

## § I General Terms

- (1) These General Terms and Conditions of Sale for the provision of services apply to all orders or contracts that are received from a customer (hereinafter, "Customer"), to be performed by SEW-EURODRIVE ESPAÑA, S.L.U. (hereinafter, "SEW-ES"), in relation to the provision of services.
- (2) The term "service provision" is applicable to all services provided by SEW-ES, without limitation, to services such as: repairs, modifications, inspections, check-ups, inventories, optimisations of SEW product stocks, verifications of correct operation, commissioning, programming and parameter-setting services, maintenance work, equipment, machinery and systems updating work, replacement of equipment, remote support services, etc.
- (3) These General Conditions of Sale for the provision of services, together with the offer and/or acknowledgement of the order for the Customer, will prevail over any kind of negotiations or correspondence, and constitute the sole and complete agreement between the Customer and SEW-ES with respect to the conditions that govern the order or Contract. The Customer shall not be deemed bound by any waiver or modification of these Conditions that have not been made expressly in writing and by a duly authorised representative.
- (4) These General Conditions of Sale for the provision of services are deemed to have been communicated to the Customer from the moment when the Customer receives an offer from SEW-ES for the provision of services, accompanied by these Conditions, or if the manner and location where the Conditions may be obtained by electronic means are stated in the said offer. Alternatively, they shall be deemed communicated if the Customer received them previously in the course of its business relationship with SEW-ES; deeming them to be accepted by the Customer in all cases, for all purposes, when placing its order.
- (5) SEW-ES's offer expires in any case thirty days from its date of issuance. SEW-ES, however, reserves the right to revoke it in whole or in part at any time before taking delivery of the order.
- (6) Under no circumstances shall SEW-ES be bound to fulfil the order or Contract, if the fulfilment is impeded by any obstacle arising from regulations of any kind in this country or abroad. The Customer shall compensate SEW-ES for any costs that the latter may incur deriving from a failure by the Customer to abide by the said regulations.
- (7) Once SEW-ES has received and accepted an order or Contract from the Customer, it cannot be cancelled or modified in its terms and/or conditions, unless there is a mutual written agreement otherwise between the parties.
- (8) The order or Contract may be deemed to have been accepted by SEW-ES solely and exclusively when it has expressly accepted it, by signing or sending the document of acknowledgement of receipt or acceptance of the order.
- (9) The data set out in the offer, technical documentation, operating manuals, plans, drawings, photographs, etc. are approximate, so SEW-ES reserves the right to make such changes as it deems reasonable without prior notice.
- (10) Unless explicitly agreed otherwise in writing, SEW will not carry out any service provision in the field of functional security. It shall be the Customer's responsibility to comply with the rules and regulations in respect of functional security with respect to the item that is the subject matter of the service.
- (11) The replacement and/or modification of individual components or the equipping with machines or installations may alter the compliance of such items in relation to the rules and regulations with which they have to comply. It shall be the Customer's responsibility to verify any regulatory compliance subsequent to the provision of the service, and if it should prove necessary, to restore same.
- (12) Whenever as a consequence of any action on the part of SEW-ES related to the service provision it is determined that it is necessary to supply new equipment, components, products, systems or materials, these supplies shall be governed by the SEW-ES's General Conditions of Sale valid at that time.
- (13) The intellectual and/or industrial property of the offer, technical report/analysis from SEW-ES, in all of its terms, and the complementary information in relation to the equipment subject to repair/inspection or supply, as well as that related to action/intervention plans, drawings, software, inventories, lists of equipment or materials, etc. that are part of or related to the service

provision, belonging to SEW-ES or its suppliers, and therefore the use thereof by the Customer for any purposes other than the fulfilment of the order or contract, as well as they copying or transfer or assignment of use, in whole or in part, for the benefit of third parties, without the prior written consent of SEW-ES, is expressly forbidden.

