



PRESSPART MANUFACTURING, S.A.
GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

1. Scope

These General Conditions of Purchase of Products and Services (“**GT&C**”) shall apply to the purchase of (i) any goods and materials, including, without limitation, products, parts or components specifically developed or customized and deliverables resulting from a service and (ii) any services, as defined below.

The GT&C apply to all current and future business relations with the Supplier for the purchase of goods and services by Presspart Manufacturing, S.A. (“**Buyer**” or “**Presspart**”), even if not explicitly referred to.

Standard terms of the Supplier shall not apply unless Presspart expressly consents thereto in writing. The GT&C also apply where Presspart, having knowledge of conflicting or deviating terms of the Supplier, accepts the goods or services without reservation.

This GT&C does not constitute any commitment from Buyer and its Affiliates to actually purchase services or products from Supplier.

2. Definitions

- a. “**Applicable Laws**” refers to any and all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments or instruments, (ii) requirements, regulations or industry practices, and (iii) codes of practice, policies and decisions of any relevant regulator, which may from time to time be in force in Spain and be relevant to any rights or obligations under the Contract Documents.
- b. “**Affiliate**” means any company or entity that directly or indirectly controls, is controlled by, or is under common control with, a Party of this GT&C.
- c. “**Background IPR**” means any IPR that is owned or held by either Party prior to the effective date of the relevant PO or URS, or that is independently developed by a Party which is not derived from the agreed Services or Deliverables.
- d. “**Basic Agreement for Presspart Supplier Qualification**” means a series of basic agreements (confidentiality agreement, honesty and integrity commitment, corporate social responsibility statement, electronic information exchange agreement, product supply quality, and environmental protection requirements) signed by Supplier with Presspart during the certification phase, which set forth Presspart's management requirements and related guidance to Supplier.
- e. “**Certificate of Analysis**” means a document attesting the Products sold by Supplier have undergone specific testing with specified results agreed by the Parties and/or required by any official authority for being legally usable by Supplier.
- f. “**Confidential Information**”
“Confidential Information” means the Confidential Information defined in the Non-Disclosing Agreement concluded by both Parties and all other information that shall be treated as confidential information as stipulated in relevant clauses in this GT&C.
- g. “**Contract Documents**” means this GT&C together with any other supplementary agreement/ agreement amendment or any framework agreement entered with a relevant Supplier, and the PO and the URS, if any.



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- h. **"Customer"** means Presspart's customers.
 - i. **"Change"** means any change in the content of a PO and/or of an URS as required or directed by Buyer.
 - j. **"Deliverables"** means items specified in a PO and/or in a URS to be delivered on or before the delivery date, including all materials, documents, ideas, communications, software, data, tools, processes, designs, products, works of authorship or other information in whatever form or medium prepared or produced by Supplier or by any person involved with performing Services for Buyer on Supplier's behalf.
 - k. **"Intellectual Property Right"** (IPR) means any and all (1) copyright, trademarks, trade names, domain names, and goodwill, designs and patents associated with trademarks or trade names; (2) rights relating to innovation, know-how, trade secrets, confidential technologies, and technical and non-technical information; (3) personal rights, the right to mask work, the right of authorship and the right to publish; and (4) other industrial property rights, exclusive rights and IPR-related rights that existed before or after the effective date of this GT&C, and all subsequent renewals and extensions of those rights, whether or not such rights have been registered with a competent authority in accordance with relevant laws.
 - l. **"Presspart Property"** means any information or assets owned or controlled by Presspart, including but not limited to equipment, materials, tools, object codes, data, drawings, specifications or other documentation.
 - m. **"Products"** means products, items, equipment, components, materials, hardware, software, other tangible or intangible goods and services related to the Products described in a PO and/or in a URS or any additional document and provided by Supplier to Presspart.
 - n. **Purchase Order ("PO")** means the authorization document issued by Buyer to Supplier for Supplier to provide Products and/or Services under this GT&C containing their quotation and URS. Supplier shall within five (5) Working Days after having received the PO either confirm or reject the PO. If Supplier has neither confirmed nor rejected the PO within the said time period, Supplier is deemed to have accepted the PO.
 - o. **"Services"** means the Service described in a PO and/or in a URS or any additional document which Supplier is obligated to provide to or for Buyer, including delivery of Deliverables as set forth herein.
 - p. **"Software"** means the software provided by Supplier and embedded in product or as part of the product.
 - q. **"Supplier's Personnel"** means All natural or legal persons and organizations relevant to Supplier, including their suppliers, agents, distributors, and employees.
 - r. **"Territory"** means the locations where Supplier provides the Service and Deliverables.
 - s. **"Third Party Intellectual Property"** means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Deliverables.
 - t. **"User Requirement Specification (URS)"** means any and all the requirements from the Buyer expected from the Products to be purchased by the Buyer as per the criteria given by the Buyer, to be stated in the PO or in a separate document.
 - u. **Working Day"** The time during which the Buyer is expected to be located at a work place, excluding public holidays and legal holidays.



