

*General **Terms and
Conditions of Service** for
IT Service Providers
DB Cargo Iberia Group*

These conditions apply to all services and contracts in force as of the date of their signature for the services provided by the supplier to DB Cargo Iberia Rail Logistics S.A. or to any company of the DB Cargo Iberia Group (the Company), whose updated list can be found on the website www.dbcargoiberia.com. The reference to services refers to any service contracted through a signed offer, purchase order, or contract in the course of execution as of the date of its signature. These general conditions shall prevail over any other document in the event of any contradiction.



1. SUBJECT MATTER: The conditions for the performance of the works to be carried out by the SUPPLIER are those indicated in this document. The total execution period of the works, as well as the phases, deliveries, and partial deadlines, where applicable, shall be described in the agreements, purchase orders, offers, or contracts that may have been agreed for each service.

The SUPPLIER shall be responsible vis-à-vis the COMPANY for the proper execution of the works and for compliance with the agreed deadlines, and shall be obligated to assume any liabilities and penalties that may be imposed on the COMPANY by its clients or by 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.

The foregoing is without prejudice to the COMPANY's right to terminate the contract due to breach. The COMPANY may modify, eliminate, reduce, and/or expand the scope of the works to be performed or the scheduled deadlines, based on its needs and strategy, or whenever necessary for the proper completion of the service, with a minimum prior notice of fifteen (15) days from the time such changes must be applied.



2. ACCEPTANCE OF THE WORKS: The COMPANY may partially validate the works performed by the SUPPLIER during the periodic follow up meetings that the COMPANY may convene for this purpose and reserves the right to issue its acceptance upon the completion of each phase or period. Such acceptance is subject to the prior acceptance of the works by the END CUSTOMER, should there be a final customer who is the beneficiary of these works.

The COMPANY may notify the SUPPLIER, in writing prepared for this purpose, of any potential discrepancies or comments it may raise, as well as the grounds on which they are based, which serve as the basis for its refusal to issue express acceptance of the works performed by the SUPPLIER. These differences shall be addressed by a Monitoring Committee, which shall make a decision in this regard. This body may approve a final list of incidents so that they may be resolved by the SUPPLIER.

The deadlines established for the validation of the different milestones/phases shall be those set forth in each agreement, purchase order, contract, or offer, or in the annexes to this contract (if applicable).

Final acceptance of the works performed by the SUPPLIER shall take place within a period of ten (10) days counted from the completion of the works and must be ratified by the END CUSTOMER, if there is a final customer who is the recipient of the works. In such case, the same validation procedure established for partial acceptances shall be followed.

The parties agree that the deadlines for acceptance of the works by the COMPANY may be modified in the event that the COMPANY must grant a different deadline to the END CUSTOMER.

In any case, the payment of all or part of the invoices issued by the SUPPLIER shall under no circumstances be understood as acceptance of the works or approval thereof.



3. PRICE: The total price of the works to be performed by the SUPPLIER shall be that agreed for each service. All taxes derived from the execution of this contract shall be borne by the parties in accordance with the Law. The indicated prices do not include VAT. The price includes all expenses that the SUPPLIER must incur for the provision of the service, except those expressly provided in writing, where applicable.



4. INVOICING AND METHOD OF PAYMENT: The COMPANY shall pay the relevant invoices within a period of sixty (60) calendar days from the date of receipt of the invoice by the COMPANY, by bank transfer to the account indicated on the invoice.

Notwithstanding the aforementioned deadlines, the SUPPLIER is obligated to fully complete the contracted services until their proper and final conclusion, without prejudice to any liabilities it may incur due to delay in delivery or completion of the service.

However, the mandatory payment period for invoices shall be suspended, without anything being claimable from the COMPANY, if there are causes of breach of this contract and, in particular, in any of the following cases:

- 1º.** If the received invoice does not comply with 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 certification in force.
- 2º.** If there is a justified dispute between the COMPANY and the SUPPLIER regarding the amount or concept of the invoice, until an agreement is reached in this regard.

