

1. PURPOSE

1.1. This document sets out the General Terms and Conditions of Purchase and Contracting of Services (hereinafter, the GTC) governing the relationship between Barberán, S.A. (hereinafter, the BSA) and its Suppliers, regardless of their legal form, size or location, in relation to the purchase of equipment and materials and/or the provision of services (hereinafter, the Supplier and/or Suppliers, interchangeably).

1.2. Relations with Suppliers shall be governed by the provisions of this GPC document and, where applicable, by the specific conditions set out in an order form or contract (hereinafter referred to as Order/Contract). All of the above is without prejudice to the Supplier Contracting Policy implemented by BSA, which the Supplier declares to be aware of and accept.

1.3. The GTC will be available at the following link: <https://barberan.com/condiciones-generales-decompra/>. The GTC in force at the time of the contract between BSA and the Supplier shall apply.

1.4. In the event of any contradiction between the GTC and the Order/Contract, , the provisions of the Order/Contract accepted by both parties shall prevail.

2. SCOPE OF APPLICATION

2.1. These GTC shall apply to all Contracts and Orders formalised by BSA when both parties have agreed to this in writing.

2.2. Any stipulation that differs from or is an exception to any of these general conditions shall only be valid with the prior written agreement of both parties, made by the Supplier's legal representative and accepted in writing by BSA's legal representative.

2.3. Any exceptions and/or different stipulations agreed upon shall only apply to a specific Order or Contract and may not be extended to other past or future Orders or Contracts, unless expressly agreed by the parties.

2.4. Under no circumstances shall the Supplier's General Terms and Conditions of Sale or Contracting apply. Nor shall any unilateral condition, specification or similar included by the Supplier in its delivery notes, invoices and/or in general in any documentation exchanged between the parties in connection with the formulation of the Order or Contract, and which contradicts in whole or in part the provisions of these GTC, apply.

3. FORMALISATION OF ORDERS AND CONTRACTS

3.1. The procedure for formalising Orders/Contracts is as follows:

a) The Supplier sends BSA a written offer of services for the purchase of its products or goods and/or for the provision of services.

b) BSA analyses the Supplier's offer and, if satisfied, proceeds to accept it in writing by formalising the corresponding Contract or Order. Any modification to the initial terms of the Contract and/or Order must be formalised in writing and attached to them, forming an integral part thereof.

c) The Supplier accepts the Order by means of a written communication addressed to BSA, detailing quantities, deadlines, etc., by sending an email to: compras@barberan.com. However, the parties agree that, in the absence of such communication, the Order shall be deemed to have been tacitly accepted by the Supplier from the moment when:

- the Supplier starts the necessary works to provide the service and/or supply all or part of the product requested in the Order; or
- no written communication to the contrary is received within 5 working days from the date of dispatch of the Order.

3.2. The express and/or tacit acceptance of the Order and the supply by the Supplier automatically implies acceptance of the GTC and the terms and conditions of the Order.

4. PRICES

The prices established in the formalised Orders and/or Contracts are fixed and non-revisable, and no additional charges may be applied unless previously accepted in writing by BSA.

5. ELIVERY TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

5.1. The delivery of equipment, materials and/or provision of services shall be made on the date, at the place and under the other conditions specified in the contractual documentation, without any variations, unless expressly accepted by BSA.

5.2. BSA may vary the delivery conditions of the equipment, materials and/or provision of services provided that written notice is sent to the Supplier at least fifteen (15) calendar days prior to the delivery date. In this case, BSA and the Supplier shall agree on new delivery conditions.

5.3. In the event of rejection of the supply for justified reasons, it shall be considered as not made available, and the return costs shall be borne by the Supplier, unless both parties expressly agree otherwise.

