



GENERAL TERMS AND CONDITIONS OF CONTRACTING

SAXONIA ESPAÑA S.L.U.

1. SCOPE OF APPLICATION

These general terms and conditions of contracting shall apply to any contract entered into between SAXONIA ESPAÑA S.L.U., hereinafter referred to as "the Company," within its scope of activity, namely, the acquisition and transformation of raw materials for the manufacturing and distribution of electrical contacts, stamped parts, assembled sets and subsets, and other products related to the electrical and electronic sector, hereinafter referred to as "the Client," the "supplier," "contractor," or "subcontractor."

These general terms and conditions of contracting may only be modified by written agreement between the parties. Clauses or conditions appearing, printed, or handwritten, in orders, quotations, letters, or other documents issued by the Client shall be invalid in this respect.

These general terms and conditions of contracting are public and are communicated to clients by postal mail, email, telephone communication, fax, or any other means chosen by the selling Company, and it will not be necessary to communicate them to clients, suppliers, and subcontractors each time a contract is entered into; it will suffice to communicate them once, as they are the same for all operations, except by written agreement to the contrary.

However, and so that the Client cannot claim lack of communication thereof, they are available at the offices of the Company located at C/ Manises, 1, 28224, Pozuelo de Alarcón, Madrid, at the URL: <https://www.qcconsultores.es> and <https://www.saxonia.es>, and in the Registry of Movable Assets of Madrid in the section "Registry of General Conditions of Contracting" under the name of "General Conditions of Contracting SAXONIA ESPAÑA S.L.U."

2. TERMS OF SALE/RENTAL OR ASSIGNMENT

2.1 - Quotation: The Client is entitled to receive a written and detailed quotation for the service contracted. Its validity shall be 30 days from the date of its preparation. The Company shall have the right to vary the total cost of the quotation when the market prices of the elements used in the provision of the service vary.



The Client is responsible for the accuracy of the measurements, specifications, and data provided to the Company for all purposes. When the measurements indicated by the Client are incorrect or specifications are not provided, resulting in a variation in the type of service provided, the Client shall bear all expenses arising from the modification of the type of service.

The Company shall not receive any remuneration for preparing the quotation provided that the service is provided by SAXONIA ESPAÑA S.L.U. However, if the client, after the quotation has been prepared, decides to withdraw from the quoted services, they shall pay for the working hours necessary for the preparation of said quotation, and cover the rest of the expenses incurred for its preparation, unless otherwise agreed between the parties.

If the Client places the order directly and does not request the preparation of a quotation, it shall be deemed to have waived the preparation thereof.

In this way, the Company may carry out the requested order when the Client has given their consent by accepting the quotation via email or their signature, or has waived the preparation thereof by placing the order directly.

2.2. Purchase Order:

It is the client's obligation to send the product specifications to SAXONIA ESPAÑA S.L.U., who will issue a production quotation detailing the price and applicable technical specifications of the product. If the Client accepts, the Company will send the agreed sample units of the product at the specified price. The Client must express any disagreement with the sample units in writing within 6 months of their delivery; after this period, it will be understood that they have been accepted without any reservations. Likewise, the execution of the purchase order will be considered as acceptance by the Client of the samples, thus validating the serial production of the product in accordance with them.

Purchase orders must be previously approved by SAXONIA ESPAÑA S.L.U., who must expressly accept them in writing through order confirmation.

The Company shall comply with the dimensional specifications of the product. If the delivered merchandise presents a maximum deviation within the specifications for each



measurement and has a deviation within the expected dimensional range or, failing that, has a deviation of 20%, it will be deemed that the Company has fulfilled the agreed upon terms.

Likewise, due to inherent deviations in our manufacturing process, the quantity of precious metal in the received product may vary compared to the offered and agreed upon amount, being slightly higher or lower without these obligating changes in billing or providing a reason for claim due to such effect.

A purchase order with a more uniform variation in dimensions will only be accepted by mutual agreement, and if the client pays the price difference that implies the increased rotation of tools it requires, as well as the rest of the costs derived from it.

2.3. Time and Place of Delivery:

The delivery time shall be the one expressly agreed upon by the parties through order confirmation and delivery times.