- 30. If the certificates from the Social Security Administration and the Tax Agency, correctly issued, as well as the rest of the documents necessary to keep the Supplier's certification/approval in force, had not been delivered to the COMPANY within the legally established deadlines.
- 40. If, due to an incorrect performance of the contracted services by the SUPPLIER, or for any other cause attributable to it, the imposition of fines, penalties or sanctions on the

COMPANY were to occur, or if the final client of the COMPANY (if any) were to suspend or refuse payment of the invoices owed to the COMPANY.

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

In general, the breach of any of the obligations established in this contract for the SUPPLIER, and in particular those indicated above, shall entitle the COMPANY to suspend any pending payments until the cause of the breach has been remedied or the dispute arisen between the parties has been resolved, with the same effects indicated in the previous paragraph.

If the cause of breach referred to above is not remedied within a maximum period of 60 days, or if it is not capable of being remedied, the COMPANY shall be entitled to terminate this contract and/or to withhold the total amount of the sums pending payment, in order to apply them to the payment of any possible liabilities arising from the breach or from the consequences thereof.



5. BILLING DISCOUNT: Within the certification/approval required by the Company, the amount of rebates or discounts applicable based on billing volume shall be agreed. In the event that the supplier had previously entered into an agreement in this respect, such agreement shall remain in force after the execution of this agreement.



6. WARRANTY: The SUPPLIER guarantees the correctness and/or substantial functioning of each report, system, program, functionality, element, document or similar item developed, in accordance with the specifications, functionalities and/or requirements described in each case, for a period of one year counted from acceptance, unless another period is specified in the Specific Conditions or in the annexes to the contract (if applicable). During the warranty period, the SUPPLIER shall correct, at no cost, any anomaly, error, malfunction or deficiency that is communicated in writing by the COMPANY in the result of the work carried out by the SUPPLIER, and which renders it improper or not optimal for the use or purpose for which it is intended.



7. PERFORMANCE OF THE WORK: The SUPPLIER's personnel shall have the necessary technical training and experience for the performance of the service, with the highest levels of quality, professionalism and dedication. The SUPPLIER shall have its own technical means necessary for the execution of the work. In the event that, by agreement between the parties, it is the COMPANY that provides any of the technical means for the provision of the service, this circumstance shall be reflected in each agreement, as well as the compensation between the parties for such provision of means. The SUPPLIER undertakes to maintain the work teams that were initially assigned to the service in order to optimize the use of time and to avoid discontinuity and the inevitable disruptions that arise from the replacement of personnel and the loss of the service's know-how. The SUPPLIER and the COMPANY are aware that, due to the nature of this contract, the stability of the teams is a key factor for the successful performance of the service.

Nevertheless, in those cases where, for reasons not attributable to the SUPPLIER, it is necessary to replace a person assigned to the service, or in the event that there is any irregular conduct by an employee of the SUPPLIER that is reported by the COMPANY, the SUPPLIER undertakes to carry out the replacement in a manner that causes the least possible disruption to the continuity of the service and within a period not exceeding 24 hours.



8. FACILITIES AND PERSONNEL: The SUPPLIER's employees shall provide their services under the orders of the SUPPLIER, who shall pay their salary, set their working hours, and comply with occupational health and safety regulations.

The relationship between SUPPLIER and COMPANY is exclusively commercial in nature and, for this purpose, the supplier's employees shall never be subject to the disciplinary authority of the COMPANY. The SUPPLIER shall appoint a coordination manager who shall act as coordinator of the work, providing the necessary instructions to its work teams, and as the sole contact person with the COMPANY for any matters or incidents that may arise in the execution of the services. The services covered by this contract shall be provided at the facilities determined by the COMPANY at any given time for the proper performance of the service, or as previously agreed in each case (facilities of the SUPPLIER, its own or those of a COMPANY client). In the event that the services are to be provided at the facilities of a third party, the COMPANY shall facilitate the SUPPLIER's access to such premises during the FINAL CLIENT's working

hours and whenever the SUPPLIER reasonably requests it, in order to facilitate the timely fulfillment of the contracted work. 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 the COMPANY or by the entity that owns such facilities.

