

Terms and Conditions of Purchase

1. Definitions and interpretations

1.1 In these Conditions:

- 1.1.1 all references to "Clause" or "Clauses" are made to the clauses of this Conditions unless the context requires otherwise;
- 1.1.2 the words below have the meanings next to them:

'Affiliate' means an entity that controls, is controlled by, or is under common control with (directly or indirectly, and through one or more intermediaries) a Party to this Agreement;

'Agreement': means, together and collectively, these Conditions, the Purchase Order and Specific Conditions to which these Conditions apply, as well as the Code of Conduct and any other terms accepted by the Parties from time to time, including through the Portal, applicable to the subject matter of this Agreement;

'Ancillary Material': means the systems, concepts, brands, logos, marks, slogans, digital scans, promotional material, packing material, packaging, art works, illustrations, documents, instructions, manuals, databases, drawings, information, designs, specifications, formulae, test results, software, inventions, tooling, display equipment, point of sale and merchandising material, labels, models, samples, photographs or other similar materials developed for, or used in relation to, a Product or Service;

'Client': means Purchaser's clients who, where Products or Services are to be provided directly to the Client(s) are referred to in the Purchase Order;

'Code of Conduct': means the code of conduct and standard operating procedures and policies of the Purchaser, provided to, updated and accepted by the Supplier, including through the Portal, and all alterations, variations and updates notified by the Purchaser to the Supplier, to be complied by the Supplier in the performance of its duties and obligations under this Agreement;

'Commissioned IPR': has the meaning set out in Clause 16.1;

'Commissioned Product': means a new Product developed and/or manufactured by the Supplier pursuant to the request, and/or Specifications and/or direction of the Purchaser;

'Conditions': means these terms and conditions of purchase;

'Confidential Information': means all information or data disclosed by the Roca Group to or obtained by the Supplier and/or its Affiliates which relates to the business of the Roca Group, including any information relating to the designs, drawings and/or plans of the products and their parts, or of the toolings, or the projects and drafts of such designs, drawings or plans, or its manufacturing process, the operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, clients and any other business affairs of sensitive nature of the Roca Group;

'Country of Destination': means the country in which the Products are to be sold, used and/or transformed by Purchaser, agreed in the Specifications, Specific Conditions, or previously notified to the Supplier prior to the date of the Purchase Order (or, in the absence of such, the country of incorporation or residence of Purchaser);

'Damage(s)': means any and all liability, damage, expense and cost (including, without limitation, reasonable attorney's fees and other costs of defense) arising out of any non-fulfilment by Supplier or its Affiliate or Group Company of its obligations, representations and warranties under this Agreement, and/or arising out of any act or omission by Supplier or its Affiliate or Group Company which is non-compliance with this Agreement, any law, regulation or requirement applicable to Supplier;

'Delivery': has the meaning set out in Clause 4.1;

'Delivery Place': means the location for Delivery of the Products or Services to Purchaser, or the Client, as agreed in each Purchase Order.

'Developed IPR': has the meaning set out in Clause 16.8;

'Direct Delivery': means a delivery made directly by or on behalf of the Supplier to a Client, including a home delivery or postal delivery;

'Due Date': has the meaning set out in Clause 4.1;

'Forecast': means any forecast of the likely amount of Products that Purchaser may require from the Supplier (but shall exclude any Purchase Order);

'Fixed Price Term': means the period during which there will be no changes to any Prices, as set out in Clause 13.5;

'Incoterms': means the 2020 International Commercial Terms, published by the International Chamber of Commerce;

'IPR': means intellectual property rights, including but not limited to: patents, patentable rights, copyright (including rights of authorship) and related rights (e.g. rights in computer software and others), design rights, utility models, trademarks, service marks, trade names and related goodwill, rights in unfair competition and similar, rights in inventions, process, formulas, improvements, rights in data, database rights (in each case whether registered or unregistered), technical and commercial information, rights in know-how, trade secrets and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country whether or not registered and all pending applications for and right to apply for or register the same and to claim priority from (present and future, and including all renewals, extensions, revivals and all accrued rights of action);

'IPR Information': means any design drawings, specifications, prototypes, details of the individuals who created the Commissioned IPR or the Developed IPR and with information as to the novelty and origin of the material in which the Commissioned IPR or the Developed IPR subsists;

'Jointly Developed Product': means a Product that is based on or derived from an existing Supplier OTS Product but which has been developed, improved, customised, enhanced or modified for the purposes of being supplied under this Agreement;

'OTS Product': means a Product from the Supplier existing range and which is supplied to Purchaser without any further development, improvement, customisation, enhancement or modification;

'Own Brand': means any brand, logo or trade mark which: (a) has been developed by the Supplier or a third party for Purchaser or any Roca Group company; or (b) incorporates all or part of the name of a Purchaser or any Roca Group company; or (c) is already owned by a Purchaser or any Roca Group company; or (d) is being or has been used by Purchaser or any Roca Group company without reference to the Supplier; or (e) is developed at the cost of Purchaser or any Roca Group company (whether directly or indirectly); or (f) is developed by the Supplier jointly with Purchaser or any Roca Group company; or (g) is otherwise intended by the Parties as being a brand to be owned by or for exclusive use of Purchaser or any Roca Group company;

'Own Brand Products': means the Products which bear an Own Brand;

'Parties': means, collectively, Purchaser and the Supplier;

'Party': means, indistinctly, Purchaser or the Supplier;

'Portal': means the online procurement portal of Roca Group to which the Supplier has previously registered;

'Price': means the price of each Product or Service;

'Products': means the goods and materials, including, without limitation, products, parts or components, as the case may be, services (which may include Ancillary Material) supplied by the Supplier to Purchaser in fulfilment of a Purchase Order;

'Product Recall': has the meaning set out in Clause 17.1;

'Public Safety Notice': has the meaning set out in Clause 17.1;

'Purchase Order': means the formal order of purchase of Products and/or Services described in Clause 3, issued by the Purchaser to the Supplier in the framework of this Agreement and to which these Conditions apply (for avoidance of doubts, the Purchase Order is deemed to always include the Conditions);

'Purchaser': means the Roca Group company acting as purchaser of the Products and/or Services subject to this Agreement;

'Purchaser Background IPR': IPR owned by Purchaser (whether alone or jointly with anyone else) and Purchaser's rights under licences of, and consents in its favour to IPR of any third party, as at the date of the relevant Purchase Order;

'Rejected Products': has the meaning set out in Clause 6.1;

'Roca Group': means Roca Sanitario, S.A. (a company incorporated in Spain with company number A08037392), the companies directly or indirectly controlled by Roca Sanitario, S.A. and the ultimate holding company of Roca Sanitario, S.A.;

'Services' means the services (which may include Ancillary Material) rendered by the Supplier to Purchaser in fulfilment of a Purchase Order;

'Specific Conditions': means the specific terms and conditions in relation to the purchase of Products and/or Services that might be agreed by the Parties in writing, including through the Portal;

'Specifications': means the specifications relating to the design, appearance, packaging, required quality standards and certifications, quantity, quantity per package and any other feature, drawing or description of the Product(s) and of its components and/or any Service specification, and such other Product and/or Service specifications as contained in the Product Order, the Specific Conditions and/or as the Purchaser may communicate to the Supplier or the Parties may agree in writing from time to time, including through the Portal;

'Supplier': means the person named as the "Supplier" in the Purchase Order to which these Conditions apply or acting as the supplier and/or provider of Products and/or Services under the Specific Conditions agreed between the Parties;

'Supplier Background IPR': means all IPR subsisting in the Products and/or Services and/or related Ancillary Material which are owned by the Supplier, or which the Supplier has the right to use or license, and which are existing as at the date of the relevant Purchase Order;

'Tooling': means the moulds and any other equipment or tooling (including any material or software) required for the manufacture, assemble, package, storage and/or delivery of the Products and/or Services.

1.2 In these Conditions unless the context requires otherwise:

1.2.1 the singular includes the plural and vice versa; references to any gender include every gender;

1.2.2 the terms "including", "include", "in particular" or any similar expression shall not limit the sense of the words preceding those terms and shall be construed as if followed by the words "without limitation";

1.2.3 references to a "person" include individuals and, corporations, companies and other associations or legal entities;

1.2.4 a reference to any provision of any regulation will be construed as a reference to the regulation in force.

