

GENERAL CONDITIONS

PARTIES

EMBENTION SISTEMAS INTELIGENTES, S.A. CIF A54249602, addressed at Polígono Industrial Las Atalayas, c/ Chelín, 16, 03114, Alicante (Alicante) ("**Embention**"). and

"**Client**" according to the Agreement conditions and information included in Particular Conditions Documents ("**PC**").

RECITALS

- I. Embention is a company dedicated to the design, manufacture and sale of components and products and the provision of services (jointly referred to as "**Products**").
- II. The Client is willing to purchase Products to Embention according to the terms set forth in this agreement ("**Agreement**").
- III. Embention will sell the Products to the Client according to the terms of this Agreement.

CONDITIONS

0. DEFINITIONS

Agreement: include the following: *Particular Conditions Documents, General Conditions, and Non-Disclosure Agreements* under the scope of this Agreement.

Particular Conditions Documents ("**PC**"): documents that include particular agreements (and Client information) between Parties. Such as Quotation, Pro-forma invoice, Order, Invoice, etc.

1. TERM

- A. These General Conditions are applicable to all purchases from December 1, 2022.
- B. These General Conditions may be modified at any time by Embention. This General Conditions applicable to the Client are those in force on the day of the order confirmation.

2. PAYMENT TERMS

- A. Prices will be agreed on at each moment by the Parties.
- B. Training, support, integrations, travel expenses and product customization or configuration are not included in the Product price. This kind of service will be quoted and paid based on an hourly, daily or weekly rate (or different), depending on the service needs.
- C. Any delay (and expenses generated as a consequence of it) during training, support, integrations and product customization or configuration not attributable to Embention would be invoiced also to the Client.
- D. Prices exclude VAT and taxes. Embention reserves the right to request the Client VAT payment or reimbursement, if necessary.
- E. Applied VAT and taxes may vary depending on the particular conditions of each Client.
- F. Product price could be updated by Embention at any time.
- G. Client shall pay all purchase orders ("**PO**") in advance, unless otherwise expressly indicated in PC or expressly agreed by Parties.
- H. Embention reserves the right to retain any Client product or third-party product sent by Client to Embention if any delay or non-payment by the Client of any amounts takes place.

3. PURCHASE ORDERS

- A. Client shall issue any PO by email, and each PO shall include the content requested by Embention to the Client. Any item not included in a PO, will not be considered as included in the final price.
- B. PO's shall not be binding for Embention until its written acceptance by an authorized member of Embention.
- C. If Embention does not confirm a PO, it shall be deemed as not accepted. Embention is entitled not to accept a PO that has been placed by the Client, for any reason.
- D. In case Embention is not able to deliver any Product during the estimated delivery period, Embention may decide to cancel the PO. In that case, any amounts paid in advance by the Client regarding the canceled Products shall be reimbursed, and the Client shall not be entitled to any type of indemnification.
- E. Products sold and shipped by Embention may be subject to an export procedure, as dual use products, which is necessary to complete in full. An End-User undertaking declaration to be filled by the End User of the Products, may be requested by Embention to the Client in order to complete the export documentation process and authorization to the customs authorities. The Client will cooperate with Embention on the obtention of this document (and others, if necessary). Embention has no liability on any delay on the export procedure that is not attributable to Embention and the Client cannot cancel the purchase order.
- F. The Client undertakes to hold Embention harmless from considering or not the Products as dual-use products at destination, even if Products were not considered as it in the country of origin, being the Client's responsibility to verify the possible condition of the product as dual-use technology in the destination country.
- G. The Client knows that Embention starts the manufacturing process at the moment a PO is accepted by Embention so accepted PO's could not be canceled by the Client, unless written confirmation by Embention.
- H. In case of unilateral PO cancellation by the Client, Embention reserves the right of not reimbursement of the purchase price already paid by Client as compensation for (but not limitative to) the resources investment, storage and work already done. Additional charges could be charged to the Client. In this case, Embention has the right to invoice to the Client for all the products and services already paid and Embention will understand any Service as provided, with no reimbursement rights to the Client.
- I. Embention reserves the right, at any time, to make any changes, updates and or, modifications in the characteristics of the Products which are necessary to adapt any of them to any applicable safety regulation or other statutory or regulatory requirements.
- J. In case payments are not made by the Client to Embention in accordance with this Agreement, Embention is entitled to pause or cancel any Purchase Order with no reimbursement rights to the Client.
- K. Orders paused for any reason (Client request or inattention, lack of payment, a company close or bankruptcy, no reply from customer, etc.), for more than three (3) months will be considered as canceled by the Client with no reimbursement rights to the Client and products remaining at Embention facilities will be sold or destroyed with no compensation or monetary reimbursement to the Client without prejudice to Embention's right to demand the compensation reflected in the preceding paragraphs in the event of unilateral cancellation by the Client. In this case, Embention has the right to invoice to Client for all the products and services already paid and Embention will understand any Service as provided.
- L. In case Client includes in its PO any particular or general conditions different than the ones agreed by Parties on this Agreement this Agreement will always prevail over those conditions. For clarification purposes, the general terms and conditions of third parties, including those of the client, shall not apply and only the General Conditions of Embention stated in this Agreement shall apply.
- M. In case Parties sign or enter any other contracts or documents regarding the purchase of Products to Embention, and any of its conditions differ from any of this Agreement, this Agreement will always prevail to that document.