5.4. Failure to deliver all goods or services within the stipulated period entitles BSA to take any of the following measures:

- a) Reduce the total quantity of goods and/or services covered by the Order by the quantity of the omitted shipments and/or services.
- b) Reduce the price on a pro rata basis.
- c) Cancel the Order with notice to the Supplier with respect to items not yet shipped or services not yet rendered.
- d) Purchase substitute items or services elsewhere and charge the Supplier for any loss suffered.

5.5. BSA shall not incur any liability for the adoption of the above measures.

6. TRANSFER OF TITLE AND RISK

Title to and risk of loss or damage to the equipment, materials or services shall be deemed to pass from the Supplier to BSA upon delivery to the location agreed in the contract documentation and in accordance with the Incoterm set out in the Order or Contract and as agreed by BSA.

7. RECEIPT OF GOODS

7.1. The goods shall be delivered properly packaged and identified by labels stating:

- BSA code.
- Number of units per package.
- Purchase order number.

This identification must be provided by means of a barcode if requested by BSA.

7.2. The Supplier shall also provide a delivery note with precise reference to the quantity, BSA codes and Purchase Order number. BSA shall not be obliged to accept any supply that is not accompanied by the duly completed delivery note and the relevant certificates, and the delivery may be considered not to have been made for the purposes of meeting deadlines. The delivery note may also be sent electronically, prior to physical receipt of the Order, by email to: almacen@barberan.com

7.3. Packages may not exceed 15 kg in weight, whenever feasible. Palletising shall preferably be carried out on European pallets.

7.4. Regarding quantities, weights and measurements, and without prejudice to other evidence, the values obtained in BSA's goods receipt control shall prevail.

7.5. If requested by BSA or if required by the nature of the supply, the Supplier must accompany the goods delivered with the necessary quality certificates or records. This documentation may also be sent electronically, prior to the physical receipt of the Order, by email to: calidad@barberan.com

7.6. The Supplier may not make early deliveries or deliver quantities in excess of those specified in the Order, nor may it provide services other than those specified therein, without the written authorisation of BSA. In the event of non-compliance, BSA may return the early or excess quantities. Without such authorisation, BSA declines all responsibility for payment related to the supplies made and services provided, even if there are delivery notes or service provision notes.

7.7. Regarding goods that, in accordance with applicable regulations, are considered toxic or dangerous products, the Supplier must comply with all the requirements established by current regulations. Such goods must also be accompanied by the corresponding safety data sheet. This documentation may also be sent electronically, prior to physical receipt of the Order, by email to: safety@barberan.com

7.8. Electronic receipt of the aforementioned documents prior to physical receipt of the Order does not imply acceptance of the Order by BSA.

8. PAYMENT AND INVOICING TERMS

8.1. Any payment shall be made upon presentation by the Supplier of the relevant invoice, in accordance with the payment milestones set out in the Contract or Order.

8.2. All invoices must include the identification details of the Supplier and BSA, in accordance with legal requirements, as well as the Order number and delivery note. Likewise, VAT or other taxes must be itemised, in accordance with the regulations.

8.3. All invoices from the Supplier must be sent by email to: facturas@barberan.com

8.4. Payments shall be made by bank transfer or money order within forty-five (45) days from the date of receipt of the goods and services provided in accordance with BSA, with payment dates on the tenth (10th) and twenty-fifth (25th) of each month.

8.5. The Supplier shall invoice BSA for the amount of the purchase or service regulated in this contract and any other amount arising from the execution of this contract by electronic means that allow for the proper identification of the parties involved and the traceability of the transaction.

9. SUPPLIER'S WARRANTIES AND RESPONSIBILITIES

9.1. The Supplier guarantees to BSA that:

a) The goods supplied are free from visible or hidden defects in workmanship, materials or manufacture.

b) The goods supplied are made in accordance with the specifications, drawings, samples and any other established descriptions applicable to them.

c) The goods supplied meet all contractual and legal requirements in terms of quality, environmental protection and occupational risk prevention.

d) The goods supplied meet the established operational requirements, where applicable, regarding performance and consumption. In addition, the Supplier guarantees the goods supplied against any defect or error in design, execution and materials used, for the warranty period established in these GCS or in the corresponding Contract.

