



## General Terms and Conditions of Purchase (GTCP)

of JCT Analysentechnik GmbH

### 1. Scope of application

- 1.1. The terms of business apply between us between Manvia Steam Water Equipments, S.L: Camino del Fontán, 590, 33392 – Gijón – SPAIN and natural and legal persons (in the following: Supplier) for the current business-related legal transaction as well as for all future business, even if in the individual case, particularly in case of future supplementary or follow-up orders, they are not explicitly referred to.
- 1.2. The version of our GTCP, valid at the time the contract is concluded, shall be applied. The terms can be downloaded from our homepage [www.jct-ls.com/en/gtcp/](http://www.jct-ls.com/en/gtcp/) and have been supplied to the Suppliers.
- 1.3. We conclude contracts exclusively based on our GTCP.
- 1.4. Terms of business of the Supplier, amendments or supplements to our GTCP require our express written consent in order to be valid.
- 1.5. The Supplier's terms of business or conditions of purchase are not accepted even if we do not expressly reject them after having received them.
- 1.6. Should parts of the GTCP be invalid or void, lose their effectiveness as a result of a later circumstance, gaps exist or application of (certain provisions in) these GTCP be denied by court decision, the effectiveness of the remaining provisions and the contracts concluded on the basis of the same shall not be affected and what comes closest to the industry standard in comparable cases, otherwise the law shall be applied.

### 2. Entering into Contract and Form

- 2.1. Offers or cost estimates addressed to us are free of charge and binding by Supplier unless expressly agreed otherwise. In the case of an offer to us, the Supplier is bound to honour it for 4 weeks from date of receipt of this offer.
- 2.2. Unless explicitly agreed otherwise between Manvia Steam Water Equipments, S.L. and Supplier, an offer by Supplier shall constitute an invitation to MSWE to place an order with Supplier.
- 2.3. The contract shall be effective if MSWE's order is confirmed within 5 (five) business days from receipt. Should Supplier neither confirm nor reject the order within the 5-day period, MSWE may notify prolongation of the period of confirmation / rejection by up to another 3 (three) business days, otherwise the order shall be deemed rejected by Supplier upon expiration of the period.
- 2.4. Deviations in Supplier's confirmation to MSWE's order shall entitle MSWE to replace it with another order meeting Supplier's confirmation within 5 (five) business days from receipt of the confirmation, otherwise MSWE's order shall be deemed rejected upon expiration of respective period. The replacement order shall be confirmed by Supplier accordingly.
- 2.5. Any offer, order and confirmation shall be made in writing, including via EDI, e-mail or fax, by an authorized representative on behalf of MSWE / Supplier. The confirmation shall make clear reference to the order by stating the order number. Those requirements shall also apply to any amendments, modifications, or replacements thereof.
- 2.6. Supplier confirms that persons acting on his behalf within his sales department are duly authorized to make legally binding statements and have the power to internally request performance of the contract as agreed with MSWE.

### 3. Performance

- 3.1. Proper and complete performance of the contract shall require having the products (containing goods and services) provided and delivered properly, completely, and as set out in the contract and / or these GTCP. The following shall apply to both, goods and services, the latter, however, mutatis mutandis as nature of such products allows. Except for norm and standard parts meeting the standards of Supplier, Supplier shall inform MSWE about any intended subcontracting of production or (parts of) products in a timely manner and obtain approval thereto in writing, including via e-mail or fax.
- 3.2. Proper performance shall require having products at least compliant with and carefully checked against the state of the art, taking into account the principles of efficiency, expediency and maintainability, and the statutory requirements and technical standards applicable at the place of performance and of final destination. Furthermore, prerequisite for proper performance also requires having all documentation set up and provided, including, but not restricted to technical specifications, records and documents (e.g., licenses, CE certificates (as applicable), labelling / signage, technical and quality inspections)