## § II Customer's general obligations

- (1) The Customer must provide SEW-ES, without delay and before any steps are taken, with all of the requisite information to carry out the service provision, and especially the information related to the identification of the items of equipment that are involved in the activity to be carried out.
- (2) The Customer must designate a valid contact person with SEW-ES, with sufficient authority to provide such information as may be necessary and to manage, coordinate and validate the measures that are taken.
- (3) Under no circumstances shall the Customer be authorised to give instructions to SEW-ES personnel. SEW-ES personnel shall not be involved in any of the Customer's operations or those of the end user or of any third party related to the service provision activities.
- (4) In the event that the service provision actions are conducted outside SEW-ES's facilities, the Customer is bound, at its sole expense and on its sole and exclusive responsibility, to arrange and provide to SEW-ES, with sufficient time in advance of the performance of any activity, so that SEW-ES can assess its capability to carry out the action required, without limitation, the following:
  - a) The relevant instructions, information, indications and documentation for the corporate coordination in respect of OHS authorisations and access to the facilities and installations of the personnel and materials that SEW-ES determines to carry out the service provision that is the subject matter of the order or Contract.
  - b) The materials, tools, auxiliary equipment, hoisting gear, scaffolding, specialised personnel, means of transport and tasks that are not SEW-ES's responsibility.
  - c) The digital communications systems (software and hardware), Internet connections, lighting systems, electrical power supply systems, water supply systems, including the requisite points of connection in the place where the service provision is carried out.
  - d) The assistance and support that SEW-ES requires to ensure, as far as possible, that the service provision can commence immediately after SEW's personnel arrive at the required location, and that the activity can begin without delays or interruptions, until acceptance by the Customer.
  - e) The requisite protections for the people and materials in the location of the service provision against any kind of harmful effects, keeping the workplace clean.
  - f) Spaces/rooms that are protected against theft and appropriate workspaces (with heating/ventilation/air conditioning, lighting, lavatories, sanitary installations) and first aid for SEW-ES's personnel.
  - g) The Customer must comply with Occupational Safety and Hygiene Regulations in effect at all times. The Customer must therefore inform SEW-ES of all particular conditions of execution of the activities related to the installations or materials involved in the project (safety regulations of the installations/facilities, possible hazards derived from nearby installations/facilities/equipment, etc.) and regarding any change to these conditions. SEW-ES may at any time halt or refuse the execution of the activities that are the subject matter of the order or Contract, if it believes that certain conditions for the performance of the actions or measures provided are not met; in particular, if said conditions relate to safety, the Customer bearing any and all costs that SEW-ES may incur up to the moment when it has halted or refused to carry out the said activities.
  - h) The management of waste produced, guaranteeing its treatment and/or recycling, in accordance with the applicable regulations at the time of the service provision, unless the regulations stipulate that SEW-ES is responsible for same.

