

*General **Terms and Conditions** for suppliers of
the **DB Cargo Iberia Rail
Logistics Group***



1. SCOPE OF APPLICATION: These conditions apply to all service contracts, leases of movable property, sale of goods, offers and orders (all of them, an “Order”) entered into between DB Cargo Iberia and the supplier or seller (“Supplier”). These conditions shall be deemed accepted by the Supplier upon delivery of the goods or commencement of the services. As long as no contract is signed whose specific conditions prevail over or replace these conditions, they shall constitute the only valid and binding contract (“Contract”) between the parties, to the exclusion of any other document.



2. ORDER: The Supplier must prepare the offer with full knowledge of the administrative and technical requirements related to the execution of the Order and, if necessary, to the place where the goods are installed. The offer shall include all supplies, services and works necessary to ensure the proper functioning of the goods and/or the performance of the service. An offer that is not accepted by DB Cargo Iberia shall in no case give rise to payment or compensation of any kind. Only the signing of the Order by DB Cargo Iberia shall give rise to a firm commitment on its part. The total delivery period of the goods or execution of the service, as well as the phases, deliveries and partial deadlines, if any, shall be described in the Order.

The Supplier shall be liable to DB Cargo Iberia for the correct execution of the Order and for compliance with the agreed deadlines, and shall be obliged to assume any liability and penalty imposed on DB Cargo Iberia by its customers or authorities due to causes attributable to delays, incorrect or inadequate performance of the works, breach of this Contract in any of its terms, or any other cause attributable to the Supplier, without prejudice to compensation for damages that DB Cargo Iberia may claim.

Taking into account the damage that breaches of the Contract may cause it, DB Cargo Iberia may perform or have performed by a third party any works poorly carried out or pending completion, with all costs incurred being borne by the Supplier responsible for the delay. The foregoing is without prejudice to DB Cargo Iberia's right to terminate the Contract due to breach.

DB Cargo Iberia may modify, eliminate, reduce and/or extend the scope of the works to be performed or the planned deadlines, based on its needs and strategy, or whenever necessary for the proper completion of the service, with a minimum notice of 15 days prior to the date on which such changes are to be applied.



3. PRICE: The total price set out in the Order is firm and non revisable and includes all elements, circumstances and specific aspects inherent to the manufacture, installation and proper functioning of the ordered goods or to the flawless execution of the service. All taxes arising from the execution of this Contract shall be paid by the parties in accordance with the law. The stated prices do not include VAT.

The price includes all expenses, reimbursements or compensations that the Supplier must incur for delivery of the goods or execution of the service, unless expressly agreed otherwise in writing, where applicable.



4. INVOICING AND PAYMENT TERMS: DB Cargo Iberia shall pay the corresponding invoices within a period of 60 calendar days from the date of receipt of the invoice, and provided that the Supplier has executed the Order under conditions of usefulness, effectiveness and proper operation, by bank transfer to the account indicated on the invoice.

However, the mandatory payment period shall be suspended, with nothing being claimable from DB Cargo Iberia, if there are causes of breach of the Contract, and in particular in any of the following cases:

- 1º.** If the invoice received does not conform to the invoicing plan or is incorrect for any other reason, or if it is not accompanied by the documents required to keep the Supplier's homologation in force.
- 2º.** If there is a justified dispute between DB Cargo Iberia and the Supplier regarding the amount or concept of the invoice, until an agreement is reached.
- 3º.** If the certificates issued by the Social Security and the Tax Agency, duly issued, as well as the other documents necessary to keep the Supplier's homologation in force, have not been delivered to DB Cargo Iberia within the legally established deadlines.
- 4º.** If, due to incorrect execution of the goods or service by the Supplier, or for any other cause attributable to the Supplier, fines, sanctions or penalties are imposed on DB Cargo Iberia, or if DB Cargo Iberia's end customer suspends or refuses payment of invoices owed to it.

