

## General Sales Terms and Conditions of PONTI & PARTNERS, SLP

General Terms and Conditions of the company PONTI & PARTNERS, SLP ( hereinafter referred to as "**the Service Provider**") with registered address at c/ Consell de Cent, 322, 08007 Barcelona (Spain), with VAT number B65475998 and e-mail address [ponti@ponti.pro](mailto:ponti@ponti.pro).

### Allocation of payments

The Client expressly authorises the Service Provider, prior communication to the Client, to use advance payments, remaining amounts or deposits made by the Client, to settle any amount owed to the Service Provider in respect of professional fees or expenses, incurred or supplemented, provided that said amount is liquid, due and payable.

### Obligation to pay professional fees

The Service Provider assumes the obligation to carry out its activity with diligence and professionalism. However, it assumes no obligation of result. Consequently, the Client's obligation to pay the fees and expenses for the services rendered is not subject to obtaining the desired result.

The Client's obligation to pay the fees and expenses is independent of any rights that may correspond to the Client before third parties for the services rendered. Accordingly, among other possible assumptions, in administrative litigation or judicial procedures, the fact that the counterpart is ordered to pay procedural costs does not exempt the Client from paying the fees and expenses that apply.

### Client's Objections

Any eventual objection from the Client in relation to an invoice issued by the Service Provider must

Joan Salvà \*\*  
Lawyer / Managing Partner  
Arnau Guardiola Ponti  
BA / Partner  
Ricardo Guerras Mazón \*\* Lawyer  
Maria Mercè Vidal \* MSc Agric. Eng.

Judit Carpio \*\* BSc Business  
Joaquim Ferrer \* BSc Electronic Eng.  
Rafael Moreno \* MSc Chemistry  
Diana Mariné \*\*/\*\*\* MSc Industrial Eng.  
Xavier Badia Lawyer  
Susana Correa Lawyer

Jesús García Dr. Ind. Engineer  
Teresa González Lawyer  
Jaume Layola Lawyer  
Cristina Margalef Lawyer  
Imma Miralles Lawyer  
Menchu Pérez Lawyer

Sònia Girona BSc Chem. Eng.  
Xavier Prados BSc Ind. Organiz.  
Josep Maria Pujals Lawyer  
Dàmaris Ansón BA in English Studies  
Ivan Mayal Tec. Eng. Computer Syst.  
Esther Sanmartín BSc Economics

be made in writing to the address [factura@ponti.pro](mailto:factura@ponti.pro) within one (1) month from the invoice date. The Client must proceed to the payment of the part of the invoice that complies.

### **Non-payment**

In case of non-payment of an invoice without having filed any objections within the time and manner set forth, the Service Provider may suspend any provision of services to the Client, and the Client will not be able to claim or complain for such suspension or the possible damages that may arise.

Any unpaid invoices will generate an interest equivalent to that legally applicable on the due date plus three percentage points. All the expenses incurred to regarding the non-payment, including lawyers' and solicitors' fees as well as legal fees, will be charged to the Client.

### **Professionals**

Even if the proposal specifies the external professionals or the in-house professionals assigned, the Service Provider will be able to replace any of them for whom it deems most appropriate, when necessary.

### **Involvement of external professionals**

Where external professionals are involved (the "external professionals"), unless expressly otherwise agreed: (i) the intervention of the Service Provider in the subject matter will be limited to coordinate and contact the external professionals; and (ii) the Service Provider will not assume any responsibility for the advice provided to the Client by the external professionals.

### **Information, documents and confidentiality**

The Service Provider will request the Client all the information and documentation that in its opinion may be useful to render the services effectively. The Client states to be empowered and authorised to send said documentation and information, and will hold the Service Provider harmless

in case of complaints made from third parties resulting from the access to the information and documentation.

The Service Provider will not be liable under any circumstances for the consequences caused to the Client regarding the use of untrue, inaccurate or incomplete information and documentation.

The Service Provider agrees to maintain the confidentiality of all the information and documentation received from the Client that is not of public domain and may only disclose it with the Client's authorization or upon request of any judicial or administrative authority.

Once the services have been rendered, the Service Provider will return to the Client all the original documentation related to the matter which led to the provision of services. The Service Provider assumes no obligation to keep, beyond legal requirements, for its files a copy of the information and documentation related to the matter which led to the provision of services, being able to destroy the information and its files without the Client's consent.

### **Termination**

Both the Service Provider and the Client will be able to finish the provision of services at any time without having to justify the decision, giving at least seven (7) calendar days of prior notification.

The Client will be required to pay the professional fees and expenses of the Service Provider incurred until the date of completion of the contracted services.

Likewise, in the event of contractual termination, all previously issued invoices shall be automatically due and payable as of the date of termination, regardless of any pre-existing terms or conditions of payment.

Unless otherwise agreed by the Client and the Service Provider, the Client's access to the PontiNet service website (extranet) will finish on the date of completion of all contracted services.

## **Responsibility**

The Service Provider assumes responsibility only for the services rendered on its behalf by the professionals and employees from the Service Provider in case of fraud, negligence or gross misconduct of them.

In no case will the Service Provider be liable for the damages resulting wholly or partially from the falseness, concealment or any other fraudulent or negligent conduct of the Client.

The responsibility of the Service Provider will be limited to direct damages (excluding, therefore, loss of profit, loss of business or reputational damage), caused to the Client.

The responsibility of the Service Provider is conditioned to the fact that the Client sends a written claim, detailing its object and the amount claimed, within a period no longer than six (6) months from the completion of the provision of services.

The possible liability of the Service Provider will take place only before the Client. The Service Provider will not be responsible for any damage caused to third parties as a consequence of the use that the Client might make of the services rendered by the Service Provider.

## **Intellectual Property**

The intellectual property rights regarding the documentation generated by the Service Provider in the provision and presentation of the services belong exclusively to the Service Provider or, where applicable, to the external professionals.

The Client will be able to use, exclusively for his own use, the documentation generated by the Service Provider and eventually, by the external professionals in relation to the provision of the contracted services. The client must not distribute this documentation to third parties in any case without prior authorization, express and written, from the Service Provider.

## **Amendments**

The Service Provider may amend these general terms and conditions at any time. The version available at [www.ponti.pro](http://www.ponti.pro) will apply.

### **Applicable law and jurisdiction**

The relationship between the Client and the Service Provider is subject to Spanish legislation.

Any dispute or controversy that may arise between the parties in relation to these GCS and/or the contracts signed hereunder shall be brought before the jurisdiction of the courts and tribunals of the city of Barcelona (Spain). Even so, the Company may bring legal action against the Client before the courts of the Client's domicile, with the safeguard of the mandatory legal provisions on this matter.

To ascertain any discrepancies or claims that may arise from the interpretation or execution of the legal relationship between the Client and the Service Provider, both parties, expressly waiving any other jurisdiction that may apply and without prejudice to the mandatory rules on jurisdiction, voluntarily submit themselves to the courts and tribunals of the city of Barcelona (Spain) or of the domicile of the defendant, in those actions that correspond to the Service Provider, and to the courts and tribunals of Barcelona for the rest.

Barcelona, 1st October 2020