## § III Remote services

- (1) The remote Service shall always be performed by an Application engineer. Carrying out work on implemented functional security systems is NOT permitted. The acceptance of this service must be confirmed by the Customer in advance in writing.
- (2) It shall be the Customer's responsibility to guarantee the availability and quality of the Internet connection for the provision of remote services. The Customer bear the cost of the internet connection necessary for the provision of the remote service, as well as any materials or devices that may be necessary for the provision of the remote service, such as modem, router, encryption devices, cables, etc.
- (3) The provision of remote services may constrain and/or limit the perception of SEW-ES personnel in relation to the working environment of the system, machine or product on which the remote service is to be performed, and consequently the perception of risk to people and things may also be constrained and limited, hence:
  - a) The Customer shall be solely responsible for carrying out the risk analysis on people and things before the provision of the remote service is carried out, the customer being the sole guarantor of the safety of people and things, in the working environment of the system, machine or product involved in the service provision..
  - b) The Customer must know clearly and before the provision of the remote service how to make an emergency stop and/or disconnection of the system or machine on which work is performed, in the event of a situation that presents a risk to people or things.
  - c) The Customer shall designate a person who meets the requirements and is in a position to carry out the actions set out in the preceding paragraphs. This person must be present and available and in communication with SEW-ES, at all times, to meet such needs as may be required by the Application Engineer to carry out the remote service.
  - d) Acceptance of the remote service provision by the Customer entails the unreserved acceptance of the responsibilities set out above.
- (4) The Customer may waive the realization of the quote, which must be made expressly in writing. In this case, SEW-ES may proceed to the provision of the service, in accordance with the conditions set out in this document. In the event that the Customer does not accept the repair quote made, the Customer must pay the costs incurred in the process of preparing it.
- (5) In the event that the Customer does not accept the service quote made, SEW-ES will return the equipment, material or products, with freight borne by the Customer, in the same state as they were left after their analysis, inspection, review, maintenance and/or repair.
- (6) In the event that the Customer does not respond to the quote or actions arising from the analysis, inspection, review and/or repair, within 30 calendar days of the communication by SEW-ES to the Customer, of the aforementioned quote or actions to SEW-ES, at its discretion, may send the Customer, under the conditions indicated in point 5 of this paragraph, the equipment, material or product, with freight at the customer's expense, or proceed to its destruction or disposal, and may in such cases charge the Customer for costs of storage and/or destruction/disposal thereof, including equipment, materials or products other than SEW-ES that had been jointly shipped or mounted on any SEW equipment, without prejudice to any other rights that it may have by law.
- (7) During the analysis, inspection, review, maintenance and/or repair, hidden, unforeseen defects may occur or the breakdown of elements not envisaged during the preparation of the quote, these circumstances may entail a change in the price in the included in the initial quote.
- (8) SEW-ES will NOT carry out the analysis, inspection, review, maintenance and/or repair of equipment, materials or products other than those of SEW-ES, unless SEW-ES expressly accepts such action. In this case the actions carried out, as well as the guarantee applied to such actions, may be limited by the availability of information, manuals, instructions, parts and pieces, and the quality thereof.
- (9) Once the provision of services has been carried out, and in particular that relating to the repair of material, equipment or products, the Customer cancels the shipment of the parts, pieces and/or materials replaced, they will be managed/treated by SEW-ES in accordance with the regulations applicable at the time of the provision of the service, provided that the provision of services is carried out at SEW-ES facilities. The Customer may request that SEW-ES retain and return at its cost the parts and/or materials replaced; this request must be made at the time the equipment or product is sent to SEW-ES for analysis, inspection, review, maintenance and/or repair, or before the provision of services, provided that this is done sufficiently in advance.
- (10) The time for the execution of the provision of services is limited to the availability of SEW-ES, and must be confirmed by SEW-ES. The agreed execution time will start to be counted from the date of receipt by SEW-ES of the Customer's order, equipment, material or product, provided that the Customer has made the first payment, if applicable, as agreed, and SEW-ES has received and clarified all technical information, or any other information necessary for the precise determination of the actions that are necessary to take during the action to provide services.
- (11) In the event that the actions for the provision of services are carried out in the facilities of SEW-ES, the latter shall deliver the scope subject to the provision of services to the Customer, upon the notice of availability of delivery. Partial and/or early deliveries and/or executions may be made for all purposes. Once the scope subject to the provision of services has been delivered and/or executed, in whole or in part, both the title of ownership and the risks of loss or deterioration will pass to the Customer, except in the case of sale with a lien as stated in paragraph VIII of these Conditions.
- (12) If the actions for the provision of services cannot be carried out, in whole or in part, for reasons that are not the responsibility of SEW-ES, and in particular the following:
  - The fault that was reported cannot be found during the analysis/inspection/review.
  - Spare parts are not available for reasons beyond SEW-ES's control.
  - The customer negligently caused delays that resulted in missing the expected deadline.
  - Non-fulfilment by the Customer of its obligations under section II of this document.

#### § IV Prices and review

- (1) Unless otherwise stated, service benefits will be quoted and billed on the basis of the time and materials used, in accordance with SEW-ES's current rates, as well as on the basis of applicable law, regulations and standards on the date of the offer, and may be subjected to the review formula duly prepared and communicated by SEW-ES.
- (2) All taxes, present or future, established by the State, provinces or municipalities, which apply to the order or Contract for the provision of services or any of the operations thereunder, will be at the customer's expense and responsibility.