In such cases, the obligation to pay shall be suspended and the 60 day period shall start to run again from the moment the error or deficiency that justified the suspension has been remedied, if this is possible.

In general, breach of any of the obligations set out in this Contract by the Supplier, particularly those indicated above, shall entitle DB Cargo Iberia to suspend pending payments until the cause of breach is remedied or the dispute between the parties is resolved, with the same effects indicated in the previous paragraph.

If the cause of breach has not been remedied within a maximum period of 60 days, or is not capable of being remedied, DB Cargo Iberia shall be entitled to terminate this Contract and/or to withhold all outstanding amounts, applying them to cover possible liabilities arising from the breach or its consequences.

In general, the situation of non payment or delay in payment by DB Cargo Iberia shall not entitle the Supplier to suspend compliance with its obligations nor to retain goods owned by DB Cargo Iberia or delivered to the Supplier by DB Cargo Iberia.



5. DISCOUNT FOR INVOICING: Within the homologation required by DB Cargo Iberia, the amount of rebates or discounts applicable based on invoicing volume shall be agreed. If the Supplier has previously entered into an agreement in this regard, such agreement shall remain in force.



6. TRANSFER OF OWNERSHIP, CUSTODY AND RISKS: DB Cargo Iberia shall acquire ownership of the goods or the result of the service provision progressively as they are carried out, even if execution of the Order cannot continue for any reason. Payment for such goods or services shall be made based on the degree of completion and their compliance with the contractually agreed terms.

The Supplier shall fully assume legal custody and the risks inherent to execution of the Order until the date on which the contractual warranty comes into force.



7. FACILITIES AND PERSONNEL: The Supplier's employees shall perform their services under the Supplier's direction, who shall pay their wages, set their working hours, and comply with occupational health and safety regulations. The relationship between the Supplier and DB Cargo Iberia is exclusively mercantile in nature and, for such purposes, the Supplier's employees shall never be subject to the disciplinary authority of DB Cargo Iberia.

DB Cargo Iberia. The Supplier shall appoint a coordination manager who shall act as the coordinator of the works, giving precise instructions to its work teams, and shall act as the sole point of contact with DB Cargo Iberia for any matters or incidents that may arise during the execution of the services. If necessary, the services covered by this Contract shall be provided at the facilities that DB Cargo Iberia determines at any given time in the interests of the proper performance of the service, or those that have been previously envisaged in each case (of the Supplier, its own facilities or those of a client of DB Cargo Iberia).

In the event that the services must be provided at the facilities of a third party, DB Cargo Iberia shall provide the Supplier with access to such premises during the Final Client's working hours and at the Supplier's request, provided that such request is reasonable, in order to facilitate the timely execution of the services.

During the term of this Contract, the Supplier shall access the facilities where the services are to be provided, respecting the security restrictions established by DB Cargo Iberia or by the entity that owns such facilities, and providing the means that may be necessary.

In cases where the work is to be carried out at the facilities of DB Cargo Iberia or of a Final Client, the Supplier is obliged to inform DB Cargo Iberia of the full identification of the person assigned at any given time to the provision of the service, solely for the purposes of activating all security mechanisms, authorizations and means of access necessary to enable such person to enter the premises where the services are to be provided, as well as to carry out the necessary activities in the field of Occupational Risk Prevention.

The personnel of the Supplier who take part in the provision of the services shall at all times and in all circumstances remain under the control, direction and disciplinary

authority of the Supplier. The Supplier shall use, for the execution of the contract, personnel from its own staff, assuming vis à vis DB Cargo Iberia, and with full indemnity for DB Cargo Iberia, the obligations established under current legislation for the principal employer.

The Supplier is obliged to comply with the rules and provisions in force regarding Labour Law, Social Security and Occupational Risk Prevention, providing full indemnity to DB Cargo Iberia against any possible breach thereof. DB Cargo Iberia may require compliance by any means it considers most appropriate, and the Supplier shall be obliged to deliver to DB Cargo Iberia, if so requested:

- A list of the persons who have worked on the service during the month, accompanied by photocopies of the RLC and RNT forms duly stamped by the collaborating banking institution, evidencing that the corresponding

payments for the settlements of the previous month have been made. This documentation must be attached to each invoice issued by the Supplier under this Contract.

