

## **General terms and conditions for ITENE's testing services**

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### **1. Confidentiality**

ITENE agrees to maintain the confidentiality of its Clients, keeping secret, not disseminating or using for its own purposes the documentation provided and the information disclosed which is necessary to carry out the project as well as the information generated as a result of it.

ITENE shall keep the documentation relating to the project until it is completed or until it ceases to be carried out. Upon completion of the project, ITENE may return to the Client all the documentation supplied by the latter and must do so when requested to do so by the Client.

ITENE undertakes not to reproduce or transmit to third parties any document or information without the express authorization of the Client.

This confidentiality agreement shall extend to any other work agreed upon by the parties. This undertaking shall not apply to information and processes to which ITENE has legitimate access and which are separate from those provided by the Client, either through its own business, through third parties or because this information and processes have become public knowledge. This confidentiality agreement subscribed by ITENE is equally applicable to all of its staff and associates who participate in the project, under the guidance of ITENE. ITENE shall take all reasonable precautions to ensure compliance with the commitments set forth herein for the benefit of the Client.

The Client undertakes not to use or disseminate under any circumstances ITENE's own scientific or technical information or knowledge to which it may have access as a result of its work on the project, unless expressly authorized to do so in writing by ITENE.

ITENE shall deploy its own resources and expertise to achieve the results envisaged in the technical annex to the quote. ITENE shall retain industrial ownership of the knowledge generated during the work it carries out on the project. The Client shall be entitled to use the results obtained for commercial purposes.

The commitments set forth herein shall remain in full force and effect, not only during the term of the project, but also after its termination, whatever the cause thereof.

Notwithstanding the foregoing, the provisions of Spanish Organic Law 15/1999, of 13 December, on Personal Data Protection, shall apply, where applicable, to data regarding physical persons appearing in the documentation provided by the Client.



## 2. Non-exclusivity

Given that ITENE works for a large range of clients in many sectors as well as in a broad range of activities, it cannot guarantee exclusivity to any current or future Client in terms of advice on a specific technological or research area. Consequently, except where there is an ethical conflict, the acceptance of these conditions by the Client entitles ITENE to provide services or projects to any company other than the Client in any area of technology, even if this implies or entails performing work for Clients and their subsidiaries who are competing against each other in the market.

## 3. Disclaimer

This contract excludes all terms, conditions and warranties (including any warranty regarding quality or for any specified purpose) regarding uses, form, quality or duration of service, unless this contravenes the law.

ITENE's liability for the infringement of this contract, including negligence, is limited to the client's choice of repeating the tests or being refunded the amount paid. ITENE shall not be liable in any way for any causal or indirect damage that may occur because of the service provided to the client or the use of their results.

## 4. Work coordination

The management and responsibility of each project by ITENE corresponds to a Project Manager, who shall be named by ITENE's management and whose name shall appear in the contract that ITENE signs with its Clients. This person shall be the main contact between ITENE and the Client, and shall be in charge of informing the Client of the progress of the project work. The Project Manager shall discuss and resolve any questions or issues that may arise with regard to the organization and quality of the services being provided to the Client.

The Client's management shall designate a Project Manager in the company, who shall act as the Client's authorized representative with the power to resolve and make decisions with ITENE's Project Manager on those matters which are the Client's responsibility.

The Project Manager shall assign a team of staff to participate in the project work. ITENE's Project Manager or ITENE's Management may modify this assignment, informing the Client accordingly.

## 5. Project quote

The quote is calculated on the basis of the number of hours spent by the respective staff assigned to the project, the materials and equipment used, and any external expenses incurred to carry out the work.

## 6. Fee and expenses excluded

Unless otherwise agreed, the fees and expenses incurred by ITENE's staff for participating in meetings or oral testimonies as a result of any dispute with a third-party client in which the report quoted for is used, will be invoiced to the client by ITENE and paid by the client to ITENE in the same conditions as stipulated in the contract.



## 7. Quote and acceptance

ITENE shall draw up a written quote for every project requested by a Client. This quote will be sent to the Client by post, fax or e-mail.

ITENE shall only commence work on the project once the Client has expressly agreed to the quote in writing and has duly notified ITENE of its acceptance. The deadlines mentioned in the quote may be modified by ITENE if this is accepted more than 15 days after it was sent.

Any changes in the initial terms and conditions shall be notified in writing to ITENE. Acceptance of the quote shall imply acceptance of these General Terms and Conditions.

## 8. Terms of payment

All quotes, contracts, invoicing and payments for any professional services rendered by ITENE shall be made in Euros.

All projects performed by ITENE will be settled by direct debit. Therefore, upon acceptance of the quote, the Client must inform the Project Manager assigned by ITENE of the bank account details to make the direct debit. As a general rule, the provisions set out in Law 15/2010 of 5 July, which establishes measures to counter late payments in commercial transactions, shall be applicable. Exceptions to this rule are those set out in these General Terms and Conditions or where a specific written agreement has been signed between the Client and ITENE.