#### § V Execution of the service provision

- (1) SEW-ES will carry out the actions related to the provision of services, according to its knowledge, specifications and experience. Actions beyond that scope must be expressly accepted by SEW-ES prior to the performance thereof.
- (2) SEW equipment, materials or products sent by the Customer to SEW-ES for analysis, inspection, review, maintenance and/or repair may not contain materials or products other than those of SEW-ES installed/assembled therein, such as: couplings, encoders, cables, motors, brakes, adapters, etc., unless SEW-ES has expressly accepted such circumstance, prior to receipt. In no event shall SEW-ES be liable for damage that may be caused to materials or products other than those of SEW-ES incorporated into SEW equipment during the actions of analysis, inspection, review, maintenance and/or repair.
- (3) When the Customer sends SEW-ES equipment or a product for analysis, inspection, review, maintenance and/or repair, the Customer authorises SEW-ES to carry out the disassembly of the equipment, material or product, if it deems it appropriate, in order to analyse the condition thereof, and to prepare the corresponding quote and/or preliminary report, as a preliminary step to carry out the analysis, inspection, review, maintenance and/or repair, actions that will be carried out once the Customer has accepted the aforementioned quote.

- Termination of the Contract while the service delivery action is being carried out.

In these cases the Customer will be billed for the work involved in presenting a quote, as well as, the time, products, materials, auxiliary equipment, work and/or supplies of third parties, required to resolve the problem or carry out the actions for the provision of services, deposit or consignment costs, as well as the travel allowances and expenses incurred by SEW-ES, without prejudice to any other rights that it may have by law.

In such cases, the element subject to the actions of providing services must be restored to its original state, solely at the express request of the Client, with reimbursement of the expenses, except if the work performed was not required by the Client, excluding from the latter the actions set out in points 3 and 5 of this paragraph.

- (13) If the Customer causes unwarranted delay in accepting delivery of equipment, materials or products shipped to SEW-ES for analysis, inspection, review, maintenance and/or repair, or intentionally breaches any other obligation to cooperate, SEW-ES will have the right to claim compensation for damages, including any additional costs, without prejudice to any other rights that it may have by law.

### § VII Delays in execution

- (1) The delivery and/or execution time agreed for the provision of services shall be extended, without liability for SEW-ES, and for a reasonable period of time, and at least equal to the time lost for the reasons in the cases set out below:
  - a) When the Customer does not pay, on the stipulated date, the advances or interim payments agreed.
  - b) For changes in the characteristics and/or scope of the provision of services at the request of the Customer, or any other causes attributable to or caused by the Customer.
  - c) For reasons directly or indirectly of force majeure or fortuitous events, as set out in paragraph XV of this agreement.
- (2) The extension of the above-mentioned period will take place even if that cause occurred after SEW-ES has delayed delivery and/or execution for other reasons.

### § VI Payment

- (1) The stipulated price shall be paid by the Customer on the dates set.
- (2) In the event of a delay in payments, SEW-ES, without prejudice to being able to exercise the actions to which it is entitled, will charge the Client all the respective financial expenses, calculated according to the annual interest rate resulting from increasing the interest rate by one point for discount operations in Commercial Banks in effect on the respective due dates.
- (3) Likewise, in case of delays in payments by the Customer, or if SEW-ES becomes aware of a serious deterioration of its economic situation, the claims shall expire immediately and the actions for the provision of services pending, at the option of SEW, will be completed upon advance payment or cancelled by charging the costs of cancellation of the order to the Customer's account.
- (4) In the event that it had been agreed that payment for the provision of services had to be made prior to its execution or delivery, or in the event any obligation of the Customer to pay arising as a result of these General Conditions, if the Customer does not meet such payment obligations, after 60 calendar days from the communication of non-payment, an additional period of 30 calendar days is established during which the Customer may expressly claim, and collect its property at its expense, provided that the Customer has previously paid the costs of the service actions that SEW would have carried out on the equipment, materials or products owned by the Customer. Once the aforementioned periods have expired SEW-ES will be free to dispose of all equipment, materials, products, generic and custom-made software, documentation, reports, and in general, anything related to the provision of services subject to the order or Contract, which SEW-ES has in its possession, even if it is the property of the Client, without prejudice to any other rights that it may have by law.

