

Applus+ General Terms of Purchase of Goods

1 Scope

These general terms of purchase of goods (the "**Terms**") shall apply to all the sale and purchase of goods (the "**Goods**") from Supplier to ("**Applus+**" or the "**Buyer**").

These Terms supersede and prevail over any of the Supplier's standard terms and conditions of sale and delivery and such terms and conditions shall not be binding on the Buyer, regardless whether such terms and conditions are forwarded to the Buyer prior to delivery of any Goods or at any other time.

2 Documentation

The Goods shall be delivered together with such manuals and other documentation which are customary for the relevant type of goods or which are required by any applicable law or regulation, in the purchase agreement or in the Buyer's purchase order.

Each delivery shall include, in a visible placement at the packaging, the Buyer's name, address and order number.

3 Changes

Applus shall be entitled to make changes, amendments or alterations to the Goods, including additions, omissions, replacements, changes in quality, quantity, shape, character, type, kind, dimension, etc., in which case the Supplier shall inform the Buyer in writing, as soon as possible following the request and in any case no later than within the following three (3) business days, about the impact that said change or amendment might have in deadline, price or any other issue related to Goods. This information will be binding on the Supplier. The Buyer's request to a change, amendment or alteration to the Goods shall not be binding on the Buyer, unless it has received and accepted in writing the information from Supplier foreseen in this clause.

Supplier shall under no circumstance entitled to change, amend or alter the Goods or any condition regarding its delivery, including without limitation the deadline or the price, without previous written consent from Applus.

4 Payment

Unless otherwise agreed in writing, terms of payment shall be sixty (60) days confirming, payment day 20, from the date of invoice approval by the Buyer. The invoice shall at least contain a description

of the Goods and quantity supplied, time and place of delivery and the name of the Buyer and the Buyer's order number and tax identification number. Payment is conditional upon the Supplier's correct and total fulfillment of all its obligations with respect to the supply of the relevant Goods. The Buyer reserves the right to deduct and set off, from any payment due by the Buyer to the Supplier, any amounts payable by the Supplier to the Buyer from time to time.

The Supplier's invoice shall not be submitted until the Goods have been duly delivered.

The Supplier's invoice must be sent to the address of the Buyer as indicated in the purchase agreement or purchase order, or otherwise indicated by the Buyer to the Supplier.

5 Delivery

The Supplier shall deliver the Goods and any documents in relation thereto at the time and place stipulated in the purchase agreement or the Buyer's purchase order or as otherwise indicated by the Buyer. If the Buyer has not stipulated the time of delivery, the Supplier shall deliver the Goods within a reasonable time.

Terms of delivery shall be Delivered Duty Paid (DDP, as defined in the Incoterms 2020) at the place determined by the Buyer.

6 Prices

All price lists and other prices offered by the Supplier or agreed by the Parties shall be deemed to be inclusive any ancillary services relating to the supply of the Goods, including without limitation handling and invoicing.

7 Ownership and passing of risk

Title to the Goods and the risk of the Goods shall pass from the Supplier to the Buyer at the time of delivery as set out in Clause 4.

8 Delay

In the event of a delay in the delivery of the Goods or any of the documents related thereto, the Supplier shall provide the Buyer with immediate notice and suggest a new time of delivery. If the Buyer does not accept the new time of delivery, the Buyer shall be entitled to exercise any of the remedies set out below in respect of such late delivery.

Any delay shall be deemed a material breach of the Supplier's obligations and the Buyer shall be entitled to (i) cancel the purchase contract and the purchase order and claim damages (including but not limited to direct, indirect and

consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) and (ii) exercise any other remedies available to the Buyer under applicable law.

The Supplier shall not be entitled to partial deliveries unless otherwise agreed in writing by the Buyer. Any partial delivery shall be considered as late delivery and the Buyer shall be entitled to refuse such partial delivery and to exercise any of the remedies set out above.

If the Buyer has ordered a specific brand of Goods, the Buyer shall be entitled to refuse any delivery of Goods of another brand delivered by the Supplier and to exercise any of the remedies set out above.

