TRANSERVI S.A.U.
Calle Proción 7, Portal 3, Planta 1 Puerta H
28023 Madrid

Registro Mercantil de Madrid, tomo 2893 general, 2213 de la Sección 3ª. del Libro de Sociedades, folio 25, hoja 20184 Inscripción 1ª. del 26-06-1972 – **C.I.F. A-28181543**

GENERAL CONDITIONS FOR CUSTOMERS

This document sets forth the General Conditions that shall comprehensively govern the commercial relationship and the provision of services between **TRANSERVI S.A.U.** (**TRANSFESA**) and any natural or legal person contracting its services (hereinafter, the **Client**).

In the event of any discrepancy, contradiction, or conflict between the provisions of these General Conditions and any other general purchasing conditions of the Client or non-contractual documentation, the provisions of this document shall prevail in all cases. Only those Specific Conditions expressly agreed in writing and duly signed by both parties for a specific service or contract shall take precedence over these General Conditions.

1. SCOPE OF APPLICATION: The present conditions are an integral part of the offer ("Offer") submitted to the Client, except for those provisions that are impossible to apply due to the nature of the services offered or that contradict the terms set forth in the Offer. The Offer shall be deemed accepted by the Client from the commencement of the services/Works. Until a contract replacing the Offer is executed, the Offer shall constitute the sole valid and binding contract ("Contract") between the parties, to the exclusion of any other document.

2. PERSONNEL, SUBCONTRACTING AND PREVENTION OF LABOUR RISKS: Both parties shall perform the services subject to the Contract trough their direction and supervision. None of the employees of either party shall be considered as personnel of the other party and shall act under the exclusive subordination and authority of their respective employer, who undertakes to comply, with respect to its personnel, with all obligations relating to labor and social security matters, occupational risk prevention, and workplace health and safety. Both parties undertake to comply with the obligations established in Law 31/1995, of November 11, on the Prevention of Occupational Risks, or any regulation replacing it, as well as with the regulations on coordination of business activities; in particular, Article 24 of said Law and any provisions developing and supplementing it, in order to guarantee the highest levels of safety and protection against occupational risks. For this purpose, TRANSFESA has a document management platform in which both parties undertake to upload the necessary health and safety documentation to ensure proper coordination, as well as any other documents legally required or requested by TRANSFESA. TRANSFESA may engage third-party companies for the total or partial performance of the Services, remaining responsible for their proper execution in accordance with the applicable regulations, and shall be liable vis-à-vis the Client under the legal regime applicable to the nature of the services performed by the subcontractor.

3. INTELECTUAL AND INDUSTRIAL PROPERTY: The parties acknowledge their respective industrial and intellectual property rights; therefore, the Contract shall in no way constitute a transfer, license, or authorization for the use of trademarks, trade names, materials, media, or any other intellectual or industrial property rights owned by either of them or by any of their group companies.

4. ANTI-CORRUPTION AND LEGAL OBLIGATIONS: The Parties, their directors, representatives, employees, and any other contracted or subcontracted third parties shall comply with the principles of good faith in contractual relations and with all regulations of any scope and jurisdiction that may be legally applicable during the negotiation and performance of this agreement. They shall neither participate in nor collaborate in the commission of any conduct classified as criminal under the applicable legal system or contrary to applicable anti-corruption regulations, including but not limited to the Spanish Criminal Code. Any conduct carried out by either of the Parties and/or by any natural persons forming part of or dependent upon either Party, which is deemed by a final and binding decision to constitute a breach of the aforementioned regulations or other legal obligations, shall be considered a contractual breach and, therefore, grounds for termination of the Contract, without prejudice to any claim for damages that may arise. TRANSFESA has a Code of Conduct and a Criminal Compliance Policy reflecting its commitment to legal compliance and to the ethical values and principles that must govern the activities of all its employees, directors, and officers. TRANSFESA makes these policies available to the Client, as well as information channels for reporting potential breaches thereof through the whistleblowing channel enabled on its website.

Booth Parties confirm that: 1) they are not listed as sanctioned persons under any legislation, regulations, resolutions, programs or restrictive measures concerning international economic and financial sanctions imposed by the United Nations, the European Union or any of its Member Stated, the United Kingdom and/or the United States; 2) they do not act on behalf of or under the instructions of any person or entity sanctioned pursuant to the provisions referred to in point 1); 3) they are not owned more than 50% or controlled by any person or entity sanctioned pursuant to the provisions referred to in point 1); and 4) the recipient of the goods does not belong to the group of persons referred to in points 1) or 3).

5. PROTECTION OF PERSONAL DATA: The personal data provided by the parties in connection with the performance of the services shall be processed by each party **(i)** for the purpose of managing the relationship arising under the Contract and **(ii)** in accordance with the provisions of the applicable data protection regulations. Sucha data shall be retained for this purpose for the duration of the services and for the period required by applicable law, as well as until any potential liabilities of the parties have become timer barred. Data subjects may exercise their rights of access, rectification, objection, erasure, restriction of processing, and data portability through the channels made available and publicly communicated by each of the parties.

