

**GENERAL TERMS AND CONDITIONS FOR THE CONTRACTING/SUBCONTRACTING OF
SERVICES BY GRUPO NAVEC SERVICIOS INDUSTRIALES, S.L.**

1.- Subject matter

This document sets out the contracting and subcontracting general terms and conditions governing the relations between GRUPO NAVEC SERVICIOS INDUSTRIALES, S.L. (hereinafter, "NAVEC") and the counterparty (hereinafter, the "Contractor") for the contracting and subcontracting of works and services, as the case may be.

2.- Scope of application

These general terms and conditions of contracting/subcontracting will apply to all orders formalised by NAVEC.

Any exception to these general terms and conditions by the Supplier shall only be valid if submitted in writing and accepted in the same way by NAVEC.

Exceptions agreed as mentioned above will only apply to the specific order which they were agreed for and cannot be made extensive to other orders or contracts, whether past or future.

The general terms and conditions of sale of the Supplier shall not apply in any case.

Any condition, specification or the like that the Supplier includes in its delivery notes, invoices or, in general, in any documentation exchanged between the parties in relation to the order that contravene the provisions of these general terms and conditions of purchase will not apply either.

3.- Submission of offers and order formalisation

The Supplier will submit its offer following what is set out in the corresponding request for offer presented by NAVEC.

Unless the request for offer indicates another time frame, the offers will be valid for thirty (30) days after NAVEC receives them.

NAVEC will not be liable for any expenses arising from or related to the submission of the offer by the Supplier.

Offers accepted by NAVEC will be formalised with the relevant order. NAVEC will only deem valid those orders that derive from a letter of order issued by its Purchasing Department.

The Supplier must acknowledge receipt of the order by signing the slip provided for this purpose and returning it within ten (10) days after the order's delivery date.

Starting to execute the order if it has not been expressly accepted previously implies the Supplier's acceptance of these general terms and conditions and the order that was placed.

Notwithstanding the above, NAVEC reserves the right to cancel the order if it fails to receive express acceptance of the order by the Supplier within the established ten (10) days.

Acceptance of the order (expressly or tacitly) by the Supplier implies the acceptance of all these general terms and conditions of purchase, which are an integral part of the order itself.

Contractual documentation means the set of documents comprised of:

- The order accepted by the Supplier;
- Special terms and conditions, when applicable;
- Additions to the special terms and conditions, when applicable;
- General terms and conditions of purchase of NAVEC;
- Offer of the Supplier, where appropriate.

In the event of discrepancies between any of the documents that comprise the contractual documentation, the above will apply in the indicated order unless NAVEC expressly indicates otherwise.

4.- Changes to the order

Any extension, reduction or change made to the services or works included in the order, to their terms of execution, materials used and, in general, any alteration to the order, must be formalised previously in writing.

Notwithstanding the above, NAVEC reserves the right to reduce the volume of the works and/or services and the number of units foreseen, in which case, the Contractor will not be entitled to any compensation and/or indemnity whatsoever.

If the Contractor starts carrying out works and/or services different from those included in the order without NAVEC's prior express consent, it will be understood that the Contractor carries them out under its sole responsibility and without being able to claim from NAVEC the costs, nor the expenses derived from their eventual dismantling or demolition.

5.- Term of execution and conditions

The services will be rendered, or the works will be executed, following the provisions of the contractual documentation, without any changes, unless NAVEC provides its express consent and except what is expressly stated in this article and in Article 4 above.

The contractual documentation will indicate the term of execution and the terms and conditions for the provision of the services or the execution of the works, as well as the documentation included in its scope, where appropriate.

NAVEC may vary the term of execution for the works or services or order their suspension at any time. In this case, NAVVEC will inform the Contractor of the estimated duration of such suspension. NAVVEC and the Contractor will jointly set a new term of execution.

The Contractor will comply with all instructions and requirements that NAVVEC (or NAVVEC's client, as the case may be) may impose on how the works are carried out and the quality of the materials used. In turn, the Contractor will fully subrogate to the obligations arising therefrom, without any changes to the agreed price.