9 Warranty

The Supplier represents and warrants that all Goods delivered to the Buyer (i) will be of a nature, quantity, quality, and description as required in the purchase agreement, the Buyer's purchase order and/or otherwise required by the Buyer; (ii) will comply with any applicable laws and regulations; (iii) will be fit for the purposes foreseen by the Buyer; and (iv) will possess the qualities of goods which the Supplier has shown to the Buyer as a sample or model; (v) will be packed in a manner usual for such goods and as required in the purchase agreement or the Buyer's purchase order and (vi) will be free from any defects.

This warranty shall expire twenty four (24) months after time of written acceptance by the Buyer of the Goods. In case there is no express acceptance of the Goods by the Buyer, these will be deemed tacitly accepted following 30 days from delivery. In case of replacement of Goods due to initial rejection or any reason, the warranty period shall expire twenty four (24) months following written acceptance by the Buyer of the new Goods that replace the ones initially delivered.

10 Non-conformity

If any of the Goods delivered by the Supplier to the Buyer are not in compliance with the warranties set out in Clause 8, or any other provisions in these Terms, the purchase agreement or the Buyer's purchase order, the Buyer shall be entitled (in its own discretion and without prejudice to any other remedy available under applicable law) to (i) require that the Supplier replaces the non-conforming Goods with fully conforming Goods promptly upon the Buyer's request, without cost to the Buyer; or (ii) claim a reduction in the purchase price in

proportion to the reduction in the value of the Goods caused by the non-conformity and (iii) cancel the purchase order and terminate any contract between the parties, in which case Supplier shall immediately return the Buyer any amounts which have been paid by the Buyer. In any case, the Buyer shall be entitled to claim damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements incurred by the Buyer as a consequence of the non-conforming Goods or any other breach by the Supplier, including any third party claims.

Any non-conformity shall be regarded as existing at the time of delivery of the Goods, unless otherwise proven by the Supplier.

11 Inspection

The Supplier is aware that the Buyer might not upon receipt of the Goods carry out an inspection of the Goods and that the Buyer may raise claims against the Supplier in respect of any non-conforming Goods at any time after delivery of such Goods.

12 Product liability

The Supplier shall indemnify the Buyer against any damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) which the Buyer, its affiliates or any of their employees, directors and officers may incur in connection with (i) any defects in the Goods or any breach by the Supplier of these Terms, the contract or the purchase order; (ii) any product liability of the Goods; and (iii) any claims from any third party against the Buyer, its affiliates or any of their employees, directors, and officers related to the Goods.

The Supplier shall be execute and maintain product liability insurance on customary terms with a reputable insurance company, which shall cover a sum sufficient considering the purchase and sale of Goods and Supplier's obligations under these Terms, the purchase agreement or the purchase order. The Supplier shall upon the Buyer's

request forward an insurance certificate to the Buyer evidencing such insurance cover.

13 Intellectual Property

The Supplier represents and warrants that the Goods will be not be subject to any third party rights (including but not limited to any charges or encumbrances) and that the Goods will not infringe any patents, licenses, trademarks, copyrights, know how or any other intellectual property rights of any third party. The Supplier shall indemnify the Buyer, its affiliates and their employees and officers against any damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) related to third party claims or to any breach by Supplier of this clause.

14 Confidentiality

The Supplier shall keep confidential all information about the Buyer and its business. The obligation of confidentiality shall remain for a period of 2 years following the delivery of Goods.

The Supplier shall not, without prior written consent from the Buyer, use the Buyer's name or any commercial relation with the Buyer for the purpose of advertising, as a reference or in any other way.

15 Subcontractors

The Supplier shall be strictly liable for any subcontractors or third parties used by the Supplier in the same terms as Supplier is liable towards the Buyer.