### § VIII Reservation of Title

- (1) The scope of the order or Contract for the provision of services, and in general any item, equipment, material or product supplied by SEW-ES, as well as the programs, material listings, technical reports

delivered by SEW-ES in respect of the order or Contract for the provision of services shall be deemed to have been made subject to a lien agreement where the full payment of the price is not made upon delivery and/or execution of the scope that is the subject of the provision of services, and on an irrevocable basis. This lien will last as long as payment in full is pending and the Customer undertakes, at SEW-ES's request, to facilitate SEW-ES's access to its facilities, during normal hours, to take possession of the scope that is the subject of the order or Contract for the provision of services.

- (2) In the event that the scope of the order or Contract for the provision of services, subject to lien, is located in premises or facilities owned by third parties, even if it is incorporated in third-party products, assemblies, machines, equipment or facilities, at the request of SEW-ES, the Customer shall be obliged to take all necessary steps that enable SEW-ES to take possession of such scope as soon as possible. All costs arising from the actions described above, including the costs of dismantling, packing and transporting the scope subject to the order or Contract for the provision of services shall be borne by the Customer. The Customer shall be obliged to retain and take care of the scope subject to the order or Contract to provide services with diligence, preventing any loss or deterioration thereof, bearing the costs of conservation and those arising from the damages that SEW-ES may incur.
- (3) The Customer undertakes at the request of SEW-ES to acknowledge the lien in a notarised deed and to register it in the corresponding Registry.
- (4) If the Customer files for insolvency or a similar proceeding, it shall refrain from including in its assets the scope subject to the order or Contract for the provision of services subject to lien, and shall inform SEW-ES immediately.
- (5) The Customer shall refrain from any disposal, assignment or lien, on any basis, with respect to the value of the scope subject to the order or Contract for the provision of services, as long as any amount of the agreed price is pending. In the event that the Customer proceeds with the sale of all or part of the scope subject to the order or Contract for the provision of services, SEW-ES may claim payment from the new Buyer.

### § IX Packaging, shipping and insurance

- (1) The packaging, transport and insurance of the equipment, materials or products subject to the provision of services shall be at the Customer's expense.
- (2) By agreement to the contrary or by unilateral decision of SEW-ES, given the nature of the equipment, material or product that is the subject matter of or related to the provision of services, may be delivered packed, with the costs of packaging to be borne by the Customer. Furthermore, the costs of shipping and insurance are borne by the Customer, although, at the express request of the latter, SEW-ES may mediate the contracting of these, considering for all purposes the Customer to be the party responsible for the goods.

### § X Acknowledgement of the execution and/or delivery of the provision of services, claims and returns

- (1) Once the delivery and/or execution of the actions to provide services to the Customer has occurred, the Customer will have ten days to verify that the actions of providing services are consistent with the provisions of the order or contract, of fifteen days for inspect the actions of providing services for the purposes of possible manifest or apparent defects, and of thirty days for hidden or internal defects.
- (2) The Customer within the periods mentioned in point (1) of this section, shall notify SEW-ES, in writing and in a reliable manner, of any discrepancies, defects and/or faults found in the actions for the provision of services, and which may be attributable to SEW-EN. After the aforementioned deadlines and if SEW-ES has not received notification of a claim from the Customer, the actions of service provision will be considered to have been accepted by the Customer, extinguishing any rights to make a claim.
- (3) SEW-ES will not accept returns of equipment, materials or products included in the scope subject to the order or Contract for the provision of services, unless agreed between the parties. The return procedure, as well as the amount to be paid, will be decided by SEW-ES, the Customer bearing the costs of packaging, transport and insurance.