## 9. Invoicing and payment collection

Project invoicing shall be carried out in accordance with the milestone and phase schedule established in the technical annex to the quote or in the contract ITENE concludes with the Client.

Once the invoice has been issued, payment shall be made by direct debit thirty days after the invoice issue date. ITENE's Administration Department shall inform the Client 15 days in advance of the actual date on which the payment shall be debited from the latter's account.

The invoiced sums shall include any applicable taxes, especially Value Added Tax, where appropriate. Invoices shall be settled within 30 days following their issue date.

Generally speaking, unless there is an express written agreement between the Client and ITENE, the maximum payment deadlines for work on the project shall be the following:

- a) 30 days after the date on which the Client has received the invoice or an equivalent request for payment issued to the Client by ITENE, and in any case, 45 days following the issuance of said invoice.
- b) Should ITENE issue an invoice or an equivalent request for payment prior to the supply of the service or performance of the project, the deadline for payment shall be 30 calendar days following the supply of the service or the performance of the project, task or milestone, in accordance with the quote issued by ITENE.
- c) If an acceptance or verification procedure has been provided for by law or in the contract whereby the conformity of the service or project performed with the provisions of the contract needs to be verified and if the Client receives the invoice or equivalent request for payment before or on the date on which the acceptance or verification takes place, payment will be made 30 days after the acceptance or verification date.



### **Accrual of late payment interest**

The Client liable for the payment of the monetary debt arising as a result of its operations with ITENE shall be considered to be in arrears and shall automatically be liable to pay late payment interest in accordance with Spanish Law 15/2010 of 5 July should it not comply with its payment obligations within the agreed or legally established deadline, without ITENE having to send a due-date notice or any other notices.

### **Requirements for ITENE to be able to demand late payment interest**

ITENE shall be entitled to receive late payment interest when the requirements stipulated in Law 15/2010 of July 5th are met.

### **Retention of title clause**

In the relations between ITENE and its Client, ITENE shall retain full ownership of the contracted goods, services and projects until full payment of the amount stipulated in the quote has been settled.

## **10. Suspension and termination of service**

ITENE reserves the right to suspend the work being performed under the contracted project if the Client does not pay its invoices within the established deadlines, in compliance with legislation and the applicable standards of good commercial practice. This suspension may also be applied to any other matters that the Clients, its subsidiaries, associates, etc. have entrusted to ITENE and shall be in force until all pending payments have been fully settled. If more than a month has elapsed since the suspension came into force, ITENE may definitively terminate the project or service contract, proceed to invoice any work that has been performed but not invoiced and initiate measures to collect the payment of invoices pending.

Under no circumstance shall the suspension of work by ITENE mean the loss of confidentiality rights for the Client. Any other companies or organizations involved in the project shall also be informed of this suspension.

After settling the pending sums for the project work carried out, the Client can consider its professional relationship with ITENE as terminated, without the need to state any reasons to justify its decision. It shall announce this decision in good time.

The project work can be interrupted by mutual agreement between the contracting parties, and shall be done so in writing. Likewise, the continued suspension of the work for a longer period of time than the actual period established for completion of the project, shall entitle either party to call for the work to be cancelled. In such cases, ITENE shall be entitled to demand payment for the work it has carried out for the Client under the contract, up to the time of cancellation, as well as any other amounts that ITENE has committed to pay any third parties, in order to correctly perform the work involved in the project.

ITENE shall not be responsible for any delays or other contingencies or failures caused by unforeseen circumstances beyond its control or force majeure.



## **11. Sample reception and storage**

The Client shall be responsible for the delivery of the samples and their delivery costs.

The samples sent to ITENE's facilities must comply with the technical requirements, packaging and conservation instructions indicated by ITENE.

After sending the results to the Client, ITENE will retain the samples and products in storage for 3 days.

## **12. Specific terms and conditions**

These general terms and conditions shall not exclude the fact that other specific terms and conditions may be agreed between the Client and ITENE and may appear in the corresponding technical annex to the quote. In this case, the specific terms and conditions agreed shall take precedence over the general terms and conditions, but these shall both form part of the contract between the Client and ITENE.

The parties may modify the contract at any time by mutual agreement.

## **13. Jurisdiction**

The parties shall endeavor to reach an amicable solution to resolve any discrepancy that may arise from the interpretation or application of the contract, in accordance with the principles of good faith and balance in the services which shape the relations between both parties.

Nevertheless, should no amicable solution be reached, both parties shall expressly submit to the Courts of Law of Valencia, Spain with express waiver of their own jurisdiction or any other jurisdiction to which they might have recourse.

Each party designates as its domicile, for all intents and purposes, the domicile stated in the contract or quote. Any modification of this domicile shall be expressly informed.

## **14. Liability**

The Client, insofar as it manages its business, decides and approves the means of production, suitability and commercialization of its goods and services, shall accept all responsibility deriving from the manufacture and commercialization of these goods and services. Accordingly, ITENE shall not be liable to the Client or third parties and shall not be liable for any disputes arising from the manufacture and commercial exploitation of the results of the work.

The parties agree that the distribution of responsibilities between them shall be in accordance with the provisions contained herein.