



GENERAL TERMS AND CONDITIONS OF INTERZERO ESPAÑA AND AUTHORIZED REPRESENTATION SERVICES

1. CONTENT AND VALIDITY OF THE GENERAL TERMS AND CONDITIONS

- 1.1.** General Terms and Conditions of the company INTERZERO ESPAÑA S.L. (hereinafter INTERZERO) and Authorized Representation (hereinafter: »General Terms and Conditions«) regulate mutual rights and obligations between INTERZERO and its Partners with place of business outside the Kingdom of Spain (i.e. in a member state of European Union or third countries) relating to the appointment of INTERZERO as an Authorized Representative of the Partner, as well as other special agreements between the Partner and INTERZERO relating to their cooperation in the field of the waste management.
- 1.2.** The Partner appoints INTERZERO as its Authorized Representative in the field of waste management upon the conclusion of an agreement, which enters into force when duly signed by representatives of all parties (hereinafter referred to as: "the Agreement"). The Agreement shall be concluded in written or in electronic form without the use of a secure or other electronic signature, whereby scanned form of the Agreement shall have the status of an original and shall have the equivalent effect to the written form.
- 1.3.** These General Terms and Conditions form an essential component and integral part of all mutual rights and obligations of the parties arising from the Agreement referred to in the previous Paragraph and supplement the Agreement between the parties hereof, or in the absence of a special agreement between the parties, regulate their mutual rights and obligation related to their cooperation on the waste management system.
- 1.4.** The General Terms and Conditions are binding for all parties in the same way as the Agreement, whereby in the event of collision of the General Terms and Conditions and the Agreement, the latter shall apply.
- 1.5.** The General Terms and Conditions in force at any given time are always published on the INTERZERO's website and are also available at place of business of INTERZERO in a written form, whereby INTERZERO shall always deliver the copy of the General terms and Conditions to the Partner upon its written request.
- 1.6.** By signing the Agreement, the Partner declares, that he has knowledge about the General Terms and Conditions valid at the time of concluding the Agreement and he declares that he is acquainted with the content of the General Terms and Conditions, he fully agrees with them and accepts them as an essential component of the Agreement and the legal relationship with INTERZERO relating to the management of waste in Kingdom of Spain and he is aware that the General Terms and Conditions may be amended during the term of the Agreement unilaterally by INTERZERO in accordance with Article 10 of these



General Terms and Conditions and accepts the responsibility for continuous monitoring of their valid versions as published and available in accordance with Paragraph 1.5 of these General Terms and Conditions.

- 1.7.** Both parties agree that the application of these General Terms and Conditions is an essential component of the contractual relationship between them in the field of waste management and therefore these General Terms and Conditions as valid at any given time during the term of the Agreement, always apply.
- 1.8.** If not otherwise expressly agreed in a special agreement between the parties in writing, the application of any general business terms and condition of the Partner is excluded in relation to the regulation of mutual relationship between the parties in the field of waste management.
- 1.9.** If Partner's general business terms and conditions in accordance with preceding Paragraph apply, it is mutually agreed that in the event of non-compliance or collision between the Partner's general business terms and conditions and these General Terms and Conditions, the latter shall apply and fully annul and replace all provisions of the Partner's general business terms and conditions, regardless of the moment of the receipt or the issuance of individual of aforementioned general terms and conditions.
- 1.10.** Special conditions of INTERZERO relating to the collaboration, which in any way change or supplement the provisions of these General Terms and Conditions or the provisions of the Agreement, are valid only if they are issued or agreed in accordance with Paragraph 1.2 or Paragraph 1.5 of these General Terms and Conditions. In the event of a discrepancy between the provisions of such special conditions and these General Terms and Conditions, the provisions of the special conditions shall apply. However, in the event of any inconsistency between the provisions of the General Terms and Conditions or the special conditions with the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 1.11.** In the event of a conflict between the applicable regulations in the field of activities provided by INTERZERO in the Kingdom of Spain with the provisions of these General Terms and Conditions or the Agreement, the provisions of these General Terms and Conditions and the Agreement shall prevail, unless the provisions of the applicable regulations are cogent and mandatory. If individual situations are not regulated by the General Terms and Conditions or the Agreement, the provisions of the applicable regulations shall apply.
- 1.12.** These General Business Terms and Conditions enter into force on the day they are issued and published by INTERZERO in accordance with Paragraph 1.5 of these General Terms and Conditions.



