

GENERAL PURCHASING CONDITIONS OF GOODS AND SERVICES BY COMPANIES OF THE TRANSFESA GROUP

SECTION 1

GENERAL PROVISIONS FOR THE PURCHASE OF GOODS AND SERVICES

1.1 DEFINITIONS

- Contract: these general conditions and, if applicable, the particular conditions that could be established by the parties in writing; and/or the order placed by the Company and expressly or tacitly accepted by the Supplier; and/or the estimate sent by the Supplier and expressly accepted by the Company by signing; and/or any other document that is deemed by the parties to be contractual in nature or any behaviour or action carried out by the parties from which their will to be contractually bound is derived.
- Purchase or acquisition of goods: an operation consisting in the acquisition of movable property by the Company, whether the goods are already manufactured or they have to be manufactured by the Supplier.
- Provision of services: an operation that consists in the provision of an activity or activities, to the Company and by the Supplier, for the purpose of executing an installation, or for obtaining a specific result, or for any other purpose that may be contractually provided for.
- Company: a company of the TRANSFESA Group that requests the purchase of a good or the provision of a service from a Supplier under the contract.
- TRANSFESA Group: the following companies: https://www.transfesa.com/rail-spain-es/about_transfesa/profile/who_are_we.html.
- Supplier: a natural or legal person who enters into a Contract with the Company for the delivery of a good or the provision of a service.

1.2 SCOPE OF APPLICATION

These general conditions will be applicable to the contracts that are entered into for the purchase of goods or for the provision of services, as applicable, by companies of the TRANSFESA Group. The complete text of these conditions is available at https://www.transfesa.com/rail-spain-es/about_transfesa/legal_conditions.html.

The Company will place these conditions at the Supplier's disposal either by delivering them or through reference to said website in any of the contractual documents or any of the documents originating as a consequence of performing the Contract.

These conditions are divided into 2 sections. Section 1 is applicable to all Contracts entered into by the Company for the purchase of goods or for contracting the provision of services. In any event and considering the purpose of the Contract, the provisions set forth in Section 2 will prevail in the event that they contradict with the provisions set forth in section 1.

1.3 INTERPRETATION

In the event of any contradiction between these general conditions and any other document that may be included in the Contract, the particular conditions individually negotiated between the parties will prevail.

Barring express agreement to the contrary, in contracts entered into by the Company, no general conditions other than those set forth in this document will be understood to be accepted or

incorporated, wherefore any conditions or specifications that a Supplier may insert in its notifications, invoices, or other documents will not be applicable to the Contract whenever they may contradict or be contrary to these general conditions.

1.4 COMPLIANCE WITH LEGISLATION

The parties are holders of all authorisations, licences, or qualifications that, at any given time, may be necessary for complying with the obligations assumed by virtue of the Contract. The parties will be bound, at all times, to be up-to-date in compliance with their legal obligations, particularly those that may be required due to tax, employment, or social provisions, and they are bound to provide the other party, upon reasonable request, with the documentation that proves such compliance.

Each of the parties will be liable to the other for the damages that may be derived from a breach of this provision.

1.5 OBLIGATIONS OF THE SUPPLIER

The Supplier is bound to deliver the good or provide the service, together with all manuals, certificates, and other necessary documents, and to guarantee compliance with all safety and quality requisites that are contracted or legally required and necessary for the use and marketing thereof. In deliveries of goods, the Supplier is bound to transfer the ownership thereof to the Company, free from any lien, encumbrance, or privilege, and will guarantee that the same are top quality and are being used for the first time.

The Supplier declares and guarantees that it is the holder of all trademarks, patents, licences, and any other industrial and intellectual property rights that are necessary for complying with its obligations and for performance of the Contract, wherefore it will compensate the Company and will hold it and its subsidiaries harmless from the damages that could be derived from a breach of this obligation.

The Supplier must, sufficiently in advance as it deems necessary, request from the Company all information that it deems necessary to correctly and appropriately provide the goods or services. If such information is not requested from the Company, it will be understood that the Supplier has all the information that may be necessary for adequate compliance with the Contract.

The Supplier must notify the Company of any change to its personal data (including changes to the legal form, to the name, to the registered address, to the tax residence, or to the NIF [*Tax ID Number*]) and must notify the Company of any other circumstance that may have an influence on the Company's tax obligations (as an example, registrations or de-registrations in special tax schemes, changes in the applicable withholding rate, or changes in treatment of the operation for VAT purposes).

Said notification must be made in writing and must be sent to the Company within a maximum period of ten calendar days as from when the Supplier may have record of the change, object of notification. Any damages caused to the Company due to the Supplier's failure to comply will be passed on to the same.

1.6 PLACE AND DATE

Barring express agreement to the contrary, the deadline established for the delivery of goods or for the provision of services to the Company will be essential in nature, and no notification whatsoever from the Company will be necessary to consider the existence of a delay once the established deadline has elapsed.

In the event of a delay, the Company may choose between either terminating the Contract or demanding compliance and the payment of an agreed penalty. In either event, the Supplier will also pay compensation for the damages caused to the Company.