2 Subject matter and status of the Conditions

2.1 These Conditions apply to the purchase of the Products and/or Services by the Purchaser to the Supplier. This Agreement, including the terms of the Purchase Order and the Specific Conditions have been negotiated between the Parties. The terms of this Agreement cannot be modified by any other terms referred to in any quotation or any delivery note, acceptance of order or correspondence of any Party or elsewhere or implied by trade, practice or course of dealing or otherwise. If there is any conflict or inconsistency between any of the following documents, the following descending order of precedence will apply: (1) Purchase Order, including its specifications regarding the Product, Service, Prices and Delivery requirements; (2) the Specific Conditions agreed by the Parties; (3) these Conditions; (4) the Code of Conduct.

2.2 No addition to or variation of the terms of the documents shall be binding upon either Party unless specifically agreed in writing and signed by the relevant authorised signatory of each Party.

2.3 The United Nations Convention on Contracts for the International Sale of Goods (Vienna) 1980 shall be excluded from the Agreement, and any Purchase Order placed under it.

3 Order process and Forecast

Order Process

3.1 Purchaser may purchase the Products and/or Services by placing a Purchase Order to the Supplier (through the Portal if the communications between the Parties are performed through it or, if not, through the communication method used by the Parties in accordance with this

Agreement). Supplier will transmit the Purchase Order written confirmation or rejection to Purchaser electronically, through the Portal if the communications between the Parties are performed through it or, if not, through the communication method used by the Parties in accordance with this Agreement, within the maximum period of three (3) working days from the placement of the Purchase Order by the Purchaser. Failure by the Supplier to issue a written confirmation within the said term will be deemed an acceptance of the Purchase Order. Supplier shall not be entitled to reject a Product Purchase Order if: (a) the number of units of the Products which are the subject matter of the Purchase Order is equal or lesser than the number of units set out in the Forecast applicable to the period in which the Purchase Order has been placed; and (b) if the Delivery date is not a date earlier to the relevant Delivery date set out in the Forecast applicable to the period in which the Purchase Order has been placed.

3.2 Where Purchaser issues a Purchase Order to Supplier, the Supplier shall deliver the Products and Services on time and in full in accordance with each Purchase Order and these Conditions.

3.3 Supplier will only sell Products and/or render the Service to Purchaser pursuant to the corresponding Purchase Order. Nothing in the Agreement, including the Purchase Order, shall require Purchaser, to: (1) place any other Purchase Order with Supplier; or (2) purchase a particular volume of Products or Services from Supplier, unless specified in the relevant Purchase Order or Specific Conditions.

3.4 By agreement between the Supplier and Purchaser (such agreement shall not be unreasonably delayed), Purchaser may cancel or change all or part of any Purchase Order after it has been received and accepted by the Supplier. Until a Purchase Order is accepted by the Supplier, Purchaser is not bound by such Purchase Order and may revoke, modify or change the Purchase Order at any time.

Non-Binding Forecast

3.5 During the term of this Agreement, Purchaser may deliver to Supplier a Forecast in relation to the number of units of the Products required to be manufactured, assembled, packaged and/or supplied by Supplier in the following period indicated in the Forecast and the estimated dates and Delivery places that the Purchaser will likely require such Products for Delivery.

3.6 Any Forecast provided to Supplier by Purchaser shall not be a guaranteed purchase commitment or otherwise represent a binding obligation of the Purchaser.

4 Delivery

4.1 The Supplier shall deliver Products and Services in accordance with each Purchase Order, the Specifications and as set out in these Conditions or as otherwise instructed by Purchaser ("**Delivery**") at the time ("**Due Date**") and to the place ("**Delivery Place**") set out in the Purchase Order. Supplier shall upload to the Portal if the communications between the Parties are performed through it or, if not, shall provide to the Purchaser through the communication method used by the Parties in accordance with this Agreement, the correspondent Purchase Order dispatch advise.

4.2 Any delivery note accompanying a Delivery which is signed or stamped by or on behalf of Purchaser is simply an acknowledgement of Delivery's receipt and will not constitute an acceptance that the Products or Services comply with the Purchase Order, Specific Conditions and these Conditions. Inspection by Purchaser does not relieve the Supplier of its responsibility or liability for the Products and Services and does not imply Purchaser's acceptance of the Products or Services. Any obligation of Purchaser under the applicable law to inspect the Products or Services or to notify the Supplier of any defects within a certain period of time is hereby excluded to the extent legally possible. Any Purchaser's inspection of the Products shall not restrict or prejudice Purchaser's rights to claim against Supplier for breach of this Agreement if on a later date it is confirmed that the Products do not fulfil the Specifications or any other requirements as to these Agreement, or are not consistent with the Purchase Orders placed by Purchaser or are otherwise defective; and will be without prejudice (i) to any hidden defects in the Products that are or become known at a later date, and (ii) to Supplier's product warranty.

4.3 Supplier will not be liable for any delay or failure to supply Products or Services arising from circumstances beyond its reasonable control if it

- notifies Purchaser of such circumstances promptly and offers to supply the Products or Services on the same terms when such circumstances have passed. Purchaser shall, at its sole discretion, accept such a new offer or propose alternative terms. If such circumstances continue for a period longer than 30 days, each Party may cancel the affected Purchase Order without any liability towards the other Party. The circumstances which are considered beyond a Supplier's control include but are not limited to: declaration of war, military activities, disorders, blockades, earthquakes, floods (including high water, water bodies overflow, raising of ground waters, etc.), fires or other natural disasters, as well as actions of the governmental authorities, embargoes and other events and circumstances, the Parties were not aware of on the date of the issuance of each relevant Purchase Order or the Parties were unable to foresee or prevent by any reasonable measures, and which hinder or make impossible the fulfilment by the Parties of their obligations hereunder. The existence of a force-majeure circumstance in the applicable cases shall be evidenced by the competent authorities of the country where the Supplier is incorporated.
- 4.4 In order to assist Purchaser in fulfilling its obligations in a timely manner, the Supplier shall (at its own cost) timely upload to the Portal if the communications between the Parties are performed through it (or, if not, shall provide to the Purchaser through the communication method used by the Parties in accordance with this Agreement) and make available to the Purchaser the following documents:
- 4.4.1 commercial invoice;
 - 4.4.2 packing list;
 - 4.4.3 transport document;
 - 4.4.4 certificate of origin;
 - 4.4.5 fumigation or the treatment certification and any other certificates required for the shipment; and/or
 - 4.4.6 such other documents as may be reasonably requested by Purchaser.
- If the Supplier fails to provide all of the required documents to Purchaser, Supplier shall indemnify Purchaser for any costs incurred as a result of such failure.
- 4.5 Unless otherwise agreed in writing (in the Purchase Order or the Specific Conditions), the Supplier shall be responsible (at its risk and cost) for the transportation and Delivery of the Products to the Delivery Place, including but not limited to, the following: loading and unloading charges, packaging, verification and Product labelling, handling and storage, and costs of transportation to the Delivery Place.
- 4.6 If Supplier is required by the relevant Purchase Order to provide certain documents to Purchaser, the Supplier shall ensure that those documents are accurate.
- 4.7 Where the Supplier fails to deliver the Products in accordance with the Delivery terms or in the Due Date (other than as a result of the act or omission of Purchaser and subject to Clause 4.3), Purchaser may (in addition to any other rights):
- 4.7.1 cancel or vary the whole (or any uncompleted part) of the Purchase Order, without incurring any further obligation towards the Supplier;
 - 4.7.2 purchase substitute Products to other suppliers, not having to disburse any penalty towards the Supplier; and/or
 - 4.7.3 claim from the Supplier and/or deduct from the amounts payable to the Supplier any costs, expenses and/or losses incurred by Purchaser or penalties payable by the Supplier as a consequence of such failure in the Delivery (including any costs for packaging repair or substitution and re-processing due to incorrect quantity per package).
- 4.8 The Supplier shall carry out Services at the agreed locations at the Due Dates according to the Specifications and good industry practice and standard. The Supplier shall document the performance of Services and provide such documents to Purchaser upon request or completion of the Services, at the latest together with the Supplier's invoice. If a deliverable or a specific result is to be achieved through the Services, the provisions of these Conditions relating to Products shall apply accordingly.
- 4.9 The Supplier shall ensure that its personnel performing the Services, in particular when working on Purchaser's or Client's premises, is not considered having entered into or being entitled to enter into an employment relationship with Purchaser or Client. In the case of a breach, the Supplier shall indemnify Purchaser against all related costs, expenses, damages or other losses.
- 4.10 If the Supplier is required to operate on premises owned or operated by or on behalf of Purchaser, then the Supplier shall comply with all Purchaser's site safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending site induction training, removing all rubbish, debris, surplus materials and temporary structures, and leaving the site tidy. The Supplier bears the risk of loss and damage for all materials used or to be used until completion of the Agreement.
- ## 5 Ownership and risk
- 5.1 Unless otherwise stated in the Agreement, the ownership of Products supplied by the Supplier will pass to Purchaser on the earlier of:
- 5.1.1 Delivery of the Products to Purchaser;
 - 5.1.2 Payment for the Products by Purchaser to the Supplier; or
 - 5.1.3 Direct Delivery of Products to a Client.
- 5.2 Unless otherwise stated in the Agreement, the risk in the Products will pass to Purchaser on Delivery. In respect of Direct Deliveries, risk will pass from the Supplier directly to a Client upon satisfactory Direct Delivery having been made.
- ## 6 Damaged, defective, and faulty Products; defective Services
- 6.1 Whether the Products supplied are not in accordance with the relevant Purchase Order, Specifications and/or these Conditions (including any warranty given by the Supplier), Purchaser may (without prejudice to any other rights): (a) cancel the specific damaged, defective or faulty Products (or relevant Purchase Order and/or the entire delivery and/or any subsequent and/or outstanding Purchase Order in the event of defects in more than 5% of the delivered Products) and reject the Products ("**Rejected Products**"); and/or (b) require the Supplier to correct the defect or replace the Rejected Products (at Purchaser's option) at the Supplier's cost, and/or (c) require the Supplier to collect the Rejected Products from their current location within seven (7) days from this requirement and issue the corresponding invoice for the correct amount (for sake of clarity, Purchaser shall not be obliged to pay any amount to the Supplier in relation to the Rejected Products). If the Supplier has not collected the Rejected Products within the 7-day notice period, Purchaser may return the Rejected Products to the Supplier at the Supplier's cost, being issued the corresponding invoice for the correct amount and for the full cost of the Rejected Products together with any carriage, storage or disposal charges. Purchaser may, acting reasonably and at the Supplier's cost, dispose of Rejected Products if they pose a risk of causing harm to people, property and/or the environment or where it is not reasonably practical or economic to return the Rejected Products to the Supplier.
- 6.2 Rejected Products returned by a Client will be processed by or on behalf of Purchaser and, where required, the Supplier shall collect such Rejected Products within 7 days of the notice to the Supplier and issuing the corresponding invoice for the correct amount.
- 6.3 Purchaser or the Client may, within a reasonable lifespan of the Products (which shall be no less than the longest of: (i) applicable guaranty period established by the regulation applicable for the Product; or (ii) the warranty given by the Supplier) or such other longer period as may be stated by applicable law or the Supplier in any advertising, public statement, labelling or correspondence with any company of the Roca Group, return at the cost of the Supplier any Products that, in the reasonable opinion of Purchaser or the Client, do not comply with Clause 10.
- 6.4 If the Services performed fail to conform with the Specifications and/or Supplier's Warranties ("**Defective Services**"), then, without prejudice to other rights or remedies Purchaser may have under the Agreement or any