If the client modifies their original order, the confirmation of said order shall become invalid, and the client must wait for a new confirmation from the Company.

The merchandise will be delivered packaged according to the instructions of SAXONIA ESPAÑA S.L.U., unless there is an explicitly agreed-upon agreement between the parties and will be made available to the client at the Company's headquarters, or at the designated location for this purpose.

The documentation certifying the delivery of the merchandise is the corresponding delivery note, contract, waybill, or any other document issued by the Company.

The delivery time shall be extended:

- When the requirements expressed by the client are not met.
- When the client provides inaccurate data to the Company.
- When there are reasons beyond the will and control of the Company that prevent compliance with the delivery date, especially due to climatic conditions, labor conflicts, customs, pandemics, problems related to energy supply, force majeure, or any other circumstance beyond the Company's control.
- When the Client changes the original order or delays in its contractual obligations, especially regarding the



delivery of the necessary documents to carry out the operation or the agreed-upon payments.

- In case of non-payment situation by the client.

The failure to deliver within the agreed-upon time shall not entitle the client to cancel the order or claim damages. Likewise, the client shall not be able to claim or request the cancellation of the order or claim damages when the delay has been communicated by the Company to the client or if it is due to force majeure.

Furthermore, the Client shall be obliged to allow the provision of services, especially the following:

- Accessibility for the necessary means of transport to deliver the merchandise, the Client being responsible for any damages caused by any machinery of the Company due to the lack of proper facilities or lands for its transit.
- Freedom of transit through the facilities for the Company's workers and subcontractors responsible for carrying out the agreed-upon work, as necessary.
- A place to carry out the agreed-upon work.
- Licenses.
- Health and Safety Plan. Security study.

2.4.- Delivery of Orders. - The quantity to be delivered will be as stated in the order confirmation to the customer and may be supplied in total (single) or partial shipments.

Due to the nature of our product, the delivered quantity may vary by up to +/- 10% of the confirmed quantity, without this constituting a breach by the Company.

2.5.- Price - All prices shall be considered as net in the agreed currency, without any deductions of any kind, unless otherwise agreed.

The price will include the cost of labor and the weight of precious material specified in the offer for manufacturing according to the "Amended Offer" or, failing that, in the "First offer." Likewise, the offer may be subject to variation based on the production cost of the product and the final content of the material used.

The offered price will not include the price of silver or other metals contained in the product. Unless agreed otherwise, the total price will result from the sum of the



offered price plus the value of the metals offered separately. Each metal value will be according to their quotation on the date of the delivery note or the value on the previous date if the corresponding market value is still open for negotiation. These values will be reflected separately on the invoice.

The Company reserves the right to increase its prices after the formalization of the contract.

Prices do not include taxes, fees, or other charges, both of a general and special nature, unless otherwise agreed in writing, taking into account the Incoterms that may be applicable and/or the conditions of delivery of the goods.

2.6.- Payment Method - Unless otherwise agreed in writing between the parties, payment must be made by bank transfer without deduction, offsetting, or retention. Payment shall be made within a maximum period of 30 days from the date of issuance of the invoice to the Customer.

In case payment dates have been agreed upon, these must be met by the Customer even if the delivery is delayed due to reasons beyond the control of the Company. If the Company deems it necessary, it may request the guarantees it considers necessary to ensure the due fulfillment of the Customer's contractual obligations, meanwhile being able to suspend deliveries. The Customer shall bear attorney fees and arbitration costs.

2.7.- Accrual of Late Payment Interest and Compensation for Collection Costs - From the agreed payment date, the Customer shall pay late payment interest in accordance with Law 15/2010, which establishes measures to combat late payment in commercial transactions, set upon acceptance of these general contracting conditions to the maximum extent permitted by law. If the Customer defaults on a payment or the provision of an agreed guarantee, all outstanding payments at that time, whether due or not, shall be considered liquid and payable. In addition to accruing these interest when the Customer defaults, the Company shall have the right to claim from the Customer the collection costs referred to in Law 15/2010.

2.8.- Acceptance of Service Provision or Goods Delivery. -

Sale of goods.- The goods receipt document or service provision to be delivered to the Company's premises, the Customer's premises, or another site designated by the



latter, must be signed by the Customer or another authorized person in their absence. By accepting these conditions, the Customer will validate the signature of another person who, being in these premises, receives the goods and signs the acceptance, identifying themselves upon delivery with their name and National Identity Document.