The Company is not bound to accept the delivery of a good or the provision of a service prior to the agreed date for delivery or provision.

Goods must be delivered or services must be provided by the Supplier at the Company's facilities.

1.7 DELIVERY OF GOODS AND SERVICES

The Supplier must demonstrate the delivery of goods through a delivery document that is duly signed by a person authorised to represent the Company. The performance and execution of services must be demonstrated by a document, likewise signed by a person authorised by the Company, that justifies that provision of the service has ended. For deliveries of goods, they must be duly packed or packaged for the handling thereof, and they must be marked such that, externally, they can be identified and related to the Contract to which they refer.

Together with the goods or services, the Supplier must deliver to the Company all manuals, all certificates of quality and origin, and any other documents that may be legally or contractually required.

The Supplier may not invoice any goods or services for which it does not demonstrate the delivery thereof in the specified manner.

The Company may reject the delivery of any goods or services that, at the time of the delivery thereof, were not suitable or adequate or compliant with the agreed conditions or if they were not accompanied by the manuals, certificates, or documents (whether technical or of any other nature) that had to be delivered together with the good or service. In such event, the Company may terminate the Contract or, at its discretion, grant a period to the Supplier so that it can correct the causes and reasons that justified the rejection of delivery, without prejudice, in this latter case, to demanding accountability for a delay, if applicable.

Before receiving a good or accepting the provision of a service, the Company may, at the established delivery location, conduct the inspections, checks, analyses, and examinations that it may deem appropriate.

Acceptance of the delivery of a good or service by the Company, even if it had conducted the inspections, examinations, or analyses that it deemed necessary, may not be interpreted as a waiver by the same of the contractual or legal rights to which it may be entitled due to defective compliance, a breach, or any other cause.

1.8 RISKS

The Supplier assumes the risks of loss and damages to the goods acquired by the Company up until the moment when such goods are effectively delivered and received by the Company at the facilities of the Company agreed to in the Contract.

1.9 PRICE AND PAYMENT OF GOODS AND SERVICES

1.9.1 Price

The Company is bound to pay the price established in the Contract. Prices will be established in euros.

With the sole exception of VAT, the price given by the Supplier includes all the expenses, fees, tariffs, surcharges, supplements, and all other concepts that must be incurred or that may be due as a result of performance or execution, even if the origin or cause thereof were an event or requirement by a third party before or after the Contract date. No other amount that had not been expressly accepted by the Company may be demanded from the same due to the acquisition of goods or services from the Supplier.

The agreed price will not be subject to any revision, updating, or modification, unless it had been expressly agreed upon by Contract.

1.9.2 Payment

Invoices must be accompanied by the documents that prove reception of the goods and services by the Company in the manner set forth in the Contract. Invoices issued by the Supplier, which will have to attach a copy of such documents, will be paid by the Company by bank transfer into the account indicated in the Supplier's corresponding invoice, within the maximum period of 60 days as from the date when the invoice is received.

Nevertheless, whenever the services provided by the Supplier consisted in the transport of merchandise by road and, subject to compliance with the subcontracting conditions provided for in the Contract, said transport were effectively carried out by a carrier other than the Supplier, the Company will not be bound to pay the Supplier for the price corresponding to said transport service until the Supplier sufficiently proves to the Company that the road transport operator who effectively carried out the transport has been completely and effectively paid for executing the service. If, due to any circumstance, the Company were compelled to pay the price of the transport owed to any third-party carrier who had performed the services undertaken by the Supplier pursuant to the Contract, then the Supplier will be bound to reimburse the Company for said amount within the non-extendable period of 1 day, without prejudice to any other liabilities for which the Supplier may be held due to a breach of the provisions set forth in the Contract.

Payment of the price will not mean any waiver of the Company's rights or acceptance of delivery of the good or service that is delivered or provided by the Supplier.

1.9.3 Delay in payment

Payment past the agreed deadline will involve, subject to written notification from the Supplier to the Company, accrual of the late interest provided for in Act 3/2004, on the fight against late payment in commercial operations, in the version in force at any given time.

Without prejudice to the Supplier's right to terminate the Contract whenever it may be applicable, any non-payment or late payment by the Company does not authorise the Supplier to suspend compliance with its obligations or to withhold the goods that are owned by the Company or that had been delivered to the Supplier by the Company.

1.10 OFFSETTING

The Company may offset the amounts that it could owe to the Supplier by those amounts that the Supplier may owe to the Company or to any other company of the TRANSFESA Group, even if they had not been owed pursuant to the Contract.

1.11 LIABILITY OF THE SUPPLIER

Barring events of force majeure, which must be substantiated by the Supplier, the Supplier will, without limitation, be liable to the Company for all damages caused and all other consequences that may be derived from defective compliance with or a breach of the obligations set forth in the Contract or for the failure to observe the legal and contractual provisions established for the delivery of goods or for the provision of services. The Supplier will, particularly but without limitation, be liable for the failure to deliver the committed goods or for the delivery of goods that are not compliant or for the late delivery thereof to the Company, as well as for incorrect or inadequate provision and performance of the services, such that the result obtained was not what was agreed upon or was not what could be reasonably be expected of the contracted service, and for a delay in the provision of such services.