other legal grounds, Purchaser may, at its option choose one or several of the following remedies:

- 6.4.1 require the Supplier to re-perform the Services free of charge and as soon as is reasonably practicable;
- 6.4.2 require the Supplier to reduce pro-rata the compensation allocable to the Defective Services;
- 6.4.3 obtain the Services from a third party and require the Supplier to reimburse for all reasonable costs and expenses thereby incurred;
- 6.4.4 terminate the Agreement and refuse to accept any further performance of Services under the Agreement;
- 6.4.5 claim compensation from the Supplier for all costs, expenses, damages and other losses incurred by Purchaser due to the Defective Services.

7 Clients' returns and compensation

- 7.1 Where Products are rejected by a Client due to damage and/or defects or where a Client notifies Purchaser of such damage or defect, Purchaser will decide whether to offer repair, replacement or refund (partial or full) in respect of the relevant Products. This Clause 7.1 shall not apply to the extent that the Products are damaged or become defective due to the negligent act or omission of Purchaser or a Client or their respective employees, agents or contractors.
- 7.2 Where a Purchaser offers the option of repairing the Product to the Client, the Supplier will start the repair work within the period of time specified in Purchaser's notification to the Supplier of the need for repairing the relevant Product.
- 7.3 Where Purchaser offers the option of replacement to the Client, the Supplier will provide replacement Products to Purchaser (or, at Purchaser's discretion, to the Client) within the period of time detailed in Purchaser's notification to the Supplier, at no extra cost to Purchaser. Where a replacement Product requires installation, the Supplier will reimburse to Purchaser all costs incurred by Purchaser for carrying out such work by Purchaser itself or a third party.
- 7.4 Whether Purchaser refunds a Client (whether partially or in full) in respect of any Product pursuant to Clause 7.1, Purchaser will notify the Supplier and the Supplier will, at Purchaser's request, credit Purchaser for the value of the refund paid by Purchaser to the Client (without prejudice to Purchaser's right to claim the Supplier the Damages suffered).
- 7.5 Supplier shall in any case be obliged, at Purchaser's request, to compensate Purchaser or any Roca Group Company for all and any Damages suffered due to the defective Products or due to any other breach or default of this Agreement by Supplier, including storage costs and any other expenses incurred by any Roca Group company in respect of the same.

8 Shortages and over-delivery

- 8.1 In relation to any shortage in the quantity of Products delivered to Purchaser arising from an error and/or non-compliance of the Supplier, all such shortages may be treated, to the discretion of the Purchaser taking into account the nature of the shortage, as Deliveries not in accordance with the Delivery terms or the relevant Purchase Order, Specifications and/or these Conditions (including any warranty given by the Supplier), and the Purchaser may require the Seller (in addition to any other rights of the Purchaser) to issue the corresponding invoice for the correct amount.
- 8.2 The Supplier acknowledges the importance to Purchaser of delivering the correct quantities of Products as specified in the Purchase Order, and that Purchaser may suffer losses and Damages when incorrect quantities of Products are delivered. Accordingly, Purchaser shall not be responsible for Products delivered in excess of the quantity detailed in the Purchase Order.

9 Inspection and quality control

- 9.1 Purchaser and/or its independent auditors, agents, representatives (including personnel and technicians) or consultants shall have the right to inspect from time to time the Supplier records relating solely to the

manufacture and/or supply of Products to Purchaser and/or inspect the Supplier policies and procedures and to audit its compliance with regards its obligations laid down in Clause 20. Any inspection process shall be subject to reasonable prior written notice to the Supplier. In addition to any such inspection, the Supplier shall promptly supply to Purchaser all data, test results, quality control data or certification data relating to the Products or any other Product data reasonably required by Purchaser.

- 9.2 Provided reasonable notice is given by Purchaser to the Supplier, and subject to the obligations of confidentiality contained in Clause 21, the Supplier shall allow and ensure Purchaser and/or its agents/sub-contractors unrestricted access to inspect the premises used in the manufacture and/or assembly of the Products and/or used in any other way relating to the production or supply of the Products (including the use of any of Purchaser IPR) and it shall allow Purchaser and/or its agents/sub-contractors to review quality control tests relating to the Products.

