

## **HARTING Iberia, S.A.U. GENERAL CONDITIONS OF SALE**

**1. Scope of Application:** 1.1. These general conditions of sale (hereinafter "GCS") apply to all business relationships established between the company HARTING Iberia, S.A.U., (hereinafter "HARTING" or "Vendor" or "Company") and those persons, physical or legal, (identified hereinafter in a generic manner as "Client/s") who contract with the former the supply of goods, the provision of a service, and/or the performance of any provision of giving or doing, whatever the mode and means through which such relationships are formed and carried out. These conditions apply, therefore, to all orders placed by Clients, who shall be subject to these conditions by the mere fact of placing an order with HARTING. 1.2. These GCS shall apply without prejudice to the existence, with respect to specific operations, of any particular conditions between the parties, which must, for their validity, have been expressly accepted by both parties, in accordance with the procedure provided by HARTING in each case. 1.3. The application of any general conditions that the Client may use in its commercial relations is expressly excluded, even in cases where they have not been expressly rejected by the Company with respect to any particular commercial transaction. These GCS shall apply therefore even in those cases in which the Client makes an order without making any reservation but incorporating or making reference thereto to any other conditions different from those present.

**2. Orders and negotiable documentation:** 2.1. All orders must be made in writing or through the electronic means made available to the Client by HARTING, as indicated by HARTING. 2.2. Orders will not be binding for HARTING; therefore, they shall not have to be accepted. There is no contract without acceptance of the order by HARTING, which shall always be understood in relation to these GCS, excluding the application of any other general conditions. 2.3. For orders under 350 Euros, a maximum increase of 50 Euros shall be applied to the value of the order for shipping, handling and insurance. In the case of orders over 350 Euros but under 500 Euros, the increase or surcharge may be up to 30 Euros. 2.4. Orders must always be made in multiples of packaging units, HARTING being authorized to increase the order until reaching the minimum unit of packaging of the multiple thereof. 2.5. Cancellations of customized orders (custom made) and/or made to measure by the Client will not be accepted. The cancellation of any other type of orders will always be subject to the possibility of the Company canceling the order with respect to its supplier. All expenses derived from the cancellation will be at the Client's expense. 2.6. All industrial and/or intellectual property rights pertaining to the documentation that may, if applicable, be delivered to the Client in connection with the negotiation, formalization and/or execution of the contract, such as calculations, drawings, plans, etc., belong to HARTING. All rights related to those documents labeled as confidential or, by reason of their content, can be considered as such also belong to HARTING. The Client will not be able to provide access to the offers and the documentation concerning them unless it has the prior written consent of the Company. All documentation concerning the offer, such as drawings, samples, etc., must be returned to HARTING if so is requested.

**3. Shipping and packaging:** 3.1. The transport of goods shall be carried out in accordance with the Incoterms 2020 CIP in the case of Spain and Portugal. In the case of deliveries to other countries, INCOTERM will be assigned. Products shall be considered delivered as established in each of these Incoterms, as appropriate. 3.2. In the case of requests for immediate delivery or delivery periods shorter than HARTING's standard delivery period, and if that order is accepted by HARTING with these delivery conditions, any expenses arising from the delivery due to the urgent shipping shall be paid, in full, by the Client.

**4. Prices:** 4.1. By the mere act of placing an order, it is understood that the Client accepts the price rates and payment conditions in force at that time, set by HARTING and that they may be modified by HARTING at any time for future operations. The new rates and/or payment conditions shall apply to all those orders made after their entry into force. Prices do not include the packaging of the

merchandise, nor any other expense or additional cost, which shall be invoiced separately. Discounts cannot be applied to prices unless there is an explicit agreement in writing by HARTING. 4.2. Prices are quoted in EUROS and must be increased with Value Added Tax or any other taxes or expenses applicable under the legislation in force at the time of billing. 4.3. HARTING reserves the right to raise the price prior to delivery, duly informing the Client, when as a result of factors beyond HARTING's control there is an appreciable increase in the cost of the raw materials or labour costs, change in the exchange rate legislation, etc. The Client is free to cancel the order in the event that they do not agree with the new conditions. However, in the event that both parties have agreed on a delivery time of the order greater than 2 months from the conclusion of the contract, HARTING will then have the right to apply the adjustments in the price listed without the Client being able to oppose such adjustments, the latter being obliged to accept the changes made.