- before operation, repair, maintenance and replacement. is having all documentation. Documentation shall be in Spanish or English language.
- 3.3 Supplier guarantees the lawfulness of the products, including but not limited to competition law, trademark law, copy-right law and administrative law. MSWE shall not be liable for any violation of such rights and / or laws. If MSWE is held liable for an infringement of such rights and / or laws, Supplier shall fully indemnify and hold harmless MSWE and shall reimburse any damages suffered by MSWE due to third-party claims.
- 3.4 Supplier shall take any and all (additional) measures that may be required for proper performance at no additional cost for MSWE, even if those have not been explicitly stated in the contract or included by Supplier in his original calculation.
- 3.5 Where the products include machines for the production space of MSWE, Supplier shall procure to have spare parts provided for a reasonable period of utilization of the product, which shall be a period of at least 10 (ten) years.
- 3.6 Subsequent modifications or amendments to the products (e.g. modified technical designs, etc.), which (i) are not attributable to the sphere of MSWE or (ii) have not been expressly requested by MSWE require prior approval by MSWE. Prior approval shall not be required to minor modifications / amendments in order to comply with the state of the art standard, including where this is required from administrative or statutory changes and provided this does not compromise MSWE's interests in efficiency, expediency and maintainability. Modifications and amendments in the sense of this Clause shall not entitle Supplier to additional claims for remuneration.
- 3.7 Complete performance shall include having the products delivered in all parts, and fully as agreed between MSWE and Supplier, and including all documentation required and, where applicable, title to the products transferred to MSWE, giving MSWE the unrestricted power to have the products put into operation as intended. This, however, shall not preclude Supplier to retain intellectual property (IP) rights that are not necessary for proper putting products into operation.
- 3.8 Where performance in tranches or parts is agreed, performance shall be deemed effected upon proper and complete delivery of the last tranche / part. Acceptance of parts by MSWE shall not constitute a waiver with respect to any rights out of the contract and / or these GTCP.

#### **4 Delivery and Transfer of Risk**

- 4.1 Unless otherwise agreed, place of performance shall be the facility of MSWE in Gijón, Spain, the incoming goods reception as applicable. Delivery shall be effected „delivered at place“(DAP) according to the Incoterms® 2020 and during ordinary business hours. Risk and title shall transfer with the first entry examination after unloading, with the exception of transfer of title according to Clause 6.1 of these GTCP. Supplier shall not be entitled to retain title beyond this point in regard to the products or parts thereof. The acceptance of products delivered under retention of title, as well as the signing of invoices or shipping notes containing a retention of title Clause has no explanatory value whatsoever in this regard, and all deliveries shall be effected without being subject to retention of title.
- 4.2 If performance also includes setting up, installation, assembly and / or putting into operation in collaboration with or with the aid of Supplier, risk shall transfer not earlier than upon proper and complete delivery as agreed in the contract.
- 4.3 All costs and risks related to the shipment, including, but not limited to tariffs, transport fees and expenses, transport insurance, statutory export control permits, customs clearance, oversize and dangerous goods transports, special shipment measures, etc. shall be borne by Supplier. MSWE and Supplier may agree to have an appropriate transport insurance purchased by Supplier, in which case this shall be at the expense of Supplier. Every shipment shall be accompanied by appropriate, customary shipping documents, including, but not limited to the delivery note clearly indicating the order number. The invoice, however, shall be submitted to MSWE as set out in Clause 7 of these GTCP.
- 4.4 Delivery shall be made within the periods or on the date specified in the contract. In all other cases, delivery shall be made without undue delay until 30 (thirty) days from receipt of the order by Supplier. Periods and dates shall be binding and fixed.
- 4.5 Supplier shall notify MSWE immediately should delivery, for whatever reason, not made in a timely manner. Following notification, MSWE may decide to have delivery postponed by a certain or "reasonable" period of time, otherwise the contract shall be deemed withdrawn for good cause following a grace period of 5 (five) business days from receipt of the notification. Postponement may be declared multiple times. For proper assessment on whether postponement of delivery might be



appropriate, MSWE shall be entitled to request further information from Supplier on the status of delivery and the reasons for the delay. Postponement and withdrawal shall not restrict MSWE from claiming damages due to late delivery (or non-fulfilment), including as set out in Clause 9 of these GTCP (liquidated damages), and to have the contract performed on its own, or with the aid of a third person at the cost and risk of Supplier.

## **5 Shipping and Packaging**

- 5.1 Supplier shall procure shipping and packaging and ensure that the products are delivered safely, undamaged and compliant with international standards and according to the requirements and standards applicable at the place of performance and of final destination. Any additional costs resulting from non-compliance with this Clause 5 shall be reimbursed / borne by Supplier.
- 5.2 At MSWE's request, Supplier shall take back or dispose of the packaging materials free of charge after delivery has been made. Should Supplier not fulfil such request within reasonable time, MSWE may dispose of the packaging materials at the cost and risk of Supplier. This shall apply particularly to all packaging materials falling below a recognized definition of hazardous waste.
- 5.3 Only recognized freight forwarders, specialized in international transports, shall be used to carry out paperwork and shipment and to provide respective support.

