

General Purchasing Conditions

The provisions of these General Purchasing Conditions ("GPC") apply to all contractual relationships between SYNTAX INFORMATION TECHNOLOGY, S.L.U., with Spanish Tax ID Number (NIF) B65289795 and registered offices at C/ Lluçanes 38, 08022, Barcelona ("SYNTAX") and their contractors (collectively "Parties" and individually "Party").

1. General

- 1.1 These GPC apply to all deliveries ("Deliveries") and services ("Services") provided by the contractor ("Contractor") to SYNTAX or any company which, directly or indirectly, is controlled by SYNTAX ("Affiliate"). Agreements deviating from these GPC are only effective if they have been expressly agreed in writing between the Parties in accordance with Section 3 of these GPC. These GPC apply in the version valid at the time of the purchasing order made by SYNTAX or at least, in the version last communicated to the Contractor in text form as a framework agreement applicable to similar future contracts, so that SYNTAX does not have to refer to them again in each individual case.
- 1.2 Deviating conditions to these GPC introduced by the Contractor or third parties do not apply, even if not expressly contradicted. The reference to letters containing or referring to the conditions of Contractor or a third party does not constitute consent to the validity of such conditions. The acceptance of Deliveries or Services or the making of payments are not to be interpreted as such consent.

2. Conclusion of Contract

- 2.1 Contractor must submit his offer in accordance with SYNTAX's request. Contractor must expressly point out any deviations. The offer is free of charge and non-binding for SYNTAX.
- 2.2 A contract between SYNTAX and Contractor is concluded when (i) SYNTAX accepts the Services offered by Contractor by means of a declaration in writing or (ii) Contractor accepts the order from SYNTAX by means of a written order confirmation or provision of Services.
- 2.3 Contractor must confirm the order from SYNTAX in writing within a period of 14 calendar days or fulfill the order without reservation by sending the appropriate goods (acceptance).
- 2.4 Delayed acceptance shall be treated as a new offer and requires new acceptance by SYNTAX.
- 2.5 Individual agreements made with the seller on a case-by-case basis (including side agreements, additions, and changes) always take precedence over these GPC. Subject to evidence to the contrary, a written agreement or written confirmation from SYNTAX is authoritative for the content of such agreements.

3. Written Form

Written declarations, in particular orders, contracts and order confirmations, can be effectively submitted by both Parties in text form (e-mail) or electronic form (e.g., via DocuSign).

4. Delivery Time and Delay in Delivery

- 4.1 The delivery time specified by SYNTAX is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it is 14 calendar days from the conclusion of the contract. Contractor is obliged to inform SYNTAX immediately in writing if Contractor is – for whatever reason - unlikely to be able to meet the agreed delivery times.
- 4.2 If Contractor does not provide the service or not within the agreed delivery time or if he is in default SYNTAX is entitled to request performance or rescission of the contract, with indemnification, in either case, for the damages caused by such delay. The regulations in paragraph 3 of this Section will remain unaffected.
- 4.3 If Contractor is in default, SYNTAX can demand, in addition to any compensation to which it is entitled by law, a lump-sum compensation for damage caused by default to the amount of 1% of the net price per complete calendar week, with the limit of a 5% of the net price of the delayed goods or service. Notwithstanding the above, SYNTAX reserves the right to provide evidence that greater damage has occurred in order to claim a higher compensation. Contractor reserves the right to provide evidence that no or significantly less damage has occurred.
- 4.4 Contractor shall support Syntax, at its own expense, in all activities to the extent required. In particular, Contractor shall provide Syntax with the necessary information, documents and other assistance and shall create the spatial, technical, and other necessary prerequisites for the execution of the contract.

5. Service, Delivery, Transfer of Risk, Default in Acceptance

- 5.1 All Deliveries and Services must comply with the state of the art applicable at the time the Delivery or the Service is provided.