NAVEC may reject the services or works included in the order that do not meet the agreed conditions once received and inspected. If the services or works are rejected, they will be deemed not made available, unless the parties expressly agree otherwise.

NAVEC reserves the right to accept the services rendered or the works executed in a defective way after a price reduction is agreed with the Contractor in line with the verified defects.

6.- Provision of means

The Contractor has an independent organisation suitable for fulfilling its obligations under the order and is equipped with its own personal and material means.

In its capacity as an independent businessperson and assuming its responsibilities, the Contractor will adopt all the necessary measures to perform the tasks required to execute the contracted works or services with duly qualified staff from its organisation. The Contractor will adequately organise the work, implementing the appropriate command structure for the best planning, coordination and control of the work to be carried out so that the Contractor's employees can perform their tasks with full independence.

Likewise, the Contractor will provide all the material means and equipment needed to carry out the contracted service. In particular (and without prejudice to any others), the Contractor will provide all the hand tools and machinery needed to execute the works correctly. All tools and machines made available by the Contractor must have the "CE" marking in accordance with the corresponding European Directive and/or a Certificate of Conformity. The Contractor undertakes to comply with Royal Decree 1215/1997, of 18 July 1997, establishing the minimum health and safety provisions for the workers' use of work equipment. As for electromechanical equipment, it must be certified by an approved inspection body.

7.- Retention of title

The equipment and/or materials and/or tooling provided by NAVVEC to the Supplier within the scope of the order will remain the property of NAVVEC. Moreover, NAVVEC reserves the right to avail of them at its sole discretion.

Consequently, in the event of a breach of any of the obligations undertaken by the Supplier and/or in the event that the Supplier is declared under an arrangement with creditors, NAVVEC will be fully entitled to recover the said goods, either directly or through third parties, without the Supplier having any right of use, guarantee or retention over the goods.

To this end, NAVVEC, directly or through third parties, will have full and unrestricted access to

the Supplier's facilities, who will bear all the expenses incurred. NAVEC may deduct the amount corresponding to such expenses from the outstanding invoices to be paid by the Supplier, from the amounts withheld as a warranty deposit, or execute other warranty deposits delivered by the Supplier, if any, without prejudice to the legal actions that may correspond if such amounts are not sufficient to cover the amount and the compensation for the damages suffered.

8.- Labour and occupational risk prevention obligations

The relationship derived from the order constitutes a relationship for the leasing of services of a commercial nature. No labour relationship or connection derives from it between the parties, nor between NAVEC and the staff assigned by the Contractor to meet the obligations under the order.

The staff involved in the execution of the works or services will be exclusively subject in their labour relations to the party that hired them, who will be liable for paying their salaries, related taxes and Social Security expenses.

Consequently, NAVEC will not be liable in any case for the labour obligations of the Contractor who, as the employer of all the staff used in the execution of the order, will be liable before the Administration and the Courts for the proper application of the legislation in force in labour, tax, Social Security, and Occupational Risk Prevention matters, and for the adequate adaptation to the contents of the Health and Safety Plan in place for the works, to which it will adhere.

Notwithstanding the provisions of the above paragraph, if NAVEC were to be responsible for the payment of salaries and Social Security of the Contractor's staff involved in the works, in accordance with labour legislation, the Contractor authorises NAVEC to carry out such payments in its name and against the amounts outstanding or retained at the time, or against the warranties which could have been required from the Contractor, in any works or service contracted. All of the above, without prejudice to the fact that this circumstance is a cause for the termination of the order, and without prejudice to the compensation for damages that may correspond to NAVEC.

The Contractor must comply with the provisions in force or those that may be enacted during the term of the Contract regarding Labour, Tax, Social Security and Workplace Health and Safety in accordance with the applicable Regulations, Agreement or Standard. Furthermore, the Contractor must register all staff participating in the works included in the order with the Social Security and have them covered by an insurance policy for work accidents.