## **6 Payment**

- 6.1 Unless otherwise agreed, prices for products shall be deemed fixed lumpsum prices, inclusive of all taxes, fees and charges, and exclusive of value added tax (VAT), and in accordance with „delivered at place” (DAP) pursuant to the Incoterms® 2020. It shall also include all packaging, shipping and documentation required for proper and complete provision (and delivery) of the products. Any costs exceeding these fixed lumpsum prices may only be charged if accepted by MSWE in writing beforehand.
- 6.2 Payment shall be effected within 30 (thirty) days from receipt of the invoice according to Clause 7 of these GTCP, however not earlier than following proper and complete delivery of the products to **JCT**.
- 6.3 Where MSWE has agreed to a down payment exceeding a threshold of EUR 10,000, such down payment shall be secured by a free, irrevocable and abstract bank guarantee carried out by Supplier until proper and complete delivery and must be issued by a first-class bank or insurance company acceptable to MSWE.
- 6.4 To the extent MSWE has made a down payment, MSWE acquires title to a (joint) ownership share of the products already produced corresponding to the payment to the total value of respective items. Supplier shall ensure that products whose ownership has already transferred to **JCT** are kept separate and labelled in an appropriate way, setting out the ownership of MSWE. The provisions on transfer of risk shall remain unaffected hereby.
- 6.5 Payments shall not be considered as an acceptance of completion of the respective contract and thus do not constitute a waiver of any claims based on warranty, guarantee, damages, etc.

## **7 Invoicing**

- 7.1 Invoices shall be presented to MSWE in electronic form by separate e-mail to invoice@jct-ls.com. Invoices attached to the products are considered not duly received.
- 7.2 Furthermore, invoices shall meet all requirements of Clause 11 of the Spanish Value Added Tax and include VAT, order number, date of the order, shipping order number, delivery date and UID number of Supplier. In addition, customs tariff number, country of origin, packing dimensions, weight and packaging must be indicated. MSWE shall be entitled to reject invoices not meeting those requirements. These invoices shall not constitute maturities until their arranged correction and shall entitle MSWE to hold back payment.
- 7.3 Supplier shall not be entitled to offset his own claims against counterclaims out of the same transaction or other transactions, unless those counterclaims have been ascertained by court in a non-appealable manner or are expressly acknowledged by MSWE.

## **8 Warranty and Liability**

- 8.1 Supplier warrants that the products are free of defects as regards to quality, quantity, and title of any kind, as well as intellectual property (IP) rights, and that the products fully comply with the provisions explicitly set out in the contract, both at the date of delivery and throughout the warranty period. Furthermore, products must meet the customary characteristics, particularly the specifically set out



- properties, and meet all requirements as agreed in Clause 3 of these GTCP, excluding normal wear and tear and damage caused through improper / incorrect use by MSWE. Declarations by Supplier, which limit his liability, are invalid.
- 8.2 Warranty shall be subject to a period of 24 (twenty-four) months from delivery for movable items, and 36 (thirty-six) months from delivery for immovable items. For latent defects and defects in title, the warranty period shall commence not earlier than from the time they are noticed. Improvement or replacement shall let commence the warranty period anew from delivery for the improved / replaced products, or, where the defect considerably affects the whole delivery, for all products of the same transaction.
- 8.3 Supplier shall remedy defects arising during the warranty period free of charge and with shipment from/to the place of performance within a short but reasonable period of time not exceeding 15 (fifteen) days at MSWE's choice, either by improvement or replacement. Can improvement or replacement not be effected sufficiently, or within this period of time, MSWE may decide to improve / replace on its own or with the aid of a third person against reimbursement of the costs incurred by Supplier, or to withdraw from the contract where the defect considerably affects the usability of the products. Any other rights to which MSWE may be entitled shall remain unaffected hereby.
- 8.4 Specifications concerning material, function, features, configuration and / or application of the products are considered explicitly guaranteed.
- 8.5 Supplier shall face the burden of proving non-existence of a defect arising during the warranty period. MSWE shall have no duty to inspect products or object to products at the time of delivery or any time thereafter.
- 8.6 MSWE shall be entitled to withhold payments on the ground of complaints.
- 8.7 The supplier undertakes to maintain a product liability insurance with an insured lump sum of at least € 5 million per personal injury/property damage. Upon request of the Purchaser, and without undue delay upon change of the insurance status, the Supplier shall submit suitable evidence thereof. Insofar as the Purchaser is entitled to further claims for damages, these shall remain unaffected.