...facilities, providing the means that may be necessary. In cases where the work must be carried out at the facilities of the COMPANY or of a FINAL CLIENT, the PROVIDER is obliged to inform the COMPANY of the complete identification of the person assigned at any given time to the provision of the service, solely for the purposes of being able to activate all security mechanisms, authorizations and access means necessary to facilitate that person's entry to the premises where the services will be rendered, as well as to be able to carry out the necessary activities in matters of Occupational Risk Prevention. The personnel of the PROVIDER who take part in the provision of the services shall, at all times and in all cases, remain under the control, direction and disciplinary authority of the PROVIDER. The PROVIDER shall employ, in the execution of the contract, personnel from its own workforce, assuming vis à vis the COMPANY and with total indemnity for the latter, the obligations established under the current legislation for the main employer. The PROVIDER is obliged to comply with the regulations and provisions in force regarding Labour Legislation, Social Security and Occupational Risk Prevention, with total indemnity for the COMPANY for its possible breach. The COMPANY may require compliance therewith by the means it deems most appropriate, and the PROVIDER shall be obliged to deliver to the COMPANY, if so required by the latter:

- A list of the persons who have worked on the service during the month, accompanied by photocopies of forms RLC and RNT duly stamped by the collaborating banking entity, evidencing that the corresponding payments relating to the settlements for the previous month have been made. This documentation must accompany each invoice issued by the PROVIDER under this contract.
- Renewal of the certificates issued by the Tax Authorities and the Social Security at the time of their expiry.
- The COMPANY reserves the right to analyze this documentation, and if it verifies non compliance by the PROVIDER with the legal obligations incumbent upon it vis à vis Social Security or the Public Treasury, it may terminate the contract, demanding from the PROVIDER compensation for the damages and losses caused to the COMPANY. Any liability that may arise from these causes shall be exclusively attributable to the PROVIDER.

The foregoing is without prejudice to the COMPANY's power to suspend all pending payments to the PROVIDER while it correctly receives the documentation evidencing compliance with these obligations.



9. OCCUPATIONAL RISK PREVENTION AND COORDINATION OF BUSINESS ACTIVITIES: Both parties, the PROVIDER and the COMPANY, undertake to comply with the obligations established in Law 31/1995, of 11 November, on occupational risk prevention. Specifically, compliance shall be given, in matters of Coordination of Business Activities, to the provisions established in Article 24 of said law, as well as the provisions that develop and complement it, in order to guarantee the maximum levels of safety and protection against occupational risks. For this purpose, each of the Parties shall make available to the other the information and shall give the appropriate instructions in relation to the existing risks, as well as the corresponding prevention and emergency measures, and, in general, shall strictly comply with the provisions of the regulations on occupational risk prevention. In order to carry out the above, the COMPANY has a document management platform on which both parties undertake to upload the preventive documentation necessary to ensure adequate Coordination of Business Activities. As concurrent employers at a Workplace of the COMPANY or of a third party, both parties undertake to establish the coordination means for the prevention of occupational risks that they consider necessary and relevant; where applicable, the PROVIDER shall comply with the occupational risk prevention rules of those third party centers where it provides the Services. The PROVIDER shall not begin the provision of the Services, when these must be provided at a center other than those of the Provider, until it has become aware of, familiarized itself with, and accepted the aforementioned occupational risk prevention rules, whose compliance it shall assume and shall require to be complied with by its employees. Under the terms set out in the preceding paragraphs, the COMPANY shall make available to the PROVIDER the information on Occupational Risk Prevention indicated in Royal Decree 171/2004, attaching the following documents:

Information on Occupational Risk Prevention for concurrent companies and self employed workers and Emergency Measures at the Work Centers of the COMPANY Spain. This documentation contains information on the risks of the centers that may affect the activities carried out by the other companies and the preventive measures established.

- When the services are provided at the facilities of a third party, the COMPANY shall deliver to it the specific information on the same, provided that the employer owning the center supplies it.