Before starting the works, the Contractor must submit the following documents to the offices of the NAVEC Branch that issued the order for verification, in addition to those that may be indicated in the order:

- Registration of the Contractor with the Social Security;
- Registration of each of the workers with the Social Security;
- Latest TC-1 and TC-2 Social Security documents with the validation of the Financial Institution accrediting the payment of the contributions;
- Certificate of registration in the Registry of Accredited Companies in accordance with Law 32/2006, of 18 October, regulating subcontracting in the construction sector, the provisions and requirements of which (as well as any others passed for its application or development) must be complied with by the Contractor throughout the duration of the order (where applicable);
- Memorandum of association of the supplying company;
- Powers of attorney of the signatories;
- Copy of the contract and National Id. Document (DNI) of each of the workers;

- Negative certification of outstanding payments with the Social Security;
- Certificate of being up to date with payments to the Tax Administration as defined in Law 58/2003, of 17 December, on General Taxation, in the name of NAVEC. This Certificate will be submitted every three months from the date of issue of the previous certificate;
- Certificate of being up to date with payment of workers' salaries;
- Insurance policy for Work Accidents and Occupational Disease and valid proof of payment;
- Operating, Employer's, Accidental Pollution and Post-works Civil Liability Insurance Policy for at least €600,000, both per claim and per victim, and valid proof of payment;
- Medical certificate of all employees that will work on site, updated annually;
- Occupational Risk Prevention Training Certificate; 8-hour and 20-hour courses (cycles one and two);
- Certificate of information on workplace risks at the time of contracting;
- Contract with an external occupational risk prevention service and valid proof of payment or proof of having its own prevention service in place;
- PPE delivery document, updated annually;
- Document of adhesion to the Mutual Insurance Company for Work Accidents;
- Civil Liability Insurance for its own or subcontracted motor vehicles and self-propelled machinery involved in the works, including, in addition to the compulsory insurance required by the legislation in force during the term of the contract, voluntary insurance up to a minimum limit of €5,000,000 per claim;
- If needed, an authorisation for the use of machinery and/or lifting vehicles for each of the operators who may use them; and
- If required, a certificate of transfer of machinery.

In addition to the documentation indicated above, the documents requested by NAVEC's Prevention Service must be completed, that is, adhesion to the Safety Plan, Machine Authorisation Documents, Documents PE-SST-05.04 and PE-SST-05.03 (only for the first contracting), and Document of Appointment of an Assistant for the Prevention of Occupational Risks (Preventive Resource).

The Contractor must also submit the following documents with each invoice:

- Negative certification of outstanding payments with the Social Security;
- TC-1 form with the mechanical validation or stamp of the Financial Institution accrediting payment of the contributions and TC-2 form of the Social Security;
- Salary collection certificate signed by the workers; and
- Registration with the Social Security, employment contract and National Id. Document (DNI) each time a worker is to join the works on site.

The Contractor will strictly comply with the Law on Occupational Risk Prevention in force and the Safety Plan for the works.

The Contractor will have human resources with the necessary training in occupational risk prevention at a managerial and production level, as well as a preventive organisation in accordance with Law 31/1995 of 8 November, on Occupational Risk Prevention. These matters must be accredited before any of its staff starts participating in the execution of the order.

The Contractor undertakes to provide a risk assessment for the works to be carried out before they commence. The Contractor also undertakes to appoint a Safety Supervisor, who will typically remain on site during the working day acting as a Preventive Resource to ensure its workers comply with the regulations in force and with the Health and Safety Plan that applies to them.

The Safety Supervisor must attend the Health and Safety Committees or Prevention

Commissions to which they are called.

The Contractor will provide all personal protective equipment needed for the work to be carried out.

If an operator does not have a particular item of essential protective equipment, NAVEC may provide it and deduct the cost from the Contractor's next invoice, without any liability whatsoever on NAVEC's part.