## **9 Liquidated Damages**

- 9.1 Supplier shall be liable according to statutory provisions (including product liability provisions, irrespective of whether such claims can be traced back to the delivered products completely, or only in part) for damages, pecuniary loss, replacement of consequential / subsequent damages, lost profit, non-achieved savings, loss of interest / revenues and replacement of pure financial loss suffered by MSWE and caused by him, directly or indirectly, and persons attributable to him, without any limitations to liability. The same applies to costs for legal proceedings, lawyer's fees, costs for publication of judgments, for damage claims, if any, or other claims of third parties; Supplier shall indemnify and hold MSWE harmless in this respect.
- 9.2 Supplier acknowledges that timely delivery is critical to MSWE and the amount of loss or damages likely to incur in case of improper or incomplete performance cannot be precisely estimated. Therefore, he agrees to the payment of liquidated damages of 0.5 % per commenced week of late performance until up to 5 % (five) of the total contract. Or in case of non-performance, 5 % (five) of the total contract value upon first notification by MSWE. Reference is made to Clause 3 of these GTCP. This liquidated damages Clause shall apply mutatis mutandis to Clause 12, Clause 13, and Clause 16 of these GTCP, in particular, as it refers to the Code of Conduct (Clause 12), EU Declaration of Conformity (Clause 13) and Confidentiality and Intellectual Property (Clause 16), and neither be subject to mitigation by court, nor preclude any claims exceeding the amounts claimed hereunder.

## **10 Credit rating check**

- 10.1 The Supplier declares his express agreement that his data may be communicated exclusively for the purpose of protection of creditors to the officially privileged creditor protection associations: National Association of Financial Credit Establishments (ASNEF), Interbank Cooperation Centre (ITC), Dun & Bradstreet and Experian Credit Bureau (Badexcug /Cirex /Ince).

## **11 Termination and Force Majeure**

- 11.1 Apart from the rights to withdrawal stipulated in these GTCP, the contract or the law, MSWE explicitly reserves the right to terminate for good cause at any time with immediate effect, which shall apply, in particular, but not restricted to severe infringement of major contractual obligations by Supplier, failure to comply with delivery terms (in this or any other transaction between MSWE and Supplier in his role



as Supplier), when circumstances cause reasonable doubt regarding Supplier's creditworthiness or if circumstances may essentially endanger the realization of entitlements, e.g. substantial reduction or entire cancellation of credit insurance limits by renowned credit insurers, restructuring, insolvency or other proceedings with similar effect applied for or opened upon Supplier or a petition for opening of such proceedings is dismissed for lack of assets to cover the costs, major changes in the ownership structure / shareholding relationships of Supplier that make it unreasonable for MSWE, e.g. as a result of imminent loss of reputation or image or (possible) serious effects on the relationship of MSWE with other Suppliers or customers, to continue execution of the contract, major negative changes in the technical, legal or economic basic conditions / circumstances which make it no longer tolerable for MSWE to adhere to the contract, or impossibility of delivery of the products due to reasons for which Supplier is responsible or further delay.

- 11.2 Withdrawal shall be restricted if performance is hindered by events of force majeure, which shall exclusively be war, strike organized by a union, riot, acts of god and fire, in the sense that periods or dates for performance shall be extended by the duration of the effects of force majeure. If an event of force majeure lasts longer than 4 (four) weeks, MSWE and Supplier shall enter into negotiations for amicable solution of the problem. After in total 8 (eight) weeks, provided that no amicable solution can be reached, MSWE may withdraw from the contract in whole or in part. Supplier may only claim force majeure if he notifies to MSWE start and expected end of the disruption immediately and not later than 3 (three) business days after the event occurred. The parties shall use all efforts to remove and / or minimize the difficulties and expected damage caused by the event of force majeure and shall keep the other party informed on a regular basis.

## **12 Compliance and Code of Conduct**

- 12.1 MSWE commits itself to MSWE's Code of Conduct available at [www.jct.at/en/coc](http://www.jct.at/en/coc) in the latest applicable version. According to Article 1 of the Code of Conduct, it shall also apply to persons undertaking activities for or on behalf of MSWE.
- 12.2 Supplier herewith acknowledges the Code of Conduct and agrees to its application mutatis mutandis.