3. PO

a. PO

- (1) The Parties may start a process for quotation, forecast, and PO issuance and confirmation. To obtain the Products or Services provided by Supplier, Presspart may issue a PO to Supplier including the URS required by Buyer. Supplier shall reply to the PO within five (5) Working Days from the issuance date of the PO. If Supplier fails to reply within the given period, it shall be deemed to have accepted the PO unconditionally. Express or implicit acceptance of a PO by Buyer shall entail acceptance of this GT&C's and PO's terms unless otherwise agreed in writing by the Parties.
- (2) "NO PO NO WORK/DELIVERY" Discipline. Supplier shall not commence to provide any Services or Deliverables under the GT&C without a valid PO issued by Buyer. Buyer shall not request Supplier to start any work without issuing a PO in advance. Buyer shall not be liable to make any payment to Supplier for any Services or Deliverables provided without a valid PO:
- (3) All the PO shall be issued through Buyer's purchase system (currently SAP) or representative appointed by the Parties via writing, otherwise, it shall be deemed as the private action of the person who signed it and has no relation with Buyer. In the event, Supplier received a request of implementing the Services or Deliverables without a PO, Supplier shall refuse the request; If Supplier is still requested or forced to do so, Supplier shall submit the request to the representative of Buyer.
- (4) If Supplier implements any Services or any Deliverables without a PO, then:
 - (i) This action shall be deemed as the unilateral action of Supplier, Buyer should pay no money for it, and Supplier has no right to claim any amount for it;
 - (ii) All Buyer's damages as a result of Supplier's implementation without PO or a verified order shall be indemnified by Supplier, which including but limited to, back out, redo, delay of delivery, and all the other Services or Deliverables contracted by Buyer but can't be implemented because of Supplier's implementation without PO.
 - (iii) Supplier shall defend, indemnify, and hold harmless Buyer against all claims due to its implementation without a PO by a third party, including but not limited to Buyer's customer, other contractors of Buyer's customer.
 - (iv) Without prejudice to any other rights of Buyer, Buyer has the right to require Supplier to make improvement or cancel its certification as a Supplier of Buyer.

b. Change

- (1) The two parties can change the content of an existing PO by reconfirming it (or, in some scenarios, by jointly confirming the change request). Without the prior confirmation of both parties, Supplier shall not implement any change.
- (2) If the change will cause Supplier to incur additional expenses and/or time, Supplier shall provide information on the proposed adjustment suggestions to Presspart. If Supplier fails to submit an adjustment proposal to Presspart within five (5) days of receiving the PO from Presspart, such changes shall be deemed to as accepted by Supplier without any objection, and Supplier shall not claim any extra expenses or costs against Presspart thereafter.

c. Order of precedence

In the event of an inconsistency among the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order, with the latest amendment taking precedence over earlier amendments:

- (a) The PO with or without an URS, confirmed by Supplier.
- (b) Any framework agreement entered by Presspart with a relevant Supplier.



(c) The GT&C

4. Price, Payment, Tax and Bank Guarantee

a. Price

- (1) Unless otherwise agreed by both parties in the PO:
 - (i) Price is the total remuneration payable by Presspart to Supplier for Supplier's complete and accurate delivery of Products and/or Services and is the only amount payable by Presspart to Supplier under the relevant PO, the price shall include all the costs and fees for delivering the Services and Deliverables under the GT&C, including without limitation all the costs in packaging, logistics, insurance, and all applicable duties. Buyer will not pay any additional amount other than the price as set forth in the PO. Unless otherwise agreed between Parties, the price shall not include value added tax (VAT) or any tax of a similar nature (including but not limited to sale tax, goods service tax, etc.). If a price contains VAT or any similar taxes, the amount of VAT and such other taxes shall be itemized and separately listed out. Without Buyer's prior written approval, Supplier shall not increase the mutually agreed price, fee or charge for any additional items.
 - (ii) Despite any fluctuations in prices of raw materials or parts, salaries or wages, exchange rates, or any other factors, the price specified in PO shall be fixed and kept stable within the validity period of the relevant quotation contained at the PO.
- (2) The specific price, currency and unit applicable to the Products and Services shall be according to the relevant provisions specified in the PO, all prices are denominated and to be settled in EUR currency.

b. Payment

Unless otherwise agreed in the PO, the Parties agree to settle payments in accordance with the following:

- (1) Payment milestones/cycle, payment percentage, payment term and payment-related supporting documents specified in the PO shall prevail. The corresponding PO number shall be listed in the invoice and the value-added tax or tax items of a similar nature shall be listed separately. If the government or relevant laws and regulations have specific requirements for invoicing, the invoice issued by Supplier should meet such requirements.
- (2) Supplier shall submit the claim request to Presspart within twenty [20] calendar days from the end of the PO beneficial Period, with the sufficient supporting documents as below. Should Supplier, without any reasonable cause and prior written consent from Presspart, fails to submit complete required documents within two [2] months, Presspart is entitled to reject the claim request presented later from the Supplier. Supplier shall provide the following supporting documents:
 - i. Acceptance certification, such as photos, delivery notes, third party invoice etc, which shall specifically be set out in the PO.
 - ii. PO number, payment milestone, and detailed tax information (including the tax amount, tax ID number, and the Party bearing the tax).
- (3) Within twenty [20] calendar days after the claim request, Presspart will provide written confirmation on acceptance. In case of discrepancy between Presspart versus units claimed by Supplier, Presspart is entitled to request additional evidence regarding the discrepancy. Supplier should, upon receipt of Presspart's discrepancy notification, promptly response within seven [7] calendar days in order not to further delay acceptance process.
- (4) After written confirmation on the acceptance by Presspart, Supplier can issue the invoice (always including the PO number and Supplier's IBAN) and send it to Presspart at the following email address



incoming_invoices_tarragona@presspart.com or any other given by Presspart to Supplier from time to time. All invoices shall be issued in compliance with the applicable tax laws. Presspart will calculate and make payment to Supplier via Telegraphic Transfer (“T/T”) within the agreed payment terms with the relevant Supplier, upon receipt of an undisputed invoice and sufficient proof of performance from Supplier.