- Renewal of the certificates from the Tax Authorities and Social Security upon their expiry date.

DB Cargo Iberia reserves the right to review this documentation and, if it verifies non compliance by the Supplier with the legal obligations incumbent upon it vis à vis the Social Security or the Tax Authorities, it may terminate the contract, claiming from the Supplier any damages and losses that may have been caused to DB Cargo Iberia. Any liability that may arise from such causes shall be attributable exclusively to the Supplier. The foregoing is without prejudice to DB Cargo Iberia's right to suspend all pending payments to the Supplier until it properly receives the documentation evidencing compliance with such obligations.



8. OCCUPATIONAL RISK PREVENTION AND COORDINATION OF BUSINESS ACTIVITIES: Both parties, the Supplier and DB Cargo Iberia, undertake to comply with the obligations established in Law 31/1995, of 11 November, on Occupational Risk Prevention. Specifically, with regard to the Coordination of Business Activities, compliance shall be given to the provisions set forth in Article 24 of said Law, as well as to the provisions that develop and supplement it, in order to guarantee the highest levels of safety and protection against occupational risks.

For this purpose, each of the Parties shall make available to the other the information and provide the appropriate instructions in relation to existing risks, as well as the corresponding prevention and emergency measures, and, in general, shall strictly comply with the regulations on occupational risk prevention.

To carry out the above, DB Cargo Iberia has a document management platform in which both parties undertake to upload the preventive documentation necessary to ensure adequate

Coordination of Business Activities. As concurrent employers in a DB Cargo Iberia Work Center or that of a third party, both parties undertake to establish the coordination measures for occupational risk prevention that they deem necessary and appropriate. Where applicable, the Supplier shall comply with the occupational risk prevention rules of those third party centers where it provides the Services.

The Supplier shall not commence the provision of the Services, when these are to be provided at a center other than those of the Supplier, until it has become familiar with, accepted and assimilated the aforementioned occupational risk prevention rules, whose compliance it shall assume and shall require compliance by its employees.

Under the terms set out in the preceding paragraphs, DB Cargo Iberia shall make available to the Supplier the information on Occupational Risk Prevention indicated in Royal Decree 171/2004, attaching the following documents: Occupational Risk Prevention Information for concurrent companies and self employed workers, and Emergency Measures in DB Cargo Iberia Work Centers. This documentation contains information on the risks at the centers that may affect the activities carried out by other companies and the preventive measures established.

When the services are provided at the facilities of a third party, DB Cargo Iberia shall provide the Supplier with specific information regarding such facilities, provided that the owner employer of the center supplies such information. The Supplier shall be required to comply with the following obligations, which are mandatory for concurrent companies at a workplace:

- It shall inform about the specific risks of the activities it carries out in execution of this Contract, whether at a DB Cargo Iberia Work Center or that of a third party, which may affect the workers of other concurrent companies, in particular those that may be aggravated or modified by circumstances arising from the concurrence of activities.
- The information shall be sufficient and shall be provided before the commencement of activities, when a change occurs in concurrent activities that is relevant for preventive purposes, and when an emergency situation has occurred. The information shall be provided in writing when any of the companies generates risks classified as serious or very serious.
- When, as a result of the risks of concurrent activities, a workplace accident occurs, the Supplier shall immediately inform of the occurrence thereof, undertaking to provide such information as may be necessary regarding the event, and shall also deliver the Accident Investigation Report in accordance with the model provided by DB Cargo Iberia.
- It shall immediately communicate any emergency situation that may affect the health or safety of workers present at the workplace.
- It shall take into account, in its risk assessments and in the planning of its preventive activity, the information on the specific risks of the other companies concurrent at the same workplace, considering the risks which, being inherent to each COMPANY, arise or are aggravated precisely by the circumstances of concurrency in which the activities are carried out.