- 5.2 Contractor is not entitled to have the Services performed by third Parties (e.g., subcontractors) without the prior written consent of SYNTAX. If SYNTAX consents to the involvement of third Parties, Contractor must oblige and control the third parties to comply with the requirements in Section 10 and respond jointly and severally towards Syntax for the performance of these third parties. Contractor bears the procurement risk for his Services, unless otherwise agreed in individual cases (e.g., restriction on stock).
- 5.3 Unless a specific order quantity is specified, SYNTAX has no minimum purchase obligation. Only the amount expressly accepted is subject and entitled to remuneration.
- 5.4 The place of delivery within Spain (to be freely agreed between the Parties) will be specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to SYNTAX's registered office in Spain indicated in the headings of these GPC. The respective destination is to be considered the place of performance for the Delivery and any subsequent performance (obligation to provide).
- 5.5 The Delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the order number. If the delivery note is missing or incomplete, SYNTAX is not responsible for any resulting delays in processing and payment.
- 5.6 The risk of accidental loss and/or accidental deterioration of the item is transferred to SYNTAX upon delivery at the place of performance. In the event that an acceptance test has been agreed, the risk will be transferred when the acceptance occurs.

6. Prices and Payment Terms

- 6.1 All prices stated in the order are net values including sales tax or value added tax, sales tax or comparable taxes. Any other taxes and / or fees that may arise are to be borne by Contractor.
- 6.2 Unless otherwise agreed in individual cases, the price includes all Services and ancillary services of Contractor (e.g., assembly) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).
- 6.3 Contractor undertakes to invoice Services within 6 (six) months after the provision of the service. If the billing is delayed, SYNTAX is entitled to a discount of 10% on the invoice amount. Invoices made more than 12 (twelve) months after the service has been provided shall be considered extemporaneous and SYNTAX shall not be obliged to pay. The agreed prices are due for payment within sixty (60) calendar days of complete Delivery or provision of a Service (including any agreed acceptance test) and receipt of a proper, verifiable invoice. In the case of bank transfers, it shall be understood that payment has been made on time if the transfer order from SYNTAX is received by Contractor before the payment deadline has expired.
- 6.4 For default in payment the relevant legal provisions apply.
- 6.5 SYNTAX is entitled to offset rights and rights of retention as well as the objection of the non-fulfilled contract to the legal extent. In particular, SYNTAX is entitled to withhold payments due as long as SYNTAX is still entitled to claims against Contractor for incomplete or defective Services.
- 6.6 Contractor has a right of off-setting or retention only for counterclaims that have been legally established or are undisputed generating receivables which are liquid, due and payable.
- 6.7 In the event of chain transactions Contractor is obliged to notify SYNTAX in writing without delay.

7. Retention of Title

- 7.1 SYNTAX retains ownership of all items sent to Contractor. Contractor must return the documents to SYNTAX upon request. Contractor must destroy copies. This obligation does not apply to documents that are subject to retention requirements established by Law.
- 7.2 The transfer of ownership of the goods to SYNTAX must take place unconditionally and regardless of the payment of the price, unless otherwise agreed between the Parties
- 7.3 If SYNTAX accepts an offer by Contractor for transfer of ownership conditional on the payment of the purchase price, the transfer of ownership shall take place, at the latest, with the payment of the

purchase price for the goods delivered. In the ordinary course of business, SYNTAX remains authorized to resell the goods. In this case, SYNTAX is entitled to assign the resulting credit due to the Contractor even before the purchase price is paid and without the need of prior authorization by Contractor, without prejudice to the extension of the regime established within this Section to the resale.

7.4 All other forms of retention of title are excluded, in particular the extended and forwarded retention of title for further processing.

8. Rights to Software and Output

8.1 In the case of a permanent transfer of standard software, Contractor grants SYNTAX non-exclusive, transferable, non-terminable and unlimited right to use the standard software.

8.2 In addition, the right for Syntax to use the standard software includes all authorizations to use the software as intended for business and commercial purposes, including in particular, but not limited to, the right to reproduce, edit and create backup copies.

8.3 If Contractor creates software individually for SYNTAX ("Individual Software"), Contractor grants SYNTAX the exclusive, sub-licensable and transferable right to use the software, unlimited in terms of content, time and space. This also applies to all known and unknown types of usage. Contractor guarantees that the individual software does not infringe any third party rights.