**5. Payment Conditions:** 5.1 In Cash at the time of the departures of the material from HARTING Warehouse, for Customers who do not have an open account in HARTING records. 5.2 For Customers with a HARTING account, the payment conditions are established within the framework of commercial negotiation and respecting the provisions of Law 15/2010. Unless otherwise expressly agreed in writing, and without prejudice to the provisions of subsection 5.7. outlined below, the payment date will be the effective receipt of the amount of the corresponding price by the Company. 5.3 The delay in the payment of the invoices will generate, in favor of HARTING, default interest at the legally applicable rate in accordance with the regulations on delinquency in commercial transactions, without prejudice to the right of HARTING to demand a greater indemnity in the event that the damages that would have caused it were greater. 5.4 In the event that payment is broken down into instalments by express agreement between both parties, failure to pay any of the instalments shall render all the instalments due, and the Company will then have the right to claim the entirety of the outstanding debt. 5.5 The Client may only assert against HARTING the offsetting of claims, in the case of overdue, liquid and enforceable claims that have been previously recognized by HARTING or have been recognized by final court judgement. 5.6. The Client's right to retain the merchandise is explicitly excluded. 5.7. Regardless of the expiration date of the receivables that the Company holds against the Clients, it shall be considered automatically due, so that the Company may demand the immediate settlement of the payment due or a part of it, in the event that Clients a) incur arrears, b) neglect any of their payments, c) any of the commercial effects delivered by them is protested, d) doubts arise regarding their solvency, or e) their debt increases with respect to the volume initially existing. In all these cases, the Company may, at its sole discretion, demand at all times, even after the conclusion of the contract and, with respect to the orders that are made in the future, those that were in progress, and benefits pending, the advance payment of the price or a part thereof, as well as the constitution of the guarantees that are adequate to ensure the satisfaction of its receivables with the Clients. If within two weeks of its request, the advance payment does not take effect, and/or the requested guarantees are not be constituted, the Company may terminate the contract without needing to grant a new term, without prejudice to all the shares corresponding to it legally.

**6. Transfer of Risk:** 6.1. Transfer of risk occurs with the placing of merchandise at the disposal of the Client in accordance with the Incoterm 2020 which is applicable in accordance with the provisions of section 3 above. 6.2. The Client shall be obliged to compensate the Company for all expenses and damages that may be caused to the latter as a result of the delay in compliance or failure to comply with the obligations that correspond to the Client in accordance with the resulting applicable Incoterm. 6.3. In the event that software has been supplied to the Client in the terms detailed in section 12, and this has been done by electronic means (for example, via Internet), the risks in relation to the software will be transmitted to the Client from the moment in which the software leaves the Company's control.