In the course of the contracted activities, the Contractor will inform NAVEC's managers of any incident that might affect the workers' safety in any way.

Interruption of the works due to the lack of safety measures attributable to the Contractor will never cause the non-fulfilment of the established term of execution of the works or services, nor an increase in the set price. Moreover, NAVEC reserves the right to claim the damages that such a situation may have caused it from the Contractor.

9.- Acceptance of the works or services

The Contractor will deliver the works or services fully completed, supplying all the necessary materials indicated in the contractual documentation.

Once the works or services have been completed, the Contractor will obtain NAVEC's conformity, providing the completion date and any necessary remarks.

The performance of any works or services will include the correction of defects and the collection of remaining materials and tools from the work area, which will be left in a perfect state of order and cleanliness. The Contractor will be liable for all incidents, including accidents, that may arise due to the non-fulfilment of such obligations.

9.1.- Provisional acceptance

When the Contractor considers that the works have been executed, it will notify NAVEC in writing. If the works are in accordance with the provisions of the contractual documentation, NAVEC (or NAVEC's client, as the case may be) – within 30 days of receipt of the Contractor's notice – will issue a Provisional Acceptance Certificate stating the actual date of completion of the works. The representatives of the parties concerned must sign the Provisional Acceptance Certificate.

If there are any defects in the works or outstanding repairs, these will be recorded in a list of defects, which will also include a reasonable time frame within which the Contractor must carry out the corrections or repairs.

Once the defects have been remedied, NAVEC (or NAVEC's client, as the case may be) will have a further 15 days to issue the Provisional Acceptance Certificate. If the Contractor has not carried out such corrections or repairs within the time frames indicated in the list of defects, NAVEC may carry out the corrections or repairs directly at the Contractor's expense (NAVEC may deduct the sum corresponding to such expenses from the outstanding invoices, from the amounts retained as a warranty deposit or execute other warranties delivered by the Contractor, if any), unless the parties come to another agreement.

In the event that NAVEC carries out the above repairs or corrections directly, once they have been carried out, NAVEC (or NAVEC's client, as the case may be) will issue the Provisional Acceptance Certificate, giving the Contractor 30 days to sign it.

Provisional Acceptance shall not release the Contractor from its subsequent obligations under

the terms of the warranties provided.

9.2.- Warranty period

Unless expressly stated otherwise in the order, the warranty period will be of 12 months from the Provisional Acceptance.

During the warranty period, the Contractor undertakes to carry out, promptly and at no cost for NAVEC, all the repairs or corrections that may be necessary and that derive from a deficient provision of the services or execution of the contracted works attributable to the Contractor.

Likewise, the Contractor will bear all the expenses that NAVEC must incur for the provision of supplies, services or works that are needed to repair or correct such defects if they are not repaired or corrected by the Contractor. Moreover, NAVEC may deduct the sum corresponding to such expenses from the outstanding invoices, from the amounts retained as a warranty deposit or execute other warranties delivered by the Contractor, if any.

The warranty period will be interrupted while the repairs or corrections are carried out. Said repairs or corrections will be covered by a 12-month warranty period after completion.

At the end of the warranty period, the Contractor will request in writing the issue of the Final Acceptance of the works and the corresponding release of the amounts retained (or other substitute warranties, where applicable), specifying the corresponding invoices and amounts.

10 .- Prices

The prices indicated in the order and/or in the remainder of the contractual documentation will be fixed and non-reviewable. In all cases, the prices include the cost of execution of the contracted works or services, and the Contractor's overheads and industrial profit.

The prices also include all the elements, circumstances and particularities of the study and execution of the order. Therefore, the Contractor will not be entitled to claim any additional expenses, reimbursement or financial compensation.

The unit prices defined in the order and/or in the remainder of the contractual documentation will serve as the base reference for any type of increase of the order.

11.- Invoicing and terms of payment

Monthly certificates of actual cost will be provided, and payment will be made by reverse factoring 60 calendar days from invoicing date (25th of each month).