With regard to the activities to be carried out under this Contract, the Supplier states and warrants:

- That it shall take into account the information received from DB Cargo Iberia in its Occupational Risk Assessment and in the planning of its preventive activity, as well as the instructions it receives.
- That it will communicate to its workers the information and instructions received, providing evidence that they have theoretical and practical training adapted to the characteristics, functions, and risks of the job position, as well as that it has verified their medical fitness for the performance of the contracted activity under the conditions required by the applicable regulations.
- That all personnel of the Supplier must use the appropriate and specific Personal Protective Equipment for the work to be carried out, complying with the applicable regulations.
- That the machinery, installations, and general work equipment provided or carried out by the Supplier comply with the requirements demanded by the applicable regulations, guaranteeing that said machines and installations, as well as the personnel assigned to their operation and maintenance, comply with the provisions of Royal Decree 1215/1997 and related regulations.
- That it complies with the applicable regulations on Occupational Risk Prevention and that it will hold DB Cargo Iberia harmless from any claim or administrative sanction derived from the execution of the contracted works.
- The Supplier shall indemnify and hold DB Cargo Iberia harmless with respect to any claim that, based on claims derived from occupational risks, could be brought against DB Cargo Iberia.



9. INTELLECTUAL PROPERTY: DB Cargo Iberia shall be the exclusive owner of all rights (as recognized to authors by intellectual and industrial property laws) over the results obtained, or that may be obtained, from the development of the works to be carried out under this Contract. In this regard, DB Cargo Iberia acquires, on a worldwide basis, for the entire duration of the copyright and on an unlimited basis, all intellectual property rights, including exploitation rights, without any limitation and with the power to assign them to third parties. The Supplier shall defend, bearing the costs of such defense, and shall indemnify DB Cargo Iberia against any claim within the scope of this Contract derived from infringement of intellectual property rights, patent rights, or trade secrets enforceable in Spain. In the event that subcontracting of services is authorized by the Company, the Supplier undertakes and guarantees that the subcontractors have granted the same rights indicated above in favor of the Company prior to the commencement of the service.



10. DURATION: The duration and planning of the works to be carried out shall be as agreed in each case. However, the COMPANY reserves the right to withdraw from the service or modify its scope, planning, and/or contracted volume with fifteen (15) days' prior notice, without any penalty or compensation whatsoever.



11. TERMINATION OF THE CONTRACT: DB Cargo Iberia may terminate the Contract in the cases provided for therein and when any of the following causes occur:

- 1º.** Breach by the Supplier of the substantial obligations imposed in this Contract.
- 2º.** The death of the Supplier or any modification of its legal capacity that may hinder or prevent fulfillment of the Contract, when the Supplier is a natural person; and the dissolution, transformation, capital reduction, or significant changes in the shareholding structure of the company, if the Supplier is established as such.
- 3º.** The initiation against the Supplier of enforcement proceedings or the ordering of preventive attachments or other precautionary measures evidencing a reduction in its economic solvency or financial difficulties in meeting the normal fulfillment of its obligations. The Supplier shall be deemed to be subject to the foregoing causes when they occur in its parent company, in one or more companies of the same corporate group, or in any of the companies of the union or grouping of companies of which the Supplier forms part.
- 4º.** Any other breach by the Supplier of the terms of this Contract.

In cases where termination of the Contract is applicable, DB Cargo Iberia may adopt, together with the decision to terminate the Contract, if it so opts, all or some of the following measures against the SUPPLIER:

- a)** Suspend pending payments, applying them to the payment of compensation or damages suffered by DB Cargo Iberia with its clients.
- b)** Contract with third parties, at the Supplier's cost and expense and in substitution thereof, the execution of what the Supplier has failed or is facing difficulties to perform in order to fully comply with the Contract, and agree with the third party that payments shall be made by DB Cargo Iberia in the name and on behalf of the Supplier.