## **13 EU Declaration of Conformity**

- 13.1 Supplier confirms to comply with all applicable EU regulations and directives, harmonized standards and Spanish laws in a way that can be proved and checked at any time, also with respect to products imported from non-European countries.
- 13.2 The Supplier warrants to comply with all requirements and substance prohibitions as well as further legal obligations, in particular registration obligations and quantity notifications, for its deliveries in accordance with the legal provisions applicable to the Purchaser's place of business and the European Union (in particular: Regulation on Substances that Deplete the Ozone Layer (EC No. 1005/2009), Regulation on Fluorinated Greenhouse Gases (EU No. 517/2014), Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH, EC no. 1907/2006), the Persistent Organic Pollutants Regulation (EU No. 2019/1021), Waste Electrical and Electronic Equipment Directive ("WEEE", 2012/19/EU), the Batteries and Accumulators Directive (2006/66/EC) and the Packaging Directive (94/62/EC), in each case as amended at the time of delivery). In addition, the Supplier warrants that its deliveries comply with the respective current limit values of the RoHS Directive (2011/65/EU) or any successor regulations applicable at the time of delivery. This shall also apply to products which do not fall within the scope of the Directive, with the exception of delivery items which are not directly used for manufacturing products of the Purchaser, for example office supplies, office furniture, packaging, operating equipment, etc. If RoHS conformity is given on the basis of permissible exemptions (2011/65/EU Annex III, IV), the Supplier is obliged to explicitly name the exemptions in his declaration (substance, limit value, concentration). A list of the most important substance prohibitions for the purchaser can be requested from the Purchaser. This, however, does not assert the claim to be complete. The Supplier shall not use any conflict minerals outlined in Section 1502 of the US Dodd-Frank Act for the manufacture of the delivery item and shall only procure products from its Suppliers which do not contain any such conflict minerals. If the delivery item contains mineral raw materials or their processed substances, their origin shall be disclosed upon request
- 13.3 Supplier confirms to have prepared the entire technical documentation and the EU declaration of conformity as required by those rules and regulations and to indemnify and hold harmless MSWE in that respect.
- 13.4 CE and other relevant certificates shall, in general, be acquired by Supplier.



#### **14 Taxes, Tariffs and Customs**

- 14.1 All quoted amounts are, unless otherwise agreed, in EUR.
- 14.2 The sales tax is levied according to the legal regulations.
- 14.3 Pursuant to Clause 3 of these GTCP, Supplier is responsible for export and import of the products.
- 14.4 Any taxes, tariffs and customs duties incurred by export or import of the products shall be borne by Supplier, including any taxes, tariffs and customs duties incurred by changes to respective laws after MSWE has placed an order or the contract has been signed. MSWE and Supplier may mutually agree upon details.

#### **15 Export Control and Sanctions**

- 15.1 Supplier shall be obliged to comply with all applicable national and international export control regulations with respect to the products.
- 15.2 Performance of the contract shall be subject to any required export permits issued. Furthermore, it shall be subject to the express proviso of no conflict with any applicable import or export control regime, including, without limitation, sanctions (primary and secondary sanctions), embargos and other barriers to trade. This shall apply whether those barriers apply to MSWE directly or to any **JCT** Group company or the **JCT** Group as such, with or without effect on **JCT**.
- 15.3 Supplier acknowledges that the imposition of any of those barriers constitutes an event beyond the control of MSWE, the effect of which is to have MSWE released from its contractual obligations. Release shall not incur any damages or other claims against MSWE, such as reimbursement of any costs or expenses, direct, indirect, or consequential, which are charged to Supplier in connection with such release. However, MSWE and Supplier may consult compliant alternative delivery options in good faith.

