e) be free from defects in materials, production, work and/or rework; and
 - (f) properly comply the entrusted functions for the car or the system.
- 10.3. The Supplier warrants FICOSA that the goods supplied are free from liens and encumbrances in favor of any third party.
- 10.4. The current warranty is extended along the period of time indicated in the purchasing order specifications or, lacking that, along a 3 years term after the delivery of the product.
- 10.5. In all cases where FICOSA offers its clients a longer warranty period, the Supplier shall assume such a period and accept the dates determined by the end customer as the starting and ending dates of the warranty period. It will be required to the Supplier the assumption of the new warranty period, as a consequence of the exposed on this paragraph, regarding the parts delivered from the Supplier's notification date on.
- 10.6. The warranty period for repaired or substituted goods shall be the same period than the initial warranty.
- 10.7. The previous paragraphs related to the warranty shall be of application even in the case the Supplier has stopped delivering the product or service, has stopped being a supplier, the contract has been considered terminated between FICOSA and Supplier or the delivery of the production has been stopped by any reasons or causes not defined on these purchasing conditions.
- 10.8. The right of FICOSA to claim to the Supplier in relation to a defect covered by the warranty will be effective even if FICOSA had accepted any product or part of it.
- 10.9. Without prejudice to the provisions of section 9 above, the Supplier shall indemnify, pay all costs and expenses and hold FICOSA harmless from any costs associated with product recalls followed as a consequence of defects in products attributed to Supplier's fault or carelessness.
- 10.10. The Supplier shall hold FICOSA harmless from and indemnify FICOSA for any expenses, charges or encumbrances arising from its failure to comply with its contractual obligations to any third parties, including without limitation its suppliers, contractors, employees, agents or any legal or natural person.
- 10.11. The Supplier shall hold FICOSA harmless from and indemnify FICOSA for any liabilities or injuries and will compensate FICOSA for any and all losses, financial guarantees, costs, damages or expenses incurred by FICOSA as a result of any claim or action against it as arising from the purchase, use or sale of the goods supplied by the Supplier. The Supplier shall therefore be held solely liable for the damages caused to any third parties or their property, or the claims made by the same in relation to and/or arising from any goods supplied by the Supplier.

11. INSURANCE

- 11.1. The Supplier shall take and maintain, at its sole expense, a policy covering at the very least:
- (a) the liability derived from a breach of the Supplier's obligations to FICOSA. This may include but is not limited to covering the damages derived from defects; late delivery; damages associated with incomplete deliveries; damages to tools, molds and other property of FICOSA, bodily injury and property and personal damages derived from the supply of defective materials and, in short, any charge which can be substantiated by FICOSA to the Supplier associated with product non-conformities, product rejections or returns as a result of non-compliance with specifications, standards, designs, drawings and FICOSA's instructions in general, etc.
 - (b) risks to merchandise, machinery and materials which were in its hands or under its responsibility, such as fire, flood, explosion, civil commotion, natural disasters of any kind, loss or theft of material, etc. The insurance policy will also cover the objects, tools or merchandise owned by FICOSA or FICOSA clients but located in the Supplier's premises.
 - (c) property damages to the merchandise during or as a consequence of being transported, regardless of the means of transport.

11.2. The Supplier undertakes to make provisions for interruptions in its electricity, gas and water service, so that any damage sustained by FICOSA due to late or lack of delivery, material defects, etc. as a consequence of such interruptions shall be attributable to the Supplier.

11.3. The insurance policy shall stay in place as long as commercial connections exist between FICOSA and the Supplier.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY

12.1. The Supplier guarantees that the products sold (used individually or in a combination) and, in such a case, the service provided, do not infringe any patent, utility model or industrial secret or whichever other rights of industrial or intellectual property of a third part, and accepts and undertakes to indemnify FICOSA, its heirs and clients for any claim, lawsuit, expense and, in general, any damages and costs derived from the infringement of such rights.

12.2. The Supplier undertakes to ensure that the parts manufactured on the basis of the FICOSA's standards, drawings, instructions and/or specifications may not be used by the Supplier for its own use or sold to third party individuals or legal entities without the express written consent of FICOSA. FICOSA does not transfer to the Supplier the Intellectual Property rights of the goods manufactures following its directions and models, and the Supplier may not use the same other than to produce and supply goods to FICOSA.

12.3. Unless otherwise provided in writing, the current General Conditions do not involve any kind of release, license of rights, sublicense or transfer of use or property in favor of the Supplier or third parties regarding the patents, utility models, know-how, trademarks, and the rest of the industrial or intellectual property rights belonging to FICOSA or of which it has rights to use.