**7. Retention of Ownership:** 7.1. HARTING reserves ownership over

all sold goods until they have been fully paid for by the Client. In the event of an existing account contract between both parties, the reservation of ownership will fall on the balance that may exist, at any time, in favor of the Company, in the amount corresponding to the balance owed by the Client. In the ordinary course of its business, the Client may proceed to dispose of the goods subject to reservation of ownership provided that it is up to date in complying with its contractual obligations with the Company and, in particular, has not incurred in arrears. The Client may not pawn or pledge as collateral merchandise subject to reservation of ownership. **7.2.** The Company may, after having granted the Client a reasonable grace period, without the latter duly attending to its contractual obligations, resolving the contract and claiming the return of the goods delivered and subject to reservation of ownership in the cases in which the Client defectively fulfills the contract or fails to do so, culpably or fraudulently, in particular, if it were to default on payment. Notwithstanding this, the Company will not be obliged to grant an additional grace period in cases in which such requirement is not expressly determined by law. Unless otherwise indicated, any request for the return of goods subject to reservation of ownership shall be considered as resolution of the contract. **7.3.** The Client gives to the Company, from this moment and irrevocably, in the amount resulting from the corresponding invoice (including VAT that applies) all the credit rights that arise in its favor as a result of the sale to third parties of the goods subject to reservation of ownership, whether they have been transformed or not. If the merchandise subject to the reservation of ownership is sold by the Client, together with other merchandise not supplied by HARTING, for a package price, the assignment of receivables will be produced by the value of the merchandise resulting from the corresponding invoice, including VAT. In the event that there is an existing account agreement between the Client and its buyer, the assignment of receivables will be extended to the balance at any time in favor of the Client, for the amount that the latter owes to the Company, including the buyer's contested cases. The Company accepts, from this moment, the assignment in its favor of said receivables. **7.4.** The Client may, on its own, collect the receivables that have been assigned, although this will not affect the right of the Company to directly collect the assigned receivables. However, the Company will not collect the assigned receivables provided that the Client covers the payments, is not in arrears, and a bankruptcy proceeding against the Client is not initiated. In the event that any of these extremes occurs, the Company may require the Client to report the assigned receivables, its debtors, and to provide all the additional information necessary to collect the receivables, to transmit all the documentation concerning them and that all debtors (third parties) are notified of the assignment. **7.5** In case of specification, attachment and/or confusion of the merchandise subject to reservation of ownership with other goods not belonging to the Company, there will arise, in favor of the Company, in any case, a right of co-ownership over the new good, which will be proportional to the value of the merchandise subject to reservation of ownership (invoiced amount plus VAT) in relation to the value of the remainder of goods used in obtaining the new merchandise at the time when the specification, attachment or confusion occurred. The Client must implement, at their expense, the mechanisms necessary to ensure the right of co-ownership of the Company that thus arises. The provisions of these GCS with respect to the reservation of ownership shall be equally applicable with respect to the new merchandise that arises from the specification, attachment and/or confusion. The Client irrevocably gives up the rights that arise in its favor in the case of merging the merchandise with real estate to the Company. **7.6.** The Client must carefully handle the goods subject to reservation of ownership, maintain them in a differentiated manner with respect to other merchandise, and adopt the necessary measures to prevent them from being lost, in particular due to fire, flood or theft. **7.7.** The Client must inform the Company as soon as possible of any seizures or any other type of damage that may occur on the merchandise subject to reservation of ownership by third parties, as well as of possible cessions of receivables that affect, as agreed in these GCS, and must also provide the Company with all the documentation required for the defense of their rights. All the costs involved in raising the hinderance will be on the Client's account, as long as they cannot be charged by

the third party. In the event that the Client sold the merchandise subject to reservation of ownership with a deferred price, he must then reserve ownership over it under the same conditions in which HARTING has reserved it. Otherwise, the Client cannot carry out a subsequent provision. **7.8.** If the value of the collateral deposited in our benefit exceeds the amount of secured receivables by a total of more than fifteen (15) per cent, HARTING shall, at the request of the Client, release appropriate guarantees of HARTING's choosing.

#### **8. Deadlines for delivery, delay in delivery or acceptance and events of force majeure:**

**8.1.** Deadlines or delivery dates that have not been expressly agreed upon as binding, shall not be considered as such. In the absence of an express agreement, the deadline or delivery date will be those specified in the order confirmation, which shall not be considered binding, unless otherwise indicated. In any case, the indicated deadlines will only begin to be counted once the various ends of the contract have been fully specified, all technical questions regarding the merchandise to be delivered have been completely resolved, and HARTING has therefore been provided with the documentation necessary for the delivery of the merchandise, such as plans, drawings, diagrams, etc., and the Client has punctually fulfilled all obligations incumbent upon him, such as those derived from the applicable Incoterm, or the established payment terms. The start of the deadline or agreed delivery terms will require the concurrence of such ends. **8.2.** In case of events of force majeure such as fire, flood, war, strikes, pandemics, and any other unforeseeable and insurmountable events that cannot be controlled by the Company and that could cause a delay in the delivery of the goods, the established delivery deadline shall be extended for a period of time equal to that of the duration. It will also be understood as force majeure events all cases of late delivery to the Company of the raw materials and materials necessary to make the delivery, unless the delay in the supply of such elements is attributable to the Company. The Company will not respond, in any case, for the delays that may occur in the delivery as a result of events of force majeure. When there is an event of force majeure, the Company will inform the Client of this. In the event that such events of force majeure substantially modify the economic significance of the contract or the content of the contractual obligations in a relevant way or affect the Company's business in a significant manner or it is evident that the contract cannot be fulfilled, it will be modified as appropriate. In the event that such modification is not economically justifiable, HARTING will have the right to resolve the contract in totality or partially. In case of the latter, HARTING must notify the Client as soon as possible of its willingness to terminate the contract, even in the event that an extension has been agreed upon with the Client regarding the delivery time of the merchandise. Any type of responsibility that the Company holds for total or partial resolution is expressly excluded. **8.3.** Under no circumstances shall the Company be liable for delays in delivery under the circumstances of section 8.2 above. The provisions for liability in section 11 shall apply, as applicable, to the cases of liability of the Company due to late delivery. **8.4.** In the event that the Client incurs a delay in the receipt of the goods, HARTING may claim the damages and losses that this may have caused. The same right will apply to HARTING in the cases in which the Client, whether intentionally or negligently, does not comply with its obligation of cooperation. **8.5.** HARTING reserves at all times the right to remove certain materials from its catalog of offered products and to replace them with others, if deemed convenient.

