

**IDENTIFICATION OF CHANGES REGARDING THE PREVIOUS REVIEW:**

Adequacy to UNE-EN 9120:2018

Issued	Revised	Approved
Firma y Fecha	Firma y Fecha	Firma y Fecha
		
30/10/19	30/10/19	30/10/19
<b>Laura Cusí Grande</b> Quality Manager	<b>Laura Cusí Grande</b> Quality Manager	<b>Cory Taylor</b> General Manager

## **1 Definitions**

1. The term "Terms and Conditions" will be construed as referring to the contractual conditions for the acquisition of products and/or services included in a purchase order of which they are part. The term "General terms and conditions" will be construed as the terms and conditions specified in the present. The term "Particular terms and conditions" will be construed as the terms and conditions that must be included in the overleaf of the purchase order to supplement the general terms and conditions.
2. The term "Purchase Order" or simply "Order" will be construed as referring to the purchase order (generally in the standard format normally used by TCX MICRO S.L.), and, where pertinent, any additional documentation, together with the "Terms and Conditions" and the "TCX MICRO S.L. Code of Ethics and Legal Compliance".
3. The term "Vendor", "Supplier" or "Service Provider" will be construed as the natural or legal person with whom the contract is entered into as indicated on the overleaf of the Purchase Order. The obligations, liabilities and responsibilities of the "Vendor", "Supplier" or "Service Provider" also extend to the subcontractors thereof.
4. The term "Products" will be construed as referring to the deliverables, goods or items contemplated in the Purchase Order, including or related, yet not limited to software, hardware, documents, etc.
5. The term "Services" will be construed as referring to the provision of work or rendering of other services contemplated in the Purchase Order, including or related, yet not limited to software.
6. The term "Software" will be construed as referring to the software and firmware elements, comprising, including or related to the Products and/or Services.
7. The term "Issued Materials" will be construed yet not restricted to samples, designs, standard sheets, print copies, theories, models, profiles, tools, molds or other equipment/hardware, materials, systems, equipment, merchandise or items, or any other good that TCX MICRO S.L. supplies or issues to the Supplier for use to fulfil its obligations in accordance with the Purchase Order.
8. The term "Forgeries" will be construed as referring to the copies or replacement products manufactured, sold or distributed with no right or legal authority to do so, or other products whose materials, performance, identity or characteristics have been wilfully falsified by the Supplier or any other party in the Supplier's supply chain. In this regard, the term "Identity" will be construed as any information referring to, including yet restricted to the original manufacturer, registered trademark or other intellectual or industrial property, part number, date code, lot number, applied testing methods and the results thereof, conducted inspections, documentation, warranty, origin, alterations, tampering, recovery, recycling, ownership record, packaging, physical condition, prior use or rejection.
9. The term "Client" will be construed as any customer, end user or third party to whom TCX MICRO S.L. could resell or transfer any right in relation to any of the Products or Services indicated in the Purchase Order (or part thereof).
10. The present General Terms and Conditions will apply unless otherwise stated in the Particular Terms and Conditions of the Purchase Order. In case of discrepancy or inconsistency between the General and Particular Terms and Conditions, the latter terms and conditions will prevail.

## **2 Reception and acceptance of the Purchase Order. Binding contract.**

1. The Purchase Order issued by TCX MICRO S.L. will be deemed to be accepted and the contractual relationship perfected between the parties when the Supplier confirms acceptance of the Purchase Order by endorsing with its signature thereon (or any other method of equivalent written acceptance) in a term of three (3) business days from receipt of the Purchase order or in the term established in the Particular Terms and Conditions (hereinafter referred to as the "acceptance term"). In the absence of confirmation after the acceptance term has elapsed, TCX MICRO S.L. will consider that the Purchase Order has been accepted by the Supplier.
2. Once the Purchase Order has been accepted, the contractual relationship between TCX MICRO S.L. and the Supplier will be considered to be executed and effective from the Order's date of receipt by the Supplier.

3. The acceptance of the Purchase Order will entail no conditions. In order to prevent any doubts, no divergent contractual condition mentioned by the Supplier in its written acceptance of the Purchase Order nor any other communication by the Supplier may become part of the contractual relationship or be binding for TCX MICRO S.L. unless the authorized representatives of TCX MICRO S.L. have given their express written acceptance thereof. Reception of the delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of divergent conditions indicated by the Supplier.