8.4 For all other work results that Contractor provides for SYNTAX within the contractual relationship, SYNTAX obtains exclusive, transferable and sublicensable rights of use which are unlimited in terms of content, time and space.

8.5 A temporary software transfer includes software maintenance, so that SYNTAX will not be charged any separate costs.

9. Defective & Improper Delivery / Poor Performance

9.1 The legal provisions apply to the rights of SYNTAX in the event of material and legal defects in the Deliveries and / or Services (including incorrect and short Deliveries as well as inadequate assembly, operating or operating instructions) and in the event of other breaches of duty by Contractor, unless otherwise specified below.

9.2 Contractor is in particular liable for ensuring that the Delivery and / or Service has the agreed quality upon transfer of risk. The product descriptions and the designations and references in the order are deemed to be the agreed quality irrespective of whether the product descriptions are introduced by SYNTAX, by Contractor or by a third party.

9.3 SYNTAX's duty to inspect is limited to defects that become apparent during an incoming goods inspection including the delivery papers (e.g., transport damage, wrong delivery, and short delivery) or are recognizable during quality controls in the random sampling procedure. If an acceptance test has been agreed, the requirement to examine is deemed to have been fulfilled if the corresponding acceptance is made. In addition, it depends on the extent to which an investigation is feasible in the normal course of business, taking into account the circumstances of the individual case. SYNTAX's obligation to report defects discovered at a later point remains unaffected. Without prejudice to the obligation to inspect, the complaint (notification of defects) is deemed to be prompt and timely if it is sent within 14 calendar days of discovery, in the case of obvious defects within 14 calendar days of delivery.

9.4 The Contractor shall be liable for the remedy of hidden defects under the terms and within the terms established by the applicable legislation.

9.5 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were built into another item or attached to another item in accordance with their type and intended use. SYNTAX's right to reimbursement of corresponding expenses remains unaffected. Contractor bears the expenses necessary for the purpose of testing and subsequent performance even in the event that no defect is determined. SYNTAX's liability for damages in the event of an unjustified request to remedy defects remains unaffected. In this respect, SYNTAX is only liable if SYNTAX recognized or negligently failed to recognize that there was no defect.

9.6 If Contractor does not meet his obligation to supplementary performance within a reasonable period set by SYNTAX, SYNTAX can remedy the defect itself and demand reimbursement of the necessary expenses from Contractor. SYNTAX has the right to choose the type of elimination of the defect (repair or replacement). If the subsequent performance by Contractor has failed or is unreasonable for SYNTAX (e.g., due to particular urgency, threat to operational safety or the threat of disproportionate damage), SYNTAX will inform Contractor immediately

of the existence of such circumstances, and will carry out the subsequent performance immediately without the need to establish a deadline.

9.7 In the case of non-working Services, SYNTAX grants Contractor two attempts of rectification.

9.8 In addition, in the event of a material or legal defect, SYNTAX is entitled to reduce the purchase price or to withdraw from the contract in accordance with the relevant legal provisions, being entitled to any compensation for damages and expenses established by Law.

9.9 If Contractor rents an item to SYNTAX, SYNTAX can reduce the regular remuneration in the event of material or legal defects in the rental item. In the event of any defects, SYNTAX is entitled to rectify them itself, provided that Contractor is in default with rectifying the defect. Claims for damages remain unaffected.

10. Compliance with Laws and contractor's obligations:

Contractor is obliged to comply with the relevant legal provisions in connection with the contractual relationship. The Supplier shall, at all times, comply with all laws, regulations and ordinances applicable in the exercise of its rights and obligations under this Agreement. In particular, without limitation, in environmental, privacy, data protection, labor and social security matters. Specifically, the Supplier undertakes to maintain the highest standards of conduct related to the payment of salaries and benefits of its employees, guaranteeing compliance with the minimum salary obligations imposed by law (e.g. minimum professional salary and/or established under the applicable collective agreement), as well as with social security obligations, expressly stating that it has no debts against social security.