- (5) If Supplier desires to change its bank account information, a written notice shall be sent to Buyer before the effective date of the change as well as a Bank Certificate stating the ownership of the Account; otherwise, Buyer shall continue to make payments to the former bank account previously specified by Supplier.

Supplier's bank account and account change rules: Presspart will make the payment to Supplier's bank account provided by Supplier in the process of Supplier qualification. If Supplier requests to change the bank account information, it shall send a written notice as well as the bank certificate above indicated to Presspart and confirm with Presspart whether or not Presspart has received the notice. The bank account change will take effect fifteen (15) days after Presspart receives the notice of change. Before the notice of change takes effect, Presspart will continue to make the payment to Supplier's original bank account.

- (6) Presspart's payment for all or part of Products or Services does not constitute acceptance of such Products or Services provided by Supplier
- (7) Presspart is entitled, to the extent permitted by applicable law, to set off any amounts owed by Supplier to Presspart against payments due from Presspart to Supplier.

c. Taxes

- (1) Fair tax burden. Unless otherwise specified in the URS or PO, each party shall bear the tax payable in accordance with applicable laws and agreed international trade terms (if any). (1) Fair share of taxes: Unless otherwise agreed in the URS or PO, the Parties shall assume their own respective taxes in accordance with applicable laws and with the agreed INCOTERMS (if any).
- (2) Withholding tax: Presspart will withhold corresponding taxes for Supplier as required by and in accordance with applicable laws when making the payment to Supplier, and then pay the net amount (tax deducted) to Supplier. In this circumstance, at the request of Supplier, Presspart may provide Supplier with the tax withholding receipt issued by the relevant organization.
- (3) The tax exclusive price, the tax inclusive price, tax type and tax rate shall be specified in Supplier's quotation. Supplier shall issue the tax inclusive invoice to Presspart and the invoice shall be in accordance with the applicable laws. Supplier shall bear liabilities and losses caused by the unqualified invoice issued by Supplier.
- (4) During the course of performing any PO, if there is any change in tax category or adjustment in tax rate due to the change in applicable tax law/regulations, which bears an impact on Buyer, Buyer is entitled to adjust price accordingly in order to avoid such impact.

- d.** Upon being agreed by the Parties at the relevant PO Supplier shall procure the provision of valid first demand bank guarantees for securing timely and completed delivery of the Products and/or Services ordered to Supplier, which will be warranty obligations in the form to be requested by Buyer from a reputable bank that Buyer has first approved. All costs associated to the issuance and maintenance of the bank guarantees issued under the relevant PO shall be borne by Supplier. Supplier shall extend the guarantees' initial term upon request from Presspart. If such request were due to causes exclusively attributable to Presspart, Presspart shall reimburse Supplier the costs associated to the guarantees' term extension, if any.



5. Delivery

a. On Time Delivery

- (1) Supplier promises to strictly comply with business principles. Supplier shall not reject performing the PO which has been confirmed by Supplier. Otherwise, it shall be deemed as a material breach of this GT&C. Time is of the essence in Supplier's performance of its obligations under the PO. Supplier shall deliver the Products and/or Services within the schedule, attach the Certificate of Analysis and the delivery receipt and clearly identify the Products or Services delivered according to URS or any other specification made at the PO or as otherwise agreed in writing by the Parties. Supplier shall deliver the Certificate of Analysis, the manufacturing origin and delivery receipt and any other document along with the Products and/or Services. If Supplier delivers the Products or Services before the delivery date, Supplier shall obtain Presspart's prior consent and assume all related costs and expense for such early delivery.
- (2) Prior to the implementation of any change that may affect the ability of the Products or Services delivered to meet the specified purchase requirements, such change shall be notified well in advance and justified in writing by Supplier and shall require prior written approval by Presspart.
- (3) Supplier is committed to strictly observe Presspart's Code of Conduct, as set out at clause 17.a below, and shall not refuse to deliver any accepted PO. Otherwise, it shall be deemed as a material breach of this GT&C.
- (4) Time is of the essence in Supplier's performance of its obligations under the PO. Supplier shall immediately notify Buyer if Supplier's timely performance under the PO is delayed or is likely to be delayed and take necessary actions to avoid or mitigate negative impact resulting from such delay. Buyer's acceptance of Supplier's notice shall not constitute Buyer's waiver of any of Supplier's obligations hereunder.