### **3 Pricing, fees and payment**

1. The prices are fixed, final and non-negotiable, and include the costs of delivery and any other expense, including yet not restricted to the transportation costs, insurance and packaging unless otherwise indicated.
2. The Supplier guarantees to TCX MICRO S.L. that the price invoiced for the required Products or Services is the lowest price that it invoices to buyers of similar Products or Services for the quantities and circumstances that are similar to the ones specified in the Purchase Order.
3. The Supplier will add the value-added tax (or equivalent) to the price at the rate and in the manner stipulated by the applicable legislation.
4. TCX MICRO S.L. will assume no liability whatsoever vis-à-vis the Supplier regarding any taxes, fees, contribution or charges as a consequence of the required Products and/or Services.
5. If ordered to withhold or retain a tax or charge by virtue of the applicable laws or regulations, TCX MICRO S.L. may retain and deduct that tax or charge from the price before settling payment to the Supplier.
6. In case of a Purchase Order for an international supply that could be subject to processing of withholding at the source, the Supplier must submit a certificate of residence as per the applicable tax convention to prevent double taxation, which will be renewed subsequently if necessary.
7. Upon delivery of the Products and/or Services, the Supplier will provide TCX MICRO S.L. with an itemized invoice bearing the reference number of the Purchase Order and any other code or reference that TCX MICRO S.L. includes therein to identify the supply.
8. The payment method will be the stated in the Particular Terms and Conditions of the Purchase Order. The payment deadline will begin when TCX MICRO S.L. receives the Supplier's invoice so long as the invoice is correct, and the delivered Product or furnished Service is compliant.
9. The delivery or provision shall only be considered as completed insofar as the Supplier has fulfilled the obligation to submit documentation regarding testing and trials on materials, test records, quality control or other types of documents. TCX MICRO S.L. will have the right to deduct or retain any payment, to a reasonable degree, for defects, in which case the payment deadline term will commence after the complete rectification of any defects.
10. The execution of a payment by TCX MICRO S.L. will not mean a tacit acceptance that the supply of the Product or the provision of the Service complies with the Purchase Order.
11. Payments that may be settled before acceptance shall be construed as conditioned thereby and at the given price.
12. TCX MICRO S.L. will be entitled to deduct any amount that the Supplier owes thereto from any price.

### **4 Variation of the purchase orders.**

1. Modifications, additions or variations in the Purchase Order proposed by the Supplier will only become effective upon written confirmation from TCX MICRO S.L.
2. Whenever there is a need to vary the requested Products and/or Services, TCX MICRO S.L. must notify the Supplier thereof, and the Supplier shall in turn have a deadline of two (2) business days to provide TCX MICRO S.L. with a written declaration regarding the way in which this variation would increase or decrease the dates, deadlines, terms or milestones, invoicing and any other information that TCX MICRO S.L. could request from the Supplier within the realms of what is reasonable. Failure to fulfil this

obligation will entitle TCX MICRO S.L. to cancel the Purchase Order with no penalty or compensation whatsoever.

3. The application of any variation in the Products and/or Services will be subject to a prior written agreement between the parties. The Supplier will make no variation unless expressly indicated by TCX MICRO S.L. to do so in writing. The acceptance of delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of the variations.
4. When a change directly affects the prices or timelines for delivery of the Products or Services, the parties must jointly agree to an equitable adjustment. Should the parties fail to reach an agreement on the adjustment amount despite their reasonable attempts to do so in good faith, TCX MICRO S.L. may terminate the Purchase Order at no additional charge or liability regarding the affected Products and Services.

## **5 Requirements for imports and exports, certificates of origin, special tax payment vouchers, restrictions on exports.**

1. The Supplier must comply with all import and export controls, customs duties, regulations on foreign trade and other requirements, and provide TCX MICRO S.L., when requested to do so, with the pertinent compliance information or documentation.
2. The Supplier shall keep TCX MICRO S.L. duly apprised of the possible changes in the condition of the supplied materials and/or furnished services after that delivery or performance obligation has been fulfilled.
3. The Supplier must notify TCX MICRO S.L. in writing without any unjustified delay of any information or datum that TCX MICRO S.L. may require to meet regulatory foreign trade obligations in the context of exports, imports or re-exports, whether temporary or final.
4. Without restricting the overall nature of the foregoing, the Supplier must make any duly completed and signed documents available as soon as possible upon request of government agencies or customs authorities of the reception country or other applicable legislation regarding exporting and/or importing licenses. This will also apply to the relevant documents concerning special taxes.