4. SHIPMENT AND DELIVERY

- A. Embention shall ship and deliver the Products ordered to the Client under DAP Incoterm. Unless otherwise agreed by parties on PC.
- B. The Client has five (5) business days after the Product delivery to examine and verify the amount and quality of the Products supplied and check are in accordance with the PO, in such case, notifying Embention of any lack of conformity with the Products placed.
- C. If Client does not notify a lack of conformity during the said period, the delivery shall be deemed as correctly done, and the Products as accepted by Client.
- D. In the event of damaged or defective Products or a shortage of Products, Embention shall give the Client a solution in order to achieve the best option for both parties.
- E. Unless otherwise included in PC, shipping of Products will not be before a term of four months after first payment made by Client.
- F. Delivery dates are not definitive and are conditioned to the processes, terms and conditions stated in this Agreement and also may vary depending on the Products ordered and stock availability. Embention will do what is in its hand to fulfil the delivery date when possible. Delivery dates are indicative and not guaranteed or binding.

5. CLIENT

- A. Shall refrain from issuing or formulating any condition, guarantee, promise or representation on behalf of Embention, as well as from assuming obligations on its behalf.
- B. Shall act diligently and cooperate with Embention in the preservation of the good image, reputation and prestige of the Products.
- C. Shall comply with legislation related to the purchase, import/export and commercialization of the Products.
- D. Shall report to Embention of any complaints/ reclamations regarding the Products that could eventually receive from any third party.
- E. Shall purchase and maintain in force a commercial general liability insurance policy, including product liability coverage. Such policy shall provide reasonable coverage for all claims with respect to the activity developed by Client and its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners.
- F. Product features and instructions are fully described within the product documentation. It will be the responsibility of the Client to check that the system is suitable for their application prior to placing the PO.
- G. Will not use Products: for chemical/ biological/ nuclear weapons or missiles capable of delivering such weapons; in or sold them to territories subject to arms embargo, war territories or territories in similar conflicts; to be re-exported/ sold/ transferred if it is known/ suspected that are intended or could be used for such purposes; or to be transferred or exported without consent in writing of the corresponding Authorities.
- H. In some countries, authorities may require specific conditions to operate Products. Embention will not be responsible in any case of operations not performed according to applicable law. The Client is responsible for ensuring that Products could be used in such countries.
- I. Shall use Products to its sole responsibility and should have extensive knowledge about the system and safe operations. Embention will not be responsible for damages caused during any operation.
- J. Is responsible for the use of Products and shall indemnify and hold Embention harmless from and against any and all costs, losses or damages of any kind, including attorney's fees, which Embention may suffer or incur, and from and against any and all claims, costs, losses or damages of any kind suffered or incurred by the Client or others.

- K. Client understands and recognizes that Product needs a specific technical integration to adaptate it to Client's final vehicle and processes, which may vary depending on different conditions. Client perfectly knows the type of product it is purchasing and that it is the sole responsible if the Product needs any kind of further adaptation, variation or development in order to adapt it to it´s personal project and holds Embention harmless from any responsibility in this regard. Any help given by Embention to this matter, would be independently quoted to the Client and paid to Embention as agreed by Parties.

