

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



1. SCOPE OF APPLICATION: These terms and conditions shall apply to any agreement for services, leases over movables, sale of goods, offers and orders (“Order”) made between Transfesa and Supplier, service provider or vendor (“Supplier”). These terms and conditions shall be deemed accepted by Supplier upon delivery of the goods or commencement of the services. Until an agreement is made on particular terms and conditions that prevail over or replace these terms and conditions, these terms and conditions shall be the only valid and binding agreement (“Agreement”) between the parties, excluding any other document.



2. ORDER: Supplier shall prepare the offer with full knowledge of both the administrative and the technical requirements to be met for the service of the Order and, if necessary, for the site where the goods are to be set up. Supplier’s offer shall include any supplies, services and works necessary for the adequate operation of the good or provision of the service. No offer that has not been accepted by Transfesa shall give rise to payment or compensation. Only the signature of the Order by Transfesa shall give rise to a final commitment given by Transfesa. The full term for delivery of the good or provision of the service, the stages, deliveries and partial terms, as the case may be, shall be set out in the Order. Supplier shall be liable to Transfesa for the correct service of the Order and for meeting the established deadlines and shall hold Transfesa harmless from any liability and/or penalty that may be imposed on Transfesa by its customers or the authorities, in events attributable to delay, incorrect or inadequate performance of the work, the breach of this Agreement as regards any of its terms or conditions or any other event attributable to Supplier, without prejudice to any compensation for loss or damages that Transfesa may claim. Transfesa may, taking into account any damage that may be caused to it in the event of breach of the Agreement, execute or have a third party execute the work inadequately performed or pending performance, any expenses incurred in such event to be borne by the Supplier responsible for the delay. The above shall be deemed without prejudice to the right of Transfesa to terminate the Agreement in the event of breach. Transfesa may change, cancel, reduce and/or extend the scope of the works to be performed or the agreed deadlines, in accordance with its needs and strategy, provided that this is necessary for the adequate provision of the service, by serving notice at least 15 days in advance of the implementation of the amendment in question.



3. PRICE: The total price established in the Order is a firm fixed price and contemplates all and any items, events and particularities pertaining to the manufacturing, setting up and proper functioning of the ordered goods or to the complete provision of the service. Any taxes arising from the performance of this Agreement shall be payable by the parties as provided for by law. The prices contemplated do not include VAT. The price includes any expense, refund or compensation that Supplier may have to incur to deliver the goods or provide the service, other than as expressly otherwise agreed in writing, if appropriate.



4. INVOICING AND PAYMENT METHOD: Transfesa shall settle any due invoice within a term of 60 calendar days invoice date, provided that Supplier served the Order in proper functioning, efficacy and utility conditions, by bank transfer to the account recorded in the invoice. However, the compulsory term for payment of invoices shall be suspended, no claim to arise against Transfesa, in events of breach of the Agreement and, in particular, in any of the following events:

- 1º.** The invoice received fails to conform to the invoicing method or is incorrect for any other reason, or the documents required to maintain the validation of Supplier in effect are not attached to the invoice.
- 2º.** Reasonable dispute between Transfesa and Supplier on the amount or item of the invoice, unless and until an agreement is reached on the matter.
- 3º.** Failure to deliver to Transfesa within the agreed terms the correctly issued Social Security and Tax Office certificates and/or other documents necessary to maintain the validation of Supplier in effect.
- 4º.** Any fine, sanction or penalty is imposed on Transfesa or, as the case may be, failure by the end customer of Transfesa to make payment of due invoices to Transfesa because the Supplier set up the goods or provided the service incorrectly or in other event attributable to Supplier. The payment obligation shall be suspended in such events and the 60-day term shall recommence as from when the error or deficiency that caused the suspension of the term is remedied, were this to be feasible. In general, the breach of any of the obligations of Supplier under this Agreement and, in particular, the breach of the aforementioned obligations, shall entitle Transfesa to suspend any outstanding payment, until the breach has been remedied or the dispute arisen between the parties has been resolved, with the same effects contemplated in the above paragraph. If the aforementioned breach has not been remedied within the maximum term of 60 days, or were it not to be apt for remedy, Transfesa shall be entitled to terminate this Agreement and/or withhold the full amounts outstanding, in order to allocate such amounts to any eventual liability that may arise from the breach or consequences of the breach. In general, the default or delayed payment by Transfesa shall not entitle Supplier to suspend the performance of its obligations or to withhold the goods owned by the Company or delivered to Supplier by Transfesa.