A warranty retention of 10% will apply to all certificates (unless another amount has been indicated in the order).

This warranty deposit or price retention may be replaced by a bank guarantee, according to the template provided by NAVEC, for an equal sum and duration.

12.- Tax

The Supplier will be responsible for all taxes levied on its activity in accordance with the law in force. Where applicable, the Supplier will include in its invoices either Value Added Tax (VAT) or Canary Islands General Indirect Tax (IGIC) for services it renders in the Canary Islands. The Supplier must also comply with all material and/or formal obligations imposed on any taxable person by the law regulating the applicable tax and other provisions in force regarding the

Spanish Tax Authorities [*Hacienda Pública*].

In the case of non-resident Suppliers, the corresponding withholding will be applied to the invoice amount in accordance with the law in force.

13.- Responsibilities and warranties of the Contractor

The Contractor warrants to NAVEC that:

- a) The services provided comply with the requirements, terms, specifications and any other description set out in the contractual documentation.
- b) The services provided comply with all the legally applicable requirements, without prejudice to others, regarding quality, occupational risk prevention and environmental protection.
- c) The goods provided by the Contractor, if any, for the execution of the services, are free from visible or hidden defects, thus providing a warranty against any defect or error in the design, execution and materials used in the relevant order for the established warranty period, as the case may be.
- d) In the works carried out by the Contractor's staff in NAVEC's or third parties' facilities, both the Contractor and its staff comply with all the Occupational Risk Prevention legislation in force.
- e) Additionally:

The Supplier expressly accepts the contents and ethical values set out in NAVEC's Code of Conduct, published on its website www.gruponavec.com. The Supplier also formally undertakes to implement the Code of Conduct in each of the decisions, processes and activities it carries out in relation to NAVEC and make sure that its suppliers and subcontractors abide by it.

The Supplier (including the persons who may have participated or intervened in any way in the negotiation and/or formalisation of the order) declares that no situation of conflict of interest arises or has arisen in the formalisation of the order. Furthermore, the Supplier declares that there is no financial, family or personal relationship that may have influenced in any way the awarding of the order to the Supplier, the establishing of the financial or performance conditions, or the signing of the order.

The Supplier also declares that, during the negotiations and in the formalisation of the order, it has acted ethically and professionally at all times and undertakes not to carry out any practice that results or may result in the breach of any applicable laws or regulations regarding corruption in any country whose law is applicable to this order. In this respect, the Supplier declares that, as of the date of formalisation of the order, there has been no promise of payment, commission or consideration from the other party or third persons or entities and that it undertakes not to offer or receive them in the future. Likewise, the Supplier also agrees not to receive or make any promises of payment or gifts to any third parties, entities or NAVEC to enter into or continue its business relations.

The Supplier will indemnify and hold NAVEC harmless from and against any costs, losses, and damages resulting from:

- a) Failure of the Supplier to meet its contractual obligations vis-à-vis its suppliers,

contractors, subcontractors, employees, agents or any natural or legal person with whom it has entered into a commitment of any nature.

- b) Any claim or action arising from the sale or use of the services supplied.
- c) Damage to properties (whomever they may belong to) and/or injury or death of any person(s) (whomever they may be) caused by the Supplier's performance, if any, of installation and/or commissioning work on the goods and/or equipment supplied.
- d) Any claim or action for the breach of intellectual and/or industrial property rights deriving from services carried out.

14.- Inspection and quality

NAVEC reserves the right to inspect the compliance with the requirements of the contracted equipment and/or material, in any way and at any time, at the facilities of the Supplier and/or its subcontractors.

This inspection, if any, and the tests carried out at the facilities of the Supplier and/or its subcontractors, shall not relieve the Supplier from the responsibility to supply the equipment and/or materials following the applicable specifications and legal requirements, nor from the obligations arising from the warranties provided.