b. Late Delivery

- (1) Notice on late delivery: If Supplier's performance of the PO is delayed (or will potentially be delayed), Supplier shall promptly notify Presspart. Presspart's receipt of Supplier's notice does not exempt Supplier from any obligation to Presspart.
- (2) Supplier shall indemnify Presspart for all damages and costs/expenses arising from the late delivery, including but not limited to the damages Presspart is liable to pay to its customers.
- (3) If Supplier delivers the Services or Deliverables after the delivery date, Buyer may reject such delivery.
- (4) For a delay caused by any other reason than Buyer's default or a Force Majeure event, Buyer is entitled at its sole discretion to: (1) ask Supplier to speed up delivery; (2) procure alternative Services and Deliverables from the third party; (3) demand Supplier to compensate the late delivery by reducing the price 1% per week of delay or part thereof with a maximum reduction of 5% of the price.
- (5) If a delay caused by any other reason than Buyer's default or a Force Majeure event has continued for more than five (5) weeks, Buyer may terminate the PO in whole or in part with the right of claiming the compensation set out at paragraph (4) above and indemnity of all losses caused by the late delivery.
- (6) Supplier acknowledges that equitable relief of all damages and losses suffered or likely to be suffered by Buyer or Buyer Indemnitees, including injunction and specific performance, in the event of any actual or threatened breach of the provisions of any of the Contract Documents Agreement, in addition to all other remedies available at this GT&C (particularly, the ones at paragraphs (4) y (5) above), at law or in equity, may be warranted
- (7) Supplier shall not conclude any agreement with any third party on behalf of Buyer without Buyer's written permission (such as email confirmation from the representative designated by the Buyer),



otherwise Supplier shall bear all costs as a result. Any agreements reached between Parties via meeting, phone, or other methods shall be subsequently confirmed in writing by Buyer. Buyer will notify Supplier in writing regarding any replacement of its authorized representatives.

c. Ownership and Risk Transfer

Unless otherwise stipulated in writing by both parties:

- (1) The title over Products shall be transferred to Buyer upon its delivery at Presspart premises.
- (2) The risk of loss of Products shall be transferred according to the rules of INCOTERMS chosen by the Parties, or in the absence of INCOTERMS, at the time of delivery at Presspart premises.
- (3) Supplier shall always be responsible for the damage and loss caused by its actions or potential Products or Services' defects and malfunctions.

6. Acceptance

a. Measures for Failure to Meet the Acceptance Criteria

- (1) If the service or deliverables from Supplier do not meet Presspart's requirements, Presspart reserves the right to request that Supplier take one or more of the following actions: Unless otherwise stipulated in the URS or the PO, with respect to any Supplier's Products and Services that are not accepted by Presspart, Presspart is entitled to take the following options at Presspart's sole discretion:
 - (i) request Supplier to rectify, re-do and/or replace such Products and Services at Supplier's own costs/expenses and submit them to Presspart for re-acceptance until the agreed acceptance criteria are met;
 - (ii) refuse to accept such Products and Services and, terminate part or all of the relevant POs; under this option, if Presspart has made any payment to Supplier, Supplier shall make a refund or grant a credit to Presspart; and/or
 - (iii) Request Supplier to compensate Presspart for any and all losses incurred therefrom.
- (2) Before the acceptance process is completed, any payment made by Presspart for Supplier's Products and Services shall not be deemed as Presspart's acceptance of such Products and Services.

7. Intellectual Property Rights

a. Background Intellectual Property Rights and Licensing

- (1) Presspart or Supplier will always be owner of their own respective Background IPR.
- (2) Supplier is granted a license to use Presspart's Background IPR for the sole purpose of performing Supplier's obligations to deliver the Deliverables in accordance with Presspart's written instructions. If Supplier needs to introduce a third party to perform the said obligation, that third party shall have the same authorization as Supplier in terms of using Presspart's Background IPR under this clause, provided that prior written consent is required from Presspart.
- (3) If any Deliverable is based on or is dependent on Supplier's or third party's Background IPR, Supplier shall notify Presspart in advance and, without violating any mandatory legal requirements, grant Presspart with a worldwide, perpetual, royalty/fee free, irrevocable, and non-exclusive and nonrestrictive of purpose of use license for Presspart to use such Background IPR, including but not limited to sublicensing, modification and production of derivative products of such Background IP, and the right for Presspart to display, market, sell and donate any of the Deliverables.



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- (4) The aforesaid license and right to use are not subject to any restriction or limitation of any third party's licensing conditions or prohibitions that may adversely affect Presspart, Presspart's products, or Presspart's ability to develop and use Deliverables as expected.

b. Ownership of IPR

- (1) Presspart becomes the sole and exclusive owner of all IPRs in the Products and Services upon the moment when such IPRs are conceived, created or produced. Supplier, Supplier's personnel or any third party are not allowed to sell, license, market, use, modify or otherwise dispose such IPRs.
- (2) Supplier has an obligation to ensure that Presspart will be notified in a timely manner when any part of the Products or Services constitutes an IPR as defined in the GT&C, and undertakes that upon Presspart's request, it will take all necessary measures to assist Presspart in registering Presspart as the owner of the relevant IPR.
- (3) Supplier undertakes to execute all necessary agreements with Supplier's Personnel or a third party relating to any IPR that constitutes part of the Products and Services for the purpose of obtaining the right to transfer the ownership of such IPR to Presspart. Presspart shall not be liable for any costs or expenses incurred therein.