## **6 Delivery, delays, marking of products, ownership and risks.**

### **6.1 Delivery**

1. The Products and/or Services shall be delivered on the dates (herein referred to as the "delivery date") at the rates and in the locations specified in the Purchase Order. Delivery may be carried out directly to a TCX MICRO S.L. client when specified in the Purchase Order. TCX MICRO S.L. may reject or change the dates, rates and destination locations by reasonable advance notice thereof sent in writing.
2. Any dispatch condition quoted in relation to the delivery of the Products must comply with the latest version of the Incoterms of the International Chamber of Commerce. If the Particular Terms and Conditions of the Purchase Order fail to specify any conditions for the delivery, Delivered Duty Paid (DDP) will be the transaction thereof (delivered, all duties paid at the named destination).

### **6.2 Delays**

3. The moment of the delivery is an essential contractual obligation, thus failure to fulfil the delivery date specified in the Purchase Order will entail a material breach of the Purchase Order. When expecting a delay, the Supplier must inform TCX MICRO S.L. of the delivery date for the Products or Services. If only part of the Products or Services might be delivered on the delivery date, the Supplier must deliver the available Products or Services, unless TCX MICRO S.L. states otherwise. Partial deliveries will be considered to be deliveries with delay and only may be considered as completed when all the Products or Services have been delivered.
4. Notwithstanding the foregoing, if the Supplier fails to either carry out the delivery in accordance with the Purchase Order or notify TCX MICRO S.L. that it expects not to meet the delivery deadline, TCX MICRO S.L. reserves the right to cancel the Purchase Order or part thereof at no cost or liability borne whatsoever, and reserves all the rights to recover the costs and seek redress for damages incurred,

including yet not restricted to the right to purchase replacement Products or Services from another vendor or hold the Supplier liable for the costs that TCX MICRO S.L. may incur to do so.

**6.3 Marking, packaging and delivery documentation**

5. The Supplier must ensure that all the Products bear the corresponding marking in accordance with the applicable legislation, provisions of the Purchase Order and instructions given by TCX MICRO S.L. Unless indicated otherwise, the CE marking is mandatory.
6. Products will be appropriately packaged so that they reach the delivery locations undamaged and in good condition.
7. For every shipment of products, the Supplier will provide a packing list and/or delivery note specifying the Purchase Order number, description, code (if any) and the quantity of sent products. The information included in the packing list and delivery note must be compliant with the Purchase Order.
8. For the delivery of components, assemblies or products sensitive to electrostatic discharges (ESD), the packages must have the appropriate marking.
9. When the merchandise contains batteries or explosive material with shipping restrictions, the Supplier must provide the safety files or material safety datasheets (MSDS) necessary to transport the product depending on the safety category.
10. If the delivery contains goods classified as hazardous materials according to international legislation, the Supplier must inform TCX MICRO S.L. thereof, mark the goods and notify the carrier adequately.

**6.4 Proprietor and risks**

11. The Supplier warrants to have sufficient proof of ownership of the Products that it sells to TCX MICRO S.L. Notwithstanding TCX MICRO S.L.'s right to reject and the application of the applicable Incoterm, the transfer of the risk and ownership of the products will be handed over to TCX MICRO S.L. on receipt thereof at the destination specified in the Purchase Order and as per the agreed Incoterm. This transfer of risk and property will be contingent upon the full acceptance of the merchandise after TCX MICRO S.L. conducts the quality verifications for deliveries with installation and/or commissioning, and this transfer of risk to TCX MICRO S.L. for Services will occur at the moment of TCX MICRO S.L.'s acceptance thereof.
12. The Supplier shall be informed that the supplied Products may be sold by TCX MICRO S.L. to a Client, and the Supplier shall likewise guarantee that TCX MICRO S.L. may supply them with a sufficient title of ownership.