The Supplier will, without limitation, be liable for all damages to property caused to the goods of the Company and for all damages to property and personal injuries caused to any person, including those who may be employed or contracted by the Supplier to provide the services, object of the Contract, which are predicated on an action or omission, whether negligent or not, of the Supplier or of said dependent or contracted personnel, in the performance of or compliance with the obligations derived

from the Contract. The Supplier will likewise exonerate the Company and compensate the Company and hold it harmless with respect to any claim that could be made against the same or against its subsidiaries as a result of or predicated on performing or executing the Contract. When providing services that are performed on goods that, for executing the service, had been delivered to or placed at the Supplier's disposal by the Company or on behalf of the latter, the Supplier will be liable, without limitation, for any loss or damage to such goods.

The Supplier will compensate and hold the Company and its subsidiaries harmless from any liability, regardless of the nature, grounds, or extent thereof, which could be demanded of the Company and which may be predicated on a breach or defective compliance by the Supplier with any of the obligations assumed by virtue of the Contract.

Without prejudice to the provisions set forth in the preceding paragraph, upon request from the Company, the Supplier must:

- a) deliver any document (including electronic records) and information regarding custody, possession, and control, by the Supplier, related to a claim process against the Company, within 10 calendar days following the request by the Company;
- b) provide the Company with all necessary assistance, which includes providing a means of proof, that the company could require during its defense in a claim process filed against the Company; and/or
- c) assume the defense of the Company in any proceeding within the following 15 calendar days.

Without prejudice to the liabilities that could be demanded of the Supplier, and in addition to the compensation that could be applicable in accordance with the provisions set forth in the Contract, the Supplier will be liable for a breach of the service levels set forth in the Contract. Therefore, the penalties established for a breach of the agreed service levels are compatible and can be required of the Supplier by the Company, regardless of and in addition to any compensation owed by the Supplier in accordance with the Contract.

1.12 COMMERCIAL WARRANTY

In addition to the obligation to deliver a good or provide a service that is compliant with the provisions set forth in the Contract, the Supplier will guarantee the suitability of the goods and services during a period of 12 months as from the delivery date of the good or service. All defects or malfunctions that are noted during that period, as long as they are not a direct consequence of a negligent action that is attributable to the Company, must be repaired or corrected by the Supplier, at no cost to the Company.

Said warranty, under the same terms, will likewise be applicable to any repairs or corrections or replacements made by the Supplier in compliance with this warranty obligation.

The Company may make any necessary repairs or corrections whenever the Supplier does not perform the same immediately after having been notified of the existence of a defect or malfunction. In such event, the Supplier will reimburse the Company for the whole amount of the repair or correction, plus all expenses incurred by the Company to make such repair or correction, as well as the damages, both direct and indirect, caused to the Company as a result of the defect or malfunction and the necessary repair or correction thereof.

1.13 INSURANCE

The Supplier must have taken out the following insurance with a top-rated insurance company that is authorised to operate in Spanish territory:

- a) Third-party liability insurance that guarantees all contractual or non-contractual liabilities for which the Supplier may be liable to the Company and to third parties as a result of the Contract.

b) Third-party employers' liability insurance that sufficiently insures personal injuries and damages to property sustained by employees and workers, whether the Supplier's own or of others, who are used by the Supplier to comply with the Contract.

c) Regarding deliveries of goods, insurance that covers third-party liability due to defective products.

d) Any type of insurance that could be considered necessary and required by the Company for the purpose of sufficiently covering the risks derived from the Contract.

The sums insured in said insurance, even if they were accepted by the Company, do not represent a limitation of the liability that could be demanded of the Supplier.

The Supplier must provide the Company with documentary proof, at the request of the latter and at any time, of the validity of said insurance coverage and of any other insurance coverage that could be required in the Contract.

The Supplier will ensure that the Company receives, immediately and in writing, notification of any cancellation, termination, suspension, revocation, expiry, or material modification of the insured coverages or of any substantial modification that could be made to the insurance coverages.

1.14 FORCE MAJEURE

Neither of the parties will be liable for a breach of the Contract if the breach were due to events or conditions that are external to the scope of organisation of the party that sustains such events or conditions and they could not have been foreseen or, if they were foreseeable, they were unavoidable.

If an event constituting force majeure occurs, and while it lasts, the parties will adopt all the agreements and measures that may be reasonable to ensure the continuity of the service. Moreover, each party will make every effort that may be reasonable to comply with the obligations originating from the Contract and, in any event, to ensure that the financial impact for the parties, derived from the event, is the least possible for each of them.

The party that sustains delays or postponements or that is prevented from complying with its contractual obligations will immediately notify the other party of the situation they are in, will make an estimate of the scope of said situation with respect to the impossibility of complying with their obligation, and will indicate the estimated delay.

As soon as the cause of the delay or of the breach has disappeared, the party that has sustained the delay or has been prevented from compliance, whether totally or partially, will inform the other party immediately, thereby indicating any repercussions, if they exist, that such events may have had.