10 Conditions of supply

- 10.1 The Products delivered by the Supplier, or an authorized third party, must be: (1) compliant with the Purchase Order, (2) of high quality, appropriate for the purpose for which products of the kind in question are commonly supplied (or any particular purpose made known to the Supplier by Purchaser) and free from any defects; (3) safely usable and without any risk of causing death, injury, loss or damage; and (4) consistent with any sample or Specification previously supplied to and approved by Purchaser. Supplier will not modify the Products or the Specifications of the Products without Purchaser's prior written consent, and Supplier will promptly implement all changes to the Specifications and the Products jointly agreed by the Parties in writing, or, if so notified and reasonably justified by Purchaser, to fulfil, following Purchaser's instructions, the changes required by the mandatory regulations applicable to the Products.
- 10.2 The Products, the supply of them by the Supplier and its performance of its obligations under the Agreement, including the Purchase Order, will not infringe the IPR of any third party and must comply in each and every respect with all relevant legal, regulatory and other requirements in force, including applicable health and safety law and environmental law; the requirements of the Code of Conduct; all legal, regulatory and other requirements (including those relating to the design, manufacture, sale, packaging, labelling, safety standards and use of the Products) applicable in the Country of Destination.
- 10.3 The Supplier shall have procedures and systems in place to ensure that Products comply with the requirements set out in Clause 10.2 and will provide Purchaser, at its request, with documentation certifying the Products' compliance with these requirements, including technical files, test results, certifications, Safety Instruction Manual and any additional documentation reasonably required by Purchaser.
- 10.4 Whether any Product does not comply with the requirements of the Agreement, including the Purchase Order, the Supplier shall, at Purchaser's request, provide it with all relevant information and documentation.
- 10.5 All packaging supplied to Purchaser by Supplier shall be in accordance with the Specifications. Supplier commits to support Purchaser's efforts to totally eliminate the use of plastic materials in their packaging, or to substitute such plastic materials by 100% biodegradable plastics (Supplier further undertakes to achieve this commitment without any impact in the quality of the Products and to put its best efforts to execute these modifications with the lowest possible cost increase). Unless otherwise defined in the Specifications, Supplier shall be responsible for ensuring a packing material suitable for long distance freight transportations and well protected against dampness, moisture, shock and rust. Supplier shall be liable for any damage to the Products on account of improper packing or improper protective measures. Supplier undertakes to help Purchaser to continuously improve the packaging and loading of the Products in order to make the most of the available container space.
- 10.6 If the Supplier has been accredited with European Union Authorised Economic Operator status, it shall provide Purchaser with a copy of the certificate evidencing such accreditation.
- 10.7 If the Supplier has not been accredited with European Union Authorised Economic Operator status, it hereby declares that:

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- 10.7.1 all Products are stored, prepared, loaded and unloaded in secured business premises, and secured loading and shipping areas are protected against unauthorised interference during storage, preparation, loading, transport and unloading;
- 10.7.2 trained staff are employed for the storage, preparation, loading, transport and unloading of the Products; and
- 10.7.3 all sub-contractors are aware of the obligations in Clauses 10.7.1 and 10.7.2.
- 10.8 At Purchaser's request, and if applicable, the Supplier will provide it with a comprehensive list of materials and substances in relation to the Products (including their packaging), according to the regulations on registration, evaluation, authorisation, and/or restriction of chemicals applicable in the Country of Destination.
- 10.9 Supplier will (i) maintain manufacturing and storage facilities, Tooling, resources and sufficient inventory of materials, parts, components and Products to comply with the established in this Agreement (e.g. Purchase Orders and Forecasts) and in safe and good storage and in a good and suitable condition of usage for the manufacturing activities, performing at its own cost the adequate maintenance and repairs; and (ii) be responsible for procuring any materials, parts, components and Products necessary to carry out its obligations under this Agreement.
- 10.10 If the Tooling or any part of it is the property of Purchaser or any Roca Group company or are designed to produce the Products under the Specifications or containing IPR of the Purchaser or any Roca Group company, Supplier: (i) may not utilize such Tooling for the purpose of producing Products or providing Services to third parties or make any modifications in the Tooling without prior written authorization of the Purchaser; (ii) may not transfer or sell such tooling; (iii) shall protect the Tooling from third party rights and seizures; and (iii) shall at any moment keep the Tooling free from any charges or encumbrances. Additionally, such Tooling shall display on its surface and in a fixed manner: (i) the Tooling ID number; (ii) the Tooling manufacturing date; (iii) the wording "Property of" followed by the name of the Purchaser or the relevant Roca Group company owner of the said Tooling. It is acknowledged by the Parties that the Tooling paid by Purchaser or any Roca Group company is and shall remain the exclusive property of Purchaser or such Roca Group company.
- 11 Indemnity and Representations**
- 11.1 Supplier shall indemnify and hold Purchaser harmless against and from all costs, liabilities, Damages, penalties, expenses and other losses incurred or suffered by Purchaser arising out of or in connection with claims (including claims from Clients), demands or proceedings taken against Purchaser, as a result of:
- 11.1.1 any failure of the Products or defectiveness of the Services;
- 11.1.2 any infringement or alleged infringement of IPR (or other rights) of third parties but excluding where the infringement or alleged infringement relates to instructions of Purchaser;
- 11.1.3 any claims made against Purchaser with respect to the Products and/or Services under any relevant legislation or laws relating to Product and/or Service liability, but excluding claims arising from acts or omissions of Purchaser.
- Unless otherwise agreed in writing by the Parties, Purchaser will be entitled to lead the legal defence strategy, in any procedure in relation with the Products and/or Services, and Supplier shall comply and cooperate with Purchaser.
- 11.1.4 any non-compliance of the Supplier (i) with all requisite governmental, statutory and other regulatory licences, approvals, authorisations, registrations and consents (including, without limitation, any export licences and any environmental or safety approvals) for the performance of Supplier's activity and, in particular, for the manufacturing, supply and Delivery of the Products in any country in the world, (ii) with any applicable legal and regulatory requirements (including legal, tax, environmental, labour, health and safety and any other) and codes of practice in connection with the performance of its obligations under this Agreement, and/or (iii) not do or permit anything to be done which might cause or otherwise result in a breach by Purchaser of the same;
- 11.2 Supplier shall be solely responsible for the employment of the employees needed for the fulfilment by Supplier of its duties under this Agreement, including the recruiting, payment of remuneration, training and generally management of the human resources for the above stated needs. Supplier shall ensure the compliance with all applicable labour law related obligations, including those relating to health and safety measures and training, payment of the remuneration to the employees, registration, reporting and payment of the social security contributions, withholding income taxes and other legally or contractually required payments. Supplier shall indemnify and hold Purchaser harmless against and from all costs, liabilities, Damages, penalties, expenses and other losses incurred or suffered by Purchaser arising out of or in connection with claims (including claims from Clients), demands or proceedings taken against Purchaser in relation to the present obligation.
- 12 Insurance, Product Warranty and Service Warranty**
- Insurance**
- 12.1 The Supplier shall arrange and maintain, at its own cost, all insurance customary and on terms common in the industry and satisfactory to Purchaser, in particular a professional, public and product liability insurance. The Supplier shall produce evidence of such insurance to the Purchaser upon request. For the avoidance of doubt, the insurance coverage shall not limit in any way the Supplier's responsibility and liability for its Products delivered and Services performed to Purchaser and/or Roca Group Companies.
- Product Warranty**
- 12.2 Without prejudice to any warranties under the Agreement or any other legal grounds, the Supplier warrants that the Products and any its parts or materials will (i) be fit for the intended purpose or any special purpose as defined in the Purchase Order, Specifications or Specific Conditions; (ii) conform to the Specifications and all relevant statutes, regulations and legislations; (iii) be new and unused, of sound materials and workmanship and free from any defects (latent or otherwise); (iv) conform to all applicable international and local laws and regulations relating to the design, manufacture, sale, packaging, labelling, safety standards and use of the Products, which are in force on the date of delivery; (v) be accompanied by all information, warnings, instructions and documentation relevant for the use, storage, operation, consumption, transportation and disposal of such Products; and (vi) unless agreed otherwise, conform to the representations and warranties in the Supplier's literature and advertising materials. Such warranty is in favour of Purchaser, Roca Group Companies and of the Clients and end consumers and applies for a period of five (5) years from the date of delivery of the Product to the Delivery Place (the Product warranty referred to in this Clause shall apply to all replaced and repaired Products for a term of 5 years from the new date of delivery of such repaired or replaced Products), unless a different term is established in the Purchase Order or the Specific Conditions or any longer period is stipulated by the applicable law.
- Service Warranty**
- 12.3 In addition to any other warranties Purchaser may have under contract or any other legal grounds, the Supplier warrants that all Services will be performed (i) with a degree of high professional skill, sound practices and good judgment normally exercised by recognized professional firms providing services of a similar nature, (ii) in full compliance with all applicable laws and (iii) so as to ensure that the Services completed under the Agreement are free from defects in materials and workmanship and are fit for the intended purpose. Such warranty applies for a period of 24 months after proper and correct completion of the Services or any longer period stipulated by the applicable law or in the Agreement.
- 13 Price**
- 13.1 The Price of the Products and/or Services shall be the price detailed in each Purchase Order.
- 13.2 The Price charged by the Supplier shall be on the basis of Delivery in accordance with Clause 4 and, without prejudice to the established in the Purchase Order and Special Conditions, "all included" (i.e. the Supplier

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shall not be entitled to make any additional charges for the administration, packaging, shipping, carriage, insurance, repair, or Delivery of the Products, as well as all travel expenses, food and beverage, accommodation and other costs related to the Services, or any other concept).