**7 Quality, compliance and guarantees.**

1. The Supplier warrants that, where pertinent, all the supplied Products and Services: (i) adapt to the quantities, quality levels, specifications, descriptions and other particulars included in the Purchase Order; (ii) adapt to the samples, design criteria, layouts, descriptions, requirements and specifications that TCX MICRO S.L. may provide; (iii) will be apt for the expected use, expressly and implicitly communicated to the Supplier, and will have no defects, liens, encumbrances or claims of ownership; (iv) will have been executed appropriately and enabled by qualified and experienced personnel, and adapt to the highest standards in the sector.
2. The Supplier warrants that it holds all the permits and licenses necessary to sell the Products and/or furnish the Services to TCX MICRO S.L., and it fulfils all the laws, standards, regulations and codes of relevant practices that affect its obligations and the execution of the Purchase Order. The Supplier will secure these permits and licenses on its own behalf and expense, and provide TCX MICRO S.L., whenever requested to do so, information or documentation relative to such compliance, and any other information or documentation required so that TCX MICRO S.L. can comply with all laws, standards, regulations and requirements applicable to the reception and use of the Products or Services.
3. The Supplier warrants that all Products are new and original and contain neither used or reconditioned parts nor counterfeit/falsified elements.
4. Notwithstanding the rights of TCX MICRO S.L. as stipulated in the Purchase Order and pertinent legislation, the Supplier shall furnish a warranty to cover defects for the delivered Products, during the longer period of (i) the Supplier's normal warranty period or (ii) a term of two (2) years (or the duration indicated in the Purchase Order) counted from the date of the TCX MICRO S.L. reception or

acceptance date (whichever is applicable). For Services, the warranty will run during the longer period of: (i) the Supplier's normal warranty period or (ii) a term of one (1) year (or the duration indicated in the Purchase Order) counted from the date of the TCX MICRO S.L. reception or acceptance date (whichever is applicable).

5. This clause will include and also apply to the possible spare parts, repaired, replacement or rectified products, or the rectification services furnished by the Supplier.
6. Failure to fulfil any of the guarantees in this clause will grant TCX MICRO S.L. the right to cancel the Purchase Order and seek redress for damages, injuries, costs and expenses (including yet not restricted to legal costs) as compensation in addition to further rights in this regard.

## **8 Inspection, acceptance and rejection**

1. The Supplier warrants that it has inspected and tested the supplied Products and/or rendered Services so that they adapt to the specifications in the Purchase Order before delivery, and that it will provide TCX MICRO S.L. with the certificates of origin and/or testing.
2. Should the Products and/or Services fail to comply with the Purchase Order, TCX MICRO S.L. may notify the Supplier of its rejection thereof in writing within a reasonable term and, notwithstanding any further corresponding rights, TCX MICRO S.L. may, at its exclusive discretion, call on the Supplier for compliance of the Purchase Order through a rapid replacement or repair, as necessary, of the rejected Products or a correction or rectification of the rejected Services. If TCX MICRO S.L. has made no objection after one (1) year from the delivery date has elapsed, the Products or Services will be considered to be accepted.
3. Rejected Products may be returned to the Supplier, who must assume the impact and cost of the return.
4. All Services deemed to be defective or non-compliant in one of the aspects guaranteed by the Supplier will be executed again comprehensively by and at the expense of the Supplier. For urgent cases or when the Supplier fails to fulfil its obligation to repair defects, TCX MICRO S.L. will have the right to adopt the necessary measures, of which the Supplier shall bear the costs and expenses, to repair such defects itself or delegate this repair to a third party. TCX MICRO S.L. will also be entitled to adopt all the measures necessary or as advisable to prevent or reduce the damages. In any case, TCX MICRO S.L. will notify the Supplier thereof as soon as reasonably possible. The Supplier's obligations by guarantee will not be affected by such measures, unless the defects are attributable to the measures adopted by TCX MICRO S.L. or a third party.
5. TCX MICRO S.L. reserves the right, though this entails no obligation, to inspect or test the Products or Services (on its own behalf or via a third party designated by TCX MICRO S.L. or the Client) in any stage before delivery (including during the manufacturing or testing stages), albeit upon prior notification. The Supplier must grant access to the premises and facilities that TCX MICRO S.L. may request, to the extent reasonable, for the inspection.
6. The Supplier, in observance of standard ISO 9001, grants TCX MICRO S.L., the clients of TCX MICRO S.L. and the regulatory authorities the right to access the applicable areas of all facilities and documentation at any level of the supply chain.
7. The tests or inspections conducted by TCX MICRO S.L. will not by themselves entail an acceptance of the Products and/or Services.
8. The execution of tests or inspections, and the acceptance by TCX MICRO S.L. or end user will not be considered to be a waiver to call for fulfilment of the Supplier's legal or contractual obligations.