If the breach in the obligations by one of the parties due to events constituting force majeure causes, for the other party, any financial, commercial, or organisational harm to their business and it lasts for more than 5 days as from the notification referenced in this clause, the injured party will be entitled to deem the Contract to be terminated, therefore giving prior notice of 2 days and as long as, on the date of this prior notice, the consequence of this termination of the Contract were a reduction of the damaging effects.

1.15 PERSONNEL

Each of the parties holds, for all legal purposes, the condition of employer with respect to their employees, wherefore they do not have any employment relationship or a relationship of any other contractual nature with the other party.

The Supplier must, at all times, be up-to-date in complying with the obligations that, as an employer, it has or could have in accordance with legislation related to employment, social security, health and safety, and the prevention of occupational risks in force at any given time, with respect to all its own

personnel or subcontracted personnel (if applicable) and its suppliers, dependants, and agents, and it will be solely and exclusively liable for all accidents and damages that such persons may sustain, therefore compensating and holding the Company or its dependents harmless. If applicable, the Supplier must comply with the instructions that, regarding occupational health and safety and risk prevention and regarding emergencies, were required by the Company for operating at centres of the latter.

The Supplier will compensate and hold the Company and its dependents harmless from eventual claims by workers of the Supplier who are related to complying with the Contract or by its subcontractors.

During the validity of the Contract and until the termination hereof, for any cause, no liability covered by the provisions set forth in Article 42 of the Statute of Workers' Rights in force may be transferred to the Company, and any contingencies that may be derived from providing services and that originated from application of the aforementioned precept will be the complete and exclusive liability of the Supplier, who will compensate and hold the Company harmless.

Likewise, once the Contract has ended, for any reason, the Supplier will be responsible for any compensation or contingencies for its personnel who are employed to provide the committed services, and the Supplier will compensate the Company and hold it harmless regarding eventual claims that could be posed in application of the provisions set forth in Article 44 of the Statute of Workers' Rights.

1.16 ENVIRONMENTAL PROTECTION

In compliance with the obligations assumed in the Contract, the Supplier is bound to comply with the environmental legislation and the environmental rules that could be established at any given time by the Company.

1.17 ASSIGNMENT

The Supplier may not, without the prior written approval of the Company, assign or transfer the Contract or the rights derived from the same or be subrogated in its rights and obligations by any third party.

1.18 SUBCONTRACTING

The Supplier may not use or subcontract with third parties to, in whole or in part, perform the services undertaken in the Contract, barring prior and express authorisation from the Company, which in any event will be subject to the following conditions:

a) The Supplier will, in any event, remain liable to the Company for correct and due execution of those activities and services that had been subcontracted.

b) Subcontracting may only be performed by persons of accredited and recognised reputation and professionalism and who have all the necessary authorisations for performing the activities or services.

c) The subcontractor must comply with and will be subject to the same conditions, obligations, liabilities, guarantees, waivers, and limitations as those required of the Supplier in accordance with the Contract, wherefore said compliance is guaranteed by the Supplier. The Supplier will therefore compensate the Company and hold it harmless from any liability that could be demanded of the same as a consequence of a lack of compliance by the subcontractor.

d) The Supplier will be liable for compliance by the subcontractor with the legislation that may be applicable to the activity thereof, particularly legislation related to taxes, employment, occupational risks, and Social Security, in addition to transport and road safety, if applicable. The Supplier will be bound to accredit, at any time upon request by the Company, compliance by subcontractors with the obligations that could be required in accordance with said legislation, under the same terms as those established for the Supplier in accordance with the Contract.

e) The Supplier will, in a timely manner, provide the Company with documentary proof of the payments made to subcontractors regarding the contracted services.

f) The Supplier will prohibit subcontractors from being able to subcontract the services that had been commissioned from the Supplier, wherefore the Supplier will be liable to the Company for all damages that could be derived for the Company due to a breach of the obligation imposed upon the subcontractor.

g) The Supplier will, as an essential requisite for contracting, require that the subcontractor waive any direct action to which it may have a right against the Company in accordance with the law, wherefore the Supplier is solely liable for payment of the amounts that may be owed to the subcontractor for the services or activities provided. In any event, the Supplier is bound to hold the Company harmless from any claim or direct action that any subcontractor could initiate against the Company.

h) The Supplier will assume any consequences that, regarding the contractors, could be derived from terminating the Contract, including but not limited to the liabilities that the Supplier had to assume before its subcontractors due to the early termination of the contracts signed with them.

1.19 CONFIDENTIALITY

Each party will provide the other with all the information that is deemed necessary and essential for performance of the Contract.

Each party undertakes to maintain confidentiality and to not disclose to third parties, whether directly or indirectly, any information related to the activities of the other party, including but not limited to information pertaining to operations, procedures, methods, accounting, technical data, or real or potential customers, or any other information that the other party may have qualified as confidential. For these purposes, neither any company belonging to the TRANSFESA Group nor DB SHENKER RAIL AG will be considered a third party, wherefore the Company may provide the information provided by the Supplier in accordance with the Contract to any of the companies of the TRANSFESA Group and to DB SHENKER RAIL AG, which will nevertheless be subject to the confidentiality obligation provided for in this clause.