12. LIABILITY AND WARRANTY: The Supplier shall be liable for the exact fulfillment of its legal and contractual obligations vis-à-vis DB Cargo Iberia and, where applicable, vis-à-vis third parties, assuming responsibility for the correct execution of the good and/or the provision of the service and, in particular, for the correct design, adequacy, execution, operation, or level of performance thereof, as well as for any apparent or hidden defects and for any penalties and liabilities that may be demanded by DB Cargo Iberia or, where applicable, by DB Cargo Iberia's end customer, for causes attributable to the Supplier. The Supplier shall bear the risks arising from non-compliance by its employees and/or any subcontractors with the provisions of the Contract. The Supplier shall be liable for all losses, damages, or harm, whether material, moral, and/or bodily, direct or indirect, for which it may be responsible. The Supplier provides a warranty in favor of DB Cargo Iberia and, where applicable, third parties, for a period of one year counted from acceptance. Any assistance that DB Cargo Iberia may provide to the Supplier for the execution of the good and/or provision of services shall not be considered acceptance of the quality of the good and/or service provided by the Supplier, who shall remain solely responsible. The Supplier shall bear all expenses arising from the application of this warranty. The replacement of a defective element during the warranty period shall give rise to a new warranty period equivalent to the time during which use was interrupted due to said defect.



13. INSURANCE: The Supplier undertakes to take out, at its own expense, in any territorial scope in which the Contract activity is or is to be carried out, with an insurance company of recognized solvency, for the entire duration of the performance of the Contract, the legally required insurance policies, as well as those policies necessary to cover the risks arising from the Contract. In particular, the Supplier shall take out a Civil Liability insurance policy, with sufficient coverage, to cover damages and losses that it may cause, by itself or through its personnel and that of its suppliers or subcontractors, to persons or property of DB Cargo Iberia or third parties. Upon execution of the Contract or whenever DB Cargo Iberia so requests, the Supplier shall provide the insurance policies taken out, as well as proof of being up to date with payment of the current annual premium.

In the event that it is not provided within 48 hours, this shall constitute a contractual breach. DB Cargo Iberia shall be entitled to suspend all outstanding payments, with no time limit, until documentary evidence is provided of the validity of the insurance policies with the coverages previously mentioned. Once such evidence is provided, the calculation of the payment periods for invoices shall be resumed.

The aforementioned obligations shall be transferred by the Supplier, mutatis mutandis, to its subcontractors, in their entirety, should subcontracting be authorized. The Supplier shall at all times be responsible for the insurance obligations mentioned above and, in any case, undertakes to indemnify and hold harmless DB Cargo Iberia or its affiliates (as well as their respective officers, directors, agents, employees or successors thereof) from any claim, liability or judgment arising from claims relating to liabilities, losses or damages, including reasonable attorneys' fees, legal representatives' fees and expenses incurred by DB Cargo Iberia or its affiliates against third parties, provided that such claims arise from events whose cause should have been covered by an insurance policy in accordance with the provisions of this contract. The absence of insurance or lack of coverage shall in no event limit the Supplier's liability for such events.



14. CONFIDENTIALITY: The Supplier undertakes to treat with absolute confidentiality all documents and information to which it may have access by reason of this service. The Supplier shall inform its employees, prior to the commencement of the service, of the confidentiality obligations and of all commitments established in this document that are applicable to them, undertaking, with the diligence of a prudent person, to ensure compliance therewith. If so requested by DB Cargo Iberia, the Supplier shall enter into confidentiality agreements with its employees on terms identical to those specified herein.

The confidentiality agreements established in this section shall have an indefinite duration and shall remain in force after termination of this Agreement, for whatever reason. The Supplier authorizes DB Cargo Iberia to inform and provide copies to its End Client of all data, information and documents related to the execution of this contract, including certificates, data of employees assigned to the service, social security records (TCs) and other documents of a similar nature that may be required by the End Client from DB Cargo Iberia.