The PROVIDER shall comply with the following obligations, which are of mandatory observance for companies concurrent at a workplace:

- It must inform about the specific risks of the activities that it carries out in execution of this Contract, whether at a Workplace of the COMPANY or at that of a third party, and that may affect the workers of the other concurrent companies, in particular those that may be aggravated or modified by circumstances arising from the concurrence of activities.
- The information must be sufficient and must be provided before the start of the activities, when a change occurs in the 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 consequence of the risks of the concurrent activities, an occupational accident occurs, the PROVIDER must immediately inform of the occurrence of such event, undertaking to provide the information that is necessary regarding the incident, as well as to deliver the Accident Investigation Report in accordance with the model that the COMPANY will provide.
- Must immediately communicate any emergency situation liable to affect the health or safety of workers present at the workplace.
- Must take into account in its risk assessments and in the planning of its preventive activity the information regarding the specific risks of the other companies concurrently present at the same workplace, considering the risks which, although inherent to each COMPANY, arise or become aggravated precisely due to the circumstances of concurrency in which the activities are carried out.

The PROVIDER, with respect to the activities to be performed arising from the present contract, states and guarantees:

- That it will take into account the information received from the COMPANY in its Occupational Risk Assessment and in its Preventive Activity Planning, as well as the instructions received.
- That it will communicate to its workers the information and instructions received, certifying that they possess 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 regulations in force.
- That all PROVIDER personnel must use the appropriate and specific Personal Protective Equipment for the work to be performed, complying with the applicable regulations.
- That the machinery, installations and general work equipment provided or carried out by the PROVIDER comply with the requirements demanded by the regulations in force, guaranteeing that said machinery and installations, as well as the personnel assigned for their operation and maintenance, comply with the requirements set forth in Royal Decree 1215/1997 and related regulations.
- That it complies with the regulations in force regarding Occupational Risk Prevention and that it will hold the COMPANY harmless from any claim or administrative sanction arising from the execution of the contracted works.

The PROVIDER shall indemnify and hold the COMPANY harmless with respect to any claim which, covered by claims derived from occupational risks, could be brought against it.



10. INTELLECTUAL PROPERTY: The COMPANY shall be the exclusive owner of all rights (that intellectual and industrial property legislation recognizes to authors) over the results obtained, or that may be obtained, from the development of the works to be carried out under this contract. In this respect, the COMPANY acquires, worldwide, for the entire duration of the copyright term and in an unlimited manner, all intellectual property rights, including exploitation rights, without any limitation and with the power to assign them to third parties. The PROVIDER shall defend, bearing the costs of the defense, and indemnify the COMPANY against any claim within the scope of this Contract arising from infringement of intellectual property rights, patents or trade secrets enforceable in Spain. In the event that the Company authorizes the subcontracting of services, the provider undertakes and guarantees that subcontractors have granted the Company the same rights indicated above prior to the commencement of the service.



11. COOPERATION: For the fulfillment of the purpose of this contract, cooperation between the parties shall be necessary, with each party providing such means within its reach as may be possible. The COMPANY and the PROVIDER shall appoint a contact person who shall act as liaison with the other party for communication purposes.



12. DURATION: The duration and planning of the works to be performed shall be those agreed in each case. Nevertheless, the COMPANY reserves the right to withdraw from the service or modify its scope, planning and/or contracted volume with 15 days' prior notice without any penalty or compensation whatsoever.



13. TERMINATION OF THE CONTRACT: The COMPANY 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 under this contract.
- 2º.** The death of the SUPPLIER or the modification of their legal capacity that may hinder or prevent the fulfilment of the contract, when the SUPPLIER is a natural person; and the dissolution, transformation, reduction of capital or significant changes in the shareholding structure of the company, if the SUPPLIER is incorporated as such.
- 3º.** The initiation against the SUPPLIER of enforcement proceedings or the decreeing of precautionary attachments or other interim measures that reveal a reduction in its economic solvency or financial difficulties in meeting the normal fulfilment of its obligations.
The SUPPLIER shall be deemed to be subject to the foregoing causes when the same occur in its parent company, in one or more companies of the same Business Group, or in any of the members of the joint venture or grouping of companies of which the SUPPLIER forms part.
- 4º.** Any other breach by the SUPPLIER of the terms of this contract.