6. TRADEMARKS AND IP RIGHTS

- A. The Client may not use the logo or Embention Trademark unless Embention gives the corresponding written approval.
- B. Each Party retains any right, title and interest (including all Proprietary Rights) in and to its Retained Intellectual Property. "Retained Intellectual Property" consists of each Party's concepts, algorithms, data, designs, developments, documentation, drawings, hardware, improvements, information, products, inventions, IP, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights.
- C. IP rights, patents, designs, trademarks, algorithms, prototypes, final prototypes, know-how, ideas, validations, certifications, works, processes, products, hardware/software, etc., developed at any time or delivered by Embention are and will remain the property of Embention.
- D. Unless otherwise agreed by Parties, Embention does not grant the Client any rights, including, but not limited to, ownership rights, license, reproduction/reconstruction rights nor rights of use, modify or transfer any IP or option rights to any information disclosed under this Agreement.
- E. Client undertakes not to register, either within or outside the Spanish national territory, any industrial or IP right, trademark, logo, name, symbol, graphic, name, domain name or any other element or material in relation to any signs or creations, the same or similar, derived from or imitating the IP rights property of Embention object of this Agreement and.
- F. Retained Intellectual Property could not be modified, commercialized, distributed, sold, licensed or sub-licensed, traded or exposed for the sale, and only could be used for the purposes of this Agreement.

7. WARRANTY

- A. Embention warrants the quality and compliance of the Products for a period of two (2) years from the delivery of each Product.
- B. Warranty won´t apply if Products are modified/manipulated by Client in a manner not contemplated in the applicable specifications documents. Modifications/repairments shall be done by Embention or in accordance with Embention´s instructions.
- C. Embention warrants that Products do not infringe any intellectual property right held by any third party.
- D. In order for Client to exercise the warranty, Client must give Embention written notice of such nonconformity within the warranty period, and Embention must determine if such nonconformity is covered or not by the warranty.
- E. If Embention considers warranty shall apply to any Product after Client's nonconformity claim, Embention will decide to correct any material errors in the provision of the Products or to replace them if they do not conform to the warranty.
- F. Any repair or replacement out of warranty shall be expressly authorized by Embention. Costs of (including, but not limited to) work, shipment and repair outside the framework of this warranty shall be charged by Embention to Client.

- G. Embention is not responsible for Client Product configuration or integration on its own vehicles, aircraft or systems. Any request by the Client to Embention in this sense would be invoiced and paid separately.
- H. Warranty only applies to Products designed and manufactured by Embention. Third party products distributed by Embention as distributor, will be covered exclusively by manufacturer conditions.

8. RETURNS

- A. Products could only be returned to Embention for maintenance/repair in case of Embention's acceptance, after Client's request. If Embention authorizes the return of any Product for maintenance/ repair, Client undertakes to follow Embention return instructions.
- B. A Return Merchandise Authorization (RMA) number must be requested to Embention prior to any return. Return shipments without a RMA shall be refused and returned to the Client.
- C. Shipping return costs and responsibilities of returned products from Client to Embention will be paid by Client. All replaced components shall become the ownership of Embention.
- D. Shipping costs of repaired Products from Embention to Client will be paid by the Client, unless warranty applies to the repair.
- E. Warranty will not apply if defects in the Products are a consequence in full or in part of incorrect, careless or incompetent use by the Client such as, but not limited to: falling or impact damage, fire or water damage, sparks, wrong connection or if the Client, without the permission of Embention, has introduced modifications in the products.
- F. Embention is not responsible for any cost or legal responsibility that occurs due to a misapplication of the return procedure.

9. TERMINATION

- A. Embention may terminate this Agreement at any time upon ten (10) calendar days prior to written notice to the Client in the event that the Client breached any of its obligations and such breach, having been amicably claimed, was not cured on or before the expiration of such period ("**Cure Period**"). Notwithstanding the above, in case of any breach of payment obligations, the Cure Period shall be ten (10) calendar days.