12.4. Every work result, including any kind of inventions, which come up as a consequence of the supplying relations will be property of FICOSA, which shall be exclusive right to use, to market and to exploit such results or inventions in its' own way.

12.5. FICOSA will be the only organization legitimized to request patents or utility models in the whole world with regard to whichever inventions or results come up as a consequence of the supply execution.

12.6. The Supplier shall not carry out any action nor shall it adopt any measure which may affect the validity of the industrial and intellectual property rights of FICOSA and undertakes to refrain from registering or seeking the registration, in its name or in the name of any third party, of any trade name, domain name, trademark, symbols or other distinctive signs which are similar to those of FICOSA or which may cause confusion with the activity, services, products or establishment of FICOSA.

13. TERMINATION

13.1. Termination for cause. FICOSA is entitled to immediately terminate all or any part of each purchase order, without any liability form FICOSA to the Supplier if the latter:

- (a) does not comply with applicable laws and regulations;
- (b) breaches any term of the General Conditions;
- (c) repudiates, breaches or threatens to repudiate or breach any of the terms of the purchase order including, without limitation, the warranties provided in the General Conditions;
- (d) fails to perform or deliver the goods as, where and when specified by FICOSA;
- (e) fails to provide FICOSA with evidence of having contracted or timely pay for adequate and reasonable assurance, as established under section 11 above;
- (f) becomes insolvent or upon filing of a petition initiating insolvency proceedings; or if Supplier gets dissolved, liquidated or ceases in its business activity; or if Supplier transforms its legal status;
- (g) changes of control without the prior consent of FICOSA, where 'control' means the power to run the company and/or govern the financial and operating policies of the Supplier, irrespective of the relevant stake at Supplier's share capital;
- (h) assigns all or part of the contract with FICOSA without prior written consent from FICOSA.

13.2. Termination for convenience. FICOSA is entitled to terminate all or any part of the purchase order at any time and for any reason by giving written a [3]-month written notice to the Supplier.

13.3. The relationship between the parties can also be terminated by mutual agreement between FICOSA and the Supplier.

13.4. Upon termination of the purchase-supply relationship, the Supplier shall, unless otherwise directed by FICOSA:

- (a) take all necessary steps to protect FICOSA's property under its possession
- (b) finish all the orders that are accepted by FICOSA as pending and binding upon termination.
- (c) immediately suspend all works related to any purchase order that has not been accepted or has been revoked by FICOSA upon termination, unless as instructed otherwise by FICOSA.
- (d) cooperate with FICOSA to avoid any disruption or inconvenience caused to the production, and to ensure the production will be smoothly transferred to other suppliers.
- (e) transfer all goods, tooling, work in course and raw material in its possession to FICOSA, at Supplier's expense.

14. COMPLIANCE WITH LEGISLATION , BUSINESS ETHICS AND ANTI-CORRUPTION

- 14.1. The Supplier and any products or services supplied by it shall comply, at the Supplier's expense, with all laws, regulations, codes, conventions, ordinances or guidelines applicable to the destination countries where the product is going to be produced and/or used, or related to the production, labeling, transportation, importation, exportation, approval and certification of products or services, including but not limited to those related to environmental issues Directive of ELV, REACH (Registration, Evaluation, Authorization and Restriction of Chemicals), CLP/GHS (Classification, labeling and packaging of substances and mixtures) and the Dodd-Frank-Act in respect to Conflict Minerals (gold, tin, tantalum and tungsten sourced from conflict regions as the Democratic Republic of Congo and adjacent countries), labor laws in general, working hours and employment conditions, workers' rights, employment benefits, subcontractor selection, Health, Safety and Environmental regulations, safety of vehicles and facilities , etc.
- 14.2. The Supplier shall obtain all necessary approvals, licenses, permits and/or authorizations required for the supply of the goods or provision of service under the laws and regulations of the relevant jurisdictions involved in the manufacturing, transportation, delivery and receipt of the goods.
- 14.3. Organic Law on Personal Data Protection: In compliance with the local provisions in force regarding personal data protection, it is required that the personal data exchanged during the business relationship will be processed, with the purpose of maintaining the contractual relationship. The basis for processing the data is the correct execution of the agreement. Such data are necessary, so that if not facilitated it will not be possible to create the desired relationship between the parties. The data will be kept as long as the commercial relationship is maintained and its removal is not requested and in any case in compliance with statutory deadlines applicable to it. No data will be transferred to third parties nor will international transfers of data be made, except for legal obligation. Interested parties may exercise their rights of access, rectification, suppression, portability and limitation or opposition by writing to the parties Local Human Resources Department. Likewise, interested parties have the right to complain to the Local Control Authorities.
- 14.4. The Supplier is aware of and undertakes to respect the firmest commitment of FICOSA to carry on its activity in accordance with the highest standards of integrity, ethical conduct and compliance with the law as currently in force
- 14.5. The Supplier undertakes to comply with all relevant regulations and standards and specially with local and international anti-corruption law in addition to FICOSA's Code of Ethics. The service provider shall refrain from promoting, participating in or collaborating with any action that could infringe said regulations. For these purposes, the supplier acknowledges that it has been duly informed of the content of the Code of Ethics approved by the Board of Directors of FICOSA, which sets out the ethical values, principles and standards on which are based both the company's activities and those of its employees, executives and directors.