2. DEFINITIONS AND TERMS

2.1. The terms used in these General Terms and Conditions shall have the following meaning:

- a The Extended Producer Responsibility system (hereinafter referred to as: the “EPR system”) means a set of measures that ensure that in the Territory of the Kingdom of Spain producers of certain products, subject to the extended producer's responsibility (hereinafter referred to as: “EPR Products”), bear financial and organizational responsibility for the management of waste generated from such products (hereinafter referred to as: "EPR obligation").
- b EPR Products to which these General Terms and Conditions apply are:
 - i Packaging (herein after referred also as: “P”): all products of any material (also non-returnable items), used to contain, surround, or hold goods (from raw materials to finished products), to protect, handle, deliver and present goods from its manufacturer to the end user or the consumer of the packaged product, which is used in industry, crafts, trade, services, households or elsewhere. Packaging categories are primary (sales) packaging, secondary (group) packaging and tertiary (transport) packaging.
 - ii Electrical and electronic equipment (hereinafter referred to as: “EEE”): equipment that requires an electric current or electromagnetic field and equipment for the production, transmission and measurement of current and fields for proper operation and is designed for use in a voltage class not exceeding 1000 volts for alternating current and 1500 volts for direct current.
 - iii Batteries and/or Accumulators (hereinafter referred to as: “BA”): any source of electrical energy generated by the direct conversion of chemical energy and consisting of one or more primary cells (not rechargeable) or one or more secondary cells (rechargeable).
- c The Producers, also known as Product Producers, are legal or natural entities that place EPR Products on the market in the Kingdom of Spain within the scope of their business activities and thus in accordance with Spanish waste management regulation bare financial and organizational responsibility for the management of waste, generated from such products in the territory Kingdom of Spain.
- d Waste Products are wastes generated from EPR Products in accordance with applicable Spanish waste management regulations for each type of Waste Products, which include packaging waste (referred to also as: "PW").

- e** Common System denote any applicable common system, common management plan or collective scheme through which INTERZERO ensures the joint fulfillment of EPR obligations for each type of Waste Products in accordance with applicable regulations, regardless of their naming or labeling, including but not limiting to the following Common Systems:
 - i** Collective Scheme for Packaging Waste (PW);
 - ii** Joint Management Plan or Collective Scheme for Waste Electrical and Electronic Equipment (WEEE) and
 - iii** Joint Management Plan or Collective Scheme for Waste Batteries and Accumulators (WBA),
- f** Authorized Representative is a legal person or sole proprietor established in the Kingdom of Spain who is authorized in writing by the PARTNER to fulfill certain obligations within its EPR obligations related to proper management with applicable Waste Products in accordance with the Regulations on his behalf.
- g** INTERZERO is a company that, based on the authorization and consent of the Producers, acts as an Authorized Representative and ensures the joint fulfillment of EPR obligations , for the following types of waste products:
 - i** Packaging Waste (PW),
 - ii** Waste Electrical and Electronic Equipment (WEEE) and
 - iii** Waste Batteries and Accumulators (WBA).
 - iv** Other waste products subject of EPR obligations not defined in this Term and conditions
- h** The Regulations denote all the regulations in force at any given time, which regulate the management of individual Waste Products in accordance with applicable law governing environmental protection in Kingdom of Spain.
- i** PARTNER is a legal entity or sole proprietor with its place of business outside of Kingdom of Spain (i.e. in a member state of European Union or third countries) which, regardless of the sales technique used, including distance communication in accordance with the law governing consumer protection, places on the market in the territory of the Kingdom of Spain for the first time certain Waste Products to users in the Kingdom of Spain and is thus considered as the Producer (i.e. the holder of financial and organizational responsibility for the management of specific Waste Products in the territory Kingdom of Spain).
- j** General Terms and Conditions are these General Business Terms and Conditions of the company INTERZERO as in force at any given time.
- k** Agreement means an Agreement from Paragraph 1.2 of this General Terms and Conditions.
- l** The Parties are INTERZERO and the Partner.