## **9 Exclusion of liability**

1. The Supplier shall fully hold TCX MICRO S.L. and its assignees, subcontractors and Clients (the "beneficiaries") harmless from any claim, liability, legal action, lawsuit, demand, damage, injury, cost and expense (including yet not restricted to the legal costs ordered as compensation) (i) lodged against the beneficiaries as a result of the Supplier's failure to fulfil or execute its obligations as contemplated in the Purchase Order; and (ii) resulting from the death, injury or damage to people or goods caused or

- contributed to by the Supplier or its employees, subcontractors or agents because of negligence, action, noncompliance or omission.
2. The Supplier accepts liability for any other claim, liability, legal action, lawsuit, demand, damage, injury, cost and expense (including yet not restricted to the legal costs ordered as compensation) incurred by TCX MICRO S.L. or the beneficiaries, and that could be attributed to an action or omission by the Supplier or its employees, subcontractors or agents, deriving from or associated with the supply of the Products or provision of Services by the Supplier, or arising in some other way because of the failure to comply with the Purchase Order.
  3. TCX MICRO S.L. will have the right to deduct the aforementioned concepts (at a reasonable degree) from any amount owed to the Supplier.

## **10 Supply of counterfeit items**

1. Given the nature of TCX MICRO S.L.'s activities, it is essential to guarantee the supply of original and non-falsified goods. The Supplier must thus guarantee the supply of new, authentic and unused goods (unless otherwise the supply of used goods is agreed to in writing).
2. If a part is described within the volume of the supply of an Order by a supplier part number or with a product description, or specified by an industrial standard, the Supplier shall guarantee and take the steps to ensure that the spare parts supplied meet all the requirements of the Order.
3. The Supplier may only acquire items directly from the manufacturers of original components or their authorized distributors (i.e., franchised enterprises). TCX MICRO S.L. will not authorize items from another origin unless previously agreed to in writing and with express reference to this clause. In this case, the Supplier must provide sufficient substantiation of the traceability of the supply (for instance, documentation authenticating traceability in the supply chain of the parts to the original manufacturer), including all the measures adopted to guarantee that articles acquired in this manner are new, unused and authentic.
4. Should Forgeries or merchandise suspected of being Forgeries be supplied by virtue of the Order, or when Forgeries are detected in any of the items delivered in accordance with this document, TCX MICRO S.L. may, at its sole discretion, return the items at no charge to TCX MICRO S.L. (unpaid carriage) to the Supplier, who in turn must bear the costs to replace them (paid carriage) with items acceptable to TCX MICRO S.L. in accordance to this clause as soon as possible. Moreover, in addition to the requirement for replacement, TCX MICRO S.L. may hand them over to the authorities for investigation. The Supplier will bear all the costs in connection with the embargo, removal, replacement and any other additional costs that TCX MICRO S.L. might incur concerning the supply of goods failing to fulfil this clause.
5. TCX MICRO S.L. reserves the right to retain payment for any Order that could have included Forgeries or merchandise suspected of being Forgeries and have been returned to the Supplier or are undergoing investigation, until conclusion of the investigation, replacement of the articles or when the Supplier has settled payment of the costs that TCX MICRO S.L. has incurred.
6. The Supplier shall maintain a traceability method that guarantees supply chain traceability to the manufacturer of all items included in the Order. This method shall clearly identify the name and location of all the intermediaries in the supply chain, from the manufacturer to the direct source of each item for the Supplier, and include the base identification of the manufacturer's item such as date codes, lot codes, serial numbers and other baseline identifications.
7. In any case, the Supplier shall ensure that all documentation regarding conformity certificates, Purchase Orders or agreements, testing and inspection data, and/or the certificates from the original manufacturer's supplier or authorized agents (i.e., franchises) will be kept available for TCX MICRO S.L. during the valid period of the Purchase Order or during the period in which TCX MICRO S.L. may hold the Supplier liable for the delivered items. The Supplier shall pass on these requirements to its own supply chain for all items intended for TCX MICRO S.L.
8. The Supplier is reminded that any wilful and deliberate act intended to falsify, hide or alter a material fact or any false, fraudulent or fictitious statement or affirmation regarding the execution of the tasks constituting the Order may be sanctioned according to the pertinent laws and legislation in force.