- (4) In no event will SEW-ES accept returns of equipment, materials or products that have been unsealed from their original packaging, used or mounted on other equipment or installations, or disassembled other than by SEW-ES, or that have been designed or manufactured especially for the Customer, or more than three months have elapsed since the delivery thereof.

#### § XI Inspection, tests and documentation

- (1) Inspections by the Customer or its representatives are not accepted for the purpose of verifying the process of advancing the actions of provision of services that are carried out by SEW-ES in its facilities, unless expressly accepted by SEW-ES. Any costs incurred to SEW-ES during the inspection process shall be at the Customer's expense.
- (2) SEW-ES will carry out the tests of the equipment, materials or products related to the actions of service delivery that it determines, in accordance with its processes and quality standards.

Additional tests may be carried out, upon express acceptance of SEW-ES, any expenses arising therefrom to be borne by the Customer.

- (3) The documentation required in connection with the provision of services will be that determined by the Spanish rules and laws in this regard, and the documentation that SEW-ES considers in accordance with its standard of quality and procedure. Additional documentation and/or more comprehensive reports may be provided, upon express acceptance of SEW-ES, any expenses arising from such actions being borne by the Customer.

#### § XII Export limits

- (1) The provision of services, including the provision of equipment, materials or products required for the performance of such service delivery actions, may be subject to export control regulations established by local laws and/or Spanish, European, or American, laws for example, due to the type or intended use, or the final destination of services, equipment, materials or products. This means that each order for the provision of services will be accepted on the condition that no action is prohibited under these regulations, and it is the Customer's responsibility to comply with such regulations, and to obtain and facilitate for SEW-ES all approvals, authorisations or permits required by it for the fulfilment of the order or Contract for the provision of services.
- (2) In the event that any applicable export control regulations prevent the Seller from fulfilling the order/Contract for the provision of services, the Seller shall have the right to cancel the execution or supply of the order/Contract for the provision of services in whole or in part, the Purchaser shall be bound to pay the Seller the amount corresponding to the work/supplies already performed at the time of cancellation.
- (3) Delays caused by licensing/authorization procedures by competent export control authorities shall proportionally extend the performance time of the order/Contract for the provision of services accordingly, and consequently the delivery/execution period.
- (4) The Customer expressly exempts SEW-ES from any liability for any proceedings, claims, actions, fines, costs and damages arising from the Customer's failure to comply with export control regulations and rules.
- (5) In the event of any export control verification requirement, the Customer undertakes to provide SEW-ES without delay with all necessary information regarding the end customer, final destination and specific use of the goods or services provided by SEW-ES.

#### § XIII Guarantees

- (1) SEW-ES guarantees the actions carried out in order to complete an order or Contract for the provision of services, for a period of twelve months from the time such actions have been executed and made available to the Customer, provided that it immediately notifies SEW-ES of any defects, and these are duly demonstrated. In the case of repairs, this warranty period only covers replaced or repaired parts and parts.
- (2) The warranty presupposes that once the actions of service delivery, equipment, materials, products, systems, complete solutions and programming applications related to such actions have been carried

out, they have been the subject of an installation, appropriate handling, use and maintenance, and according to the indications contained in its user and maintenance manuals and/or the recommendations established by SEW-ES, it is essential to record the tasks and parameters corresponding to these actions in the installation, start-up and maintenance log book.