- m** An Authorized Subcontractor is an entity that provides a certain service or services or supplies of certain goods for INTERZERO.
- n** Instruction is an individual binding rule, or a set of rules given by INTERZERO in writing or electronically, which specify in more detail the manner of fulfillment of the Partner's obligations under the Agreement or these General Terms and Conditions.

2.2. Other terms used in these General Terms and Conditions have the meaning as defined in the Agreement, but if not specifically agreed or evident from the Agreement, as defined by customs and practices established between the parties and in the applicable Regulations.

3. INTERZERO AS AN AUTHORIZED REPRESENTATIVE

3.1. If applicable Regulations stipulate that certain Producers provide or may provide certain obligations within its EPR obligations related to proper management with applicable Waste Products through an Authorized Representative, it shall be deemed that the PARTNER has by concluding the Agreement authorized and appointed INTERZERO as its Authorized Representative to meet such obligations.

3.2. The parties acknowledge that INTERZERO meets all the conditions laid down by the applicable Regulation for performing the function of an Authorized Representative in accordance with regulation governing the management of Packaging Waste (PW).

3.3. As an Authorized Representative, INTERZERO shall in the name and / or on behalf of the PARTNER, fulfill all obligations that can be fulfilled in accordance with the applicable Regulations through an Authorized Representative, and which are specified as the obligations of an Authorized Representative in the Agreement concluded between the parties.

3.4. INTERZERO shall provide its services of an Authorized Representative in the scope as defined in the Agreement. If the scope of such services is not defined in the Agreement, INTERZERO is obliged to fulfill them in accordance with the applicable Regulations.

3.5. The parties may in the case of Waste Products for which the Regulations do not provide for the appointment of an Authorized Representative, agree that INTERZERO shall provide the Partner with services that correspond to the services of an Authorized Representative or are similar in nature or purpose to the services of an Authorized Representative (for example registration of the Partner in the register of producers, notification of any change of reported information in the register, keeping and managing of records related to the waste management implications of business activities of the Partner, etc.).



- 3.6.** In the case from preceding Paragraph the PARTNER is obliged to pay to INTERZERO the flat rate Representation Fee in accordance with the Price List for the specific Waste Product, enclosed to the Agreement in its appendix or included in the Agreement itself. If the applicable Price List does not stipulate the Representation Fee for such Waste Product, the PARTNER is obliged to pay INTERZERO an annual flat rate fee corresponding to the usual Representation Fee charged by INTERZERO for acting as an Authorized Representative in the field of other comparable Waste Products.

In case, a partner who is not a contractual customer of INTERZERO and nevertheless independently submits a report to the competent authorities, where it is identified as part of INTERZERO's joint action plan, INTERZERO will charge as flat-rate compensation the amount that it would have for the reported quantities, billed in accordance with the price list or tariff established between the contracting parties, increased by 100%. Such compensation is justified due to the administrative and legal costs that PARTNER causes to INTERZERO.