15. Data protection

Applus+ shall process Supplier's personal data in compliance with its Suppliers' Privacy policy, available here https://appportal.applus.com/irj/go/km/docs/applus/Repositorios/Proveedores/Proveedores_BASE/Pol%c3%adticas%20y%20normativa%20Applus%2b/Politica_%20privacidad_%20Applus_informacion_basica%202019.pdf

In respect of the processing of the personal data pertaining to the Supplier's employees, the Supplier is regarded as the data controller. Applus might require to be provided with certain personal data of the personnel assigned by Supplier for the purchase of Goods, and, in particular,

for the purpose, amongst others, of enabling access by personnel to Applus premises. Therefore, and in the context of the sale of Goods, the Supplier shall be responsible for providing its employees with any and all information required under the applicable data protection regulations prior to carrying out any disclosure and/or assignment of the personal data to Applus+ Entity, in addition to obtaining any valid consents that may be necessary, if any, in order to enable a lawful processing of the personal data by Applus+, where applicable. Supplier undertakes to ensure that any of the aforementioned disclosures of personal data pertaining to its employees, as may be required, are permissible and fully compliant with the requirements set forth in the applicable data protection regulations. The Supplier shall indemnify the Buyer, its affiliates and their employees, directors and officers against damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) related to any breach by Supplier of its obligations under this clause or any applicable data protection regulations.

16 Amendment

The Buyer shall be free to amend, at any time and at its sole discretion, these Terms.

Any amendment of the Terms shall be effective for the Supplier on the date of notice of the same by the Buyer.

17 Severability

If any provision in these Terms is or shall become invalid or unenforceable in whole or in part, the other provisions of these Terms shall remain valid and enforceable.

18 Law and jurisdiction

These Terms and all other matters related to the supply of Goods from the Supplier to the Buyer, shall be subject to the laws of the country where Applus+ operates and any dispute arising between the parties related thereto shall be subject to the exclusive jurisdiction of the corresponding courts.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the supply of the Goods.

Applus+ General Terms for contracting Services

1 Scope

These general terms of contract services (the “**Terms**”) shall apply to all the services (the “**Services**”) rendered by the supplier (the “**Supplier**”) to (“**Applus**”) or the “**Client**”).

These Terms supersede and prevail over any of the Supplier’s standard terms and conditions of sale and delivery and such terms and conditions shall not be binding on the Client, regardless whether such terms and conditions are forwarded to the Client on or before the provision of any Services or at any other time.

2 Payment

Unless otherwise agreed in writing, terms of payment shall be sixty (60) days confirming, payment day 20, from the date of invoice approval by the Buyer. The invoice must as a minimum contain a description of the Services, date and location of its provision, full name of the Client, and the Client’s order number and tax identification number. Payment is conditional upon the Supplier’s correct and total fulfillment of all its obligations with respect to the provision of the Services. The Client reserves the right to deduct and set off, from any payment due by the Client to the Supplier, any amounts payable by the Supplier to the Client from time to time.

The Supplier’s invoice shall not be submitted until the Services have been duly provided. The Supplier’s invoice must be sent to the address of the Client as indicated in the purchase agreement or purchase order, or otherwise indicated by the Buyer to the Supplier.

3 Services

The Supplier shall render the Services within the deadlines indicated in the services agreement, services’ order request or as otherwise established by the Client. If the Client has not indicated the deadlines, the Supplier shall render the Services within a reasonable time, doing its best efforts to render the Services within the shortest deadline possible.

Applus shall be entitled to make changes, amendments or alterations to the Services,

including additions, omissions, replacements, changes in quality, quantity, shape, character, type, kind, dimension, etc., in which case the Supplier shall inform the Client in writing, as soon as possible following the request and in any case no later than within the following three (3) business days, about the impact that said change or amendment might have in deadline, price or any other issue related to Services. This information will be binding on the Supplier. The Client’s request to a change, amendment or alteration to the Services shall not be binding on the Client, unless it has received and accepted in writing the information from Supplier foreseen in this clause.

Supplier shall under no circumstance entitled to change, amend or alter the Services or any condition regarding its provision, including without limitation the deadline or the price, without previous written consent from Applus.

Supplier represents and warrants that (i) it has the adequate and necessary personnel so the Services are provided within the deadline and conditions indicated by the Client; (ii) it has enough support personnel to cover any leave from current personnel; and (iii) its personnel has the adequate competences, skills, experience and training to provide the Services.