10.1 Also, the Contractor will:

- observe the Syntax Code of Conduct;
- ensure that the products delivered by Contractor meet all relevant requirements for placing on the market in the European Union and in the European Economic Area. Upon request, he has to prove the conformity to SYNTAX by submitting suitable documents;
- comply with anti-corruption and money laundering laws and comply with obligations under labor and environmental protection law;
- comply with the requirements of the General Data Protection Regulation ("GDPR");
- take the necessary measures for Deliveries to Authorised Economic Operators (AEO).

10.2 SYNTAX can, at any time, request Contractor to provide evidence and documentation for compliance with the provisions of this section 10.

10.3 Contractor will make reasonable efforts to ensure that Contractor's obligations contained in this section 10 are adhered to by his sub-suppliers.

11. Producer Liability, Insurance Coverage

11.1 If Contractor is responsible for product damage, SYNTAX must be exempted from third party claims insofar as the cause is within the control and organizational area of Contractor and Contractor is himself liable in the external relationship.

11.2 Contractor must take out with a reputable insurer liability insurance at its own expense, which adequately covers the risks of the delivery or service. The liability insurance must cover twice SYNTAX's annual turnover. At the request of SYNTAX, Contractor must provide evidence of the insurance cover.

12. Statute of Limitation

12.1 The mutual claims of the Parties become statute-barred in accordance with the statutory provisions, unless otherwise specified below.

12.2 Apart from the suspension of limitation period provided for by law, the limitation period for claims and rights relating to defects shall also be suspended during the period of time from the notification of a defect until said defect has been remedied. The period of limitation will restart for Deliveries of goods or performances of services that are redelivered/re-performed in full or in part and for deliveries and performances that have been replaced or rectified. Insofar as SYNTAX is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period or Article 1968.2 of Spanish Civil Code applies.

13. Confidentiality Clause, Reference

13.1 Contractor is obliged to keep all information that has been expressly marked as confidential and all contractual documents secret for up to 3

(three) years after the conclusion of the cooperation unless such information was previously publicly available.

- 13.2 Without the prior express consent of SYNTAX, Contractor is not permitted to use SYNTAX as a customer on the website, for advertising purposes, brochures, etc. by name or with the brand itself. SYNTAX can revoke a given consent at any time.

14. Liability

- 14.1 In accordance with Paragraph 2, Contractor guarantees that the products delivered by Contractor do not infringe any third party property rights in countries of the European Union or other countries in which Contractor manufactures the products or has them manufactured. Contractor is otherwise liable in accordance with the statutory provisions.
- 14.2 Contractor is obliged to hold SYNTAX harmless from all claims that third Parties make against SYNTAX due to the infringement of industrial property rights mentioned in Paragraph 1, and to reimburse SYNTAX for all necessary expenses (including legal fees and expenses) in connection with this claim. This does not apply if Contractor can prove that Contractor is neither responsible for the infringement of property rights nor should have been aware of the infringement at the time of delivery if commercial diligence had been exercised.
- 14.3 In the event that claims are brought against SYNTAX on the basis of product liability (in particular concerning claims outside court or before court with regard to a product defect), Contractor shall indemnify SYNTAX from such claims and any resulting expenses and damages (including legal fees and expenses) to the extent that the Contractor caused the product defect.
- 14.4 SYNTAX has unlimited liability for intent and gross negligence. Liability for slight negligence is limited to the violation of essential obligations under Contract entered into by the Parties. If SYNTAX assumes guarantees for the goods that are the subject of the contract, SYNTAX shall be liable for this as well as for serious organizational fault.
- 14.5 Liability for simple negligence is limited to the typically foreseeable damage that results from the respective service provision of Contractor towards SYNTAX. Liability for slight negligence is limited to 1.5 million euros per case of damage. In the case of several cases of damage, liability is limited to 4 million euros.

15. Place of Performance, Place of Jurisdiction, Applicable Law

- 15.1 The place of performance for all Services provided by the Contractor is the registered office of SYNTAX in Spain indicated in the headings of these GPC. The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is the courts and tribunals of the city of Barcelona. The law of Spain shall apply exclusively, excluding the application of conflict of law provisions and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.

16. Final provisions

- 16.1 If any provision of these GPC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by Spanish law. The Parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.

As of March 2022