The Parties agree that the fulfilment by the Supplier of the undertakings given in this clause, in addition to the compliance with FICOSA's code of ethics by the Supplier, constitutes an essential condition for the satisfaction of FICOSA's interest in this contractual agreement. Therefore, failure by the Supplier to honour that undertaking shall constitute an essential breach of this contract.

15. CONFIDENTIALITY

- 15.1. The Supplier shall keep all information received from FICOSA strictly confidential and undertakes not to reveal the information to third parties, except with the FICOSA's written consent. The Supplier also undertakes to notify its employees of this obligation and shall be liable for any breach of this non-disclosure obligation committed by its employees.
- 15.2. The Supplier further undertakes not to use the information received from FICOSA for purposes other than the correct compliance with and execution of its relationship with FICOSA. The Supplier also undertakes to notify its employees of this obligation and shall be liable for any breach of this non-disclosure obligation committed by its employees.

16. ASSIGNMENT

- 16.1. The Supplier is not entitled to assign the rights and obligations under the purchase order without FICOSA's prior written consent. The assignee must comply with the General Conditions and the specific conditions, as the case may be, ensuring quality standards and timely and appropriate delivery. The Supplier is responsible to provide the General Conditions and all agreed terms to the assignee.
- 16.2. FICOSA is entitled to fully or partially assign its rights and obligations under the purchase order without Supplier's consent, as long as the terms and conditions of the purchase order are not substantially modified.

17. CHANGES

- 17.1. FICOSA may introduce changes to its purchase orders at any time, notifying the Supplier in written form (e.g. written letter or fax), or text form (e.g. e-mail). All such modifications will be effective upon receipt of the notice by the Supplier and may include changes, amongst others, in (i) drawings, designs, specifications, engineering levels, materials; (ii) shipping or packaging methods; (iii) change of delivery time and location; and/or (iv) control and evaluation systems, etc.
- 17.2. The Supplier must justify and notify FICOSA if the modification may affect the price or delivery time of the product. If objectively such increase in the price or delivery time is duly justified by the Supplier, the parties will negotiate in good faith a balanced adjustment regarding to the price (higher or lower) or any other appropriate adjustments as a consequence of the change.
- 17.3. The Supplier may not introduce any adjustments, modification or change of any type, including economic, technical, delivery and the rest of conditions, without prior written consent of FICOSA.
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18. SEVERABILITY

- 18.1. The illegality, invalidity or nullity of any of the clauses in the General Conditions will not affect the validity of the rest, provided the parties' rights and obligations are not affected in a substantial manner. Such clauses will be replaced or construed with other provisions of the General Conditions that are valid and have the same aims as those that are replaced.

19. SOCIAL RESPONSIBILITY

- 19.1. In addition to all applicable laws and regulations to be observed by the Supplier, it is also Supplier's obligation to respect social responsibility duties, specially but not limited to requirements based on Universal Declaration of Human Rights (UDHR) proclaimed by the United Nations General Assembly in Paris on 10 December 1948 and International Labor Organization (ILO) conventions proclaimed to respect employees' rights, age and working hours limits, etc.

20. FORUM AND APPLICABLE LAW

- 20.1. The Parties agree to submit all conflicts regarding the interpretation and/or application of purchase orders to the courts of the city where the FICOSA company which is party to the order purchase has its domicile, waiving any jurisdiction to which they may otherwise be entitled.
- 20.2. The parties agree that the law of the forum shall apply to the relevant dispute.