9.2. In its commercial relations with BSA, the Supplier is obliged to comply with the legal and regulatory provisions in force at any given time in relation to tax, labour, social security, health and safety, occupational risk prevention and the environment.

9.3. Unless otherwise specified in the contractual documentation, the warranty period shall be 12 months from the date of delivery and acceptance by BSA.

9.4. Within the warranty period, the Supplier undertakes to replace or correct promptly and at no cost to BSA any goods supplied that do not comply with the contractual documentation and the requirements set out in the previous points. In the event that the Supplier fails to fulfil its obligation to correct or replace, as set out above, BSA may charge the Supplier for the resulting costs, for which purpose BSA may deduct the amount corresponding to those costs from outstanding invoices, withhold any outstanding payment up to that amount, or enforce, if applicable and up to that amount, the guarantee(s) provided by the Supplier.

9.5. The Supplier shall also hold BSA and its customers harmless from any liability and damages, and shall indemnify them for any loss, financial guarantee, cost, damage or expense incurred by them, including their legal costs, as a result of any claim or action brought against them, as a result of the use or sale of the goods supplied. BSA reserves the right to participate in the defence against such claims or actions, if it so chooses, to assume the defence itself, using its own solicitors.

9.6. The Supplier shall indemnify and hold BSA and its customers harmless against any damages or expenses that, due to the liability imposed by law, may be incurred by the latter, as well as for damages caused by injury or death to any person or persons, whoever they may be, and/or damage to property, whoever it may belong to, arising as a result of the installation and/or commissioning of the goods and/or equipment supplied to BSA.

10. SUPPLIER EVALUATION AND INCIDENTS

10.1. BSA evaluates its Suppliers based on service quality and rate, understood as delays in the delivery of goods or any necessary documentation or records. Any delay or incident in the Order will be considered for this evaluation. The evaluation will be carried out every six months based on the financial amount affected by incidents in relation to the total financial amount supplied during the period.

10.2. In the event that, as a result of the evaluation, it is detected that a Supplier does not meet the minimum requirements demanded by BSA, this fact will be communicated to the Supplier so that it may take the appropriate measures.

10.3. Regardless of the assessment, BSA may require corrective actions for all incidents detected. In that case, the Supplier will have a maximum period of fifteen (15) calendar days to submit to BSA a corrective action report clearly indicating the cause of the non-compliance and the actions taken. BSA reserves the right to verify the effective implementation of these actions.

11. PENALTIES

11.1. Failure to meet delivery deadlines, either due to delays on the part of the Supplier or due to time lost as a result of returns due to quality issues, shall entitle BSA to charge the Supplier penalties for delay, without the need for prior notification. The penalty for delay shall be that specified in the Contract or Order or, failing that, shall be five per cent (5%) of the price of the Order for each seven calendar days of delay in delivery, with any shorter periods being prorated.

11.2. If, due to production requirements, it is not feasible to return the goods supplied to the Supplier for repair or to wait for a new delivery, then BSA reserves the right to manufacture or repair the affected parts, passing on to the Supplier the penalty for the costs of materials and labour used.

11.3. Notwithstanding the foregoing, if other damages caused by the Supplier exceed the above, BSA shall be entitled to transfer such damages to the Supplier after notifying it of the amount and may offset such amount against the price of the supply or proceed to claim it if such damages exceed the amount owed by BSA.

12. INSPECTION AND QUALITY AT THE SUPPLIER'S FACILITIES

12.1. BSA reserves the right to inspect, using internal or external personnel, compliance with the requirements of the contracted equipment or materials in the Supplier's warehouses or workshops and/or those of its subcontractors prior to shipment. The Supplier shall be notified in writing of any inspection activity to be carried out with 5 days

prior to the effective date of the visit. The Supplier shall provide access to its warehouses or workshops to the personnel designated by BSA for the visit, which shall be carried out during the Supplier's normal business hours.