15. PERSONAL DATA:

15.1. In accordance with personal data protection regulations, DB Cargo Iberia informs the Supplier that the personal data provided (data of employees, representatives, collaborators and third parties involved in the Order) shall be collected in a file under the responsibility of DB Cargo Iberia, whose identifying details appear at the beginning of this Agreement, for the purpose of managing, developing and fulfilling the contractual and commercial relationship, with the legal basis for processing being the execution of this Agreement. They may also be used to send communications and/or surveys regarding DB Cargo Iberia and its services, to prevent and

investigate fraud and to maintain a uniform supplier relationship, with the legal basis in this case being DB Cargo Iberia's legitimate interest and compliance with its legal obligations.

The data shall be retained for the entire duration of the Agreement and, once terminated, duly blocked for the legally required period and while liabilities may arise from the performance of the Agreement. The data may be disclosed to companies belonging to the group to which DB Cargo Iberia belongs and to those third parties to whom DB Cargo Iberia is legally or contractually obliged to communicate them.

Data subjects may exercise their rights of access, rectification or erasure, restriction, objection, portability and objection to automated individual decisions by sending an-email to rgpd@dbcargoiberia.com. They also have the right to lodge a complaint with the Spanish Data Protection Agency.

15.2. With regard to the personal data provided by the Supplier, the Supplier guarantees (1) that it has duly informed the data subjects of their transfer to DB Cargo Iberia for the purposes described above, and (2) the accuracy and truthfulness of the data, undertaking to notify DB Cargo Iberia of any changes thereto and to hold DB Cargo Iberia harmless from any liability that may be attributed to it for this reason.

15.3. If the Supplier and its personnel access personal data for which DB Cargo Iberia and/or its clients are responsible, they shall be obliged to maintain secrecy and confidentiality with respect thereto. If the Supplier carries out such access and processing on behalf of DB Cargo Iberia, it must sign the corresponding DATA PROCESSING AGREEMENT, which shall form part of this Agreement. In the event of a security breach affecting such data, the Supplier must notify it without delay and within a maximum period of 24 hours by email to rgpd@dbcargoiberia.com, together with all relevant information for its documentation and communication.



16. SUBCONTRACTING: At any time, DB Cargo Iberia may carry out audits of the Supplier to verify due compliance with the provision of the Service, giving a minimum of 2 days' prior notice. Such audit may be carried out at the Supplier's facilities, those of DB Cargo Iberia, or those of DB Cargo Iberia's own client. The Supplier shall bear exclusively any cost arising from the audit.



17. AUDITS: The SUPPLIER undertakes to comply with the duties and obligations under the contract in accordance with applicable laws, rules and regulations, including anti-corruption laws, and in accordance with the documents signed during the homologation process carried out by the DB Cargo Iberia Group: (i) Code of Conduct for Business Partners, (ii) Confidentiality Agreement and (iii) Criminal Prevention Policy. As a SUPPLIER of the DB Cargo Iberia Group, it undertakes to immediately inform the COMPANY of: (i) any breach of the aforementioned laws, rules, regulations and policies, whether actual or suspected, on its part or on the part of a third party performing the SUPPLIER's obligations under this contract; and (ii) any request for a bribe or corrupt practice by any person.

Non-compliance with criminal legislation by the SUPPLIER or by a third party performing the SUPPLIER's obligations under this contract shall entitle the COMPANY to immediate termination of the contract. If the COMPANY has reason to believe that a breach of the obligations described in this clause has occurred, the SUPPLIER must cooperate fully and in good faith with the COMPANY to determine whether such breach has occurred.



18. REGULATORY COMPLIANCE:

18.1. The Supplier undertakes to comply with the duties and obligations under the contract in accordance with applicable laws, rules and regulations, including anti-corruption laws, and in accordance with the documents signed during the homologation process carried out by the DB Cargo Iberia Group: (i) Code of Conduct for Business Partners available at www.dbcargoiberia.com/compliance, (ii) Confidentiality Agreement and (iii) Criminal Prevention Policy.