#### **9. Reception of goods and general return policies:**

**9.1.** Ordered goods, especially those that have been tailored for the Client, must be received or accepted by the Client, even in cases where small discrepancies, with respect to the agreement, have been presented, provided that these discrepancies do not affect the functionality of the goods. **9.2.** It is understood that the Client waives their right to make any claim for apparent defects in the delivered goods (number of units, models, etc.), provided that it does not formulate the corresponding written claim, addressed to HARTING, within ten (10) days working days from the date of the delivery note or any other term that the Parties may have agreed upon for a specific order. Unless otherwise decided by the Company in its sole discretion, no claim will be accepted regarding such defects that have not been received by HARTING within that period. It is an essential requirement for the

Client to make a claim based on apparent defects that the merchandise has not been manipulated, transformed, or used in any way. **9.3.** Regardless of the assumptions foreseen, legally and contractually, in relation to the return of goods that suffer from hidden or apparent defects, HARTING will only accept the return of merchandise if it deems it appropriate, at its sole discretion. For any case of return of goods, the Supply Chain department will be responsible for the return management, to which the Client must address their request. Without prejudice to the application, where applicable, of the provisions of the following section regarding guarantees, the return of the goods shall be carried out in accordance with the provisions of this section. **9.4.** The Company will inform the Client of the decision, if applicable, to accept the return of the goods, as well as the address to which they should be sent, together with a return number (RMA number). The returned goods must be valid and in perfect condition for sale. Returns of custom-made material will not be accepted. The goods must be returned in the original HARTING packaging, closed and in perfect condition, without scratches or alterations with respect to the original. In no case goods delivered more than one year in advance be returned. The merchandise will be subjected to the corresponding quality inspection at the HARTING factories. Only where applicable, the payment of merchandise that results in accordance with the results of the inspection carried out by the Quality Assurance Department. These results will be notified to the Client. In the case of continuous sale merchandise, the Client shall be credited with a minimum charge of 15%, depending on the case, in terms of expenses and processing. If, as a consequence of the Inspection, some of the goods coming from the return are rejected, the Client will decide if he chooses to keep this merchandise, in which case all transport costs will be deducted from his account, or if the destruction is carried out of the same, being also of account of the Client the expenses that for that are generated.