In the cases in which termination of the contract is applicable, the COMPANY may adopt, together with the decision to terminate the contract, if it so chooses, all or some of the following measures against the SUPPLIER:

- a)** Suspend pending payments, in order to apply them to the payment of indemnities or damages suffered by the COMPANY or its clients.
- b)** Contract with third parties, at the account and expense of the SUPPLIER and in substitution thereof, the execution of what the SUPPLIER has ceased to perform or is experiencing difficulties in performing in order to fully comply with the contract, and stipulate with the third party that payments shall be made to it by the COMPANY in the name and on behalf of the SUPPLIER.



14. LIABILITY: The SUPPLIER is liable for the exact fulfilment of its legal and contractual obligations, assuming responsibility for any penalties and liabilities that may be claimed from the COMPANY by its final client for causes attributable to the SUPPLIER.

The SUPPLIER also undertakes to comply with all administrative, tax or labour obligations applicable in the performance of the contract, holding the COMPANY fully harmless from any possible breach thereof.

The SUPPLIER is likewise obliged to ensure that all personnel it maintains at the COMPANY's premises or those of a third party are duly hired, registered with Social Security, and up to date in the payment of salaries, social security contributions and other legal obligations.

The SUPPLIER shall provide documentary evidence to the COMPANY, whenever required, of compliance with the obligations referred to in the foregoing paragraphs.

The SUPPLIER is obliged to compensate the COMPANY if the latter is required to pay, as a consequence of the foregoing, any amount arising from liabilities with respect to workers assigned to the SUPPLIER's workforce, or for indemnities, labour obligations, Occupational Risk Prevention and/or Social Security, as well as the expenses incurred in this regard in the form of fees of Lawyers and Court Agents.

Likewise, it shall indemnify the COMPANY for any payments or expenses that it may incur derived from economic liability as a consequence of this Contract, by virtue of sanctioning resolutions or settlement assessments resulting from the intervention of the Authorities.

The COMPANY shall be responsible for the payment of the invoices corresponding to the provision of the services, in accordance with the provisions of this contract.



15. INSURANCE: The SUPPLIER undertakes to arrange, in any territorial scope where the activity subject to this contract is carried out or is to be carried out, at its own expense and for the entire duration of the performance of the contract, with an Insurance Company of recognised solvency, the legally required insurance policies, as well as those necessary insurance policies, for the purpose of covering the risks arising from this 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 by its personnel and that of its suppliers or subcontractors, to persons or property of the COMPANY or third parties.

Upon signing this contract or whenever the COMPANY so requests, the SUPPLIER shall provide the insurance policies taken out, as well as proof that the current annual premium has been paid and is up to date.

If the SUPPLIER fails to provide such documentation within 48 hours, it shall incur a contractual breach. The COMPANY shall be entitled to suspend all pending payments, without time limit, until documentary evidence of the validity of the insurance policies with the aforementioned coverages is provided. Once such evidence is provided, the calculation of the deadlines for payment of the invoices shall recommence.

The aforementioned obligations shall be transferred by the SUPPLIER, mutatis mutandis, to its subcontractors, in their entire scope, if subcontracting is authorised.

The SUPPLIER is at all times responsible for the insurance obligations mentioned above and, in any case, undertakes to indemnify and hold harmless the COMPANY 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 costs of lawyers, court agents and expenses incurred by the COMPANY or its affiliates vis-à-vis 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 inexistence or lack of coverage of the insurance shall in no case limit the SUPPLIER's liability for such events.



16. 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 the commitments established in this document that are applicable to them, and shall undertake, with the diligence of a good head of household, to ensure compliance therewith. If the COMPANY so requests, the SUPPLIER shall execute Confidentiality Agreements with its employees under terms identical to those specified herein. The Confidentiality Agreements established in this section shall have an indefinite duration and shall remain in force after the termination, for any reason whatsoever, of this Agreement. The SUPPLIER authorizes the COMPANY to inform and provide its FINAL CUSTOMER with copies of all data, information, and documents related to the performance of this contract, including certificates, data of employees assigned to the service, TC forms, and others of a similar nature that may be required by the FINAL CUSTOMER from the COMPANY.