The Customer shall check the delivered products and the service provision, regarding quality and quantity, within a maximum period of 30 days from the receipt of the goods. In case of defects, these must be immediately notified to the company in writing and can only be rejected if each individual defect exceeds the quantity of 150 ppm (parts per million).

The Company grants the Customer a period of 30 days from the availability of the materials or the service to communicate, in a reliable manner, any hidden defects or flaws in the delivered products.

The Company shall have the right to charge the customer a fee for the storage and custody of material that is not collected, a fee that will be determined depending on the area where it is located.

2.9. - Warranty -

The Company will respond in accordance with the law in force at all times. In those cases where the responsibility of SAXONIA ESPAÑA S.L.U. is determined and it is related to products acquired to carry out its activity, the responsibility and warranty will be transferred to the Supplier. The warranty for the materials will be provided by their manufacturers from the moment of purchase.

The Company excludes from warranty and liability all deficiencies beyond its control, especially if they result from inadequate maintenance, poor conservation, or storage when not carried out by the Company.

Likewise, the company will be excluded from any liability and warranty claims in cases where the product has been modified or transformed, through mechanical, chemical, thermal, or other means.

If the Customer alleges that a warranty, according to the technical specifications of the merchandise, is not met, the warranty will only be valid if the Company has the opportunity to verify that the guaranteed parameters are not met.



The warranty by the Company is subject to the timely fulfillment of the payment conditions agreed with the Customer.

SAXONIA ESPAÑA S.L.U. will not be liable for material defects caused during transport if these services are provided by a third party through INCOTERMS EXWORKS or similar terms.

Regarding claims related to the use, sale, or distribution of the products sold or delivered, individually or in combination with other products, or any other complaint related to the contract, the rights of the Customer and the liability of the Company will be adapted to the particular circumstances of the case.

The Customer will never have the right to return accepted products, or whose 30-day period for reporting quality defects has expired, or when it comes to a warranty claim, 6 months have passed since the customer's receipt.

The liability of the Company will never exceed the value of the affected goods at the time of sale. Likewise, the final amount will be agreed upon after verifying the claim, which may involve reprocessing, partial or complete replacement of the shipment, or issuing a credit note upon receipt of the returned merchandise.

2.10. - Limitation of liability -

Unless otherwise agreed, the liability of SAXONIA ESPAÑA S.L.U. will never exceed the value of the contracted budget and/or the delivered/manufactured merchandise.

The Company is released from all liability above that maximum, even if it has been caused by its own negligence or breach of obligations. SAXONIA ESPAÑA S.L.U. will face any damages caused to persons and property in the execution of its work provided that such damages involve IMPUTABILITY, BLAMEWORTHINESS, AND LIABILITY.

2.11. - Insurance -

The benefit and risk of the object of the contract will pass to the Customer once it is made available to them at the agreed place in the contract.

2.12. - Customer Default -

In the event of total or partial breach, or failure to punctually or adequately fulfill any of the Customer's obligations, as well as in the event of declaration of



bankruptcy, liquidation, or dissolution of their Company, SAXONIA ESPAÑA S.L.U. will have the right to notify the total or partial rescission of the contract or the suspension of its execution in whole or in part.

This will be done by notification without the need for further notice of default or judicial intervention, and without the Company being liable for damages, without prejudice to any other rights the Company may have.

As soon as any of the aforementioned circumstances occur, all payment claims, due or not, refinancing fees, or any other obligation that the Company has against the Customer will become due and payable immediately.

Bills of exchange or, failing that, any other formal payment document stipulated for the payment of contractual obligations between the two companies, must be sent to the Company at the time of invoicing. Delay in delivery is considered a contractual breach.

The Company may pass on to the Customer any additional costs, surcharges, and penalties imposed on it as a result of any breach on its part.

2.13. - Reservation of Ownership -

The Company will remain the owner of all material or product supplied until complete receipt of the agreed payments and may withdraw them at the first default of the Customer, without the need for their consent.