12.2. This inspection shall not exempt the Supplier from its responsibility to supply the equipment or materials in strict accordance with the specifications and applicable legal requirements, nor from its obligations under any applicable warranties.

13. AUDITS

13.1. BSA may conduct audits, using internal or external personnel, to verify the Supplier's compliance with the terms of the Order, as well as with BSA's internal procedures, which the Supplier must comply with, in accordance with the provisions of the Order.

13.2. BSA shall notify the Supplier of the audit at least 10 calendar days prior to its commencement. The Supplier shall provide access to its offices to the personnel designated by BSA to carry out the audit, which shall be conducted during the Supplier's normal business hours and shall in no case interfere with the work carried out therein. Likewise, the Supplier shall give access to the personnel designated by BSA to all documentation related to the Order. The audit shall not alter the Supplier's responsibility or exempt it from compliance with its obligations under the terms of the Order.

14. CANCELLATION OF THE ORDER

14.1. Without prejudice to any other consequences, penalties or compensation in favour of BSA that may arise, BSA may freely cancel the Order without any compensation or right to compensation for the Supplier in the event of breach by the latter of its obligations, as well as in the following cases:

- a) Delay in delivery for any reason.
- b) When, upon examination of the design, manufacturing, installation or supply processes that are being carried out or are to be carried out in relation to the Order, it can be reasonably inferred that it will be impossible to meet the required quality standards or agreed deadlines.
- c) Failure by the Supplier to comply with the requirements and conditions established by current legislation for the execution of activities related to the Order, and particularly those relating to tax, social security and occupational risk prevention, as well as those of an industrial and environmental nature.
- d) Failure by the Supplier to comply with the obligations established in these GTC.
- e) The death of the Supplier or, if it is a legal entity, its liquidation, or a change in control or management team of the Supplier that implies, for the purposes of BSA, a negative change in its economic-financial or technical and professional solvency.

14.2. BSA may cancel the Order at any time without cause prior to delivery or actual provision of services, simply by sending written notice of cancellation by any means to the Supplier at the address or contact details held by BSA at any given time. In this case, the Supplier shall only be entitled to compensation for the expenses and investments made for the execution of the Order, and the Supplier waives any other indemnity or compensation, including the waiver of compensation for industrial profit or margin lost, or any other damage or loss of profit caused by the cancellation.

15. ASSIGNMENT AND SUBCONTRACTING

15.1. The Supplier undertakes to carry out the supplies itself and may not subcontract them to third parties without the prior express written authorisation of BSA. Therefore, the Supplier may not subcontract, assign or transfer, in whole or in part, the Contract or Order, or any of the rights and obligations arising therefrom, without the prior written approval of BSA.

15.2. the Supplier shall send to BSA the list of subcontractors so that BSA may approve them prior to the formalisation of the Order. If 7 calendar days elapse without BSA confirming its acceptance in writing, the subcontracting shall be deemed not to have been approved.

15.3. It is the Supplier's responsibility to ensure that the processes and procedures required to meet the requirements of the orders are fully implemented at the premises of its suppliers and subcontractors. The Supplier assumes full responsibility for the work it has subcontracted to third parties and shall be liable to BSA in all cases for any circumstances arising from the performance of the subcontracted services, or for any breach of current regulations on subcontracting.

16. CONFIDENTIALITY AND TRADE SECRETS

16.1. All information made available by BSA to the Supplier as a result of an Order or Contract, including plans, designs and specifications provided by BSA to the Supplier, is the exclusive property of BSA and shall be considered confidential and a trade secret, and the Supplier undertakes not to disclose the information or transfer copies or reproductions thereof to third parties without the prior written consent of BSA in each case, with the exception of information that is in the public domain or is required by administrative or judicial authorities. All of the above is without prejudice to the signing of the confidentiality agreement by the Supplier.