- 13.3 The Supplier will be liable for bearing all taxes and other duties arising in connection with the supply of the Products and Services except those that must be borne by Purchaser, or the Client, in accordance with the mandatory laws of the Country of Destination.
- 13.4 Any changes to the Prices shall be agreed in writing between the Purchaser and the Supplier as established in the Specific Conditions, this Conditions and following the procedures of the Portal if the Parties are registered in it.
- 13.5 There will be no changes to any Prices during the fixed price minimum term that the Parties may have agreed or each of its renewals ("**Fixed Price Term**"), applicable to that Price as per (in the following descending order of precedence): (1) Purchase Order; (2) the Specific Conditions; or (3) the Prices per Product unit and/or Service uploaded by the Supplier to the Portal with the indication of the period of validity of such Prices (if there is no other specific agreement between the Parties in relation to a minimum fixed price term); unless otherwise agreed in writing between the Parties. Before the end of the Fixed Price Term the Parties will negotiate in good faith and providing reasonable arguments the new Prices and term of such Prices. If no agreement is reached, Purchaser may request to the Supplier (and the latter will be bind by such request) to supply the Products and/or Services during a maximum term of 6 months following the end of the last Fixed Price Term period and at the Price in force during the referred Fixed Price Term.

14 Payment

- 14.1 The Supplier will invoice Purchaser for the Products supplied and/or Services rendered in accordance with the established in the Purchase Order and these Conditions. The invoices shall comply with the legally established requirements. Each such invoice will be paid by Purchaser in accordance with the Agreement. No supplied Products or Services will be paid for if the Supplier has not issued and delivered the invoice to the Purchaser under the terms expressed in this Agreement and in compliance with current regulations.
- 14.2 In the event the Purchase Order or the Specific Conditions does not establish the payment milestone of the Price, it shall be invoiced by Supplier to Purchaser within 30 days from Delivery of the Products or completion of Service, and such invoice shall be paid by Purchaser within 60 days from the reception by the Purchaser of the Supplier's duly prepared and accurate invoice (or the maximum payment term applicable according to the law governing this Agreement, if such maximum term is less than the established in this Clause), all of that in case of a correct receipt of the Products and/or Services, free of any defects, by Purchaser. If permitted in accordance with the applicable laws, Purchaser may group several invoices together to be paid on the same date, during the month in which the due date takes place, including the last day of such month. In the event of either of these payment days coinciding with a holiday, the payment shall be made the following working day. All invoices and all payments for Products and/or Services under this Agreement will be made in the currency established in the relevant Purchase Order.
- 14.3 Purchaser is authorized to (i) set off any and all indebtedness owing by Purchaser and/or any company of the Roca Group, to the Supplier and/or Supplier's Affiliates, against any and all of the Supplier's obligations under this Agreement; and (ii) withhold payment of any disputed or insufficiently documented amounts included in any invoice.

15 Termination

- 15.1 Without prejudice to the termination rights that may correspond to the Supplier in accordance with this Agreement or the mandatory law governing this Agreement, Purchaser may terminate the Agreement, including each relevant Purchase Orders, by giving written notice to the Supplier:
- 15.1.1 If any of the events referred to in Clause 15.1.1 occur in relation to the Supplier:

- (a) the Supplier proposes to its creditors any arrangement in satisfaction of its debts; or
- (b) the Supplier is unable to pay its debts or a dissolution petition is presented; or
- (c) the Supplier files for any bankruptcy or insolvency proceeding; or
- (d) the Supplier has a receiver, or a liquidator appointed; or
- (e) the Supplier commits a breach of the Agreement, including each Purchase Order, and it is not remedied within 15 days from the date of a notice sent from Purchaser to the Supplier specifying the breach and requiring it to be remedied; or
- (f) the Supplier breached any of its obligations under the Clauses 11 ("Indemnity and Representations"), 12 ("Insurance, Product Warranty and Service Warranty"), 16 ("Intellectual Property"), 20 ("Legal and Ethical Compliance") and/or 21 ("Confidentiality and use of data"), or any exclusivity agreements existing between the Parties; or
- (g) the Agreement establishes a Fixed Price Term and the Parties fail to reach an agreement on the Prices for the Products or Services before the end of the Fixed Price Term; or
- (h) the Supplier becomes directly or indirectly controlled by a competitor of any Roca Group company or undergoes any change of ultimate ownership in more than a 20% of its share capital or voting rights (to this effect, any direct or indirect change of control shall be notified by the Supplier to the Purchaser, identifying the ultimately controlling entity).
- 15.1.2 At any time and for any reason whereupon all work on the Agreement shall be discontinued and Purchaser shall pay to the Supplier a fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include any penalty, loss of anticipated profits or any consequential loss. Purchaser may request that any Products and Services or results of Services to which the payment of compensation by Purchaser pertains shall be delivered to Purchaser in their current state.
- 15.2 Where the Agreement is terminated (be it by notice or by expiry of its term), the Parties shall continue to perform all Purchase Orders that remain outstanding at that time unless Purchaser informs the Supplier otherwise. The performance of the outstanding Purchase Orders shall be done in accordance with the terms and conditions set out in the Agreement, including each corresponding Purchase Order.
- 15.3 With the exception of what is provided for in the preceding Clause 15.2, Supplier will immediately stop using any Roca Group company IPR at termination of this Agreement (irrespective of the reason for such termination) and will deliver to Purchaser all materials that contain any such IPR, regardless of its form. At or after expiry or termination (irrespective of the reason for such termination) Purchaser is entitled to cancel, revoke, transfer or withdraw any governmental registration or authorization permitting Supplier to use the such IPR, and Supplier will assist Purchaser with such cancellation, revocation, transfer or withdrawal as requested by Purchaser.
- 15.4 From the date of any written notice given under Clause 15.1, Purchaser may withhold monies due to the Supplier on account of the projected cost of returned Products. Any monies withheld on account of returned Products will be calculated on the basis of the Supplier's historical returns rate, and monies will be returned once a satisfactory conclusion has been reached relating to any returns over the period of 12 months from the date of termination.
- 15.5 Purchaser may, at its sole discretion, within 3 months after the date of termination, purchase from the Supplier at the Price applicable under the terms of this Agreement, all stocks of the Products manufactured, or

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assembled or packaged pursuant to the date of termination, all work in progress and all stocks of materials, parts or components.

- 15.6 If the Products supplied by the Supplier under this Agreement are Commissioned Products, Jointly Developed Products and/or Own Branded Products, the Supplier will actively cooperate with the Purchaser and, as the case may be, any new supplier indicated by Purchaser, in the transfer to such new supplier of the supply and related activities (e.g. design, manufacturing, packaging and others).
- 15.7 If the Tooling or any part of it is the property of Purchaser or any Roca Group company or are designed to produce the Products under the Specifications or containing IPR of the Purchaser or any Roca Group company, upon termination of this Agreement for any reason, the Supplier, subject to a discretionary request by Purchaser, will freely deliver to Purchaser all such Tooling property of Purchaser or any Roca Group company or, under Purchaser's discretion, destroy it. In case such Tooling is not the property of Purchaser or any Roca Group company but contains Purchaser's IPR or IPR licensed to the Purchaser, if so required by the Purchaser, the Supplier shall transfer such Tooling for the price agreed by the Parties or, in absence of agreement, for their amortized book value (for that purpose, Supplier shall adopt an "open books" approach, letting the Purchaser or the Purchaser's agents and/or consultants to perform all reasonable inspections, including of the referred equipment). In no case such Tooling shall be used for the production of any Product or item in breach of Purchaser's and/or any Roca Group company IPR.
- 15.8 Unless in case of transfer to of the supply and related activities to a new supplier as per Clause 15.6, Supplier will, after the termination of this Agreement and for a period of 10 years after the date of effective termination, continue to sell and supply Purchaser, on Purchaser's demand, with spare parts and components of the Products at a price which is consistent with the price applied to such spare parts immediately prior to termination and, in any event, at a price not higher than the market price applicable at that time to similar products. If Supplier has any exclusive right to any such spare part and/or component and fails to provide Purchaser with such spare parts and/or components during the referred period for a reason not attributed to the Purchaser, the Purchaser shall be entitled to manufacture by itself or to commission the manufacturing of such spare parts and/or components to a third party.
- 15.9 Expiration or termination of this Agreement for any reason will not release any Party from its liabilities or obligations under this Agreement that: (i) the Parties have expressly agreed will survive any such expiration or termination; or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