- (3) The warranty shall not apply to damage caused by negligent actions of third parties, improper applications or for a purpose other than that indicated, incomplete or defective assemblies, or to those elements that are eminently perishable, or whose normal wear and tear occurs within the warranty period.
- (4) Within the actions of the provision of services, goods, equipment, products or components supplied, but not manufactured or produced by SEW-ES, shall be exclusively subject to the warranty defined by the manufacturer or supplier thereof. SEW-ES shall transfer to the Customer, to the extent of its capacity, any right arising from any warranty that the manufacturer or supplier of those warranties has granted to SEW-ES.
- (5) The warranty shall be deemed to have expired once the provision of services has taken place, the assistance of SEW-ES personnel has been agreed to implement the equipment, materials, products, systems, complete solutions, applications of programming, and this is not carried out as agreed. The warranty shall also be deemed to have expired where, in the event of a failure, the necessary measures are not taken to mitigate damage to the equipment, materials, products, systems, complete solutions and programming applications on which the provision of services has been carried out.
- (6) In the event of repairs of equipment, materials or products, and under this warranty, SEW-ES at its discretion undertakes to repair or replace in the place that it determines the defective estimated parts, in accordance with point (1) of this section, the item or items replaced becoming SEW-ES property. The warranty does not cover the possible cost of transportation involved in the repair.
- (7) Under no circumstances will SEW-ES undertake the actions carried out by personnel outside its organization.
- (8) This warranty is the only one that may be enforced against SEW-ES with respect to the scope of the service provision subject to the order or Contract.
- (9) Any action to make the guarantee effective shall prescribe within six months of the discovery of the defects, always within the period stated in point (1) of this section.

#### § XIV Limitation of liability

- (1) SEW-ES' full liability, including its employees, suppliers, subcontractors, or any other person acting on behalf of SEW-ES, for any contractual or non-contractual claim arising out of the subject matter of this order or Contract provision of services shall be limited to the price for the service provided, component, product or action that gave rise to the claim.
- (2) In no event shall SEW-ES or its employees, suppliers, subcontractors, or any other person acting on behalf of SEW-ES, be liable for damages, such as, but not limited to, loss of profit, financial charges, claims of the Customer's customers for interruptions in supply service, and in general, any labour expenses, overheads, transportation or replacement of industrial facilities or sources of supply, or any special harm or loss, consequential damages or losses of any kind.
- (3) Due to its essential nature, the limitation of liability contained in this clause shall prevail over any other contractual document that is inconsistent or incongruent with it, unless such provision restricts SEW-ES' responsibility.

#### § XV Force majeure or unforeseen event

- (1) In the event that SEW-ES is prevented, in whole or in part, from fulfilling its contractual obligations, due to force majeure or a fortuitous event, fulfilment of the obligations or commitments affected will be suspended, without any liability of SEW-ES, for as long as reasonably necessary under the circumstances.
- (2) Force Majeure or fortuitous event shall mean any unforeseeable or unforeseen circumstances or events are unavoidable, as well as for reasons beyond the reasonable control of SEW-ES, including but not limited to: supplier strikes, transport and services, failures in third-party supplies, failures in transport systems, natural disasters, floods,

temporary, riots, strikes, labour disputes, unemployment of SEW-ES personnel or its subcontractors, sabotage, acts, omissions or interventions of any type of government or agency thereof, accidental stoppages in the workshops or facilities of SEW-ES due to breakdowns, delays or rejections in the delivery of materials or components, delays in the processing of permits or documents impossibility to obtain labour, means of transport, etc. and other causes of force majeure referred to in current law that directly or indirectly affect the activities of SEW-ES.

- (3) In the event that the causes of force majeure or fortuitous event persist for a period of more than three months from the onset, the Parties shall negotiate to try to find a fair and appropriate solution to the situation within thirty days.

#### § XVI Termination

- (1) The Parties may cancel or terminate the order or Contract for the provision of services immediately, if one of them seriously and substantially fails to comply with its obligations, for this purpose, written notification to the other Party will be necessary in advance. No breach of the order or contract may be considered serious or substantial, unless the Party in breach has been notified in advance and in writing, and has not remedied the breach within thirty days of notification.