The confidentiality obligations must be observed even after the end of the Contract for a period of two years.

1.20 TERMINATION

1.20.1 Contractual term

Service contracts will remain in force for the duration of performance of the work, object of the contract. If a duration date or an expiry date had been established and the duration of said work exceeded said date, the Contract will be understood to be tacitly extended for successive monthly periods, barring written notice of termination from either of the parties at least 10 days in advance of the expiry date or of any of the extensions.

1.20.2 Termination

The Contract may be terminated, at any time by either of the parties, in the event of a breach of any of the obligations assumed by the other party or a breach of legislation that may be applicable to the Contract. In such event, the party in breach must compensate the other party for the damages caused due to said breach. The termination will take effect immediately as from the moment when it is notified to the party in breach.

The following will likewise be causes for termination of the Contract, and the Contract will be understood to be terminated and void as from the date when the Company notifies its decision to the Supplier or, if applicable, the assignees thereof:

- a) The sale or inter vivos or mortis causa transfer of the Supplier's company (including the sale of a majority percentage of its capital) or the transformation thereof into another legal entity, by legally established means, without the written approval of the Company.
- b) Having reached the maximum of applicable penalties according to the provisions set forth in the Contract.
- c) Seizures or withholdings of goods or credits decreed by court or administrative bodies in bankruptcy or winding-up procedures of the company of the Supplier.
- d) In the event of a loss or accident that causes injury or damages to people, goods, or the environment.
- e) The existence of serious inaccuracies in the information offered by the Supplier, especially regarding quality, health and safety, environmental management systems, conditions, and compliance with occupational requirements.

In cases in which termination of the Contract is applicable at the request of the Company, it may adopt all or some of the following measures:

- a) Suspend any pending payments.
- b) Convert or enforce the guarantees that the Supplier may have established.
- c) Withhold goods or elements of the Supplier that were in the Company's possession.

1.20.3 Withdrawal

Either of the parties may withdraw from the Contract, without having to allege just cause or compensate the other party, with the sole obligation to notify the other party 3 months in advance of their intention to withdraw from the Contract.

1.21 PERSONAL DATA PROTECTION

In the event that performance of the Contract involves the provision of services by the Supplier according to which it may be necessary for the Supplier to learn the personal data contained in the files of the Company and/or in the files under its responsibility, then access to and any subsequent processing thereof will be governed by the provisions set forth in Article 12 of Organic Law 15/1999 of 13 December, on Personal Data Protection (hereinafter, the "LOPD"), and in the implementing regulations thereof, particularly Royal Decree 1720/2007 of 21 December, which approves the implementing regulations of the LOPD (hereinafter, the "RLOPD"). Said access to personnel data will not be considered a communication or transfer of data, rather mere access to personal data on behalf of the Company in order to provide the services.

In these cases, the Supplier, in compliance with the provisions set forth in Article 12 of the LOPD, undertakes to:

- a) Use the personal data that it may access solely and exclusively to provide the services while following the instructions given in writing by the Company.
- b) Not apply or use the personal data that it may access for purposes other than providing the services.
- c) Not communicate said data to third parties, not even for the storage thereof, unless the Supplier has the prior, written authorisation of the Company.

- d) Adopt the necessary security measures of a technical and organisational nature to ensure the security of the personal data and prevent the alteration, loss, and unauthorised processing thereof and unauthorised access thereto. Particularly, the Supplier will observe the measures that may be applicable in accordance with the provisions set forth in the RLOPD, and the Supplier is bound to observe and implement, regarding the files, systems, and processing, all the security measures that may be applicable in accordance with the provisions set forth in Articles 81 and 82 of the RLOPD and with the instructions in this regard provided by the Company.
- e) Maintain professional secrecy regarding the data to which the Supplier may have access as a consequence of providing the services.
- f) Restrict access to the data by only those employees who may need to know the data to perform their duties within the framework of providing the services.
- g) Comply with and ensure that its employees comply with the duties of confidentiality and security under the terms provided for in this clause.
- h) Whenever there may be a simple request from the Company, provide access to and rectify, cancel, or block the personal data for which the latter is responsible and to which the Supplier may have had access, within the legally applicable periods.
- i) Use maximum diligence for complying with the requirements set forth in the LOPD, the RLOPD, and this clause in the processing of the personal data that it may perform as a consequence of providing the services.
- j) Collaborate with the Company so that it can ensure that the Supplier meets the guarantees for complying with the provisions set forth in regulations regarding personal data protection and can comply with the contractual obligations herein provided for and/or with those that are required by law or according to rules and regulations.

After the provision of services has been fulfilled, the Supplier is bound, immediately and as instructed by the Company, to destroy or return to the Company or to whomever may be expressly designated by the Company, all the data to which the Supplier may have had access, including all media or documents on which said data may be recorded.