**10. Warranty for hidden defects:** **10.1.** The supplied goods are under warranty, with respect to defects of an original nature, for a period of one (1) year from the date on which the transfer of risk occurred. **10.2.** The merchandise for which the warranty is intended must be sent to HARTING for examination in its original or equivalent packaging. HARTING shall proceed to repair the defects if the warranty claim is valid and within the warranty period. It is at the discretion of HARTING whether it corrects the defect by means of repair or replacement. HARTING shall only bear costs necessary to repair the defect. The remainder of expenses shall be at the Client's account. **10.3.** HARTING shall be entitled to refuse to remedy defects in accordance with our statutory rights. HARTING may refuse to repair defects if the Client has not complied with HARTING's request to return the goods claimed to be defective. **10.4.** The Client is entitled to rescind the contract or reduce the contract price in accordance with his legal rights, however, the Client shall not be entitled to rescind the contract or to demand a reduction in the contract price, as long as the Client has previously given HARTING two (2) reasonable grace periods to repair the defect which HARTING has failed to observe. **10.5** If HARTING maliciously withholds disclosure of a defect or in case of assumption of warranty with respect to certain properties of the merchandise, the Client's rights shall be governed exclusively by the legal provisions. **10.6.** Any information concerning HARTING products contained in the offers, print and website, in particular those relating to illustrations, drawings, and indications of dimensions, weights and performance, are approximate and include average properties and values. There are no guarantees concerning the properties of the goods, but rather, descriptions and features distinguishing them. Unless the order confirmation had expressly agreed to any limits on possible deviations, standard deviations shall be admissible in class, so that the delivered goods will not be considered as defective. **10.7** HARTING shall not accept any liability for defects in the goods supplied if such defects are caused by normal wear and tear, nor those that derive from its transportation or improper installation. The Client shall have no rights against HARTING in respect of defects in goods sold as lower-class or used goods. The warranty is expressly excluded for those goods on which the Client or Third parties have carried out alterations or repairs in an incorrect manner and no claims

for defects may be made for such merchandise. **10.8** Any warranty shall be void if operating or maintenance instructions are not followed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with our original product specifications, unless the Client can show that the defect in question resulted from another cause. The client must always notify, either in writing or through procedure authorized by HARTING, in a detailed manner and within the established period, the defects whose rectification the Client claims. **10.9.** In the event that there is a defect in the Software supplied for an unlimited period in accordance with the provisions of section 12 below, the following regimen shall apply: (i) Only such discrepancies that derive from the specifications provided shall be considered as defects, provided that they can be tested and proven by the Client. No defect shall be assumed where it does not appear in the latest version of the Software provided and the use of the Software can reasonably be expected from the Client. The defect and the data processing environment in which it appears shall be described herein as accurately as possible. (ii) HARTING will not accept nor assume claims for defects in cases where: a) there are insignificant discrepancies with respect to the agreed conditions; b) the damage is insignificant to its use; c) there are losses resulting from improper or careless handling by the Client or by third parties; d) there are losses resulting from special or external circumstances which have not been expressly assumed in the contract; e) there are modifications that have been carried out by the Client or by third parties and consequences arising from them; f) extensions or adaptations of the Software made by the Clients or by third parties beyond the interfaces provided by HARTING. HARTING shall not be liable for the provided Software being compatible with the data processing environment used by the Client unless HARTING has previously examined it and has explicitly confirmed the Software's compatibility with and functionality for it. Unless HARTING does not specify or establish how to carry out corrections, they shall be carried out on the defective Software in the following manner: (aa) HARTING shall provide an updated or improved version of the Software, if available to or reasonably procurable by HARTING. If HARTING has granted the Client a multi-user-license, the Client shall be entitled to make copies of the update or upgrade provided for the rectification of the defect in an amount that corresponds to the number of users in the multi-user-license. (bb) HARTING shall make available to the Client an interim solution until an update or upgrade to circumvent the defect can be provided as long as this is possible by showing reasonable efforts and the Client would otherwise not be able to attend to urgent matters. (cc) Where the data carrier or documentation provided is defective; the Client can only require that HARTING replaces it by a data carrier or documentation free of defects. (dd) The rectification of the defect shall, at the discretion of HARTING, be carried out at HARTING's or the Client's premises. If HARTING chooses rectification at the Client's premises, the Client shall provide hardware and software, other operating conditions (including necessary machine time) with suitable personnel. The Client shall provide HARTING with all documentation and information that it holds and that are necessary for the rectification of the defect.