5. VOLUME DISCOUNTS: At the validation required by Transfesa, the amount of any volume discount shall be agreed. In the event that Supplier made a previous agreement on the matter, such prior agreement shall remain in effect.



6. TRANSFER OF OWNERSHIP, CUSTODY AND RISKS Transfesa shall acquire the ownership of the goods or of the result of the provision of the service gradually as these are delivered, even if the service of the Order must be discontinued for any reason. Payment of the good or service shall be made in accordance with the state of delivery of the good or service in question and its conformance to the agreed terms and conditions. Supplier shall assume in full the legal custody and risks inherent in the service of the Order, until the date of effectiveness of the contractual warranty.



7. FACILITIES AND PERSONNEL: Supplier's workers shall work under the orders of Supplier, who shall pay their salary and establish their working timetable, meeting occupational health and safety standards. The relationship between Supplier and Transfesa is solely commercial and Supplier's workers shall thus never be subject to the disciplinary powers of Transfesa. Supplier shall nominate a coordination officer, who shall act as coordinator of the works, giving precise instructions to its work teams, and as the sole spokesperson with Transfesa for any questions or incidents that may arise in the provision of the services. If necessary, the services subject matter of this Agreement shall be provided at the facilities that may be designated by Transfesa from time to time for the adequate progress of the service, or at those agreed in advance from time to time (of Supplier, of Transfesa or of a customer of Transfesa). In the event that the services are to be provided at third-party facilities, Transfesa shall afford Supplier access to such premises at working hours of the End Customer and, where so requested by Supplier, whenever reasonable, to facilitate the specific provision of the services. While this Agreement remains in effect, Supplier shall access the facilities at which the services will be provided, respecting the security limits established by Transfesa or by the owner of the facilities, providing the necessary means. In those events in which the works must be performed at the facilities of Transfesa or of an End Customer, Supplier shall report to Transfesa the complete identification details of the person whom it may assign from time to time to the provision of the service, for the sole purpose of being able to activate all the security procedures, authorisations and means of access necessary to afford that person access to the premises where the services are to be provided, and to be able to perform the necessary Occupational Risk Prevention activities. Supplier's personnel who participate in the provision of the services shall always in any event be subject to the control, management and disciplinary powers of Supplier. Supplier shall use personnel of its workforce in the performance of the agreement, assuming towards Transfesa, and holding it fully harmless from and against, any obligations of the principal employer under legislation in force. Supplier shall be subject to compliance with the provisions in force of labour law and related to social security and occupational risk prevention matters, holding Transfesa fully harmless from and against any eventual infringement. Transfesa may enforce compliance through any procedure that it may deem advisable, Supplier to deliver to Transfesa at its request:

- A list of the persons who during the month worked at the service accompanying a photocopy of the RLC (Recibo de Liquidación de Cotizaciones – Receipt of Settlement of Contributions to Social Security) and of the RNT (Relación Nominal de Trabajadores – List of Names of Workers), duly stamped by the cooperating bank, evidencing that the payments for the settlements of the month before have been made. Said documents shall be attached to each invoice issued by Supplier under this Agreement.
- Renewal of the Tax and Social Security certificates by their expiry date.
- Transfesa retains the right to review said documents and, were it to observe any breach by Supplier of its legal obligations towards the Social Security or the Public Treasury, it may terminate the agreement, claiming from Supplier any loss and damages caused to Transfesa. Any liability that may arise in such events shall be attributable to Supplier only. The above shall be without prejudice to the right of Transfesa to suspend any outstanding payments to Supplier until it receives correctly the documents evidencing the performance of such obligations.