6. CONFIDENTIALITY: The parties agree to treat as confidential their respective data and information that are marked as confidential or that, by their nature, are to be considered confidential, and not to disclose such information to any person, except to those employees who need to know the information for the execution or preparation of this Offer. The information provided by TRANSFESA is confidential and the property of TRANSFESA; its disclosure may benefit its competitors. Accordingly, the use and disclosure of the information contained in the documentation provided by TRANSFESA for any purpose other than the evaluation of its content is expressly prohibited, and such materials shall be considered trade secrets. No part of this proposal may be copied or reproduced without the prior authorization of TRANSFESA, except where necessary for the evaluation of the proposal. TRANSFESA may refer to the execution of the services to its existing and potential clients as evidence of its experience and may, for such purposes, use the Client's identifying logo. Furthermore, TRANSFESA is authorized to issue public references regarding the services provided by TRANSFESA, as well as to disclose the existence and content of the Offer to those persons collaborating in its preparation and execution and to companies within the corporate group to which TRANSFESA belongs. Under no circumstances shall information that must be provided at the request of any public authority or for compliance with legal obligations be considered confidential.

7. COMMUNICATIONS AND NOTIFICATIONS: All communications must be made by means that allow proof of their content and receipt by the addressee. In the case of services for which no periodicity or volume has been agreed and/or which operate upon request under this Offer, service requests must be submitted to TRANSFESA with the following minimum prior notice: (i) at least 72 hours for warehouse and related services; (ii) for services provided at facilities linked to the railway sector, the conditions set out in ADIF's Network Statement and in the Offer shall apply; (iii) for road transport services, at least 48 hours for domestic transport and 72 hours for international transport; and (iv) for rail transport services or any other services, as specified in the Offer. Service requests must be sent to the departments or persons designated by TRANSFESA with the indicated prior notice or, if no notice has been specified, with reasonable notice. The request shall include: reference, company, client, Offer and/or name of the operation or project, always providing the operational and legal documentation, together with its annexes, required according to the type of service requested. If the request is not properly submitted with the indicated information, or if, exceptionally, TRANSFESA does not have sufficient space or resources available, the request cannot be fulfilled, and this shall be communicated to the Client as soon as possible.

8. FORCE MAJEURE: Neither party shall be liable for unforeseen events (force majeure or acts of God). Events considered as force majeure shall include, among others: strikes of any kind or lockouts that prevent or affect the normal performance of the services; theft of the Client's or TRANSFESA's goods or property, regardless of where it occurs; adverse weather conditions; public health crises (pandemics, epidemics, etc.); acts, decrees, legislation, regulations, or restrictions imposed by any government or public authority affecting the activity; terrorist attacks, wars, newly imposed administrative or legal restrictions; suspension, construction works, changes, or deficiencies in infrastructure; contractual breaches by third parties unrelated to the parties whose services are necessary; and any other event beyond the reasonable control of the parties that affects or interrupts the normal provision of the services (whether in Spain or abroad).

9. LEGAL REGIME, APPLICABLE LAW AND JURISDICTION: In the event of any dispute, Spanish law and the jurisdiction of the courts of the city of Madrid shall apply. Also applicable shall be those provisions which, although contractual in nature, bind TRANSFESA in the performance of the services (including, without limitation and without prejudice to any others that may apply, the General Conditions of Use of Wagons (CGU), as well as the applicable and in-force cargo regulations), which the parties hereby accept. TRANSFESA may seek the intervention of the Transport Arbitration Boards in order to proceed with the deposit and sale of the goods subject to the service.

10. PRICE AND INVOICING: The price has been determined in consideration of the agreed duration, deadlines, volumes, timely payment of the services, and the other conditions set forth in the Offer. The price includes only those expenses and supplies expressly indicated in the Offer. Taxes shall be paid in accordance with the applicable law.

Any variation in the specifications of the budgeted service, services not included in the Offer, additional, alternative, or exceptional services, and/or differences from the initially contemplated operations shall be subject to review and a new offer, which, once accepted, shall form part of these Conditions. The price shall be increased annually in accordance with the Consumer Price Index (CPI), as well as in cases of increases in labour costs resulting from legal regulations and increases in the price of fuel required to perform the services. Invoices shall be payable within a maximum period of thirty (30) calendar days from the date of receipt of the goods or the provision of the services, and payment shall be made without any deductions, withholdings, or suspensions of any kind. The billing period shall be fortnightly in the case of recurring or successive services. In exceptional cases where there is an acceptance or verification procedure previously agreed by the Parties, whereby the conformity of the goods or services must be verified, the maximum verification period shall be five (5) calendar days from the date of receipt of the goods or the provision of the services, and the maximum payment period shall be thirty (30) days after the date on which the acceptance or verification of the goods or services takes place. Failure to pay on the due date shall entitle TRANSFESA, without prior notice, to terminate, suspend, or refuse to provide the services until the outstanding amounts and accrued interest have been paid in full, applying Law 3/2004 of