**11. Disclaimer:** **11.1.** In case of breach of contract, hidden defects, conducting impermissible conduct, or product liability, HARTING, except as expressly agreed by the parties or the application of mandatory rules, will respond only in cases in which attends malice or gross negligence. HARTING will only be liable for slight negligence in cases of breach of duty of a substantial nature, meaning that breach of which endangers the attainment of the objective pursued through the contract. In the latter case, however, the responsibility of the Company shall be limited to contractual damages typically stated in the conclusion of the contract. **11.2.** Exclusions and limitations of liability contained in the preceding paragraphs shall not apply in case of assumption of guarantee with regard to the properties of the goods, in case of concealment of a defect in bad faith, in case of bodily injury to or affecting the health of people's lives, and where, in accordance with current legislation on liability for damage caused by defective products necessarily responds. **11.3.** All actions for claiming damages against HARTING, whatever their cause, shall be expire within one year from transfer of risk on the goods to the Client. In case of tortious liability, after the Client becomes aware of circumstances and found the action

of the person liable to compensation, or since, applying a minimum diligence, they have known such extremes. The rules contained in this paragraph shall not apply and the rules applicable in case of liability for fraud or gross negligence and in cases provided for in the preceding paragraph will apply. **11.4.** If Client is an intermediary with respect to the goods delivered, and the final purchaser a consumer, prescription of a possible return action against HARTING by the Client shall be governed by applicable laws. **11.5.** All claims by the Client that go beyond material defects, particularly compensation for damages, injuries, or impairment of objects, loss of profits or otherwise, is excluded from the HARTING warranty and the Company also accepts no responsibility for them.

**12. Software use and rights:** **12.1.** All Software programs are, and will fully remain, the property of HARTING and are protected by copyright and by national and international laws and intellectual property rights. HARTING confers a non-exclusive right to use the Software on the documentation relating thereto and its subsequent modifications. **12.2.** This non-exclusive usage right conferred by HARTING is not transmissible, and is conferred by a certain time, for the period agreed in the contract, unless the contract does not set a specific period, in which case it is understood that the right of use is granted indefinitely. The Client is not allowed to rent, lend or sublicense the software. **12.3.** The present clause 12 shall apply solely and exclusively to the software supplied with or as part of that hardware (hereinafter: the "Software") and deliveries in total, where the software has caused a breach of contractual obligations or any kind of failure. **12.4.** Unless otherwise expressly agreed in the contract with the Client, HARTING shall not take on any obligation to provide Software servicing. The provision of such technical services must be agreed upon between both parties in a separate agreement. **12.5.** Where documentation is provided, the term "Software" shall hereafter also include the documentation in the contractually agreed format. **12.6.** If the right of use has been granted for a limited period of time, the following provisions shall additionally apply: (i) the Client shall only use the Software with the hardware referred to in the contractual documentation, and if there is no such reference only with the hardware supplied together with the Software. (ii) The use of the Software with other devices shall require the explicit written consent of HARTING. **12.7.** As a general rule, the source code will not be available to the Client. Its delivery will only take place after a separate agreement in writing by HARTING is made. **12.8.** It is not allowed, without the prior written consent of the Company, the making of copies or duplicates in any way, including for the Client's own use, except for the making of a backup copy. Copies are only allowed in the case of multi-user licenses, in accordance with section 12.13 of this present clause. **12.9.** The Client is not authorized to decompose, decompile, modify or translate the software or to eliminate any of its parts. Neither can it eliminate or modify the information relating to HARTING, in particular the information protected by intellectual property rights, except and only by virtue of prior express consent on the part of HARTING. **12.10.** The Client may only pass on its right of use to the Software to third parties together with the devices or the data carrier with which it has purchased the Software from HARTING. In the case of a transfer of the right of use to third parties, the Client shall ensure that the third party shall not be granted any further rights of use to the Software than those to which the Client is entitled according to this present clause 12 and that the third party shall, as a minimum, assume the obligations regarding the Software that are set out in this contract. In this case the Client shall not retain any copies of the Software. If the Client provides the Software to a third party the Client is responsible for the compliance with any export obligations and shall indemnify HARTING against any such obligations. **12.11.** If the Client has been provided with Software for which HARTING only has a right derived from third parties, the terms of use between HARTING and its licensor shall apply additionally to this Clause 12 and shall take precedence over them. **12.12.** If the Client has been provided with open source software, the rights of use that the open source software is subject to shall apply in addition to the provisions of this Clause 12 and shall take precedence over them. **12.13.** The use of the Software on various devices or at several workplaces at the same time shall require a right of use to be granted separately. The same shall apply where the Software is used in networks even

though this may not involve the copying of the Software. In these cases (hereafter: Multi-User-Licenses) the following provisions shall apply in addition to the

foregoing dispositions of this Clause 12 and shall take precedence over them: (i) A Multi-User-License shall require an explicit written confirmation by HARTING regarding the number of permitted copies which the Client may create from the Software provided and regarding the number of devices or workplaces at which the Software can be used. For Multi-User-Licenses to Software where the period of use has been limited, the Multi-User-Licenses may only be transferred to third parties by the Client if they are transferred collectively and including all devices on which the Software may be used. (ii) The Client shall observe the guidelines as to copying that are provided by HARTING together with the Multi-User-License. The Client shall make records of the location of all copies and shall present these to HARTING upon demand.