#### **16 Confidentiality and Intellectual Property**

- 16.1 Supplier acknowledges the confidentiality of business secrets of MSWE. Business secrets are to be understood in a broad sense and shall cover trade secrets and intellectual property (IP), business ideas, processes, forecasts and strategies, customer, Supplier and product information including price lists and price determination mechanisms, capacity and production information, MSWE's requests and orders, machines, research and development (R&D) information and development plans, manager and employee related records, etc. Any transfer, duplication, disclosure or publication of documents or information provided by MSWE to Supplier shall, in general, be prohibited and subject to approval by MSWE.
- 16.2 Supplier shall use the disclosed information and documents exclusively for the placing of an offer and the fulfilment of the respective contract. Furthermore, Supplier agrees to neither access, use, appropriate, nor register intellectual property (IP) made accessible by MSWE, other than access and use for performance of the contract.
- 16.3 Ownership of the intellectual property (IP) shall remain with MSWE.
- 16.4 The aforementioned provisions shall apply for an indefinite period of time, which may go beyond termination of business with MSWE. Upon termination, all documents and information received or created in the course of business shall be returned (handed over) to MSWE. Where this is impossible or impractical, it shall be destroyed (deleted). Should destruction not take place, whether due to mandatory provisions under public law, or separate agreement with MSWE, MSWE shall be informed immediately.
- 16.5 Should Supplier provide products (including documentation) which are subject to intellectual property (IP) rights and if transfer of those rights for specific reasons, is not part of the performance to MSWE, Supplier agrees to grant the unrestricted right to access and use for the purposes the products have been provided for. Where respective rights are reserved by a third party, Supplier shall procure to have them transferred to MSWE accordingly and indemnify and hold harmless MSWE in that regard.
- 16.6 MSWE shall be entitled to make reference to Supplier for the purpose of pointing out the cooperation with Supplier and mention his name, display the logo and link the reference to Supplier's website on all advertising means and in any advertising and promotion measures, in particular on the website, in publications and reference lists of all kinds, for an unlimited period of time without Supplier being entitled to any payment in this respect, but with Supplier having the right to revoke his consent at any time.



## 17 **Data Protection**

- 17.1 Supplier acknowledges that his and his employees' personal data are processed by MSWE as required for the purposes of the business relationship with Supplier.
- 17.2 This shall not restrict personal data from being processed for other purposes if those are compatible with the purpose for which they were collected, including by any other **JCT** Group company for those purposes.
- 17.3 Further information on personal data processing by MSWE and the rights relating thereto has been made available at [www.jct.at/privacypolicy](http://www.jct.at/privacypolicy).
- 17.4 MSWE requires Supplier to comply with their privacy policy, thus to process data in a manner that ensures appropriate security, including protection against unauthorized or unlawful processing and against accidental loss, destruction and damage, using appropriate technical and organizational measures (integrity and confidentiality).  
As regards to processing of personal data, he shall, in addition to the requirements of integrity and confidentiality, comply with the principles (a) lawfulness, fairness and transparency, (b) purpose limitation, (c) data minimization, (d) accuracy, and (e) storage limitation, all of them as stipulated and specified in the EU-General Data Protection Regulation. Processing of personal data – including use and transmission to MSWE – shall only be made based on a valid legal ground and the data subject shall be properly informed in line with Articles 13 f of the EU-General Data Protection Regulation. MSWE may request evidence by Supplier as required to comply with the EU-General Data Protection Regulation.
- 17.5 Supplier shall indemnify and hold harmless MSWE for any penalties imposed on, or damages arisen, to MSWE, or any of its managers or employees, due to non-compliance with data protection obligations by Supplier.

## 18 **Salvatory Clause**

- 18.1 Should provisions of these GTCP be or become void or ineffective in whole or in part, the effectiveness of the remaining provisions shall not be affected thereby. The void or ineffective provisions shall automatically be replaced by valid, effective, lawful and enforceable provisions which come closest to the purposes of the provisions to be replaced. MSWE and Supplier may expressly agree on valid and effective provisions meeting those requirements.

## 19 **Legal Venue and Choice of Law**

- 19.1 All disputes arising out of or in connection with the business relationship, these GTCP and the contract between MSWE and Supplier, including the question of the conclusion, the validity, the dissolution or nullity of the contract, shall be subject to Spanish laws, excluding international conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG), as amended.
- 19.2 Legal venue shall be the court having jurisdiction over the subject matter at the seat of MSWE.

## 20. **General**

- 20.1. Spanish law applies.
- 20.2. The UN convention on contracts for the international sale of goods is excluded.
- 20.3. The place of performance is the domicile of the company (Gijón, Spain).
- 20.4. The Supplier must inform us immediately in writing of any changes to his name, company name, address, legal form or other relevant information.
- 20.5. We and the Supplier (all parties) are aware of the current uncertainty due to the corona pandemic (force majeure), which has been included in the business basis. The customer expressly declares that he agrees to the legal consequences and the cancellation fee (penalty payment in accordance with Clause 9) in case of withdrawal from the contract.

Remarks: Words appearing in the masculine form apply equally for both sexes.

Date: 13/04/2021