December 29 on combating late payment in commercial transactions, or any regulation replacing it, without prejudice to any claim for damages. Acceptance of the principal amount shall not imply a waiver of accrued interest, without the need for express reservation. Until full payment has been made, TRANSFESA may: (i) retain the goods delivered by the Client and seek their deposit and sale; and/or (ii) retain ownership of the parts or materials that may have been supplied by TRANSFESA in the performance of the service to the Client, even if they have been integrated or incorporated into an asset of the Client, TRANSFESA reserving the right to remove them, without prejudice to any other rights that may be exercised; and/or (iii) set off any amounts that TRANSFESA may owe to the Client or to companies within its group against any amounts owed by the Client or companies within its group to TRANSFESA, even if such amounts arise from services unrelated to the Offer.

11. COMMITMENT OF THE PARTIES

11.1 Deadlines: The timeframes foreseen for the delivery of the services are those indicated in the Offer and may vary depending on the circumstances; however, TRANSFESA undertakes to perform them within a reasonable period from the time they become due and enforceable.

11.2 Duration: The parties shall comply with the duration of the Offer and may not withdraw prematurely. If the Client unilaterally terminates the service without cause prior to its agreed term, the Client shall pay TRANSFESA the amount corresponding to the services rendered and pending payment, plus compensation equivalent to at least 20% of the unperformed portion of the contract (calculated on the basis of the average invoicing of the three months preceding termination), as well as any non-amortized investments made in connection with the service and any damages that may apply.

11.3 Representations and Warranties: The Client represents and warrants that it holds the necessary rights to deliver to TRANSFESA the goods, assets, or property subject to the service; that the description provided to TRANSFESA in respect thereof is true, complete, and accurate; that such goods are suitable, fit, and compliant for the performance of the services; that the goods are properly identified and marked and appropriately packaged, wrapped, and prepared (loaded and stowed, where applicable) so that the service may be performed by TRANSFESA without risk of damage; that they are lawful goods and not subject to any restriction, confiscation, seizure, embargo, or sanction under EU regulations or those of its Member States, U.S. foreign trade regulations, or UK regulations; and that they are not harmful, dangerous, or toxic, unless such nature has been expressly communicated in writing to TRANSFESA and is reflected in the Offer. The Client shall be liable for any damages caused (including, but not limited to, damage to the goods, property, or assets), third-party claims, fines, and other penalties that may be imposed on TRANSFESA arising from the omission, inaccuracy, falsity, or insufficiency of any of the foregoing representations and warranties and, in general, from the breach of its obligations. In such cases, TRANSFESA may, at the Client's expense, adopt any measures it deems appropriate with respect to such goods, parts, supplied materials, or assets (including their retention, reservation, removal, sale, and possible destruction), this clause constituting the Client's express authorization for the adoption of such measures. The Client confirms that: 1) it is not listed as a sanctioned person under any legislation, regulations, resolutions, programs, or restrictive measures concerning international economic and financial sanctions imposed by the United Nations, the European Union or any of its Member States, the United Kingdom and/or the United States; 2) it does not act on behalf of or under the instructions of any person or entity sanctioned pursuant to the provisions referred to in point 1); 3) it is not owned more than 50% or controlled by any person or entity sanctioned pursuant to the provisions referred to in point 1); and 4) the recipient of the goods does not belong to the group of persons referred to in points 1) to 3).

11.4 Guarantee on goods and services: In the event that parts, components, and/or products manufactured by third parties are used, only the warranty provided by the manufacturer shall apply. No warranty shall apply to second-hand parts. TRANSFESA shall offer the Client, and where legally possible shall assign, the warranty provided by the respective manufacturer or supplier of parts, materials, and/or subcontracted third-party services, with the same scope and duration as granted by them. The provisions set forth herein shall apply to any goods and/or services provided by TRANSFESA, including, among others, repair and maintenance services that may be carried out in its workshops.