**13. Samples and Client documentation:** **13.1.** Samples may be provided only for consideration, unless otherwise agreed upon, and in addition, will serve only as approximate samples. **13.2.** If the Client provides drawings, documents or other information, it will be the Client's responsibility that the use according to the contract of these drawings, documents or other information does not infringe the intellectual property rights of third parties.

**14. Condition, end-use declaration:** **14.1.** The conclusion of the individual contracts and the respective performance of the contracts by the parties shall be subject to the condition that they do not infringe any national or international laws especially export control provisions. **14.2.** The customer shall strictly observe all regulations of foreign trade law in the European Union, Germany, the United Kingdom and the USA and all applicable national export regulations, obtain the necessary permits and promptly supply all information and documentation required for export, shipment and import in the corresponding country of delivery. The customer shall report any contradictions to HARTING without undue delay. **14.3.** In the event of delays due to export audits or permit procedures, agreed deadlines and delivery periods shall be suspended. In this case, HARTING and the customer shall agree on mutually acceptable new deadlines. If the necessary permits are not issued within 6 calendar weeks following the delays, the contract regarding the affected parts shall be deemed not to have been concluded. Claims for damages asserted by the customer are excluded to this extent and due to the aforementioned failure to meet a deadline. Upon request, HARTING shall provide the customer with relevant contacts for further information. **14.4.** Fulfilment of the contract by HARTING is subject to the condition that: (a) there are no obstacles due to German, European, US or other national or international regulations of foreign trade law, embargoes or other sanctions applicable to HARTING; (b) in the event of subsequent use or resale of the services, the customer duly observes all regulations of foreign trade law in the European Union, Germany, the USA and the United Kingdom as well as any other national regulations applicable to the customer. This relates in particular to the ban on the supply of goods and services to Russia, Belarus and sanctioned individuals, institutions and companies. In cases of doubt, HARTING is entitled to request a corresponding end-use certificate from the customer. HARTING is released from its duty to perform until it receives such a certificate. **14.5.** In the event of culpable violation by the customer of the regulations set out in point 12: (a) the customer shall, on first demand, indemnify HARTING from and against all claims and pay compensation for any damages asserted against HARTING by HARTING's other business partners, third parties or state and/or international authorities or organisations. The same applies to any damages or expenses incurred by HARTING; (b) HARTING shall be entitled to terminate all existing contracts with immediate effect and assert its legal entitlements to damages.

**15. Applicable law. Competent jurisdiction:** **15.1.** For all business relationships and litigious issues that may arise between the Client and HARTING, it will be applicable, in the case of Clients domiciled in Spain, Spanish law of a common nature, and, in the case of Clients

domiciled in Portugal, Portuguese Law. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. **15.2.** Any dispute or conflict that may arise between the Company and its Clients in relation to the commercial relations maintained between them, shall be submitted to the jurisdiction of the courts of the city of Barcelona. Notwithstanding this, HARTING may opt, at its own discretion, because any litigation or controversy shall be brought before the courts of the place where the Client is domiciled.

**16. Other:** **16.1.** The invalidity of any of these conditions do not imply the invalidity of the contract as a whole, but only that part which had been declared void, remaining in the rest of the legal relationship established, which will have to integrate, in what may be through those other terms that most closely match the economic aim pursued by the clause had been declared invalid. **16.2.** It is expressly forbidden to the Client the assignment to third parties of the rights derived from this contract without collecting the express and written consent of HARTING in this regard. **16.3.** These conditions shall apply to contracts concluded with consumers as they do not contradict existing mandatory legislation.

HARTING Iberia, S.A.U.