The Supplier declares and guarantees knowing, is disposed to comply with, and will comply with the obligations that are imposed by regulations on data protection, particularly Article 12 of the LOPD, in relation to access to and the use of personal information by a data processor, wherefore the Supplier is solely liable in the event of a breach.

The Company reserves the right to conduct, at any time, the controls and audits that it deems appropriate for checking compliance by the Supplier with the statements and obligations assumed in accordance with this Clause.

For the purpose of performing the Contract, the Supplier may notify the Company of certain personal information pertaining specifically to the different contact persons who are designated to manage its relationship with the Company.

Wherefore, the Supplier, in compliance with the provisions set forth in Organic Law 15/1999 of 13 December, on Personal Data Protection (hereinafter, the "LOPD"), and in Royal Decree 1720/2007 of 21 December, which approves the implementing regulations of the LOPD (hereinafter, the "RLOPD"), guarantees that it will inform and, if applicable, obtain the informed consent of the data subjects under the terms set forth in Articles 6, 11, and 27 of the LOPD for the communication of said data to the Company so that the data are processed for the purpose of managing, maintaining, developing, controlling, and improving the contractual relationship between the Supplier and the Company.

The data subjects whose data are provided by the Supplier in accordance with the aforementioned may, at any time, exercise their rights of access, rectification, objection, and cancellation, under the terms set forth by applicable legislation, by sending a letter to the Company at Legal Advising, calle Musgo, 1, 28023, Madrid.

In the event of both a breach by the Supplier and/or its employees of any of the obligations regarding data protection herein provided for and in the event of a lack of veracity or inaccuracy of the declarations and statements herein contained and/or a failure to observe the obligations derived from applicable legislation regarding data protection, the Supplier will be deemed the data controller and, specifically, will assume all the liability for which the Company could be held, therefore holding the Company harmless as a consequence of any type of administrative penalties that might be imposed by the corresponding authorities as well as assuming the liability for damages against the Company due to proceedings, both in court and out of court, in all cases including expenses due to the professional fees of lawyers, solicitors, and any other professionals.

This obligation will be applicable even in the event that claims may be based on the failure to observe, by the Company, the duty to ensure that the Supplier meets the guarantees for complying with the provisions set forth in legislation regarding data protection.

Consequently, the Supplier agrees to pay the amount that the Company could be ordered to pay under the concept of a penalty, compensation, damages, and interest in the event that any of the circumstances provided for in the preceding paragraph of this clause were applicable. Said amounts will be enforceable from the Supplier as from the moment when the Company pays them to any third party, including the Public Administrations.

1.22 REGULATORY COMPLIANCE

The Supplier undertakes to comply with all the duties and obligations, object of the Contract, in accordance with laws, rules, and regulations in force, including anti-corruption laws.

As a Supplier of the Transfesa Group, it undertakes to immediately inform the Company of: (i) any real or presumed breach by it or by a third party who carries out the obligations of the Supplier resulting from this Contract and (ii) any request for a bribe or corrupt practice by any person.

A breach of criminal laws by the Supplier or a third party who carries out the obligations of the Supplier resulting from this Contract will entitle the Transfesa Group to immediately terminate the Contract.

In the event that the Supplier has any reason to believe that there has been a breach of an obligation, the Company must cooperate fully and in good faith with the Supplier to determine if said breach has occurred.

The Supplier hereby undertakes to comply with its duties and obligations resulting from the documents signed in the official approval process conducted by the Transfesa Group: (i) Supplier Code of Conduct, (ii) Confidentiality Agreement, and (iii) Crime Prevention Policy.

1.23 NOTIFICATIONS

All notifications that may be made under the Contract, in order to be valid and so that they give rise to the planned effects, unless otherwise stipulated, must be made by certified letter, telegram, certified fax, or by notarised delivery to the address established in the Contract and to the persons therein indicated.

Nevertheless, all operational or commercial notifications or notifications that may affect the normal development, performance, and execution of the Contract may be made by fax, electronic transmission, e-mail, or any other means and in any other way agreed upon by the parties.

1.24 MODIFICATION

If these general conditions were modified while the Contract was in force, then the general conditions as they are modified will be applicable to the acquisitions of goods and the provisions of services contracted after the entry into force of the same, unless the Supplier states to the Company that it refuses to apply the general conditions as they are modified, in which case the Company may unilaterally rescind the Contract, with the sole obligation to give the Supplier 30 days' advance notice.

1.25 VALIDITY OF THE CONTRACT

In the event that any or all of the clauses of the Contract were declared to be or turned out to be invalid, illegal, or unenforceable pursuant to any legal rule, they will be deemed to be not established, and all other parts of the contract will remain valid. The parties agree to replace the affected clause or clauses with others whose economic effects are the most similar to those that are replaced.

1.26 PRESCRIPTION

Barring express legal provision that must be applied by law, all actions for filing a claim in accordance with the Contract will be extinguished by prescription, for the parties, within the period of 1 year as from the breach.

1.27 APPLICABLE LAW

The Contract will be governed by Spanish laws.