16.2. The Supplier shall take the necessary measures to ensure that its employees or professional advisors, who have access to this information comply with this obligation of confidentiality. Likewise, the Supplier shall be liable to BSA if its employees or advisors breach their confidentiality obligations, and BSA reserves the right to take appropriate legal action in defence of its interests in relation to any breach of this obligation.

16.3. The Supplier may not refer to, describe or use for advertising or other purposes any material or document covered by the Order, including those aspects that may affect BSA's image, such as trademarks, logos, etc., without BSA's prior written authorisation.

16.4. All information that may be disclosed verbally, in writing or by any other means or medium, tangible or intangible, currently known or invented in the future, exchanged because of the Order shall be considered 'confidential information' or 'trade secret'.

16.5. The confidentiality obligations set forth in this clause shall be enforceable for 40 years from the signing of this contract.

16.6. This clause shall be interpreted and enforced in accordance with Law 1/2019 of 20 February on Trade Secrets and any subsequent regulations that replace it.

17. DATA PROTECTION

17.1. Each party shall use, as data controller, the personal data of the other party's legal representatives and other contact persons.

17.2. The purpose of the processing is to enable the proper performance of this contract, to comply with the rules applicable to BSA and to facilitate BSA's commercial activities.

17.3. Each controller shall retain the data for as long as the contractual relationship is maintained. After that date, the data shall only be retained for as long as necessary to comply with the applicable legal obligations or for as long as necessary for BSA's commercial activities.

17.4. The data will not be transferred to third parties except in cases where there is a legal obligation to do so. However, the controller may communicate the data to service providers in their capacity as data processors for the performance of ancillary services (sending communications, data hosting, legal advice, etc.).

17.5. The data subject may contact the relevant data controller to exercise, to the extent applicable, their rights of access, rectification or erasure, restriction of processing, objection, portability and to object to automated individual decision-making. In the case of Barberán, the data subject may write to the email address dpo@barberan.com.

18. INDUSTRIAL AND INTELLECTUAL PROPERTY

18.1. The Supplier represents and warrants that all designs, drawings, calculations, specifications, reports, information, studies, data, research, apparatus or equipment and any other materials, products or procedures that it or its subcontractors provide to BSA or use themselves for the performance of the Order or Contract are its property or, otherwise, that it has the necessary licences or authorisations from their owners and that they do not infringe any patent, copyright, trademark, know-how or any other Intellectual and Industrial Property rights in Spain or in any other country.

18.2. The Supplier shall fully indemnify BSA as a result of any claim or demand for liability for damages, losses, costs and expenses (including defence and legal costs) related to the actual or alleged infringement of any patent, copyright, trademark, know-how or any other form of intellectual or industrial property right or similar protection arising from any act committed by or on behalf of the Supplier in connection with the Order or Contract or with the use thereof by BSA.

18.3. Any information, in whatever form, that may be provided by BSA to the Supplier for the execution of the Order or Contract or to which the Supplier has access in the course of the contractual relationship, as well as all intellectual and industrial property rights relating to such information, belong to BSA and shall remain the property of BSA without unless expressly agreed in advance and in writing, grant any rights, licence or authorisation to the Supplier. The Supplier undertakes to take the necessary measures to ensure that such rights are not infringed by its staff or subcontractors.

18.4. The Supplier may not use the BSA name, brand or logo in any kind of media or format, nor may it publicise its status as a BSA Supplier without prior written authorisation.

19. FORCE MAJEURE

19.1. Neither party shall be held liable for any breach of its obligations under the Order or Contract in the event that the performance of such obligations is delayed or rendered impossible as a result of force majeure. By way of example only, and without limitation, the following shall be considered causes of force majeure: acts of war, military mobilisation, hostilities, acts of foreign enemies, riots, rebellion, revolution, military usurpation, insurrection, acts of terrorism, sabotage and piracy; monetary and trade restrictions; acts of a public authority, compliance with any law or government order that is not a consequence of the Supplier's breach; health emergencies decreed by the government, epidemics, pandemics or circumstances of a similar nature; natural disasters or natural catastrophes or extreme natural events; prolonged interruption of transport, telecommunications, information systems or energy infrastructure.