18.2. The Supplier confirms that (1) it is not listed as a sanctioned person under legislation, regulations, resolutions, programs or restrictive measures concerning international economic and financial sanctions imposed by the United Nations, the European Union or any of its Member States, the United Kingdom and/or the United States; (2) it does not act on behalf of or under the instructions of a person or company...

sanctioned pursuant to the provisions mentioned in item 1);

3) it is not owned by more than 50% or controlled by a person or company sanctioned pursuant to the provisions mentioned in item 1); and

4) it does not participate or has not previously participated in activities that may create exposure to sanctions pursuant to the provisions mentioned in item 1).

18.3. Likewise, it undertakes to immediately inform of: (i) any actual or suspected breach by it or by a third party that carries out the Supplier's obligations arising from the Agreement and (ii) any request for bribery or corrupt practice by any person.

18.4. DB Cargo Iberia reserves the right to verify, by any means it deems appropriate, compliance with what is stipulated in this clause, to which the Supplier consents and undertakes to cooperate in good faith.

18.5. The breach of criminal laws by the Supplier or by a third party that carries out its obligations shall entitle DB Cargo Iberia to immediate termination of the Agreement.



19. SUSTAINABILITY CONDITIONS: In accordance with international standards and from the perspective of social protection and sustainability, in order to prevent and/or avoid its activities causing or contributing to violations of human rights, the Supplier must promote a culture of Health and Safety among its employees, not resort to child labor, not make use of any form of forced labor, recognize, respect and guarantee the right to work and to freedom of association, not tolerate any form of harassment and/or discrimination, and promote the positive value of diversity. Likewise, the Supplier must ensure, in its contractual relationship with DB CARGO IBERIA, the minimization of its environmental impact, optimizing the use of natural resources, controlling and reducing CO₂ emissions and particles throughout the entire life cycle of its products and/or services, making efficient use of energy, ensuring proper waste management and avoiding, as far as possible, the use of hazardous substances.



20. EXCLUSION OF TERMS: All the terms of the agreement between the COMPANY and the SUPPLIER are set out in this contract. These terms cancel and exclude all other agreed terms, whether verbal or written, and all conditions and warranties whether express or implied, statutory or otherwise, and all representations made orally or in writing before or after the start date of this agreement, except if they appear in the contract or if they are subsequently specifically agreed in writing and signed by the duly authorized representatives of both Parties. In the event of contradiction between what is provided for in this contract and its Annex or Annexes, if any, the provisions of this contract shall prevail.



21. PARTIAL NULLITY: Any clause or provision of this contract that is declared null, illegal or invalid shall not affect or invalidate any of the other clauses and provisions, which shall remain fully in force.



22. JURISDICTION: The parties agree that this contract may be executed by handwritten signature or by the electronic signature system designated by the Company. For such purposes, the SUPPLIER declares and warrants that the contact details, email address and mobile phone number of the representative who will sign the contract are valid and truthful for the purposes of the electronic signature of the contract. For the resolution of any issues that may arise regarding the performance or interpretation of this Contract, which cannot be settled amicably between the Parties, both parties submit to the Courts and Tribunals of Madrid, with application of Spanish law, expressly waiving any other jurisdiction that may correspond to them.



FINAL: NEED TO COMPLY WITH THE PROCEDURES OF THE APPROVAL PROCESS: The Supplier undertakes to provide the documents requested by DB Cargo Iberia for the purpose of proving compliance with its legal obligations and the obtaining of all permits and licenses necessary for the performance of its activity. In the event that these documents require periodic updating, it likewise undertakes to provide them valid at all times or within the requested deadlines. Failure to renew any of the aforementioned documents shall entitle DB Cargo Iberia to suspend any pending payment until the deficiency is remedied, with no time limit.