c. Remedies for IPR Infringement

- (1) Supplier shall indemnify Presspart and hold Presspart harmless against all claims and actions arising out of any infringement upon any third party's IPRs by the Products and Services furnished by Supplier; provided that Presspart will (i) notify Supplier in a timely manner in writing of any claim/lawsuit against Presspart that has been made or is to be made in a timely manner; and (ii) allow Supplier to have control over the process of all subsequent lawsuits and settlement negotiations, and provide all necessary and reasonable assistance and support to Supplier, under the condition that Presspart's interests are not compromised and Supplier assumes all relevant costs and expenses. In the event Supplier is not able to effectively protect Presspart's interests in such claims or lawsuits, Presspart is entitled to take appropriate legal measures to protect its rights and interests at reasonable costs and expenses to be compensated by Supplier to Presspart, including lawyer fees.
- (2) With respect to any existing or potential IPR lawsuits or claims, Supplier shall, upon request by Presspart and based on feasibility to implement, take the following remedial actions at Supplier's own costs and expenses:
 - (i) obtain the right for Presspart to continue using and selling the Products or Deliverables;
 - (ii) modify the Products and Deliverables so that the infringing part/portion is removed while the Products and Deliverables remain meeting the agreed specifications;
 - (iii) replace the infringing Products and Deliverables with non-infringing Products and Deliverables that conform to the agreed specifications; or
 - (iv) accept the cancellation of the infringing Products and Deliverables, make a full refund to Presspart and compensate Presspart for all the losses incurred therefore.

d. Presspart's Trademarks

All trademarks, service marks, insignia, symbols, or decorative designs, and trade names and other symbols and devices associated with Presspart and the Products and Deliverables ("Presspart's Marks") are the sole property of Presspart. Supplier acknowledges and agrees that it:

- (1) has no right to use Presspart's Marks without Presspart's prior written consent;
- (2) will do no harm to Presspart's ownership of or the goodwill associated with such Presspart's Marks; and
- (3) Shall remove all Presspart's Marks from any Products not purchased by Presspart.



8. Warranties

a. Represents and Warranty

- (1) Supplier represents and warrants that:
 - (i) It has obtained all necessary approvals, consents and authorizations to conclude the Agreements and to perform and carry out its obligations under these Agreements.
 - (ii) The person executing the Agreements on Supplier's behalf has apparent authority to do so and to bind Supplier.
 - (iii) The execution, delivery and performance of the Agreements do not violate any provision of its bylaw, charter or applicable regulations.
 - (iv) There is no pending or threat of any litigation, claim, proceeding or investigation, whether instituted by itself or against it, which may have a material adverse effect on the subject matter of the Agreements.
 - (v) Supplier possesses appropriate qualifications, capabilities, necessary tools and personnel to fulfill the Agreements.
 - (vi) it has the full power to enter into the Contract Documents and to perform its obligations under the Contract Documents;
 - (vii) it has the right and unrestricted ability to assign the Deliverables to Buyer including, without limitation, the right to assign any Deliverables produced by Supplier Personnel;
 - (viii) the Deliverables, and Buyer's use of the Deliverables, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or under common law;
 - (ix) it will render the Services with a high professional standard, which standard shall not be lower than the best industry practice;
 - (x) software supplied by Supplier does not contain any harmful code;
 - (xi) All Deliverables and Services will conform to Buyer's specifications, URS or/and PO and documents referred in the PO, and if none of the foregoing is applicable, then they shall be suitable for the intended use; and all Services performed will comply with the requirements of all applicable laws and regulations; and it will comply with all Applicable Laws.
- (2) Only authorized persons from Presspart have the power and authority to sign the Agreements on behalf of Presspart. Presspart may provide a channel for Supplier to inquire and confirm Presspart's authorized signatories for signing contracts prior to Supplier's execution of such an agreement with Presspart. Any agreement signed by Supplier and a non-Presspart authorized person shall not binding on Presspart. Supplier shall bear all resulting consequences therefrom.

b. Non-contravention

Supplier represents and warrants that neither Products nor Services (including all Deliverables) themselves or Presspart's use of Products or Deliverables violate or will violate any third party's ownership, IPR, publicity rights, privacy rights, or any other proprietary rights, whether such rights derive from contracts, statutes or applicable law; and that there is not any pending or threat of claim, collateral or litigation against Supplier that may adversely affect Presspart's or its Customers' possession and use of the Products or Deliverables.

c. Supplier's Personnel

Under this Agreement, Presspart does not form a proxy relationship with Supplier, and Presspart does not assume any obligations or responsibilities for Supplier. Supplier shall: (1) Ensure that its personnel comply



with all laws, regulations, and licensing requirements. (2) Be responsible for supervision, control, compensation, tax withholding, health, and safety of their suppliers. (3) Notify Presspart immediately and seek consent if a former employee of Presspart is to be appointed to work under this Agreement. (4) Ensure that Supplier's personnel provide services in Presspart's place according to Presspart's site operation regulations.

d. Customer Privacy Protection

Supplier shall ensure that they do not disclose or authorize others to use private personal data of Presspart employees or Customers.

e. Cooperation Limitations

Supplier shall not cooperate with organizations identified as illegal by government and shall not post advertisements or other publicity materials (including those related to Presspart products and Presspart brands) on the websites of such organizations. Supplier shall ensure that Presspart-related advertising content does not appear in media containing politically sensitive, religious, terrorist, violent, or pornographic themes.

f. Compliance

- (1) The Parties agree to strictly abide by the mandatory provisions of all applicable laws and regulations.
- (2) The Parties agree to strictly abide by the Agreements, specifically the provisions of this GT&C, including but not limited to Presspart's requirements on honesty and integrity, corporate social responsibility, safety and privacy, data protection compliance and quality management and any other contracts or agreements signed between the Buyer and the Supplier.