8. OCCUPATIONAL RISK PREVENTION AND COORDINATION OF BUSINESS ACTIVITIES: Both parties, Supplier and Transfesa, undertake to perform their obligations under Act 31/1995, of 11 November, for the prevention of occupational risks. In particular, the provisions of article 24 of said act, relating to the coordination of business activities, and its implementing and supplementing provisions shall be complied with, to ensure that top security and protection standards are met against occupational risks. Thus, each of the Parties shall make available to the other adequate information and instructions with regard to the existing risks, and the relevant prevention and emergency measures and, in general, shall comply strictly with the provisions of occupational risk prevention law in force. For the aforementioned purposes, Transfesa has a document management platform on which both parties undertake to download the preventive documents necessary to ensure an adequate coordination of business activities. As concurrent employers at a Workplace of Transfesa or of a third party, both parties undertake to establish the means

of coordination for the prevention of occupational risks that they may deem necessary and advisable, as the case may be, Supplier to comply with the occupational prevention risk rules of those workplaces of third parties at which it may provide the Services. Supplier shall not commence to provide the Services, when these are to be provided at a workplace other than those of Supplier, until it knows and has become acquainted with and accepted such occupational risk prevention rules, with which it shall comply, demanding compliance from its employees. On the terms of the above paragraphs: Transfesa shall make available to Supplier the information on occupational risk prevention matters contemplated in Royal Decree 171/2004, attaching the following documents: Occupational Risk Prevention Information for concurrent enterprises and self-employed workers and Emergency Measures at Workplaces of Transfesa. Said documents contain the information on the workplace risks that may affect the activities performed by the other enterprises and the established preventive measures.

- Where the services are provided at the facilities of a third party, Transfesa shall deliver to the Supplier specific information on such activities, provided that the Employer owner of the workplace furnishes such information, Supplier to comply with the following obligations, which are compulsory for concurrent employers at the same workplace:
- It shall report on the specific risks of the activities that it performs under this Agreement either at the Workplace of Transfesa or at that of a third party and that may affect the workers of the other concurrent employers, in particular on those that may be aggravated or changed by circumstances arising from the concurrence of activities.
- The information shall be sufficient and shall be provided before the activities commence, whenever a change occurs in the concurrent activity and is relevant for preventive purposes and where an emergency occurs. The information shall be provided in writing where any of the employers generates risks classified as serious or very serious.
- Where, due to the risks of the concurrent activities, an industrial accident occurs, Supplier shall report its occurrence immediately, undertaking to make available any necessary information on the occurrence, and deliver a copy of the Accident Investigation Report using the standard form to be made available to it by Transfesa.
- It shall report immediately any emergency that may affect the health or safety of the workers present at the workplace.
- It shall take into account in its risk assessments and preventive activity plan the information on the specific risks of the rest of the employers concurrent at the same workplace, considering the risks that, while pertaining to each EMPLOYER, arise from or are aggravated precisely by the concurrent performance of the activities. Supplier, in respect of the activities to be performed under this Agreement, represents and warrants that: • It shall take into account the information received from Transfesa in its Occupational Risk Assessment and in its Preventive Activity Plan, in addition to the instructions that it may receive.
- It shall convey to its workers the information and instructions received, evidencing that these have received theoretical-practical training adapted to the features, functions and risks of the post of work, and that it has verified that their health status is apt to perform the activity engaged on the conditions required by legislation in force.
All personnel of Supplier shall use Individual Protection Equipment adequate and specific for the work to be performed, in compliance with the applicable provisions.
- The machinery, facilities and general working items provided or delivered by Supplier meet the requirements established by legislation in force, warranting that such machinery and facilities, and the personnel assigned for their operation and maintenance, meet the requirements established by Royal Decree 1215/1997 and related provisions.
- It is in compliance with legislation in force on the prevention of occupational risks and shall hold Transfesa fully harmless from and against any administrative claim or penalty arising from the performance of the agreed works. Supplier shall hold Transfesa fully harmless from and against any claim that may be brought against it for occupational risk matters.

El Proveedor indemnizará y mantendrá indemne a Transfesa respecto de cualquier reclamación que, amparada en reclamaciones derivadas de riesgos laborales, pudiere ser frente a ésta.

 **9. INTELLECTUAL PROPERTY:** Transfesa shall be the sole proprietor of any rights (recognised to authors under intellectual and industrial property law) over the results obtained, or that may be obtained, from the performance of the work to be carried out under this Agreement. In this respect, Transfesa acquires worldwide and for the entire duration of the copyrights, unlimitedly, all and any intellectual property rights, including the right of exploitation, without limitation and with powers of assignment to third parties. Supplier shall defend, bearing the risks for defence, holding Transfesa fully harmless from any against, any claim under this Agreement arising from the infringement of any intellectual property, patent or trade secret right enforceable in Spain. If the Company authorises the subcontracting of services, Supplier undertakes and warrants that the subcontractors shall have recognised said right to the Company before commencing the service.