19.2. The suspension of contractual obligations shall last for as long as the cause of the force majeure remains.

19.3. In all cases of force majeure, the affected party shall inform the other party in writing (whenever objectively possible) within a maximum period of fifteen (15) calendar days and with all the means and documentation at its disposal, stating the cause of force majeure and taking all measures within its power to resolve the cause of the suspension in the shortest possible time.

19.4. If, after a period of three (3) months, the cause of force majeure has not ceased, either party may request the cancellation of the Order and/or termination of the Contract.

19.5. In application of the 'rebus sic stantibus clause', if an exceptional circumstance arises that prevents the fulfilment of contractual obligations because it becomes excessively burdensome for one of the parties due to the occurrence of an event beyond its control, which was not reasonably foreseeable at the time of the conclusion of the contract and which cannot reasonably be avoided, the parties shall make their best efforts to renegotiate alternative contractual conditions. In the event of failure to reach agreement, either party shall have the right to request the judge to adapt the contract in order to restore the balance or to terminate it as appropriate.

20. PREVENTION OF OCCUPATIONAL RISKS

20.1. Each party shall assume its respective obligations in relation to work, safety, hygiene and occupational risks regarding the persons working under its responsibility. Under no circumstances shall BSA assume obligations of this type regarding persons employed by the Supplier.

20.2. Each party shall inform and train its staff in accordance with current legislation and the risks of the job, providing appropriate safety equipment where necessary.

20.3. When a worker of one party has to perform their professional duties at the premises of the other party, the parties shall cooperate and coordinate in accordance with the applicable regulations to ensure the safety of the worker.

20.4. When a worker of the Supplier accesses the BSA's premises in the performance of this contract and the worker fails to comply with the safety instructions provided by the BSA, the latter shall not be liable for any damages that may arise.

21. COMPLIANCE AND ANTI-CORRUPTION

21.1. The Supplier acknowledges that it has a programme in place to prevent crime and other irregular conduct, promoting regulatory compliance within its organisation through, among other mechanisms, contractual commitments, transparency of internal processes, awareness-raising and the adoption of corrective measures where appropriate.

21.2. The Supplier agrees that during the execution of this contract, it will comply with local, regional, national, European and international regulations that may be applicable to its activity, the characteristics of its organisation, the territory in which it operates or other factors that may need to be considered. This includes applying for and complying with any licences, authorisations or permits that may be relevant to the performance of its activity.

21.3. The Supplier shall comply with the applicable regulations relating to the labour rights of persons providing professional services, which shall include, among other obligations, the signing of an employment contract in accordance with the applicable laws and agreements, the payment of instalments to the Tax Agency, making the appropriate Social Security contributions, occupational risk prevention and the adoption of equality plans and measures where required.

21.4. The Supplier shall respect the fundamental rights of the individuals who are members of its organisation and of the organisations with which it has dealings in the course of its professional activity.

21.5. The Supplier shall apply high standards of professionalism and diligence in all its commercial operations.

21.6. The Supplier shall keep scrupulous control of its accounts and operations, having adopted appropriate measures to prevent the falsification, misrepresentation, manipulation or concealment of accounting documents. Likewise, the Supplier guarantees that it will not allocate funds, materials, aid or support of any kind to the financing of illegal organisations or projects.

21.7. The Supplier shall not accept, offer, promise or give, either directly or through an intermediary, money, valuables or any other gift from/to a public official, authority, company or any other entity or person, whether natural or legal, with the intention of obtaining or facilitating favourable treatment or personal or business benefits for themselves or for third parties.

21.8. The Supplier shall only contract with individuals or legal entities in accordance with high standards of compliance and corporate ethics.