4. OBLIGATIONS OF THE PARTNER

- 4.1.** The PARTNER reports to INTERZERO the actual quantities and/or type of obliged EPR Products and packaging placed on the market in the Kingdom of Spain in accordance with Article 5 of the Agreement.
- 4.2.** If not otherwise agreed in the Agreement the PARTNER is obliged to report the information from preceding Paragraph to INTERZERO for the periods determined as the subject of reporting duties by the relevant Regulations, no later than on the 12th day of the calendar month following the end of such reporting period. If the due date of reporting is in accordance with general regulations in the Kingdom of Spain a non-working day, the deadline for the submission of the PARTNER`s report shall expire the last working day before that.
- 4.3.** The PARTNER`s reports must be accurate and in accordance with the instruction of INTERZERO and the Agreement. The reports must be submitted to INTERZERO in a timely manner on the reporting forms provided by INTERZERO.
- 4.4.** INTERZERO may, in its own discretion, change the content, manner and interval of reporting of the Partner referred to in Article 5 of the Agreement, insofar as it estimates that the existing method of reporting prevents or complicates the fulfillment of obligations, held by INTERZERO under the Agreement in relation to each Common System and/or in accordance with the applicable Regulations. INTERZERO notifies the Partner in writing of the change in reporting, and the change takes effect on the day the Partner receives the notification.



- 4.5.** The PARTNER is obliged to announce to INTERZERO the indicative annual quantities of EPR Products the PARTNER intends to place on the market in the Kingdom of Spain in each calendar year, by submitting the "Annual Forecast" in a form provided by INTERZERO.
- 4.6.** The Annual Forecast from preceding Paragraph must be submitted to INTERZERO upon signing the Agreement and then on during the term of the Agreement for each following year no later than on December 1st of the current year for the following year.
- 4.7.** PARTNER shall upon signing the Agreement and at any time during the term of the Agreement on the request of INTERZERO immediately provide all other necessary documentation, applications, reports and data, relevant for the fulfillment of obligations of INTERZERO under the Agreement in accordance with applicable Regulations.
- 4.8.** PARTNER shall inform INTERZERO of a change of any contact, register or other relevant information regarding his status or business activities in Kingdom of Spain, such as: name of the company, business address, tax number and identification number of the company, place of business of the PARTNER, type of activity it performs in relation to Waste Products, subject to the Agreement, web page address, data on the manner of fulfilling its EPR obligations, contact person information, the type or the quantity of Waste Products placed on the market of Kingdom of Spain, etc., no later than in 14 days after such change occurs.
- 4.9.** PARTNER must give to INTERZERO prompt and accurate relevant information regarding the Waste Products subject to the Agreement for:
- a** the registration of the PARTNER in mandatory registers operated by a competent authority,
 - b** the preparations of due reports to the competent authorities,
 - c** the preparation, keeping and managing records,
 - d** calculations and/or payment of the environmental tax, if applicable and available,
 - e** the calculations of waste tariff, representation fee and other financial obligations of the PARTNER towards the EPRS, if available,
 - f** carrying out all other obligation on the behalf of the PARTNER in accordance with the Agreement.
- 4.10.** PARTNER guarantees that all information provided to INTERZERO under or related to the Agreement shall be correct, complete, perfect and accurate and PARTNER undertakes its own material and criminal liability in this regard.
- 4.11.** If the reported quantities of the EPR Products placed on the market of Kingdom of Spain or other relevant information provided by the PARTNER under the Agreement are not correct or accurate, or the scheduled reports are not provided in a timely manner, the PARTNER bears all responsibility, all costs, fines and damages due to or in connection with such omission, untimely or incorrect reporting to INTERZERO and shall reimburse INTERZERO all costs or other damages that would incur in this regard.



4.12. In the event of a delay in reporting of EPR Product quantities, the Partner is presumed to have reported the same quantity as in its last reporting. If such information on the quantity of EPR Products of the last reporting is not available, it shall be considered that the Partner has reported the quantity of EPR products equal to the appropriate share of the announced quantity in the last submitted Annual Forecast. Any reporting irregularities that may arise in this manner are the sole responsibility of the PARTNER. The PARTNER shall bear all responsibility, all costs, fines, and damages due to or in connection with such omission, untimely or incorrect reporting to INTERZERO and shall reimburse INTERZERO all costs or other damages that would incur in this regard.