10. TERM OF EFFECTIVENESS: The term of effectiveness shall be agreed from time to time. Nevertheless, Transfesa retains the right to withdraw from the provision of the service or change the scope, plan and/or volume agreed for the delivery of the good or the provision of the service by serving notice 15 days in advance without penalty or compensation.



11. TERMINATION OF THE AGREEMENT: Transfesa may terminate the Agreement on its own terms and in any of the following events:

- 1º. Breach by Supplier of any of its material obligations under this Agreement
- 2º. Death of Supplier or change in its capacity to act that may hinder or impede the performance of the agreement, where Supplier is a natural person; and, dissolution, transformation, reduction of capital or major changes in the shareholdings of the company, if Supplier is an incorporated legal person.
- 3º. Institution against Supplier of proceedings for enforcement or preventive attachments or other injunctions ordered that evidence a reduction in its financial solvency or financial difficulties to meet its obligations as they fall due. Supplier shall be deemed included in the above events, where they occur in its parent company, in any other(s) in the same group of companies, in any of those of the incorporated or unincorporated joint venture of which Supplier forms part.
- 4º. Any other breach by Supplier of the terms of this agreement.

In events in which the termination of the Agreement is appropriate, Transfesa may adopt, together with the decision to terminate the Agreement, were it to opt for termination, all or any of the following measures against Supplier:

- a) Suspend outstanding payments, to allocate them to the payment of compensation for loss or damages suffered by Transfesa with its customers.
- b) Agree with third parties, for the account and at the expense of Supplier and in substitution for Supplier, the performance of any work that Supplier may have failed to perform or is finding difficulties to perform to ensure the full performance of the Agreement and stipulate with the third parties that payments shall be made by Transfesa on behalf of and for the account of Supplier.

In the event of termination of the Agreement, Supplier shall refund to Transfesa the amount of the price paid in advance for any services which have not been provided.



12. LIABILITY AND WARRANTY: Supplier shall comply strictly with its legal and contractual obligations towards Transfesa and, as the case may be, towards third parties, and shall be responsible for the correct execution of the goods and/or provision of the service and, in particular, for their correct design, adequacy, service, functioning or performance standards and shall be liable for any apparent or concealed defect and for any penalty or liability that may be demanded from it by Transfesa or, as the case may be, by the end customer of Transfesa, in events attributable to Supplier. Supplier shall bear the risks arising from the breach by its employees and/or eventual subcontractors of the provisions of the Agreement. Supplier shall be liable for any direct or indirect material, moral and/or bodily damages attributable to it.

Supplier gives a warranty to Transfesa and, as the case may be, to third parties, for a term of one year after acceptance. The assistance that Transfesa may afford Supplier to execute the goods and/or provide the service shall not imply acceptance of the quality of the goods and/or of the provision of the service of Supplier, which shall continue to be the only party liable. Supplier shall bear any expenses arising from the application of this warranty. The replacement of defective components during the warranty term shall give rise to a new warranty term equal to the time for which the use of the goods is interrupted due to the defect in question.



13. INSURANCE: Supplier undertakes to arrange, in any territory where it performs, or may perform, its activities under the Agreement, with a renowned insurance company, for its own account, to cover the entire term of effectiveness of the Agreement, the policies required by law, and any others necessary, in order to insure the risks under the Agreement. In particular, Supplier shall arrange a civil liability insurance policy with sufficient coverage to insure any loss and damages that it may cause, directly or through its personnel and/or the personnel of its suppliers or subcontractors, to persons or property of Transfesa or to third parties: Supplier, at the signature of the Agreement or when so requested by Transfesa, shall submit the arranged policies, and a receipt evidencing that it is