2.14. - Setoff -

The Company has the right to set off any sum owed to it by the Customer (understood as all companies that are part of the same group as the Buyer) against any sum payable to the Customer.

3.- PURCHASE CONDITIONS

3.1.- The Supplier undertakes to deliver the goods/products subject to the purchase in accordance with the provisions of the Purchase Order and the laws and regulations applicable.

3.2.- The Supplier shall provide all documentation required by the Company in the Purchase Order, within the deadline, form, and quantity, as well as any other information or document, of any kind, necessary in accordance with the current regulations applicable to the purchase.



3.3.- The Supplier must comply with all provisions in force at all times, especially those of a Labour, Social Security, or Tax nature, as well as those relating to Environment, Safety and Health, Occupational Risk Prevention, and shall be obliged to demonstrate compliance in the manner and within the deadlines established by the Company. Likewise, the Supplier must comply with the Company's internal regulations and practices applicable to them by reason of the Order.

3.4.- The Supplier guarantees:

That all goods or products subject to purchase are fully owned by them, of first use, made with materials or products of the required quality and that comply with safety and environmental requirements, meet the specified quality and, if applicable, are suitable for use.

That the goods or products subject to purchase are free from any charges or encumbrances or other real rights, seizures, hindrances or restrictions thereon, and that neither the Supplier nor the goods or products are subject to any restriction on their free transfer.

That the goods or products comply with the specifications agreed upon by the parties, as well as compliance with all conditions established in the Purchase Order, and that they are free from any defects, visible or hidden, whether in materials, workmanship, design or manufacture.

That they have intellectual or industrial property rights regarding the goods or products subject to purchase or procurement, or, where appropriate, that they have the necessary licenses for their manufacture or sale, with the expenses and costs derived from them being their responsibility.

All repair, amendment, reconstruction, replacement, rectification, and correction work on the goods or products subject to purchase shall be at the Supplier's expense during the warranty period, and the Supplier shall be obliged to carry out such work.

In products developed by the supplier in accordance with the instructions given by SAXONIA ESPAÑA S.L.U. and paid for by this Company, intellectual property will belong to the Company.

They must comply with specific environmental measures and guarantee the quality of the materials they work with.



The Company may pass on to the supplier any additional costs, surcharges, and penalties imposed as a result of any breach on their part.

4.- CONTRACTORS / SUBCONTRACTORS OBLIGATIONS

They must apply the principles of preventive action contemplated by Law 31/1995, on Prevention of Occupational Risks.

They must have an Equality Protocol or Equality Plan and an External Complaint Channel according to the legal obligations applicable to them based on their number of employees.

Inform their own staff of the measures to be taken regarding their safety and health, in accordance with the provisions of Royal Decree 1215/1997.

Notify the prevention service of the hiring of workers particularly sensitive to certain risks. Have the necessary training for the handling of machinery and/or specific materials.

Have, at their own risk and expense, civil liability insurance, and provide the Company with proof that the coverage includes the period of service provision.

Adhere to the deadlines they have committed to for providing the service, being directly responsible for any delay therein, with the Company being exempt from any responsibility in this regard.

If during the monitoring carried out by the Company, non-compliance with the obligations of the contractor or subcontractor or the agreed quality levels is observed, the contractor or subcontractor shall be obliged to take the necessary corrective measures, failing which, the Company may terminate the order or contract, and/or hire third parties to perform the services, with the contractor or subcontractor being responsible for the costs incurred.

The Company may pass on to the contractor or subcontractor any additional costs, surcharges, and penalties imposed as a result of any breach on their part. They must comply with specific environmental measures and guarantee the quality of the materials they work with.

5.- FORCE MAJEURE



"Force Majeure" means, for the purposes of this contract, the existence of any contingency, circumstance, or cause beyond the control of the party invoking it, including, but not limited to, the following circumstances: imposition or submission to a law, regulation, decree, order, or request of any authority (national, state, autonomous, provincial, or municipal), confiscation, riot, war, pandemics, disturbances, fires, floods, earthquakes, storms, any extreme weather situation, explosions, strikes, closures, machinery or factory shutdowns, inability to obtain raw materials, energy supply, equipment, diesel, or transportation. If due to Force Majeure, any Party is unable to fulfill any obligation under this Contract other than payment of the price, such party shall be relieved of its performance, provided it notifies the other party indicating the start and nature of the Force Majeure situation. The Party invoking Force Majeure must send immediate notification after the end of the cause that prompted it.