9. Liability and Indemnification

a. Without Prejudice

The provisions of this Article are made without prejudice to any other remedies available to the Parties pursuant to relevant laws, regulations or other applicable agreements between the Parties.

b. Third Party's Claim and Indemnification

1. Supplier will indemnify, defend and hold harmless Buyer and its customers, officers, directors, employees, contractors, successors, assigns, and agents (the "Buyer Indemnitees") against all claims that arise out of, or are connected with, Supplier's acts or omissions or negligence under this GT&C, or the acts, omissions or negligence of Supplier's officers, directors, employees, contractors, representatives, or agents under this GT&C. Supplier will reimburse the Buyer Indemnitees for all losses, costs, and expenses the Buyer Indemnitees incur as a result of such claims, including court costs and attorney's fees.
2. Supplier will indemnify and hold harmless Buyer Indemnitees, from any and all claims arising from or by reason of any infringement of a third party IPR, and to defend any suits based thereon with respect to the use, license, distribution, or sale, of Deliverables by Buyer or its customers, either alone or in combination with other products, provided that: (i) Buyer gives Supplier prompt notice in writing of any such suit and permits Supplier, through counsel of its choice, to answer the charge of infringement and defend the claim or suit; (ii) Buyer provides Supplier information, assistance and authority, at Supplier's expense, to enable Supplier to defend the claim or suit; and (iii) Buyer gives Supplier full control of any settlement negotiations. If the use of any portion of the Deliverables provided hereunder is enjoined as a result of such suit, then Supplier, at no expense to Buyer and its customers, will either procure the right for Buyer and its customers to continue using the Deliverables or change or modify the Deliverables so that it becomes non-infringing and is of equivalent or superior functionality. If the



foregoing alternatives are not available on terms which are acceptable to Buyer, Buyer may ask for a full refund of the total amounts paid for the affected Deliverables. Supplier agrees that its obligations to indemnify, as set forth in this Section 9, will survive the termination or expiration of this GT&C.

3. Supplier will not enter into any settlement agreement that affects any Buyer Indemnitee without Buyer's prior written consent. Buyer may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.
4. Presspart shall not be liable for any indirect or consequential loss or damage whatsoever and howsoever caused, arising directly or indirectly as a result of the Contract Documents which shall include but not be limited to any loss of profits, business revenue, goodwill or anticipated savings or any type of special damages.
5. The Parties accept and agree that Presspart's total liability for any and all claims arising from this Agreement will be limited to the total fees paid by Buyer to Supplier in terms of this Agreement in the calendar month, and in the two months precedent, in which the cause of action arose.
6. The indemnity provided in this clause shall be in addition to, and not in lieu of, all other legal rights and remedies that Buyer may have.

10. Remedies for Supplier's Breach of Contract

Supplier's breach of its covenants, commitments or other mutually agreed terms in the Agreements constitutes a breach of contract. Upon such breach, Presspart is entitled to (1) request Supplier to cure the breach/ redo or replace defective Products/Deliverables until the Products and Deliverables furnished by Supplier meet the agreed standards; or (2) repair defects in the Products and Deliverables or delegate a third party to do so at Supplier's costs and expenses and with Supplier's unconditional cooperation with the third party on the handover of the repair work; or (3) return the Products and/or Deliverables which fail to meet the agreed standards, and Supplier shall make a refund or grant credit to Presspart if Presspart has made payment to Supplier for such returned Products and/or Deliverables; or (4) unilaterally terminate the affected PO; and (5) demand Supplier to compensate Presspart for any and all losses incurred therefore; and/or (6) record Supplier's breach in Presspart's Supplier portfolio management system as a factor for Presspart's evaluation of Supplier's, and adjust Supplier's purchase share according to the results of such evaluation .

11. Presspart's Property

- 11.1 Presspart shall always be the sole owner of Presspart's Property and all other related rights and interests therein. Supplier shall use Presspart's Property for the sole purpose of performing the RFQ, URS or PO.
- 11.2 Upon completion of a project, or at Presspart's request, or when a RFQ or PO is terminated, Supplier shall promptly return all Presspart's Property to Presspart. Supplier undertakes not to pledge or exercise any lien or similar rights against Presspart's and its Customer's property and warrants that Supplier's Personnel will not do the aforesaid, either.

12. Insurance

- 12.1 Supplier shall, at its own cost, purchase and keep in force all types of legally mandatory insurance and applicable commercial insurance required for its business in order to ensure compliance with applicable legal requirements, industry rules and business requirements, including but not limited to mandatory insurance for vehicles used in providing Services and social insurance for its Personnel (natural persons).