up to date in payments of the year in progress. Failure to submit said documents within 48 hours shall be an event of breach of contract by Supplier entitling Transfesa to suspend any outstanding payment, without time limit, until it receives documentary evidence that the insurance policies with the aforementioned coverages are in effect. Upon receipt of such evidence, the computation of the terms for payment of the invoices shall recommence. Said obligations shall be conveyed by Supplier, mutatis mutandis, to its subcontractors, in their entirety, were it authorised to subcontract. Supplier shall always be liable for the aforementioned insurance obligations and shall in any event hold Transfesa and its affiliates (in addition to their respective officers, managers, agents, employees or the assigns thereof) fully harmless from and against any claim, liability or conviction arising from claims for liability, loss or damages, including reasonable costs for lawyers, court procedural representatives and expenses that may be incurred by Transfesa or its affiliates with third parties, provided that such claims originate from facts caused by any event that should have been covered by an insurance policy as stipulated above, albeit the absence or lack of coverage of the insurance shall never limit the liability of Supplier for such facts.



14. CONFIDENTIALITY: Supplier undertakes to treat confidentially all and any documents and information to which it may have access due to this service. Supplier shall inform its employees before commencement of the service of the confidentiality duties and of all the commitments established in this Agreement, undertaking with the standard of care of a bonus pater familias to ensure that they are performed. If Transfesa so requests, Supplier shall make confidentiality agreements with its employees on the same terms as those stipulated in this agreement. The confidentiality agreements contemplated in this section are made for an unlimited duration and shall remain in effect after the termination of this Agreement for any reason. Supplier authorises Transfesa to disclose and deliver a copy to its End Customer of any data, information and documents related to the performance of this Agreement, including certificates, details of employees assigned to the service, TC forms and others of a similar nature that may be requested from Transfesa by the End Customer.



15. PERSONAL DATA:

15.1. In compliance with personal data protection legislation in force, Transfesa informs Supplier that the personal data furnished (data of employees, representatives, cooperators and third parties involved in the Order) shall be recorded in a filing system the controller of which is Transfesa, whose identification details are on record in the introduction to this Agreement, for the management, development and performance of the contractual and commercial relationship, the lawful basis for processing being the execution of this Agreement. The data may also be used to send communications and/or questionnaires on Transfesa and its services, to prevent and investigate fraud and to have available a uniform list of suppliers, the lawful basis for processing being in this case the lawful interest of Transfesa and the performance of its legal obligations. The data shall be stored for the time during which the Agreement is in effect and, after its termination, they shall be duly blocked for the time established by law and while liability may arise from the execution of the Agreement. The data may be transferred to companies in the group of Transfesa and to third parties to which Transfesa is bound by law or contract to report them. The data subjects may exercise their rights of access, rectification or deletion, limitation, objection, portability and objection to automated individual decisions by sending an e-mail to RGPD@transfesa.com. The data subject shall also have the right to bring a claim before the Spanish Data Protection Agency (Agencia Española de Protección de Datos).

15.2. In respect of the personal data furnished by Supplier, Supplier warrants 1) that it has duly informed the data subjects of the transfer of their data to Transfesa for the aforementioned purposes; and 2) the accuracy and truth of the data, undertaking to report to Transfesa any change in the data and to hold it fully harmless from and against any liability due to such event.

15.3. If Supplier and its personnel access personal data of which Transfesa and/or its customers are controllers, they shall be under a secrecy and confidentiality duty over such data. If Supplier accesses and processes such data for the account of Transfesa it shall make the relevant "DATA PROCESSOR AGREEMENT", which shall form part of this Agreement. In the event of a security breach that affects such data, Supplier shall notify it without delay within the maximum term of 24 hours, by e-mail to RGPD@transfesa.com together with any relevant information for its documentation and communication.



16. SUBCONTRACTING: Supplier shall be unable to assign the agreement in whole or in part, or to subcontract its performance or execution, without obtaining express authorisation in advance from Transfesa. Such authorisation shall be requested from Transfesa in writing, stating the assignee or subcontractor, sufficiently in advance to prevent delays, even if such authorisation were denied. In the event of subcontracting, Supplier shall

extend to the assignee or subcontractor its obligations under this agreement, without prejudice to its joint and several liability for any breach by the subcontractor. Any subcontract shall be made only after the subcontractor has formally waived any direct action against Transfesa under law. Supplier undertakes to hold Transfesa fully harmless from and against any claim or direct action taken by the subcontractor against Transfesa.