## **11 Force majeure or acts of god**

1. No party will be liable vis-à-vis the other for possible delays or failures to fulfil obligations as a result of a force majeure or act of god. For the sake of greater clarity, an event will be considered to be a force majeure or act of god when it is inevitable, could not have been anticipated by the affected party, beyond the reasonable control of the affected party and prevents the affected party from fulfilling its obligations even though the affected party has done everything reasonably possible to do so. Such events will include terrorist acts, wars or threats of war, natural phenomena, fires, explosions, epidemics or government actions. Strikes (including general strikes) will not be considered force majeure or acts of god.
2. The affected party must immediately notify the other party as soon as it has knowledge of the event and take all the steps possible within reason to preclude or minimize the effects of the event.
3. The suspension of contractual obligations will remain effective while the force majeure or act of god exists.
4. Should the event continue during a period of time during which the Purchase Order will no longer have any utility for TCX MICRO S.L., TCX MICRO S.L. will be entitled to terminate the Purchase Order immediately by written notification, and none of the parties will have any right to seek redress vis-à-vis the other in relation to the force majeure or act of god.

## **12 Termination**

1. TCX MICRO S.L. will have the right to suspend or cancel the Purchase Order with respect of all or part of the Products or Services at any time through written notification sent to the Supplier. In such a case, TCX MICRO S.L. will pay the price of the Products or Services delivered but not yet paid for and a fair amount for the substantiated direct costs that were reasonably incurred for finished but undelivered Products or Services. However, this amount shall not in any case exceed half the purchase price of the finished but undelivered Products or Services.
2. Notwithstanding the foregoing, before TCX MICRO S.L. receives acceptance from the Supplier, TCX MICRO S.L. may suspend, amend or cancel the Purchase Order at no cost or liability.
3. TCX MICRO S.L. will have the right to immediately cancel the Purchase Order with no liability vis-à-vis the Supplier at any time by notifying the Supplier: (i) should TCX MICRO S.L. determine in good faith that the Supplier has not fulfilled the Purchase Order but the noncompliance can be rectified, and, if so, the Supplier fails to rectify the matter within the reasonable period of time given by TCX MICRO S.L. to do so; or (ii) when, in the reasonable opinion of TCX MICRO S.L., an adverse event has occurred that could substantially affect the Supplier's capabilities to fulfil its contractual obligations. In such cases, the Supplier shall compensate TCX MICRO S.L. for all damages and injuries incurred as a result of the cancellation of the Purchase Order.
4. Cancellation of the Purchase Order will not exempt any party of its existing obligations on or before the date of the cancellation thereof.
5. With a view to preclude any doubt, the termination or cancellation of the Purchase Order will not affect the valid software licenses granted to TCX MICRO S.L. or its Clients.

## **13 Guarantees**

1. TCX MICRO S.L. will make no advance payment unless the Supplier presents a surety for the advance payment in the manner defined by TCX MICRO S.L.
2. TCX MICRO S.L. may ask the Supplier to submit sureties as a guarantee of correct execution of the Purchase Order.



## **14 Insurance**

1. Notwithstanding its responsibilities stipulated in the Order and without any limitation in this regard, the Supplier must bear the costs to underwrite and maintain the corresponding insurance policies for an amount sufficing to cover the risks associated with the execution of the Purchase Order. These insurance policies must be underwritten and maintained with companies of solid financial repute during the validity of the Order (including the warranty period).
2. The obligations of exclusion of liability will not be affected by the aforementioned insurance obligations.

## **15 Code of ethics and conduct**

1. Given that TCX MICRO S.L. considers compliance with its code of ethics to be essential, it has consequently drawn up a supplier code of ethics and conduct for all its vendors, suppliers and service providers. This supplier code of ethics is posted on the TCX MICRO S.L. website.
2. The Supplier is hereby informed hereof and accepts to fully adhere to all the terms and conditions of this supplier code of ethics.
3. The Supplier likewise accepts that TCX MICRO S.L. may subsequently amend this Code of Ethics and that the mere publication of its new version on the TCX MICRO S.L. website shall suffice as due notification thereof.