13. Confidentiality

- a. For the purpose of this GT&C, “Confidential Information” shall mean the Contract Documents any and all non-public technical, financial or commercial information, whether or not reflected in writing, that a disclosing party designates as being confidential or which, from all the relevant circumstances should reasonably be assumed by a receiving party to be confidential to the other party.
- b. The Parties agree that they will not, unless otherwise expressly permitted pursuant to this GT&C, at any time during the term of this Agreement and after its termination, either use for its own benefit or disclose to any person any Confidential Information obtained during the collaboration between the Parties and avoid any publication of this Confidential Information without express written consent of the other Party.
- c. The covenants and undertakings of this GT&C will continue in force indefinitely after its termination and termination of any valid PO and will be reproduced in the subsequent agreement eventually reached. In the event that such restriction shall be found to be void but would be valid if some parts thereof were deleted or the period of application reduced such restriction shall apply with such deletion as may be necessary to make it valid and effective and shall be enforced to the extent permitted by law.
- d. Buyer will retain ownership of all documents provided by Buyer to Supplier related to the Services under this GT&C, including all modifications or enhancements made by Supplier thereof. The said documents shall not be copied, reproduced, or distributed without the prior written approval by Buyer. Supplier’s obligations as stated in this Section will survive the expiration or termination of this GT&C.
- e. Buyer is entitled to copy and use without limitation any documents created and provided for the specific purposes of a URS or PO.

14. Audit

Upon Presspart’s request Supplier shall cooperate in the audit of its factories, facilities, and records about the requirements of anti-corruption and honesty cooperation in the manner set forth below, for the purpose of confirming supplier’s compliance with this GT&C, PO and other documents concluded by the Parties. Presspart is entitled to appoint an independent auditing firm to conduct the audit or do it by Presspart’s own staff. Provided that Presspart gives Supplier prior written notice, Supplier agrees to permit the auditing staff to enter into Supplier sites and fully cooperate with such audits, including providing full access to all such sites and all records, documents, and communication with relevant Supplier personnel. If there is any major breach of supplier found through such audit, supplier shall take the liabilities according to the related agreements and pay the audit cost.

15. Force Majeure

- 15.1 If a Party, due to any unforeseeable, unavoidable and insurmountable objective circumstance, delays or is unable to deliver the performance of its obligations as agreed by the Parties, the Party shall not be deemed to be in default or be held liable for such a delay or failure to perform. The aforesaid Force Majeure circumstances include but are not limited to acts of God, riots, war, embargoes, civil or military uprisings, and the like ("Force Majeure Events"). Notwithstanding the forgoing, obligations not affected by Force Majeure Events shall continue to be performed.
- 15.2 The Party affected by a Force Majeure Event shall inform the other Party in writing and send a statement certified by the competent authority (if any) to the other Party by electronic mail, registered mail or fax



within five (5) working days after the occurrence of such event; otherwise, the other Party has the right not to recognize the event as a valid Force Majeure Event.

- 15.3 The Parties shall endeavor to take appropriate measures to mitigate the damage caused by a Force Majeure Event and negotiate how to deal any costs and expenses derived from such measures.
- 15.4 As soon as a Force Majeure Event ends, the Party claiming the Force Majeure Event shall notify the other Party in writing.
- 15.5 If the impact of a Force Majeure Event persists for more than one hundred and twenty (120) calendar days, the Parties shall hold friendly consultations on whether to cancel the relevant PO.

16. Term and Termination

a. Term

This GT&C shall apply whilst the corresponding PO and URS, if any, is validly in place and in force between this Parties.

b. Termination

(1) Termination with Cause

- (i) If a Party is in material breach of contract and fails to cure such breach within thirty (30) calendar days after receiving the other Party's written notice, the other Party is entitled to immediately and unilaterally terminate any one of all of the Agreements without assuming any liabilities of whatsoever nature.
- (ii) A Party may immediately terminate any one or all of the Agreements if the other Party files a bankruptcy petition or has a bankruptcy petition filed against it, become acquired, enters into suspension of payments, applies for reorganization, makes a general assignment for the benefit of creditors, admits, in writing, its inability to pay debts as they mature, goes into receivership, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to protection of creditors' rights.
- (iii) Presspart reserves the right to terminate any one or all of the Agreements by giving a written notice to Supplier if there is any material change in Supplier's direct or indirect ownership or control right and Presspart concludes that such a change will adversely affect Supplier's ability to continue to perform.

(2) TERMINATION WITHOUT CAUSE: PRESSPART SHALL HAVE THE RIGHT TO TERMINATE ANY ONE OR ALL OF THE CONTRACT DOCUMENTS AND ASSUME NO LIABILITY OF WHATSOEVER NATURE FOR SUCH TERMINATION SENDING A THIRTY (30)-CALENDAR DAY PRIOR WRITTEN NOTICE TO SUPPLIER.