4.13. INTERZERO has the right to inspect the PARTNER's documentation, necessary to determine the accuracy, correctness and completeness of the data and information (i) about the quantity of the respective products, subject to EPR, put on the market of the Kingdom of Spain, and (ii) about changes in the type, composition or characteristics of the products, subject to EPR, which may affect the joint fulfillment of obligations.

5. FINANCIAL OBLIGATIONS OF THE PARTNER

5.1. Price List. Prices for services of INTERZERO regarding the services provided for or on the behalf of the PARTNER and prices for the performance of the function of an Authorized Representative are set out in the Price List in the appendix to the Agreement.

5.2. The prices for the services and management of Waste Products are denoted as "The Tariff" and are if not otherwise defined in the Agreement specified in EUR per quantity or mass of specific Waste Product (per ton or per kilo) or service per hour.

5.3. The prices for the services of INTERZERO as an Authorized Representative and the services in accordance with Paragraph 4.6. of this Agreement are denoted as "Representation Fee" in an annual flat rate. The Tariff and annual flat rate Representation Fee can be charged annually, semi - annually or quarterly, depending on the agreement with the Partner. Invoices of INTERZERO are due in 30 days after being issued, unless explicitly agreed otherwise.

5.4. For late payments INTERZERO shall charge default interests in accordance with Spanish legislation running from the date of maturity of the invoice.

5.5. INTERZERO may, in its own discretion, unilaterally change the method and deadline for the payment obligation of the Partner, insofar as it deems that the existing method of payment prevents or significantly obstructs the fulfillment of INTERZERO's obligations under the Agreement or the implementation of specific Common System. INTERZERO



notifies the Partner in writing of the change, and the change takes effect on the day the Partner receives the notification.

6. AMENDMENT OF THE PRICE LISTS

- 6.1. Regular Amendment.** Until December, 1st of the current year, INTERZERO may for any reason unilaterally change the prices (The Tariff, Representation Fee and other prices) specified in the Price List. The regularly amended Price List shall be binding on the PARTNER from the effective date specified in the amended Price List, or at the latest from the day the PARTNER has received the amended Price List.
- 6.2. Extraordinary Amendment.** INTERZERO has the right to an extraordinary change of the Price List at any time in the following situations:
- a** INTERZERO's direct service costs for any service provided increase by at least 5% net,
 - b** the scope of obligations or services that INTERZERO is obliged to provide on behalf of the Partner in accordance with the Agreement is increased due to the amended Regulations in the Kingdom of Spain after the concluded Agreement,
 - c** other unforeseen costs incur which justifiably were not considered before concluding the Agreement.
 - d** The current services provided to the customer exceed the scope, time or service purpose of the originally contracted services and conditions, regulated in the agreement.

In the cases referred to in this Paragraph INTERZERO has the right to a unilateral extraordinary change of the Price List accordingly to the reason, which presents the basis for such change. The extraordinary changed Price List shall enter into force on the first day of the next calendar quarter after the Partner receives the extraordinary changed Price List in writing or by means of electronic communications.

7. RESPONSIBILITY

- 7.1.** The Parties shall be liable to each other for any damage resulting from a breach of the Agreement that falls within its legal sphere of influence or liability.
- 7.2.** A party shall be released from liability for partial or complete non-fulfillment of obligations under the Agreement if this has arisen as a result of force majeure. A party that is unable to fulfill its obligations under the Agreement due to force majeure must immediately notify the other party in writing of the occurrence of this event, but no later than within three (3) days from the occurrence of such force majeure. The notification must contain information on the occurrence and nature of the event and its potential consequences. The same obligation applies to notice of termination of this situation within three (3) days of the termination of the event. If a party becomes incapable of fulfilling its obligations under the Agreement due to a force majeure event without



notifying the other party, it shall lose the right to use force majeure as a justification or excuse for fulfilling its obligations under the Agreement.