The Company shall not be liable to the Client for any loss or damage arising from the non-compliance or untimely or total non-fulfillment of its obligations due to Force Majeure. This clause applies to the Company and its plant, and to the Client and its plant. However, notwithstanding the foregoing sections of this article, if Force Majeure affects the Client, they shall not be relieved of any obligations to accept and pay for shipments made prior to receipt by the Company of the Client's written notification of the Force Majeure situation; nor may the Client invoke Force Majeure to delay payment of amounts due. If Force Majeure occurs, the Company shall have the right to distribute, in a manner it deems reasonable, the quantities of useful products among its Clients and its own requirements.

6.- NOTIFICATIONS

All notifications, modifications, and communications from the Company to the Client shall be effective for all purposes when made by postal mail to the address provided by the Client, by email, SMS, MMS, fax, WhatsApp, communication by phone call to the address or number provided by the Client, or, failing that, to the number owned by the Client or their representatives.

For these purposes, the Client declares that all data provided by them are true and correct, and undertakes to inform the Company of any changes regarding their address,



payment/collection data, and any other information necessary for the management and maintenance of the contractual relationship between the Company and the Client.

7.- SEVERABILITY

These conditions shall be deemed independent, and if any of them, in whole or in part, is rendered ineffective by the parties through express written agreement or invalidated for any reason, the remainder shall retain its validity with full force and effect.

8.- APPLICABLE LAW

These General Conditions shall be governed and interpreted in accordance with Spanish law in matters not expressly provided for therein. Likewise, regarding the applicable law to operations carried out by SAXONIA ESPAÑA S.L.U., the parties agree, by accepting these general conditions of contracting, to submit expressly to Spanish legal system.

9.- CONFIDENTIALITY AND DATA PROTECTION - In accordance with the provisions of LO 3/2018 of December 5 on Personal Data Protection and Digital Rights Guarantee, we inform you that your data will be incorporated into the processing system owned by SAXONIA ESPAÑA S.L.U. with CIF B-28105013 and registered office at C/ Manises, No. 1, 28224, Pozuelo de Alarcón, Madrid, for the purpose of meeting the commitments arising from the contract signed between both parties. In compliance with current regulations, SAXONIA ESPAÑA S.L.U. informs that the data will be kept for the period legally established. With this clause, you are informed that your data will be communicated if necessary to public administrations and to all those entities with which communication is necessary in order to fulfill the aforementioned service. Failure to provide the data to the mentioned entities implies that the services under this contract cannot be provided. SAXONIA ESPAÑA S.L.U. informs that it will process the data lawfully, fairly, transparently, appropriately, relevantly, limitedly, accurately, and up-to-date. Therefore, SAXONIA ESPAÑA S.L.U. undertakes to adopt all reasonable measures for such data to be deleted or rectified without delay when they are inaccurate. According to the rights granted by current regulations, you may exercise the rights of access, rectification, limitation of processing, erasure, portability, and objection to the processing of your personal data, as well as the consent given for the processing



thereof, by directing your request to the postal address indicated above or to the email address lopd@doduco.net/lopd@saxonia.es. You may also contact the competent Control Authority to present any claims you deem appropriate.

10.- JURISDICTION - SPECIAL ARBITRATION CLAUSE

The parties undertake to resolve amicably any disagreement that may arise in the execution of this contract.

If an amicable solution is not possible and litigation is deemed appropriate, the parties, waiving any other jurisdiction, undertake to submit all conflicts, disputes, and disagreements arising from the contract, whether in its performance, interpretation, or execution, to the Commercial Arbitration Tribunal "TAM" (CIF: G56643224) in Madrid, within the framework of its Regulations, which is entrusted with the administration of arbitration and the appointment of the arbitrator or arbitral tribunal, and hereby undertake to comply with the arbitral decision. As for the law applicable to the litigation, the parties expressly submit to the Spanish legal system through these general conditions of contracting. Additionally, the client shall bear the costs incurred in relation to any legal action initiated outside of Spain.