SECTION 2

PROVISIONS APPLICABLE TO CARRIAGE AND TRUCKING SERVICES

2.1 DEFINITIONS

For the purposes of this section, the following will be understood:

- Company: a company of the TRANSFESA Group that requests that the Supplier perform carriage or trucking services.
- Supplier: a natural or legal person who agrees, with the Company, to provide services for transporting merchandise of the Company or trucking services.
- LCTTM: Act 15/2009 of 11 November on the land transport contract of merchandise, as it may be modified at any given time.
- CMR Convention: Geneva Convention of 19 May 1956 on the Contract of the International Carriage of Goods by Road, modified by the Protocol of 5 July 1978 and by the Additional Geneva Protocol of 20 February 2008, as it may be modified, amended, or replaced at any given time by the provisions to which Spain is a party.
- COTIF-CIM Convention: Uniform Rules concerning the international carriage of goods by rail (CIM), annexed as Appendix B to the Vilnius Protocol of 3 June 1999, thereby modifying the Convention concerning international carriage by rail (COTIF) of 9 May 1980, as it may be modified, amended, or replaced at any given time by the provisions to which Spain is a party.
- CUV Rules: Uniform rules concerning contracts of use of vehicles in international rail traffic (CUV), annexed as Appendix D to the Vilnius Protocol of 3 June 1999, thereby modifying the Convention concerning international carriage by rail (COTIF) of 9 May 1980, as it may be modified, amended, or replaced at any given time by the provisions to which Spain is a party.

2.2 SCOPE OF APPLICATION

This section will be applicable to the contracts entered into by the Company with the Supplier who undertakes, before the company, to provide merchandise carriage services, whether nationally or internationally and either by road or by rail, and it will be applicable to the contracting of overland trucking services that could be provided by the Supplier to the Company.

2.3 SCHEME APPLICABLE TO CARRIAGE SERVICES

Barring provisions to the contrary in the Contract:

a) National contracts for the carriage of goods by road will be subject to the provisions set forth in the LCTTM, whose provisions will be understood as incorporated into this Contract whenever they are not contrary to or oppose the provisions set forth in the same. International contracts for the carriage of goods by road will be governed mainly by the CMR Convention, and where said laws may be silent, by the LCTTM, and those provisions of said laws that are not contrary to or oppose the provisions set forth in this Contract will be understood as incorporated. The aforementioned notwithstanding, those provisions of an imperative nature contained in said legal rules will take priority over those set forth in the Contract.

b) National contracts for the carriage of goods by rail will be subject to the provisions set forth in the LCTTM, whose provisions will be understood as incorporated into this Contract whenever they are not contrary to or oppose the provisions set forth in the same. International contracts for the carriage of goods by rail will be governed mainly by the COTIF-CIM Convention, and where said law may be silent, by the LCTTM, and those provisions of both laws that are not contrary to or oppose the provisions set forth in this Contract will be understood as incorporated. The aforementioned notwithstanding, those provisions of an imperative nature contained in said legal rules will take priority over those set forth in the Contract.

2.4 SCHEME APPLICABLE TO TRUCKING SERVICES

2.4.1 Carriage by road

Delivery by the Company to the Supplier of a trailer, semi-trailer, or similar vehicle, whether empty or loaded, or so that the Supplier can proceed with the transport thereof by road while providing the traction, will be considered, for all purposes, as a contract for the carriage of goods by road, and it is subject to the applicable scheme set forth in the Contract for the provision of carriage services. For these purposes, merchandise will be understood as the trailer, the semi-trailer, or any similar vehicle, as well as the merchandise contained in the same.

Carriage by rail

The Contract will establish whether or not the wagons provided by the Company, empty or loaded, are delivered to the Supplier for the transport thereof as merchandise or as a means of transport.

In the event that the wagons provided by the Company were delivered to the Supplier as a means of transport, for both national and international transport, the CUV Rules will be applicable whenever they are not contrary to or oppose the provisions set forth in the Contract, and according to the particulars set forth in the Contract, specifically:

a) The Supplier will be liable for verifying that the wagon delivered by the Company, whether empty or loaded, is technically and legally suitable for the circulation thereof on the railway infrastructure. If it had any deficiency that prevented the legal circulation thereof, the Supplier must inform the Company about this circumstance, immediately and without delay.

b) The Supplier will be liable for all losses of or damages to the wagons and the accessories thereof and, if applicable, to the merchandise contained in the same, as well as for a delay in the delivery thereof,

unless the Supplier proves that the loss, breakdown, or delay in delivery are not attributable to negligence by the same.

c) The Supplier will also be liable, under the terms provided for in this Contract, for all acts or omissions attributable to its subcontractors, and for all purposes the administrators of the railway infrastructure will be considered as such.

d) The Supplier will be liable, without limit, for all the damages caused to the Company in the event of the loss of, any damage to, or a delay in the delivery of the wagons and the accessories thereof and, if applicable, the merchandise contained in the same.

e) A wagon will be understood as lost if it is not delivered to the Company within the period of 15 days as from the agreed date for said delivery.