(3) After a Party sends a notice of termination of any of the Contract Documents to the other Party, the Parties shall try to use their reasonable efforts in minimizing losses.

c. Effect of Termination

Upon the termination of the Agreements:

- (1) Any rights and obligations in the Agreements that, due to their nature, shall continue to be effective to the Parties shall survive the termination. Such rights and obligations include but are not limited to those specified in the provisions of "IPR", "Warranties", "Confidentiality", "Term and Termination" and "Applicable Laws and Dispute Resolution".
- (2) UNLESS OTHERWISE INSTRUCTED BY PRESSPART, SUPPLIER SHALL IMMEDIATELY CEASE MAKING DELIVERY OF PRODUCTS AND/OR PERFORMING SERVICES. WITHIN SIX (6) MONTHS AFTER THE DATE OF TERMINATION, SUPPLIER IS ENTITLED TO, WITH THE APPROPRIATE INVOICE AND SUPPORTING



DOCUMENTS AND ACCORDING TO THE MUTUALLY AGREED PRICING, REQUEST FOR PRESSPART'S PAYMENT FOR THE UNCONTESTED PORTION OF ANY PRODUCT OR SERVICE THAT HAS BEEN DELIVERED OR COMPLETED AS OF THE TERMINATION DATE, MINUS THE AMOUNT OF ANY PAYMENT ALREADY MADE BY PRESSPART TO SUPPLIER AND THE AMOUNT OF ANY LIQUIDATED DAMAGE, COMPENSATION OR INDEMNITY PRESSPART IS ENTITLED TO OFFSET OR DEDUCT PURSUANT TO THE AGREEMENTS.

- (3) Supplier shall promptly return all Presspart's Property to Presspart. If required by Presspart and at Presspart's reasonable request, Supplier shall hand over to Presspart or to a third party designated by Presspart any Presspart project under the terminated PO at the project's current status. each Party shall stop using, destroy or return any items or materials containing the other Party's Confidential Information, except that Buyer shall be entitled to continue using Supplier's Confidential Information in conjunction with Buyer's use of Services or Deliverables provided by Supplier.
- (4) Supplier shall return or deliver to Buyer all tangible items, including but not limited to reports, drawings, sketches, formulas, designs, analyses, graphics and notes; and any IPR in tangible form, which are owned by Buyer under the terms of this GT&C.

17. Miscellaneous

a. Prerequisite for any business cooperation shall be the unreserved compliance by Supplier with Presspart Code of Conduct as amended from time to time (available at its website [https://www.ht-group.com/fileadmin/media/ht_group/documents/H T Code of Conduct 2017 - English.pdf](https://www.ht-group.com/fileadmin/media/ht_group/documents/H_T_Code_of_Conduct_2017_-_English.pdf))

b. Notices

- (1) All notices and other formal communications between the Parties concerning the Agreements shall be in writing and signed by an authorized representative of the Party giving the notice and sent via direct delivery, courier service, registered mail with postage prepaid, fax, email, and other electronic information exchange methods as otherwise agreed between the Parties.
- (2) Apart from notices required to be sent pursuant to the Agreements, Supplier shall notify Presspart of the following events within three (3) working days after their occurrence: major changes in Supplier's top executives, Supplier's ownership structure and asset structure, or Supplier's financial conditions, occurrence or expectation of significant lawsuits, corporate social responsibility incidents, or accidents causing substantial liabilities, and any other major incidents or emergencies that may adversely affect Supplier's ability to continue performing its obligations and assuming its responsibilities as agreed in the Agreements in a normal manner.

b) Independent Party

The Agreements do not in any way create a joint venture, partnership, representative, agent, guarantee, or employment relationship between the Parties. In all correspondence and other communications, the Parties shall make it clear that they are independent entities and that neither Party shall at any time join or become an agent or partner of the other Party unless the Parties reach an agreement in writing. Without Presspart's prior written consent, Supplier shall not make any commitment to or reach any agreement with the Customer regarding any business under the Agreements.

c) Apply to Presspart's Affiliates

Supplier agrees that rights, obligations as well as legal position of Presspart specified in this Agreement shall be applicable to the Affiliates of Presspart in case the Affiliates has entered into a PO or URS, if any, with the other Party. Supplier hereby acknowledges and agrees that neither Presspart nor its Affiliates shall undertake joint liability for each other.

d) Assignment



Supplier shall not assign its rights or delegate its duties under this GT&C to its Affiliates or any third party without the prior written consent of Presspart. Any unauthorized assignment of this Agreement is void.

e) Subcontracting

Supplier shall not subcontract all or any part of its obligations under this GT&C without Presspart's prior written consent. If Presspart gives such consent, Supplier shall require its subcontractors to strictly comply with the terms and conditions as agreed between Presspart and Supplier. Supplier shall always bear joint and several liabilities for the subcontracted obligations and compensate Presspart for all losses and liabilities resulting from the willful or negligent acts or omissions of its subcontractors.

f) Severability

If any one or more of provisions of the Agreements cannot be enforced under laws of any country/jurisdiction, (1) such unenforceable provisions shall not affect the validity of any other provisions; (2) the unenforceable provisions shall be ignored in interpreting the Agreements; (3) both Parties shall negotiate in good faith for the replacement of such unenforceable provisions with provisions with the nearest effect.

g) Waiver

Failure of either Party to insist upon the performance of any term, covenant, or condition in this GT&C, or to exercise any rights under this GT&C, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect.

18. Applicable Laws and Dispute Resolution

- a.** This GT&C shall be governed by and construed in accordance with the laws of Spain, without reference to its choice of law rules. The International Convention on the Sale of Goods shall not apply.
- b.** All disputes between the Parties with respect to any matter arising out of or relating to this GT&C shall be first resolved by friendly consultation between the Parties. Failing to reach a result through the consultation, Parties agree to submit the dispute to the exclusive jurisdiction of the Courts in Tarragona (Spain).

L'Arboç, the 16th of December 2021