## **16 Occupational health and safety**

1. The Supplier shall observe all occupational health and safety legislation applicable to the Purchase Order as per the pertinent local legislation currently in force.
2. Together with the equipment, materials or supplied goods, the Supplier agrees to send instructions in Spanish regarding their use, storage and any other elements necessary for the appropriate protection of occupational risks arising from the use and handling of the equipment or materials.

## **17 Environmental protection**

1. The Supplier shall comply with all applicable environmental legislation, adopt the best preventive measures and practices, and, where necessary, correct actions that could harm environmental conservation.
2. The Particular Terms and Conditions of the Purchase Order may indicate specific requirements concerning environmental regulations.

## **18 Confidentiality and personal data protection**

1. The Purchase Order and any other information provided by TCX MICRO S.L. are confidential. The Supplier must safeguard the mere existence of the Purchase Order and all information (regardless of its nature) disclosed in the relationship with TCX MICRO S.L., its Clients, partners or business activities in strict confidentiality.
2. The use of such information will only be permitted for the execution of the Purchase Order. The Supplier shall apply all reasonable safeguarding measures (in accordance with the most stringent standards) to protect confidential information.
3. The Supplier shall limit access to this confidential information only to employees, agents or subcontractors participating in the execution of the Purchase Order and on a need-to-know basis.
4. The Supplier may disclose confidential information to other parties not directly related to the execution of the Purchase Order, who should be known to the Supplier (e.g., auditors, consultants, etc.) so long as these parties are bound by confidentiality or non-disclosure clauses that are similar to the ones herein.
5. The Supplier shall ensure that such employees, agents or subcontractors fulfil the aforementioned obligations and shall also be liable for any unauthorized disclosure.
6. With the exception of the aforementioned cases, the Supplier shall neither copy nor reveal any confidential information without the prior written consent of TCX MICRO S.L. The Supplier shall neither

announce nor disclose its status as TCX MICRO S.L. Supplier in any other way without the prior written consent of TCX MICRO S.L.

7. The confidentiality obligations shall remain applicable and valid indefinitely regardless of any cancellation, termination or expiration of the Purchase Order.
8. Should the Supplier gain access to personal data of which TCX MICRO S.L. is the proprietor as a consequence of the execution of the Purchase Order or by chance, the Supplier shall safeguard the confidentiality of this information (including after termination) and not disclose the data to third parties without the corresponding consent and, moreover, observe the pertinent data protection laws and legislation in force.

## **19 Miscellaneous provisions**

1. The Purchase Order (and its annexes, if any) represents the entire agreement between the parties and will replace, and thus invalidate any communication, declaration or previous agreement in relation to the purpose of said Purchase Order.
2. The General Terms and Conditions and, where pertinent, the Particular Terms and Conditions, prevail and supersede any general contract terms and conditions and/or general clauses of the Supplier as presented in its Offer, Proposal or Quote.
3. Applicable Legislation: the Purchase Order shall be governed and interpreted in accordance with the laws of Spain.

## **20 Special provisions only applicable to purchase orders related to certain products or services, or cross-border transactions with certain countries**

### **20.1 Purchase Orders related to dual-use materials**

The Supplier declares to comply with all the pertinent export laws and legislation, including yet not limited to (a) local legislation applicable to the Supplier; (b) Spanish import licensing that may be required and issued as per Spanish Law 53/2007 and Royal Decree 2061/2008 for controlling the foreign trade of military materials and data and information of dual use (or any other applicable or superseding law); (c) the applicable European rules and laws on exporting and/or importing (d) all the applicable rules and laws of the United States of America regulating exportation [including the International Traffic in Arms Regulations (ITAR), title 22, the Code of Federal Regulations (CFR), parts 120-130, the legislation on exports, title 15, CFR parts 730-774] and any governmental legislation applicable to exporting, re-exporting or distributing or disseminating goods by the Supplier.

### **20.2 Exclusion of conflict minerals**

The Supplier warrants that the Products that will be supplied within the scope of this Purchase Order do not include "conflict minerals", as defined in section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act. The "conflict minerals" include columbite- tantalite, cassiterite, gold, wolframite or their derivatives; or any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country. Adherence of the foregoing obligation may be audited by TCX MICRO S.L.