In the event that wagons provided by the Company were delivered to the Supplier as merchandise, the scheme established by the Contract for providing the carriage services will be applicable. For these purposes, both the wagon and the merchandise contained in the same will be understood as merchandise.

In any event, all containers, semi-trailers, swap bodies, loading trays, or any other loading unit or similar means of grouping merchandise that had been delivered by the Company to the Supplier will be considered merchandise.

2.5 EXECUTION OF CARRIAGE

2.5.1 Carriage obligation

Under the conditions set forth in the Contract, the Supplier is bound to provide the carriage services required by the Company at any given time.

Barring provisions to the contrary in the Contract, merchandise carriage services will be provided under "door-to-door" conditions, wherefore the Supplier is responsible for performing and executing all loading, stowage, bulk breaking, and unloading operations.

2.5.2 Consignment documentation

Every carriage service that is performed under the Contract must be documented in a waybill, which will be issued by the Supplier, who must deliver an original waybill to the Company.

2.5.3 Means of transport

For the carriage of merchandise, the Supplier will only use vehicles or wagons that are ideal and suitable, thereby considering the nature and characteristics of the Company's merchandise. Such vehicles or wagons must be in perfect technical condition, must comply with all legal requisites that may be required for the use and circulation thereof, and must be up-to-date regarding all mandatory insurance.

Within the price established for carriage, the Supplier will provide the Company with the cargo units (containers, etc.) that may be required for transporting the merchandise.

2.5.4 Delivery deadline

The deadlines agreed for transport and the departure and arrival dates provided by the Supplier represent a delivery commitment within the established period, the nature of which is essential for the Company.

2.5.6 Impediments to transport or delivery

The Supplier will be inexcusably bound to inform the Company of any incident or accident that may occur during transport of the merchandise and to request instructions from the Company in the event of any circumstance that may prevent transport from continuing or may prevent delivery of the transported merchandise at the destination.

2.5.8 Customs dispatch for international carriage

The Supplier will provide customs dispatch services for the merchandise during international carriage and will be responsible to the Company for all damages caused due to the lack of or deficient execution of such services.

2.6 OBLIGATIONS OF THE COMPANY

The Company undertakes to deliver, to the Supplier, the merchandise that had been contracted for the transport thereof, at the agreed place and the agreed time.

The aforementioned notwithstanding, the Supplier may not demand compensation or any penalty from the Company due to delays sustained for loading and unloading, unless the Supplier substantiates that such delays are attributable to the negligence of the Company and, in such case, 10 hours had been exceeded in loading and another 10 in unloading.

The Supplier will be obligated to verify the weight, mass, and dimensions of the merchandise on board the means of transport in order to ensure compliance with the technical and legal prescriptions that may be required for the transport thereof.

2.7 LIABILITY OF THE SUPPLIER

2.7.1 Events of liability

In the provision of transport services and expressly waiving any limit to liability, the Supplier will be liable to the Company, without limitation, for all damages caused as a consequence of any breakdowns or losses of merchandise or delays in the delivery thereof, as from the moment when the merchandise is received by the Supplier and until the delivery thereof at the destination, as well as for any other defective compliance or contractual breach attributable to the Supplier.

The Supplier's liability for the damages it may cause will be at least equal to that which the Company assumes with its end customer for the damages attributable to the Supplier, but this does not therefore limit the liability of the latter.

The Supplier will be liable to the Company for the acts of all third parties that may take part in executing the transport services undertaken in the Contract, including that which is attributable to the managers and administrators of the railway infrastructure, whether they had been contracted by the actual Supplier or if they had been employed or contracted by those to whom the Supplier had entrusted the performance of all or some of the assumed obligations.

The Supplier will compensate the Company and hold it and its subsidiaries harmless from any liability that could be demanded of the Company and that could be predicated on any violation or breach by the Supplier of the provisions in force regarding road and rail transport, traffic, safety, and circulation, wherefore the Supplier is bound, if applicable, to reimburse the Company for the amount of all sanctions, fines, and other amounts paid by the same as a consequence of any such violation or breach and is bound to reimburse the Company for all damages incurred or caused that are related to such violation or breach.

2.7.2 Presumption of loss

Merchandise will be presumed to be lost if a period of 10 days elapse as from the date when, according to the Contract, it should have been delivered at the destination, without having been delivered, wherefore the Company may file a claim from the Supplier under the concept of loss of merchandise.

2.7.3 Waiver of the right of withholding, deposit, or sale

Under no circumstance may the Supplier withhold the merchandise, refuse the delivery thereof to the Company or to the person designated by the same, or seek the deposit or sale of the merchandise.

2.7.4 Ownership of the merchandise

The Supplier will not acquire ownership of the Company's merchandise, even if it had been compensated for a total loss.

2.8 CONSEQUENCES OF TERMINATION

Upon termination of the Contract, regardless of the cause, the Supplier must comply with the services that, on the termination date, were in the process of being performed.

WAIVER OF ARBITRATION BY THE TRANSPORT ARBITRATION BOARDS

The parties expressly waive arbitration by the Transport Arbitration Boards to decide on any dispute that may arise regarding the transport provided in accordance with the Contract.