Supplier also represents and warrants that the personnel is informed and duly trained on (i) the requirements in the contract or services order request; (ii) the regulations, policies, procedures and standards applicable to Client and Applus Group, including but not limited to health and safety regulations and procedures.

Supplier shall, following Client’s request, replace any of its personnel assigned to the Services for another personnel, acceptable to Client and without any cost to Client.

4 Prices

All price lists and any prices offered by the Supplier or agreed by the Parties shall be deemed to be inclusive any costs, expenses, taxes and ancillary services relating to the provision of the Services, including without limitation handling and invoicing.

The Price includes all costs of personnel, transportation, taxes, charges, supplies, insurances or any other which are necessary or convenient for the complete and correct provision of the Services in accordance with the terms and conditions foreseen in this Terms, the agreement or any service order request. The Price is fixed, total and definitive and might not be

amended for any reason except with previous and written approval by Applus.

The incurrence by Supplier of higher costs or lower income to those initially budgeted or foreseen shall not be deemed a valid reason to not rendering the Services in accordance with the terms and conditions of these Terms, the agreement or the service order request.

5 Delay

In the event of a delay in the provision of the Services, the Supplier shall provide the Client with immediate notice and suggest a new time of delivery. In case of delay, the Client shall be entitled to (i) accept the new deadline suggested by the Supplier; (ii) cancel the Services, terminate any agreement between the parties or any service order request.

Any delay shall be deemed to be a material breach of Supplier’s obligations and, in addition with the remedies indicated in the paragraph above, it shall entitle the Client to (i) claim damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) and (ii) exercise any other remedies available to the Client under applicable law.

6 Warranty

The Supplier represents and warrants that the Services will be rendered (i) in accordance with terms and conditions of contract, service order or these Terms, or in any other manner as indicated by Client to Supplier; (ii) with the highest and upmost diligence and skill and in accordance with best practice of the sector; and (ii) in compliance with any applicable laws and regulations.

This warranty shall expire twenty four (24) months after completion of the Services.

7 Non-conformity

If any of the Services is not in compliance with the warranties set out in Clause 6, or any other provisions in these Terms, the service agreement or the Client’s service order request or otherwise defective, the Client shall be entitled (in its own discretion and without prejudice to any other remedy available under applicable law) to (i) require that the Supplier immediately repairs the defect; (ii) claim a reduction in the price in proportion to the defective Services; and (iii) terminate the agreement, service order request or the Services, in which

case the Supplier shall immediately return to the Client any amounts which have been paid by the Client for the Services. In any case, the Client shall be also entitled to claim damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) incurred by the Client as a consequence of the defective Services or any other breach by the Supplier or third party claim.

Supplier shall indemnify and keep Applus harmless from any damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) incurred by the Client in relation to the Services, including any third party claims.

8 Inspection and audit

The Supplier is aware that the Buyer might carry out an inspection after the provision of Services and that Client might claim any non-conformity with Services at any time after the provision of the Services. Likewise, the Client might carry out as many audits as it deems appropriate during the provision of Services in order to verify compliance of any obligations under the agreement, the Service's order request or these Terms.

9 Liability

The Supplier shall indemnify the Client, against any damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) which the Client, its affiliates or any of their employees, directors and officers may incur in connection with (i) any breach by the Supplier of these Terms, the contract or the Service's order request; and (ii) any defects on the Services, any defect caused by the Services or any liability or third party claim related to the Services.

The Supplier shall enter into and keep such insurance policies enough to cover any liability related to the Services or any Supplier's obligations under these Terms, on customary terms with a reputable insurance company, which shall cover a sum. The Supplier shall upon the Buyer's

request forward an insurance certificate to the Buyer evidencing such insurance cover.

10 Intellectual Property

The Client shall own and have full control over any deliverables related to the Services, as well as any ideas, know-how, information or materials provided by the Supplier and Applus shall be entitled to assign or transfer any of those to third parties and Supplier waives any rights over the same, without any additional amounts being payable to Supplier by Client. The Supplier shall deliver to Applus as much results, reports, and other materials are pending to be delivered at the time of completion of the Services, even if any invoice is pending to be paid. The Supplier. Therefore, the Supplier hereby unconditionally and without any time limitation or any other limitation, waives, assigns and transfers to the Client the ownership and all intellectual property rights arising from the provision of Services.