17. PERSONAL DATA: Due to the nature of the services which are the subject of this contract, the SUPPLIER may be required to access personal data files owned by the COMPANY's customers, suppliers, or employees, which contain confidential and/or personal data. In any case, the SUPPLIER shall strictly comply with the obligations set forth in the legislation in force regarding personal data protection and in the implementing regulations in force at any given time, and shall comply with the specific instructions received regarding the purpose, content, and use of access to the data, limiting such access solely and exclusively to the purposes of providing the service.

The SUPPLIER undertakes to adopt the technical and organizational security measures required under the applicable regulations and those communicated in each case in order to ensure the necessary and appropriate level of security and to prevent alteration, loss, processing, or unauthorized access, taking into account the state of the technology, the nature of the data stored, and the risks to which they are exposed, whether arising from human action or from the physical or natural environment. To this effect, the SUPPLIER undertakes to:

- 1º.** Access personal data only if such access is necessary in order to fulfil the obligations established for the SUPPLIER under this contract.
- 2º.** Under no circumstances disclose personal data to third parties.
- 3º.** Destroy the data to which it has had access once the term of this contract has ended.

The Supplier shall inform its employees of the obligations established in this clause and of all the obligations set forth herein.

In cases where the COMPANY's final customer so requires, whether due to security policies or for other reasons, the SUPPLIER shall arrange for its employees to sign such Confidentiality or personal data access commitments as may be required.



18. SUBCONTRACTING: The SUPPLIER may not assign the contract, in whole or in part, nor subcontract its performance or execution, without the prior and express written authorization of the COMPANY. Such authorization must be requested from the COMPANY in writing, indicating the assignee or subcontractor and with sufficient advance notice so that no delays occur, even if such authorization is denied.



19. REGULATORY COMPLIANCE: The SUPPLIER undertakes to comply with the duties and obligations arising from the contract in accordance with the laws, rules, and regulations in force, 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 actual or suspected breach of the aforementioned laws, regulations, and policies, either by itself or by a third party carrying out the SUPPLIER's obligations under this contract, and (ii) any request for a bribe or corrupt practice by any person.

Any breach of criminal legislation by the SUPPLIER or by a third party carrying out the SUPPLIER's obligations under this contract shall entitle the COMPANY to immediate termination of the contract. In the event that the COMPANY has reason to believe that a breach of the obligations described in this clause has occurred, the SUPPLIER shall cooperate fully and in good faith with the COMPANY in order to determine whether such breach has taken place.



20. EXCLUSION OF TERMS: All the terms of the agreement between the COMPANY and the SUPPLIER are set out in this contract. Such terms cancel and exclude all other terms agreed or not, whether verbally or in writing, and all conditions and warranties, whether express or implied, statutory or otherwise, and all representations made orally or in writing before or after the commencement date hereof.

agreement, except where they appear in the contract or where they are subsequently agreed specifically in writing and signed by the duly authorized representatives of both Parties. In the event of any contradiction between the provisions of this contract and its Annex or Annexes, where applicable, the provisions of this contract shall prevail.



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



22. JURISDICTION: The Parties agree that this contract may be executed by handwritten signature or by means of the electronic signature system designated by the Company. For this purpose, the SUPPLIER declares and guarantees that the contact details, email address, and mobile telephone number of the representative who will sign the contract are valid and truthful for the purposes of the electronic execution of the contract.

For the resolution of any issues that may arise regarding the performance or interpretation of this Contract that cannot be resolved amicably between the Parties, both Parties submit to the Courts and Tribunals of Madrid, with the application of Spanish law, expressly waiving any other jurisdiction that may correspond to them.



FINAL: REQUIREMENT TO COMPLY WITH THE PROCEDURES OF THE APPROVAL PROCESS:

The Supplier undertakes to provide the documents requested by the Company for the purpose of evidencing compliance with its legal obligations, as well as the compliance policies and standards that are aligned with the policies of the DB Cargo Iberia group. Where such documents require periodic updating, the Supplier also undertakes to submit them within the timeframes indicated in the approval process. Failure to renew any of the aforementioned documents shall entitle the COMPANY to suspend any outstanding payment until such failure is remedied, with no time limitation.