15.- Commitment to the environment

The Contractor commits to the following:

- To comply with the environmental legal regulations in force that directly or indirectly affect the object of its activity, being directly responsible for the harmful environmental impact that it may cause with its works, through its waste, air emissions, liquid waste and any others.
- To comply with NAVEC's guidelines regarding the Company's Environmental Management System that directly or indirectly affect the execution of the contracted works. The Contractor will have access to the contents of such system and may receive written or verbal instructions on specific procedures to be followed in each specific case.
- In the course of the contracted services, the Contractor will inform NAVEC's managers of any incident that might affect the environment in any way.

Attached is NAVEC's Environmental Policy.

16.- Insurance

The Contractor has taken out or undertakes to take out and keep in force during the entire term of the order, with insurance companies of due solvency, all insurances policies that it is obliged to take out following the regulations applicable from time to time according to the works and services carried out by the Contractor or its subcontractors in connection with the order. In particular, it undertakes to take out those insurance policies expressly referred to in the contractual documentation.

17.- Assignment and subcontracting

The Supplier may not subcontract nor assign or transfer, neither in whole nor in part, the order or the contract, nor any of the rights and obligations arising from it, without the prior express

approval of NAVEC.

In case of authorisation, the Supplier assumes full responsibility for the services it subcontracts with third parties and will be liable vis-à-vis NAVEC for any circumstances arising from the performance of the subcontracted services or any breach of the regulations in force in subcontracting matters.

18.- Penalties

The Supplier's failure to meet the delivery deadlines will entail the automatic enforcement of penalties for delay at a rate of 2% of the total sum of the order for each week or fraction of a week of delay, up to a maximum of 10% of the total sum of the order.

If the limit of the penalties is reached, NAVEC will be entitled to terminate the order or the contract.

Penalties will be deducted from outstanding invoices or existing warranties.

Penalties are fully compatible with any compensation for damages that may be claimed from the Supplier due to delay or other causes.

19.- Termination of the contract or cancellation of the order

With the express or tacit acceptance of the order, the Contractor accepts that NAVEC may cancel the order or terminate the contract at any time without incurring any expenses (including compensation) merely by giving the Contractor written notice if:

- a) The Contractor fails to comply with its labour, tax, social security, environmental, occupational risk prevention and safety obligations.
- b) The Contractor dies or becomes incapacitated, or its legal personality comes to an end.
- c) The service included in the order is not provided within the delivery deadline indicated in the contractual documentation.
- d) The Contractor fails to comply with the safety conditions imposed for the execution of the works.
- e) The Contractor fails to comply with the quality requirements in providing the service.
- f) There are reasonable doubts concerning the Contractor's ability to carry out the order (especially, but without limitation, in matters of quality and compliance with technical specifications or requirements).
- g) The Contractor prevents access to (its own or third-party) facilities where the works are being carried out or where the materials related to the works are stored.
- h) The Contractor counterfeits or fails to submit any of the documents required in the contractual documentation in respect of the Contractor and/or its workers.
- i) The Contractor fails to comply with NAVEC's Code of Conduct and/or the anti-corruption policy obligations undertaken.
- j) The Contractor is in serious and repeated breach of other obligations under the contractual documentation.
- k) The contract between NAVEC and its client (where applicable) is terminated for any reason.
- l) There is a serious and evident deterioration in the Contractor's solvency, which will be understood to have occurred automatically, without the following list being restrictive:
 - (i) if it takes any corporate measure or initiates any procedures for its administration by third parties, arrangement with creditors, or for the appointment of a receiver, comptroller, trustee or similar officer for itself or any of its assets, or if any third party applies for the Contractor to be declared under arrangement with creditors, provided that, in the latter case, the application has been admitted; or
 - (ii) if it is generally unable

to pay its debts as they fall due, it starts a general debt renegotiation to obtain a total or partial write-off of the debt or an extension of the time originally foreseen for its repayment, or if it makes a general assignment in favour of its creditors or an out-of-court composition.

In such cases, NAVEC may choose to terminate the order or demand its strict fulfilment with compensation, in both cases, for the damages suffered and for the applicable penalties. To this end, NAVEC may avail of the amounts outstanding, retained or the warranties that have been established, without these amounts constituting a limit in respect of the amount claimed.