16 Intellectual Property

Commissioned Products

- 16.1 All IPR in Commissioned Products (or any part thereof) and/or related Ancillary Material created by Supplier or on its behalf for or with Purchaser, including IPR in any improvements, enhancements and/or modifications made by the Supplier to Purchaser's and/or any Roca Group company's existing designs, products, tools or materials ("**Commissioned IPR**") shall become the property of the Purchaser and is covered by the Price for the Products and/or Services. The Supplier hereby fully assigns to Purchaser (with full title guarantee by way of present and future assignment) all Commissioned IPR to the fullest extent. Notwithstanding the above, if any Commissioned IPR does not vest in Purchaser automatically, the Supplier hereby grants to the Purchaser in advance an unconditional, irrevocable, transferable, exclusive and worldwide license in any Commissioned IPR, either in their original or in any modified form, free of charge. Supplier shall not use any Commissioned IPR other than for the purposes of the Agreement.
- 16.2 The Supplier shall provide Purchaser with any information reasonably requested by Purchaser relating to any Commissioned IPR to enable Purchaser or its assignee to apply for registration of any registrable Commissioned IPR or to prove the subsistence, ownership and validity of, or to enforce or defend, any Commissioned IPR.
- 16.3 The Supplier agrees to execute all documents and to do any other acts and things reasonably necessary to further assure and/or confirm Purchaser's title to any Commissioned IPR, including entering into confirmatory assignments, and to allow Purchaser to assess and enforce

its rights in the Commissioned IPR. This may involve the Supplier providing Purchaser with the IPR Information. Where Supplier engages the assistance of third parties in creating the Commissioned IPR, it shall notify Purchaser and obtain its express consent in advance of such engagement, and the Supplier shall procure that such third parties provide Purchaser with IPR Information, ensure at the outset that such third parties assign any Commissioned IPR to Purchaser and provide Purchaser with documentation evidencing such assignment and waiver.

- 16.4 Upon request, the Supplier shall provide to Purchaser written absolute waivers from all authors of any copyright of protected works forming part of the Commissioned IPR and/or related Ancillary Materials in relation to all their moral rights arising under the applicable law and, so far as is legally possible, the waiver of any broadly equivalent rights such authors may have in any territory of the world.
- 16.5 To the extent that the Commissioned Products and/or related Ancillary Materials require the use of Purchaser Background IPR or Commissioned IPR to produce, the Supplier is granted with a non-exclusive, non-transferrable, non-sublicensable, royalty free licence to use such IPR only for the purpose of the production of the Commissioned Products and/or related Ancillary Materials for supply to Purchaser and/or Purchaser Affiliates. Supplier will not, and will ensure that its Affiliates and any related third party do not design, manufacture, assemble, package, supply and/or deliver the Commissioned Products, or products containing or developed or manufactured using any Purchaser Background IPR or Commissioned IPR, to or for the benefit of any party other than the Purchaser or a Roca Group company. During the term of the Agreement, Supplier and/or its Affiliates will not advertise its own products with characteristics similar to the Commissioned Products with a reference designation "fits to..." or similar to the Commissioned Products marketed by Roca Group.
- 16.6 The Supplier acknowledges that any rights granted by Purchaser to use any of its IPR will terminate immediately upon the termination of the Agreement for any reason or upon earlier written notice being given by Purchaser.
- 16.7 Without prejudice to Clause 16.1, the Supplier hereby grants to Purchaser, and to Roca Group, all rights to perpetually use, on a royalty free, irrevocable, sub-licensable and transferable basis, the Supplier Background IPR and any other IPR subsisting in the Commissioned Products and/or related Ancillary Material to the extent reasonably required by Purchaser to manufacture, market, promote, display, distribute and sell the Commissioned Products in any territory of the world and in any manner considered appropriate by Purchaser, including via the internet or other electronic or digital means and via any platforms for advertising and/or promotion whether now known or invented in the future.

Jointly Developed Products

- 16.8 All IPR (which is not Supplier Background IPR) incorporated or present in Jointly Developed Products, tools and/or related Ancillary Material created by the Supplier or on its behalf for or with Purchaser ("**Developed IPR**") will vest in the Purchaser and is covered by the Price for the Products and/or Services. The Supplier hereby fully assigns to Purchaser (with full title guarantee by way of present and future assignment) all Developed IPR to the fullest extent. Notwithstanding the above, if any Developed IPR does not vest in Purchaser automatically, the Supplier hereby grants to the Purchaser in advance an unconditional, irrevocable, transferable, exclusive and worldwide license in any Developed IPR, either in their original or in any modified form, free of charge. Supplier shall not use any Developed IPR other than for the purposes of the Agreement. The Supplier shall:
- 16.8.1 Provide Purchaser with any information reasonably requested by Purchaser relating to any Developed IPR to enable Purchaser or its assignee to apply for registration of any registrable Developed IPR or to prove the subsistence, ownership and validity of, or to enforce or defend, any Developed IPR. The Supplier agrees to execute all documents and to do any other acts and things reasonably necessary to further assure and/or confirm Purchaser's title to any Developed IPR, including entering into confirmatory assignments, and to allow Purchaser to assess and enforce its rights in the Developed IPR. This may involve the Supplier providing Purchaser with IPR Information. Where Supplier engages the assistance of third parties in creating the

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Developed IPR, it shall notify Purchaser and obtain its express consent in advance of such engagement, and the Supplier shall procure that such third parties provide Purchaser with IPR Information, ensure at the outset that such third parties assign any Developed IPR to Purchaser and provide Purchaser with documentation evidencing such assignment and waiver.

16.8.2 Upon request, the Supplier shall provide to Purchaser written absolute waivers from all authors of any copyright of protected works forming part of the Developed IPR and/or related Ancillary Materials in relation to all their moral rights arising under the applicable law and, so far as is legally possible, the waiver of any broadly equivalent rights such authors may have in any territory of the world.

16.9 The Supplier hereby grants to Purchaser, and to Roca Group, a non-exclusive, irrevocable, sub-licensable, transferable, royalty free, perpetual licence to use any of its Supplier Background IPR (and any other IPR subsisting in the Jointly Developed Products and/or related Ancillary Material not already owned by Purchaser) in order to manufacture, market, promote, display, distribute and sell the Jointly Developed Products in any territory of the world and in any manner considered appropriate by Purchaser, including via the internet or other electronic or digital means and via any platforms for advertising and/or promotion whether now known or invented in the future.

16.10 To the extent that the Jointly Developed Products and/or related Ancillary Material require the use of Purchaser Background IPR or Developed IPR to produce, the Supplier is granted a non-exclusive, non-transferable, non-sublicensable, royalty free licence to use such Purchaser IPR only for the purpose of the production of Jointly Developed Products and/or related Ancillary Material for Purchaser and/or Purchaser Affiliates. Supplier will not, and will ensure that its Affiliates and any related third party do not design, manufacture, assemble, package, supply and/or deliver the Jointly Developed Products, or products containing or developed or manufactured using any Purchaser Background IPR or Developed IPR, to or for the benefit of any party other than the Purchaser or a Roca Group company.

16.11 The Supplier acknowledges that any rights granted by Purchaser to use any of its IPR will terminate immediately upon the termination of the Agreement for any reason or upon earlier written notice being given by Purchaser.

Supplier OTS Products

16.12 The Supplier hereby grants to Purchaser, and to Roca Group, a non-exclusive, irrevocable, sub-licensable, transferable, royalty free, perpetual licence to use the Supplier Background IPR and any other IPR subsisting in the Supplier OTS Products and/or related Ancillary Material in order to incorporate, fit, market, promote, display, deliver, distribute and sell the OTS Products (separately or as a component of a product) in any territory of the world and in any manner considered appropriate by the Purchaser and/or Roca Group, including via the internet or other electronic or digital means and via any platforms for advertising and/or promotion whether now known or invented in the future.

Own Branded Products

16.13 If the Supplier is supplying Own Brand Products, Purchaser grants the Supplier a non-exclusive, non-transferable, non-sublicensable, royalty free licence to use and apply the Own Brand solely in connection with the manufacture and supply to Purchaser of the Own Brand Products. The Supplier shall apply the Own Brand only in the form and style supplied by Purchaser, and shall comply with all other instructions given by Purchaser in relation to the use of the Own Brand. The Supplier acknowledges that Purchaser is the owner of the Own Brand, and that any goodwill derived from the use by the Supplier of the Own Brand shall accrue to Purchaser.

16.14 Any Own Brand Products not supplied to Purchaser or a Roca Group company (including Rejected Products or Own Brand Products which are returned to a Supplier) shall not be sold or otherwise disposed of by Supplier except with the prior consent of Purchaser.