In addition to the above, the following cases of cancellation or termination shall be the following:

- a) Should either Party cease trading.
  - b) The winding-up or liquidation of either Party, except for mergers carried out within the Group to which each party may belong.
  - c) The continuance of a force majeure event or fortuitous event for more than the period referred to in paragraph XV (3), without having found a fair and appropriate solution to the situation.
  - d) Any other cause of cancellation or termination expressly stated in other clauses of this condition.
- (2) Consequences of the cancellation or termination of the order or Contract for the provision of services:
1. The Customer will pay SEW-ES the amount corresponding to the scope already executed and/or delivered, in accordance with the prices included in the order or Contract for the provision of services.
  2. The Customer will pay SEW-ES the amount of the part of the scope not executed and/or delivered, including the equipment, materials or products necessary to carry out such actions, when their cancellation is not possible, including that in respect of orders issued by SEW-ES to third parties, when their cancellation is not possible, assessing the pending scope of execution and/or delivery in a justifiable manner, according to its execution status at the time of cancellation or termination.
  3. In the event of cancellation of an order or termination of a Contract at the Customer's discretion, the Customer shall be bound to pay SEW-ES the full price of the order or Contract for provision of services.
  4. SEW-ES shall have the right to compensation for damages incurred due to a breach by the Customer.

#### § XVII Confidentiality and data protection

At SEW-EURODRIVE, ESPAÑA, S.L.U. we take the confidentiality and protection of the personal data of all our Customers very seriously, having implemented the security measures that enable us to protect them effectively in compliance with the European Data Protection Regulation (GDPR) and the rest of the applicable regulations, as set out below:

- a) Data Controller: SEW-EURODRIVE ESPAÑA, S.L.U. – Parque Tecnológico de Zamudio, Edificio 302, 48170 Zamudio, Vizcaya – Tel: 944318470 – [sew.spain@sew-eurodrive.es](mailto:sew.spain@sew-eurodrive.es)
- b) Purpose: Handling of the order or Contract and/or provision of the service requested by the Customer. Likewise, to the extent that it is legally possible and for such time as the Customer does not notify us to the contrary, we will keep the Customer informed of any similar products or services that may be of interest thereto.
- c) Legitimation: The fulfilment of the order or Contract for the provision of services requested by the Customer, in addition to the legal obligations related to accounting, audit and tax matters.

The offering of similar products or services is legitimate on the basis of the data protection regulations themselves, on the basis of legitimate interests and on the e-commerce regulations.

- d) Recipients: The personal data owned by the Customer may be disclosed to those companies that provide services to SEW-EURODRIVE ESPAÑA, S.L.U., related to HR management, accounting, tax matters and auditing. In these cases, the said companies will act as data processors. These data may also be disclosed to the parent company of the SEW-EURODRIVE Verwaltungs-GmbH group for purely administrative purposes and for internal management. Under no circumstances will the security of our customers' data be compromised.
- e) Rights: The Customer shall have the right to access the personal data and obtain information as to whether SEW-EURODRIVE ESPAÑA, S.L.U. is processing information that concerns the Customer. The Customer may request the correction of any inaccurate data or the erasure thereof when, among other reasons, the data are no longer necessary for the purposes for which they were collected, or may oppose the processing that we conduct for the sending of business communications or information. The data provided shall be retained for so long as the Customer does not request that they be erased.

#### § XVIII Disputes – Jurisdiction - Nullity

- (1) The order or Contract, as well as, all non-contractual or other obligations arising out of or in connection with them, shall be governed by, and construed in accordance with the laws of the Spanish State, with the express exclusion of any conflict of law rules that might lead to the application of the laws of any other jurisdiction, even if the order or Contract has been issued and or signed abroad.
- (2) Any dispute arising directly or indirectly from this order or Contract shall be submitted to the Courts and Tribunals of Bilbao, with express waiver of recourse to any other jurisdiction.
- (3) The provisions set forth in this document do not, under any circumstances, imply the reversal of the burden of proof.
- (4) In the event that any of the provisions of the order/Contract for the provision of services and/or of these General Conditions of Sale were declared illegal, null or totally/partially unenforceable, such invalidation, nullity or unenforceability shall not be extended to the rest of the provisions, which shall remain in force.

#### § XIX Validity

These General Conditions of Sale of SEW-ES for the provision of services shall take effect on the first of June two thousand and twenty, cancelling and replacing any others of a previous date, term or effectiveness.