10. FORCE MAJEURE

- A. Neither Party shall be liable to the other Party for delay or failure to perform any of its obligations, other than an obligation to pay money, arising under this Agreement or any PC or PO issued by Client and accepted by Embention hereunder, resulting from events of force majeure ("**Force Majeure**"), including, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, epidemic, pandemic, riots, wars (whether declared or undeclared), hostilities, civil commotion, strikes, lockouts and labor disputes (other than those affecting only the labor force of the affected Party), interruption of its or its sub-suppliers supply, inability to obtain fuel, power, raw materials, components, technology or freight or transportation services, any law or regulation, any decision by any judicial or arbitral tribunal or any other acts of any government or any agency or instrumentality thereof or persons purporting to act with governmental authority, or any other cause beyond the reasonable control of such Party or which such Party is not able to overcome by the use of reasonable measures or which such Party is able to overcome only at substantial expense.
- B. If any such event of Force Majeure should occur, the affected Party shall give written notice thereof to the other Party within three (3) calendar days of it becoming aware of such event. If any such event of Force Majeure continues, in whole or in substantial part, whether continuously or intermittently, for a period of ninety (90) calendar days or more, the other Party may terminate this Agreement or any relevant Order or both by registered letter with acknowledgement of receipt sent to the affected Party.

11. CONFIDENTIALITY

A. Interpretation

For the purposes of this Agreement the following phrases shall have the following meanings:

- "*Confidential Information*" shall mean, (including but not limited to) any information, document, material, images or data disclosed or made available by a Party to the other, in writing, presentially, orally or as a recorded in any possible media, via telephone, email, fax, or letter, between any member, employee, director or similar related person to any Party.

Confidential Information, shall mean, including but not limited to:

- a. Business plans, financial reports, legal information, contract information, financial data, employee data, customer lists, forecasts, strategies, and any business information.
- b. Product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished or published patent applications, patents, trademarks, intangibles, internal processes, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, software or firmware code, hardware configuration and construction process, semiconductor or printed circuit board layout diagrams, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, designs, surveys and/or reports of a technical nature or concerning research and development and/or engineering or other activities.
- c. Copies, notes, documents, informs, presentations, abstracts and other tangible embodiments made by the Receiving Party for any own purpose (internal or external) that are based on or contain any of such information, as well as the existence and progress of the Purpose.

Any information will be considered as Confidential Information and protected under this Agreement whether it is identified as "Confidential" or with similar marks, or not. The absence of such marks shall not invalidate the confidential nature of any information so the Parties undertake to ask the other Party for written authorization in case of any doubt regarding the nature of any information disclosed between them, before use it or disclose it to any third party, which is prohibited under this Agreement.

Confidential Information disclosed by Embention to the Partner is categorized by Embention as Trade Secret and Business Secret according to applicable laws. So the Partner undertakes to treat this Confidential Information in accordance with this categorization.

- "*Receiving Party*": shall mean the Party to whom the Confidential Information is disclosed.
- "*Disclosing Party*": shall mean the Party who discloses the Confidential Information.
- "*Purpose*": shall mean any cooperation and works to be (or being) conducted by and between the Parties with regards to the Commercial Relation.

B. Undertakings

In consideration of the Parties disclosing Confidential Information to each other in connection with the Purpose, the Receiving Party undertakes to the Disclosing Party:

- a. To use all Confidential Information of the Disclosing Party exclusively for the Purpose;
- b. To maintain confidential all Confidential Information of the Disclosing Party that it may acquire;
- c. Except as specifically authorized in writing by the Disclosing Party, not to directly or indirectly use or disclose any of the Confidential Information of the Disclosing Party in whole or in part save for the purposes of and in accordance with this Agreement;
- d. Not to make any announcement or disclosure in connection with the Purpose or this Agreement and not to instruct any other person to do so without the prior written consent of the Disclosing Party;
- e. Not to contact or communicate with the Disclosing Party other than through the authorised persons nominated by the Disclosing Party from time to time with regard to the Purpose; and

- f. Not to make contact with the associated companies of the Disclosing Party in relation to the Purpose without written consent from the Disclosing Party.

C. Exceptions

The foregoing restrictions shall not apply to any Confidential Information of the Disclosing Party which:

- a. The Receiving Party can show was already in its possession and at its free disposal before disclosure by the Disclosing Party; or
- b. Is required to be disclosed by law or the rules of any governmental or applicable regulatory authority or under the rules of any recognised stock exchange, provided that the Receiving Party consults first with the Disclosing Party on the proposed form, nature, timing and purpose of such disclosure.