16.15 Supplier will not include in the Own Brand Products, their components and their packaging any reference to Supplier, its Affiliates, their corporate names, their trademarks or other references except to the extent legally

required for the identification of Supplier as being the manufacturer of the Own Brand Products and following the instructions of the Purchaser.

No Assignment of IPR

16.16 Except as expressly set out in the Agreement, it is not granted to (i) the Supplier any rights to any Purchaser Background IPR or any of its Commissioned IPR or Developed IPR, or (ii) Purchaser any rights to the Supplier Background IPR and any other IPR subsisting in the Supplier OTS Products and/or related Ancillary Material.

Supplier's IPR Warranties

16.17 Without prejudice to the established in this Agreement and in relation to any Supplier Background IPR and, in general, any IPR contributed or used by the Supplier, the Supplier represents and warrants to the Purchaser that:

16.17.1 such IPR contains all the intended information and data relevant (i) for the design, manufacturing and assembly of the Products, (ii) to ensure that the Products can be installed and can be properly operated, and that such Products can be duly maintained and repaired (as needed);

16.17.2 it has full and unquestionable or (at least) sufficient title to manufacture, supply and deliver the Products to the Purchaser and that the Purchaser shall not, in any way, be prevented or restricted from commercialising the Products in any territory of the world due to a lack or restriction of title to such IPR;

16.17.3 if, in the course of this Agreement, Supplier uses any third party IPR, it has obtained such IPR from the legitimate owners and/or holders of such IPR all necessary rights in favour of the Purchaser so that the Purchaser shall not, in any way, be prevented or restricted from manufacturing and commercialising the Products in any territory of the world due to a lack or restriction of title to such elements.

16.18 In the event of an infringement of third party rights, Purchaser shall be free, without prejudice to its claims against Supplier, to acquire the licenses required for the distribution, operation, use, sale, recall and utilization of the Products in breach of the IPR at a reasonable price at Supplier's expense.

Prohibited Actions

16.19 Without prejudice to the other prohibitions or limitations of use of the IPR and for sake of clarity, the Supplier shall not perform the following actions, which are listed in a non-exhaustive manner:

16.19.1 use the Purchaser's or any Roca Group company IPR in a way or for a purpose not covered by this Agreement or without Purchaser's prior written consent, which can be withheld in Purchaser's sole discretion;

16.19.2 attack the title or rights of Purchaser or Roca Group companies to the Own Brand, IPR and products designs, contest the validity of the Own Brand, IPR and Product designs, or impair, violate, dilute or infringe the Own Brand, IPR and/or Product designs by taking or failing to take any action;

16.19.3 claim any right, title or interest in or to the Own Brand, IPR and products designs adverse to Purchaser or Roca Group companies, or anyone claiming through them;

16.19.4 misuse, harm or bring into disrepute the Own Brand, and Roca Group companies IPR and/or products designs;

16.19.5 register or apply to register for Supplier's direct or indirect benefit any Own Brand or any mark which consists of, contains, or is similar to any Own Brand, in Purchaser's reasonable opinion and/or IPR and/or product design that cause the same overall impression among consumers than Roca Group company's IPR;

16.19.6 use any name or mark other than those Own Brand, IPR and/or products designs designated by Purchaser or Roca Group companies for use at the Product;

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- 16.19.7 transfer or sublicense any of the Roca Group company's Own Brand, IPR and/or products designs or any other rights to which it may be entitled under this Agreement; and
- 16.19.8 commence any legal action, file any defense, settle or otherwise compromise, or seek any relief or remedy with respect to any claim or assertion by or against third parties related to the Roca Group company's Own Brand, IPR and products designs.
- 16.20 If Supplier's use of a Roca Group company IPR does not conform with this Agreement and/or with the direction given by Purchaser, then Supplier will immediately stop the non-conforming use and, follow, if any, and implement the instructions provided by Purchaser.
- 16.21 Supplier will immediately give written notice to Purchaser of any infringement or threatened infringement of any of the Roca Group company IPR which will come to its notice. Purchaser may take such action as it considers appropriate but will not be obliged to institute or defend any action in respect of such infringement or other matters.
- 16.22 Where any IPR over the Products pertains to any Roca Group company, Purchaser may, at its own expense and option, defend or take part in any action brought by a third party against the Supplier in relation to such IPR.
- 17 Product recall**
- 17.1 Where Purchaser or the Supplier reasonably believes that a Product may be generally defective in such a way that would either implement a general recall of all such Products sold ("**Product Recall**"), or provide Clients with a spare part or give special advice ("**Public Safety Notice**"), that Party will promptly inform the other of the relevant circumstances. Upon Purchaser or Supplier giving or receiving such information, the Supplier will investigate the alleged defect thoroughly (including, if required by Purchaser, by means of appointing independent experts) at the Supplier's cost, and present Purchaser with all findings of such investigation(s) as soon as possible.
- 17.2 In the case Purchaser or Supplier consider that a Product Recall or Public Safety Notice is necessary, the Parties shall collaborate to each other to take the necessary steps as are necessary to implement such Product Recall and/or issue a Public Safety Notice. The Supplier shall bear all costs and expenses of such Product Recall and/or Public Safety Notice.
- 17.3 Where, following the receipt of the findings of the Supplier's investigation, Purchaser does not consider that a Product Recall or Public Safety Notice is necessary, it may nevertheless (and without prejudice to any of its other rights under these Conditions) choose to stop selling the Products and to return any unsold Products to the Supplier by treating such Products as Rejected Products.
- 18 Assignment and subcontracting**
- 18.1 Where a Party gives its written consent to the other Party to subcontract its obligations, that other Party shall remain liable for the performance of all of its obligations under the Agreement, including each Purchase Order, and shall be responsible for the acts and omissions of the subcontractor and its employees, contractors and agents, as if they were the acts or omissions of that other Party.
- 18.2 Purchaser is entitled to assign or subcontract any or all of its rights or obligations under the Agreement and each Purchase Order, without the prior written consent of the Supplier.
- 18.3 Affiliates of Purchaser are intended beneficiaries of this Agreement and may enforce the terms of this Agreement, as third party rights granted in their favour. However, the Parties to this Agreement may rescind, vary, amend or terminate this Agreement without the consent of any Affiliate of the Purchaser, notwithstanding that an Affiliate of the Purchaser has relied on, or indicated assent to, any term of this Agreement.
- 18.4 Supplier acknowledges that it will be liable for not just the loss, Damage and expense (arising in contract, tort or otherwise) suffered or incurred by the Purchaser, but also for any such loss, Damage or expense suffered or incurred by any Affiliate of the Purchaser.
- 19 Penalty for delayed Delivery of the Products or Services**
- 19.1 The Supplier shall deliver the Products and Services to Purchaser on the dates detailed in the relevant Purchase Order.
- 19.2 Should the Supplier fail to make the Delivery of the Products and/or Services on time, the Supplier shall pay to Purchaser (without prejudice to any other rights that Purchaser may have), for every working day of delay, a penalty amounting to 0,5% of the total value of the Purchase Order whose delivery is delayed. The total amount of each penalty shall not, however, exceed 10% of the total value of the Products involved in late shipment and it may be deducted from the price due at the time of payment.
- 19.3 If the Supplier does not deliver Products or Services, Purchaser is entitled to withhold any pending payment to the Supplier regardless of such payment is due, or not.
- 19.4 Payment of the delayed Delivery penalty shall not release the Supplier from the obligation of delivering the Products and Services as set out in the Purchase Order.
- 19.5 In the case that the Supplier fails to make the Delivery three weeks later than the date established in the Purchase Order, Purchaser shall have the right to:
- 19.5.1 cancel the corresponding Purchase Order; and/or
- 19.5.2 refuse to accept any subsequent delivery of the Products and/or Services which the Supplier attempts to make; and/or
- 19.5.3 claim damages for any additional costs, losses or expenses incurred by Purchaser which are in any way attributable to the Supplier's failure to deliver the Products and/or Services on the due date.
- 20 Legal and ethical compliance**
- 20.1 In carrying out its obligations under each relevant Purchase Order the Supplier shall comply in all respects with:
- 20.1.1 all applicable legal, regulatory and other requirements, including: (1) those relating to competition and the prohibition of anti-competitive behaviour; (2) the applicable associated national and supranational regulations; (3) those relating to anti-bribery and anti-corruption; (4) those applicable to the environmental protection; and (5) any applicable equivalent or similar legislation in any other jurisdiction in which the Supplier operates;
- 20.1.2 any applicable trade, economic or financial sanctions or restrictive measures enacted by the United Nations Security Council, or the Country of Destination; and
- 20.1.3 the Code of Conduct (including any anti-corruption, ethical and environmental standards set out therein).
- 20.2 With regards to the contractual work performed in the corresponding country by the Supplier when manufacturing the Products or delivering the Services, the Supplier certifies that its employees are properly hired and registered before the competent authorities where necessary, that taxes and social security contributions are fully paid and up to date and that there are no incidents of forced or child labour.
- 21 Confidentiality and use of data**
- 21.1 In relation to the Confidential Information of the Purchaser and/or the Roca Group to which the Supplier, the Supplier's Affiliates, or any of their officers or employees may have already accessed or may access in the future, the Supplier agrees to:
- 21.1.1 ensure the strictest confidentiality over the Confidential Information and use the same degree of care to avoid disclosure of such Confidential Information as with respect to its own similar confidential and/or proprietary information, but in any event no less than a reasonable standard of care;
- 21.1.2 not use or exploit the Confidential Information in any way except for the purposes of this Agreement;
- 21.1.3 not disclose the Confidential Information to any individual or third party, except to the Supplier's Affiliates, or any of the officers or