21.9. The Supplier declares that it is aware that BSA has a programme for the prevention of crime and other irregular conduct, and the Supplier undertakes to act in accordance with that programme.

21.10. BSA reserves the right to carry out the procedures it deems necessary for the proper identification and verification of the Supplier, including the collection of additional information or documentation to assess its risk profile. If, as a result of such verifications, indications of high risk or the existence of elements that contravene its Compliance Programme are detected—including, among others, possible links to illegal activities, regulatory breaches or practices contrary to BSA's ethical principles—the latter may take the measures it deems appropriate, including the temporary suspension or permanent exclusion of the commercial relationship, without this giving rise to any right to compensation.

21.11. Each party may reasonably request from the other sufficient information on the measures taken to comply with the commitments set out in this clause. The requested party shall cooperate to the extent that this is proportionate, within a reasonable period of time.

21.12. If either party becomes aware that the other party is in breach of this clause or that its organisation is in any way engaging in irregular practices that affect the performance of this contract, it shall notify the other party. Such breach may justify termination of the contract for breach of the applicable legal regime.

22. IT SECURITY AND FRAUD PREVENTION

22.1. The Supplier declares that it has adopted the appropriate technical and organisational measures to ensure the correct processing of confidential information arising from the execution of this contract.

22.2. Among other things, the Supplier declares that it has implemented measures to minimise the risk of falling victim to cyber-attacks and fraudulent operations. In this regard, the Supplier declares that it is aware that, through identity theft or other attack or fraud techniques, a third party outside BSA could attempt to obtain personal and banking information. Therefore, the Supplier undertakes not to transfer funds or communicate confidential information or personal data by any means without first verifying the reliability of the communication received and its sender.

22.3. BSA shall not accept any liability for any damages or losses that the Supplier may suffer, including financial losses, for not having taken due diligence in the processing of information, its IT resources and its communications.

23. WHISTLEBLOWER CHANNEL

23.1. BSA provides its employees, customers, suppliers and third parties with a whistleblower channel through which they can report, confidentially and anonymously if they wish, any conduct that is irregular, unlawful or contrary to the organisation's ethical principles.

23.2. The reporting channel has been set up in accordance with applicable regulations, respecting the confidentiality of communications and ensuring the absence of reprisals.

23.3. BSA provides further information about its reporting channel and access to it via its website: <https://barberan.com/canal-de-comunicaciones/>

23.4. The Supplier undertakes to make responsible use of the reporting channel and not to report situations that are not reportable or that are manifestly false.

24. APPLICABLE LEGISLATION AND RESOLUTION OF CONFLICTS

24.1. The applicable contractual documentation shall be governed by Spanish law and interpreted in accordance with it. In particular, the Vienna Convention of 11 April 1980 on the international sale of goods shall not apply.

24.2. In the event of a dispute between the parties regarding the interpretation or execution of this contract, the parties undertake to attempt to reach an amicable agreement or, failing that, to resort to any other appropriate means of non-judicial dispute resolution (MASC) before filing any lawsuit. This requirement shall be deemed to have been met if mediation, conciliation or the neutral opinion of an independent expert is sought in advance, if a confidential binding offer is made or if any other type of negotiation activity is used in accordance with applicable regulations. In particular, the requirement shall be deemed to have been met when the negotiation is conducted directly by the parties, or between their solicitors under their guidance and with their consent, as well as in cases where the parties have resorted to a collaborative law process. For the purposes of proving that prior negotiation has been attempted and that the requirement for admissibility has been met, such negotiation or attempt at negotiation must be documented, for which the parties shall cooperate in good faith.

24.3. In the event that the out-of-court agreement is unsuccessful, the parties waive their own jurisdiction and expressly submit to the exclusive jurisdiction of the Courts of the city of Barcelona, Spain.



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PURCHASE AND CONTRACTING OF
SERVICES**

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