D. Confidentiality measures

To maintain the confidentiality of the Confidential Information of the Disclosing Party, the Receiving Party shall:

- a. Keep all documents and any other material bearing or incorporating any of the Confidential Information of the Disclosing Party at its usual place of business.
- b. Ensure proper and secure storage of all Confidential Information. As a minimum requirement of this clause, the Receiving Party shall protect the Confidential Information of the Disclosing Party using no less than the same standard of care that the Receiving Party applies to its own Confidential Information;
- c. Allow access to the Confidential Information of the Disclosing Party exclusively to those employees of the Receiving Party or professional advisers who have reasonable need to see and use it for the Purpose. The Receiving Party shall inform each of said employees of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof and ensure such employees comply with the confidentiality and non-disclosure obligations contained in this Agreement;
- d. Obtain from each employee of the Receiving Party and/or professional advisers having access to the Confidential Information their undertakings to maintain the same as confidential and shall take such steps as may be reasonably desirable to enforce such obligations; and
- e. Not to make any copies in any form of any documents containing Confidential Information.

The Receiving Party shall at the request of the Disclosing Party at any time deliver up to the Disclosing Party all documents and other material in the possession, custody or control of the Receiving Party, its agents employees or professional advisers that bear or incorporate any part of the Confidential Information of the Disclosing Party provided that each Party is permitted to retain Confidential information strictly to the extent (and for the time) necessary in order to comply with its regulatory, auditing and statutory obligations or any order of a competent court or body having jurisdiction.

E. Confidential Information IP

- A. Unless otherwise agreed in writing by the Parties, the intellectual property rights of the Confidential Information ("Confidential Information IP") that is the subject of this Agreement belong exclusively to the Disclosing Party, and disclosing it to the other Party for the purpose mentioned in this Agreement will not change this situation.
- B. In this regard, each Party retains any right, title, and interest (including all Proprietary Rights) in and to its Retained Intellectual Property regarding such Confidential Information IP. Retained Intellectual Property consists (not limited to) of each party's concepts, data, designs, developments, algorithms, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third-party licenses or other rights that exists prior to the effective date of this Contract.
- C. In the event that the Confidential Information or the Confidential Information IP is disclosed or used by the Receiving Party in any way other than the Purpose of this Agreement, whether by malice or by mere negligence, it will be necessary to compensate the Disclosing Party, for any damages caused, and the Disclosing Party reserves the right to bring legal actions that may correspond to it for this reason.

- D. Receiving Party does not acquire any license, rights of ownership or similar in any Confidential Information or Confidential Information IP such as (not limited to) know-how, IP rights, algorithms, ideas, validations, software, hardware development, certifications, works, final prototypes or similar processes that are and will remain property of the Disclosing Party.
- E. Confidential Information and Confidential Information IP could not be modified, commercialized, distributed, sold, licensed or sub-licensed, traded or exposed for the sale, and only could be used for the purposes of this Agreement.

12. PERSONAL DATA PROTECTION

- A. Client undertakes to process the personal data to which it has access or which it is provided by Embention for the purpose of this Agreement in accordance with Embention's instructions and in any case in compliance with the European applicable regulations on the protection of personal data, as well as not to disclose such data to third parties, even for reasons of their conservation, and to apply all legally required security measures in order to preserve the integrity, confidentiality and availability of personal data.
- B. Client obligations under this Agreement shall apply from the entry into force of this Agreement and after its termination. Client shall be responsible for the performance of such obligations by its personnel in connection with the performance of the Agreement.
- C. If third parties access Personal Data belonging to Embention, they must undertake to comply with all the commitments assumed by Client under this Agreement or others that the applicable data protection legislation requires at any time.
- D. Once the Agreement has ended, Personal Data must be destroyed or returned to Embention, as well as any support or document containing any Personal Data subject to processing. The return of the Personal Data of Embention by Client to Embention shall be carried out, where applicable, in the format and on the media used at that time by Client to store such data.

13. MISCELLANEA

- A. Parties may not assign/transfer their position on this Agreement to third parties without written consent of the other.
- B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.
- C. Embention reserves the right, at any time, to make any changes, updates or, modifications on this General Conditions.
- D. In case of termination of this Agreement by any cause Embention shall not be bound to compensate or indemnify the Client for current or future loss of profit, any expenses, investments or commitments acquired by the Client in relation with this Agreement.
- E. Failure by either Party to exercise any of its rights, powers or remedies under this Agreement or its delay to do so shall not constitute a waiver of those rights, powers or remedies. Such failure to exercise or partial exercise by a Party of a right, power or remedy shall not prevent its subsequent exercise or exercise of any other right, power or remedy.
- F. Agreement interpreted according Spanish Law. Disputes in connection with it, shall be referred to the Courts of Alicante, Spain.



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