8. VALIDITY AND TERMINATION OF THE AGREEMENT

- 8.1.** Unless otherwise specified in the Agreement, the Agreement is concluded indefinite for an open-end period.
- 8.2.** Either party may terminate the Agreement with a written notice of resignation in accordance with this Article.
- 8.3.** Resignation of notice of any party pursuant to this Article shall be made through a registered mail and must be received by the counter party. If the receiving party does not accept the shipment of notice of termination within 15 days after the first attempt for the delivery through registered mail, it shall be deemed to have been served upon the expiry of such 15 - day period.

Termination of the Agreement

- 8.4.** Regular Termination: Each party can terminate the Agreement without cause by delivering notice of termination to the other party. If the counterparty receives the notice of termination by September 30, at the latest, the termination shall become effective on December 31 of the calendar year in which the termination was duly noticed. In case the notice of termination shall be received by the counterparty after September 30, such termination shall become effective on December 31 of the following calendar year.
- 8.5.** Termination for Cause. If a substantial reason as stipulated in Paragraph 9.7 of these General Terms and Conditions occur, a party in whose favor these reasons are defined, has the right to terminate this Agreement for cause without notice period. The notice of Termination for cause must be sent in writing in accordance with Paragraph 9.3 of these General Terms and Conditions and shall become effective on the day on which the counterparty receives it.
- 8.6.** INTERZERO may terminate the Agreement for cause because of the following important reasons:
 - a** if insolvency proceedings have been reasonably proposed or initiated against the Partner,
 - b** if the Partner becomes insolvent, or there are reasons to initiate insolvency proceedings against the Partner,
 - c** if the Partner is no longer liable within the provisions of the Regulations,
 - d** if the Partner is late with payment of his financial obligations and does not fulfill them even within the additional period of 15 days after INTERZERO reminded him of the delay,



- e if the Partner is late in reporting the actual quantities of Products placed on the market in the Kingdom of Spain and does not fulfill this obligation within an additional period of 15 days after INTERZERO reminded him of the delay,
 - f if the Partner provides incorrect data to INTERZERO within the framework of its reporting obligation, as well as if the Partner does not allow INTERZERO to perform the inspection or control over the accuracy of the provided data,
 - g if the Partner prevents the exercise of INTERZERO's control rights in accordance with the Agreement,
 - h if the Partner seriously violates or fails to fulfill other obligations under the Agreement.
- 8.7.** The Partner may terminate the Agreement for cause for the following important reasons:
- a if insolvency proceedings have been initiated against INTERZERO,
 - b if INTERZERO is in serious breach or fails to fulfill its obligations under the Agreement and these breaches are established by a final and executable decision of the authority in charge and there are damages that could arise from such breach for the Partner.

Cancellation of the Agreement due to amendment of the Price List

- 8.8.** If the Partner does not agree with the Regular Amendment of the Price List under Paragraph 7.1 of these General Terms and Conditions, he may terminate the Agreement with a written notice no later than in 3 natural days after he received the amended Price List.
- 8.9.** The notice of termination in accordance with previous Paragraph must be made through a registered mail and it shall be deemed to have been given within the period of 3 natural days referred to in the preceding Paragraph if it was delivered by the Partner to a registered post within that period. If the Partner does not give notice of termination within the preclusive period of 3 natural days referred to in Paragraph 9.8, the right to terminate the Agreement due to Regular Amendment of the Price List ceases and the Partner is considered to agree with the new Price List.
- 8.10.** In case of timely and justified cancellation by the Partner due to regular amendment of the Price List, the Agreement expires at the end of the calendar year in which the notice of termination was given.
- 8.11.** Notwithstanding the previous paragraphs, after receiving the notice of termination from Paragraph 9.8 of these General Terms and Conditions, INTERZERO has the right to unilaterally prevent the effect of such termination if, within 8 days of receiving the termination, he notifies the Partner that he insists on the Agreement in accordance with the previously valid Price List.
- 8.12.** Partner in case of Extraordinary Amendment of the Price List in accordance with Paragraph 7.2 of these General Terms and Conditions, has no right to terminate the Agreement.