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employees of the Supplier or its Affiliates, on a strictly "need to know" basis and previously ensuring that such entities and individuals are bound to confidentiality under terms no less protective than the terms of this Agreement (Supplier is jointly and severally liable for any act or omission of such entities and individuals which would constitute a breach of this Agreement);

- 21.1.4 not copy in any form or reduce to writing, nor reverse engineer, decompile or disassemble any Confidential Information except as may be reasonably necessary for the purposes of this Agreement;
- 21.1.5 to immediately return or destroy at its own expense, upon termination of this Agreement or request by Purchaser, all documents and materials and any copies containing, reflecting, incorporating, or based on the Confidential Information;
- 21.1.6 to process the Confidential Information in such a way that the good name and reputation of the Roca Group is not brought into disrepute.

The obligations imposed by this Clause 21.1 will remain in full force and effect notwithstanding the termination of this Agreement, during the term of five (5) years as from the termination of this Agreement. Notwithstanding the above, in the case of any Confidential Information that constitutes a trade secret, such information shall remain strictly confidential as long as it continues to be a trade secret.

- 21.2 The Supplier will comply with all applicable provisions of data protection regulations, any relevant codes of conduct and any other equivalent laws of the Country of Destination, and to which the Supplier is subject in any other jurisdiction.

- 21.3 In particular:

- 21.3.1 Either Party shall have access to the personal data (as defined by the applicable data protection regulations) contained in the Agreement, and in each Purchase Order, from time to time, as a result of executing it. In this sense, the Parties undertake to process the personal data of the counterparty only for the purposes of executing the Agreement, including each Purchase Order, since such data processing is necessary;
- 21.3.2 The personal data will be stored during the required time to fulfil the obligations set forth in the Agreement, including each Purchase Order, and to determine the possible responsibilities that could arise from said purposes and the processing thereof;
- 21.3.3 At any time, the data subjects whose data is processed may exercise their rights of access, rectification, erasure, object, portability and restriction of the processing by contacting the counterparty address contained in the Agreement.

- 21.4 The Supplier shall process all personal data (as defined by the applicable data protection regulations) provided, if applicable, by Purchaser or a third party during the course of the Agreement only to perform its obligations under the Agreement.

- 21.5 The Supplier shall:

- 21.5.1 act only on the instructions of Purchaser in relation to such personal data;
- 21.5.2 keep confidential and not use for its own purpose nor disclose to any third party any such personal data, without the prior written consent of Purchaser;
- 21.5.3 apply sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to such personal data; and
- 21.5.4 provide evidence to Purchaser, on request, of the technical and organisational measures the Supplier has taken to comply with its obligations under this Clause 21.

- 21.6 The Supplier confirms that the measures referred to in Clause 21.5 shall, having regard to the state of technological development and cost of

implementing any measures, ensure a level of security appropriate in regards with:

- 21.6.1 the harm that might result from such unauthorised or unlawful processing or accidental loss;
- 21.6.2 the destruction or damage as mentioned in Clause 21.5; and
- 21.6.3 the nature of the personal data to be processed.

- 21.7 Each Party, on request by the other Party or on termination of each Purchase Order, shall (at its own cost) deliver to the other Party any Confidential Information (including personal data) in its possession and destroy any copies of the Confidential Information it has made unless otherwise required by operation of law.

- 21.8 The Supplier shall not use or permit or encourage any third party to use the name and/or brand of Purchaser for any kind of purposes without the prior written consent of Purchaser.

- 21.9 Each Party shall indemnify and hold the other Party against and from all costs, liabilities, damages, penalties or other losses incurred or suffered by the other Party by reason of the former Party's failure to comply with this Clause 21.

22 Cumulative remedies, waiver and limitation of liability

- 22.1 All rights and remedies under the Agreement, including each Purchase Order, or in law are cumulative so the exercise of one of them, does not affect any of the others.

- 22.2 A Party's failure to exercise or enforce any of its rights under the Agreement, including these Conditions, shall not be deemed to be a waiver of any such right nor shall that failure operate so as to bar the exercise or enforcement of those rights at any future time.

- 22.3 In no event will the Purchaser have any liability to Supplier for any loss of revenue, loss of profit, loss of data or loss of goodwill, or for any indirect, punitive, special or consequential loss or damage arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including negligence) or otherwise.

- 22.4 Nothing in this Agreement will have the effect of limiting or excluding either party's liability for (i) fraud, (ii) death or personal injury caused by its negligence and (iii) any other liability to the extent that the same may not be limited or excluded as a matter of law.

23 Severability

Should any provision in this Agreement be found to be null or unenforceable (either totally or in part), such nullity or unenforceability shall only affect the relevant Clause (or part thereof), without prejudice to the remaining provisions in this Agreement, which shall continue to be binding upon the Parties. Such null or unenforceable provision shall be construed by limiting such provision so as to be enforceable to the maximum extent under applicable law.

24 Notices

- 24.1 Any notice given to a Party under or in connection with the Agreement, including each Purchase Order:

- 24.1.1 shall be in writing;

- 24.1.2 shall be signed by or on behalf of the Party giving it;

- 24.1.3 shall be sent to the Party for the attention of the contact and, alternatively, at the address referred to in Clause 24.2 or through the procedure specifically established in the Portal for certain exchange of information or notices;

- 24.1.4 shall be sent by a method listed in Clause 24.3; and

- 24.1.5 is deemed received as set out in Clause 24.3.

- 24.2 A notice for any of the Parties shall be addressed either to the address: (i) set out in the Party's information included in the Portal, or (ii) included in the last accepted Purchase Order.

- 24.3 Any notice shall be deemed to have been received:

- 24.3.1 if delivered by hand, on signature of a delivery receipt;

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- 24.3.2 if sent by certified fax, on the next working day after posting;
- 24.3.3 if sent by email included by the receiving Party for the purposes of notifications, at the time of sending;
- 24.3.4 if sent through a procedure specifically established in the Portal for certain exchange of information or notices, at the time of completion of the established sending process.

25 **Governing law and jurisdiction**

- 25.1 The entire Agreement, including each Purchase Order, and all contractual and non-contractual matters arising in connection with it shall be governed and construed according to the laws applicable in the country in which the Purchaser has its registered office, without regard to principles of conflicts of laws and excluding application of the UN-Convention on Contracts for International Sale of Goods.
- 25.2 The Parties shall submit any dispute, controversy, court action or claim - including any non-contractual dispute – (“**Dispute**”) arising out of or in connection with the Agreement (including as to its validity, performance, interpretation and termination), exclusively to the appropriate court in the country or jurisdiction in which the Purchaser has its registered office and at the place of such registered office.
- 25.3 To the extent permitted by applicable law:
 - 25.3.1 Supplier shall only submit a Dispute against Purchaser to the court set out in Clause 25.2 above;
 - 25.3.2 Purchaser may submit a Dispute against Supplier to any court of competent jurisdiction (including to the court of general jurisdiction at the place of the registered office of the Supplier).
 - 25.3.3 In case Purchaser opts to submit a Dispute to the court of general jurisdiction at the place of the registered office of the Supplier, the governing law of the Agreement shall be the law applicable in the country of the court to which such Dispute is submitted

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