The Supplier represents and warrants that the Services and any deliverables related to the Services, as well as any ideas, know-how, information or materials provided by the Supplier, will not be subject to any third party rights (including but not limited to any charges or encumbrances) and that the Services or any deliverables, ideas, know-how, information or materials provided by the Supplier will not infringe any patents, licenses, trademarks, copyrights, know how or any other intellectual property rights of any third party.

The Supplier shall indemnify the Buyer, its affiliates and their employees, directors and officers against damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) related to third party claims or to any breach by Supplier of this clause.

11 Confidentiality

The Supplier shall keep confidential all information about the Client and its business. The obligation of confidentiality shall remain during the duration of Services and for a period of 2 years following the completion of the Services.

The Supplier shall not, without prior written consent from the Client, use the Buyer's name or any commercial relation with the Buyer for the purpose of advertising, as a reference or in any other

way.

12 Independent contractor

The relationship between the Client and the Supplier is a commercial relationship and there is no employment or labour relationship between Client and Supplier or its personnel. The Supplier shall indemnify the Buyer, its affiliates and their employees, directors and officers against damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) related to any claims from Supplier or any of its current or past employees, including, in case of a court ruling that obliges the Client to accept the Supplier's personnel as part of its own staff, the monthly cost of salary and taxes, as long as the labour relationship continues and, if applicable, any severance payment arising from termination of said employee.

The relationship between Supplier and Client are of two independent entities and the Supplier and none of its personnel acts as representative, agents or similar for the Client.

13 Subcontractors

The Supplier shall not subcontract all or part of the Services without prior written express consent by the Client.

The Supplier shall be strictly liable for any subcontractors, personnel or third parties used by the Supplier in the same terms as Supplier is liable towards the Buyer.

14 Data protection

Applus+ shall process Supplier's personal data in compliance with its Suppliers' Privacy policy, available here https://apportal.applus.com/irj/go/km/docs/applus/Repositorios/Proveedores/Proveedores_BASE/Pol%c3%adticas%20y%20normativa%20Applus%2b/Politica_%20privacidad_%20Applus_inf_ormacion_basica%202019.pdf

In respect of the processing of the personal data pertaining to the Supplier's employees, the Supplier is regarded as the data controller. Applus might require to be provided with certain personal data of the personnel assigned by Supplier for the provision of Services, and, in particular, for the purpose, amongst others, of enabling access by personnel to Applus premises. Therefore, and in the context of the provision of Services, the Supplier shall be responsible for providing

its employees with any and all information required under the applicable data protection regulations prior to carrying out any disclosure and/or assignment of the personal data to the Client, in addition to obtaining any valid consents that may be necessary, if any, in order to enable a lawful processing of the personal data by Applus+, where applicable. Supplier undertakes to ensure that any of the aforementioned disclosures of personal data pertaining to its employees, as may be required, are permissible and fully compliant with the requirements set forth in the applicable data protection regulations. The Supplier shall indemnify the Buyer, its affiliates and their employees, directors and officers against damages (including but not limited to direct, indirect and consequential damages), losses (including but not limited to loss of profit), liabilities, prejudices, costs and expenses (including but not limited to legal fees, court or arbitration rulings, fines or settlements) related to any breach by Supplier of its obligations under this clause or any applicable data protection regulations.

15 Amendment

The Client shall be free to amend, at any time and at its sole discretion, these Terms.

Any amendment of the Terms shall be effective for the Supplier on the date of notice of the same by the Client.

16 Severability

If any provision in these Terms is or shall become invalid or unenforceable in whole or in part, the other provisions of these Terms shall remain valid and enforceable.

17 Law and jurisdiction

These Terms and all other matters related to the provision of Services from the Supplier to the Client shall be subject to the laws of the country where Applus+ operates and any dispute arising between the parties related thereto shall be subject to the exclusive jurisdiction of the corresponding courts.