Obligations in case of given notice of termination of the Agreement

8.13. Suppose the Agreement is cancelled by either party and for any reason. In that case, both parties must fulfill all obligations related to the field of quantity reporting, quantity control and payments arising until the expiry of the Agreement.

9. ASSIGNMENT OF THE AGREEMENT

9.1. The PARTNER agrees that INTERZERO can assign the Agreement with all rights and obligations to a third party if the conditions from the following paragraph are fulfilled.

9.2. The Agreement may be assigned to a person:

- a** which is directly or indirectly equity-related to INTERZERO (e.g. subsidiary, its shareholder sister company, etc.) and
- b** that has administrative authorization to offer and comply with the services that are the subject of this Agreement.

9.3. The assignment of the Agreement to a third party takes effect on the day the Partner receives INTERZERO's notification of the assignment of the Agreement.

10. AMENDMENTS OR SUPPLEMENTS TO THE GENERAL TERMS AND CONDITIONS

10.1. INTERZERO may amend these General Terms and Conditions at any time in its own discretion.

10.2. The amended General Terms and Conditions shall enter into force on the first day of the next calendar quarter following the publication of the amended General Terms and Conditions in accordance with Paragraph 1.5 of these General Terms and Condition.

10.3. INTERZERO shall notify to the Partner the amendment of the General Terms and Conditions at least 30 days before their entry into force.

10.4. By signing the Agreement, the Partner gives its consent in advance and agrees that INTERZERO has the right to unilaterally change the General Terms and Conditions in accordance with this Article. By signing the Agreement, the Partner gives its explicit consent in advance that these General Terms and Conditions may always be changed unilaterally, especially in the following cases:

- a** the amendment of the General Terms and Conditions is a consequence of a change in the applicable regulations and the content of the General Terms and Conditions is changed to harmonize their content with the amended regulations,



- b** the amendment is a result of significant changes in the operating of the Authorized Subcontractors of INTERZERO or other subjects in the field of waste management, to which INTERZERO has to adapt,
- c** the amendment of the General Terms and Conditions does not significantly affect the rights or obligations of the Partner or is by its nature such that the Partner would sign the Agreement in all circumstances, even if the amended General Terms and Conditions were in force at the time of its conclusion.

11. FINAL CLAUSES, APPLICATION OF LAW AND SETTLEMENT OF DISPUTES

11.1. The parties agree to do reasonable effort to solve the disputes amicably.

11.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, including the breach, termination, or validity thereof, shall be finally settled by Arbitration in accordance with the Arbitration Rules of the Valencia Arbitration Centre at the Chamber of Commerce and Industry of Spain with the application of the Rules for Expedited Arbitral proceedings.

11.3. Additional arbitration provisions:

- a** The Arbitral Tribunal shall be composed of a sole arbitrator.
- b** The seat of the arbitration shall be in Valencia, Spain.
- c** The language to be used in the arbitral proceedings shall be Spanish
- d** The governing law of the Agreement and mutual legal relationship between the parties shall be the substantive law of Kingdom of Spain.

11.4. In the event any provision of this General Terms and Conditions shall be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portions shall remain in full force and effect. In such event the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

11.5. The content of the Agreement and the General Terms and Conditions supersedes all possible preliminary negotiations, correspondence, and other agreements between the parties, written, electronic or oral, concerning the subject of the Contract.

11.6. The parties shall inform each other of all important matters related to the Agreement or these General Terms and Conditions either in writing or electronically via mutually communicated e-mail addresses, unless it is expressly provided that the parties shall inform each other or give statements in written by registered mail in the Agreement or these General Terms and Conditions.