20.- Representation

Before the works commence, the Contractor will appoint a representative with sufficient and appropriate powers and qualifications to direct the works included in the order with full diligence and competence. The Contractor will maintain such representative during the course of the works.

Said representative will be the only valid intermediary with NAVEC for both technical and financial matters associated with the order, and will have full independence to perform their duties.

The Contractor's representative will give absolute priority to all matters relating to safety and occupational risk prevention.

NAVEC will also appoint a qualified person to supervise the proper execution of the works included in the order.

21.- Confidentiality

All information that NAVEC makes available to the Supplier as a result of the current order, including drawings, models, designs and specifications that NAVEC provides the Supplier, will be deemed confidential. Therefore, the Supplier undertakes not to disclose the information nor give copies or reproductions to third parties without NAVEC's prior and express written consent, except for information that is in the public domain or that is requested by administrative or judicial authorities.

The Supplier will ensure that its employees and professional advisors who have had access to this information fully comply with this obligation.

The Supplier undertakes to treat all information handled and accessed during and after the term of the order confidentially, complying with all the following obligations:

- To use the confidential information only to execute the order.
- To allow access to confidential information only to those employees or professional advisors who need it to execute the order.
- To keep all confidential information secret.
- To have adequate means to ensure the confidentiality of the information.

In no case does the use of the confidential information entail the assignment for the use of patents, licences, copyrights or any other intellectual and/or industrial property rights.

When the order is completed, the Supplier will destroy the confidential information and provide evidence of such destruction if NAVEC requests it.

22.- Data protection

In compliance with Spanish Organic Law on Personal Data Protection [*Ley Orgánica de Protección de Datos de Carácter Personal*], NAVEC informs that the personal data provided by the Supplier will be included in its automated supplier information files.

The Supplier may exercise the rights of access, rectification, cancellation and objection provided for in the Law by contacting NAVEC at the address stated in the order.

In the event that the order involves the need to access personal data owned by the Supplier, NAVEC, as the processor, is obliged to comply with the Spanish Organic Law on Personal Data Protection and other implementing and applicable regulations. To this end, and if required, the parties will enter into a contract for the processing of data.

In the event that the order involves the need to access personal data owned by NAVEC, the Supplier, as the processor, is obliged to comply with the Spanish Organic Law on Personal Data Protection and other implementing and applicable regulations. To this end, and if required, the parties will enter into a contract for the processing of data.

23.- Industrial and intellectual property

All intellectual and industrial property rights concerning the information that NAVEC may provide to the Supplier, in whatever medium the information may be found, belong to NAVEC or its licensors and will remain the property of NAVEC or its licensors. The provision of this information does not confer the Supplier any rights, licences or authorisation unless expressly stated in advance and in writing.

The Supplier undertakes to take the necessary measures to prevent the breach of these rights by its employees or subcontractors.

When the order is completed, the Supplier will destroy the information and provide evidence of such destruction if NAVEC requests it.

24.- Force majeure

Neither party will be deemed liable for the non-compliance of its obligations under the order if their performance is delayed or rendered impossible due to force majeure.

The suspension of contractual obligations will last as long as the cause of the force majeure remains.

For the above purposes, those events that cannot be foreseen or which, although foreseen, are unavoidable, are considered to be force majeure. Delays caused by the Contractor's suppliers or by strikes of the Contractor's staff or the staff of its subcontractors, if any, will not be considered force majeure, neither will natural phenomena such as rain, ice or wind, among others, which the Contractor should have foreseen by taking appropriate measures in advance.

25.- Applicable law and jurisdiction

The contractual documentation will be governed by Spanish law.



In the event of any doubt or discrepancy regarding the interpretation or execution of the contractual documentation, the parties waive any jurisdiction that may correspond to them by law and submit to the courts and tribunals of the place of domicile of the branch issuing the letter of order.