17. AUDITS. Transfesa may at any time audit Supplier to verify due compliance in the provision of the Service, serving notice at least 2 days in advance. The audit in question may be carried out at the facilities of Supplier, of Transfesa or of the customer of Transfesa. Supplier only shall bear any cost arising from the audit.



18. COMPLIANCE:

18.1. Supplier undertakes to perform its duties and obligations under the Agreement in compliance with the laws, provisions and regulations in force, including anti-corruption laws, and conforming to the documents signed during the validation process carried out by the Transfesa Group: (i) Code of conduct of trade partners available at www.transfesa.com/compliance (ii) Confidentiality agreement; and (iii) Crime prevention policy.

18.2. Supplier confirms that 1) it is not on record as a sanctioned person under laws, regulations, resolutions, programs or restrictive measures related to matters of international economic-financial sanctions imposed by the United Nations, the European Union or any o of its Member States, the United Kingdom and/or the U.S.A.; 2) it does not act in the name or under the instructions of any person or enterprise sanctioned under the provisions contemplated in point 1) above; 3) no person or enterprise sanctioned under the provisions mentioned in point 1) above holds or controls more than 50% of its capital; and 4) it does not and has not previously participated in activities that may give rise to exposure to sanctions under the provisions contemplated in point 1) above.

18.3. In addition, it undertakes to report immediately: (i) any actual or potential breach by Supplier or by any third party performing the obligations of Supplier under the Agreement and (ii) any act of bribery or corrupt practice of any person.

18.4. Transfesa retains the right to verify, through the procedure that it may deem most advisable, the performance of this clause, Supplier giving its consent and undertaking to cooperate in good faith.

18.5. The infringement of criminal laws by Supplier, or by any third party performing obligations of Supplier, shall entitle Transfesa to terminate the Agreement immediately.



19. SUSTAINABILITY CONDITIONS: In compliance with international law and from the point of view of social protection and sustainability, to prevent and/or avoid having its activities cause or contribute to violations of human rights, Supplier shall promote a Health and Safety culture among its employees, not using child labour, not using any form of forced labour, recognising, accepting and safeguarding the right to work and to free association, not tolerating any form of bullying and/or discrimination and promoting the positive value of diversity. Likewise, Supplier shall ensure in its contractual relationship with TRANSFESA that it minimises its environmental impact, optimising the use of natural resources, controlling and reducing CO2 and particle emissions throughout the entire life cycle of its products and/or services, using energy efficiently, with an adequate waste management avoiding, to the extent possible, the use of hazardous substances.



20. ENTIRE AGREEMENT: This agreement contains expressly all the terms of the agreement made between the COMPANY and Supplier. The terms of this agreement render null and void any other terms agreed or not, orally or in writing, and any conditions and warranties, express or implied, statutory or otherwise, and any statements made orally or in writing before or after the date of effectiveness of this agreement, unless they are recorded in this agreement or are subsequently specifically agreed in writing and signed by the duly authorised representatives of both Parties. In the event of inconsistency between this Agreement and its Schedule(s), the terms of this Agreement shall prevail.



21. SEVERABILITY: If any clause or provision of this agreement is declared null, void or ineffective, this shall not affect the rest of its clauses and provisions, which shall remain fully in effect.



22. JURISDICTION: The parties agree that this agreement may be made by handwritten signature or using the electronic signature system that the Company may designate. For such purpose, Supplier represents and warrants that the contact details, e-mail and mobile telephone of the representative who will sign the agreement are valid and true for the purposes of the electronic signature of the agreement. For the resolution of any dispute that may arise in respect of the execution or interpretation of this Agreement that may not be amicably resolved between the Parties, both of the Parties submit to the jurisdiction of the courts and tribunals of Madrid, Spanish law to apply, expressly waiving any right they may have to any other jurisdiction.



FINAL: NEED TO COMPLY WITH THE VALIDATION PROCESS FORMALITIES: Supplier undertakes to submit any document that may be requested from it by Transfesa to evidence the performance of its legal duties and that it has obtained any permits and licence required to perform its activity. In the event that such documents require to be regularly updated, Supplier also undertakes to submit those in force from time to time within the requested terms. Failure to renew any of the aforementioned documents shall entitle Transfesa to suspend any outstanding payment until such breach is remedied, without time limit.