11.5 Stowage in transport and others: Unless otherwise stated in the Offer, lashing, loading, unloading, stowage, or unstowage operations shall be carried out at the Client's expense and under the Client's responsibility. The Client shall hold TRANSFESA harmless from any penalties that may be imposed on TRANSFESA and from any damages, costs, and losses arising from such breach. 11.6 Service Information and Specifications:

The Client shall provide TRANSFESA, in writing, with the corresponding instructions and indications necessary for the proper performance of the services, assuming liability and indemnifying TRANSFESA in the event of damages arising from the insufficiency or inaccuracy of such instructions or from false, inaccurate, or insufficient information. In the absence of such instructions, TRANSFESA may proceed with the performance of the services in the manner it deems appropriate. For those services that do not specify volumes and that require storage, repair, delivery, dispatch, or other periodic, successive, or on-demand services, the Client is obliged to inform TRANSFESA on a monthly and weekly basis of the expected volumes to be delivered to TRANSFESA for transport, repair, storage, etc. Such forecasts, if expressly accepted by TRANSFESA in each case, shall be binding upon the parties. Exceptional cancellation of a pre-notified service or notified volume must be communicated to TRANSFESA at least 72 hours in advance; otherwise, the service shall be invoiced to the Client. 11.7 Right of Disposal: TRANSFESA may sell, destroy, or otherwise dispose of any goods belonging to the Client which, upon completion of the service, have not been removed from TRANSFESA's facilities or assets after TRANSFESA has required their removal. The same shall apply to goods or merchandise that, due to expiration, may pose a risk to other goods or may no longer be suitable. In such cases, all costs incurred and the corresponding price for the space occupied until their effective removal, sale, or destruction shall be charged to the Client. 11.8 Committed Volume or Activity: If a specific volume or minimum service level has been committed in the Offer, such commitment shall be binding and, in the event that it is not achieved, the Client shall pay TRANSFESA the price corresponding to the committed volume or level, as if it had been reached. No storage, transport, handling, or other services shall be provided for ADR-IMO goods.

12. LIABILITY

12.1 Liability in the provision of the service: TRANSFESA shall be liable for and guarantees the proper performance of the service in accordance with the provisions set out in the Offer, assuming the liability for damages provided for herein. TRANSFESA shall not be liable for damages arising from ordinary shrinkage or depreciation of the goods, or from inherent or latent defects in the goods or assets delivered by the Client for the performance of the service. The Client undertakes to deliver the goods in perfect condition for their transport, storage, and handling. For these purposes, inherent or latent defects shall be presumed to include manufacturing defects, spontaneous combustion, and any defect that cannot be detected through a customary inspection within the scope of the Service, as well as any defect that is not identifiable upon examination of the goods at the time of delivery. Any incident, shortage, or loss affecting the goods received from the Client, or on its behalf, by TRANSFESA in boxes, pallets, or other loading units, must be recorded at the time of delivery or return to the Client. TRANSFESA shall not be liable otherwise or where it has not had access to the interior of such units during the performance of the service. Any claim for damages must be brought by the Client before the courts within a maximum period of six months from the date on which the damage attributable to TRANSFESA occurred. The Client's right of action shall lapse upon expiration of such period. In cases where there is no willful misconduct and unless, in accordance with the legal regime applicable to the service, a lower liability limit is established, TRANSFESA's maximum liability shall not exceed the amount effectively paid by the Client during the previous twelve months for the specific service in which the damage occurred. Furthermore, in cases of theft or total loss of a vehicle, TRANSFESA's liability shall be limited, in the case of a new vehicle, to its ex-works value, and in the case of a used vehicle, to its market value. Under no circumstances shall TRANSFESA be liable for loss of profits, anticipated savings, loss of earnings, consequential, non-material, or indirect damages that may arise from defective performance or non-performance of the Offer. Where penalties for breach of TRANSFESA's obligations have been established in the Offer, they shall be applied in accordance with the provisions governing penalty clauses under the Civil Code, and their maximum amount shall not exceed 10% of the monthly invoicing for the service.

12.2 Inventory management: If, pursuant to the contracted service, TRANSFESA is required to safeguard or manage the Client's inventory, TRANSFESA may offset shortages and surpluses arising from discrepancies between the theoretical inventory and the actual inventory. Furthermore, TRANSFESA shall be granted an admissible loss margin resulting from inventory discrepancies of up to 1% of such difference.

13. INSURANCE: The parties shall take out and maintain in force, throughout the term of the Contract and for the duration of their obligations, insurance policies with companies of recognized solvency, as required by applicable regulations and necessary to cover the risks arising from the Contract. If the parties agree that the insurance policies to be taken out are the responsibility of TRANSFESA, the Client shall, under its own responsibility and within the indicated timeframe, sufficiently in advance of the commencement of the Contract, provide truthful and necessary information for their arrangement. TRANSFESA shall not be liable for insufficient insurance coverage or for any other damage arising from such circumstances. The Client must immediately notify TRANSFESA, and no later than 24 hours after becoming aware, of any incident, loss, or damage, and shall take the necessary measures to mitigate the extent of the damage. The conditions applicable to transport services shall be the LCTTM, C.I.M., and C.M.R. The Client shall ensure that the liabilities assumed under the Contract are passed on, with the same characteristics, to its subcontractors or collaborators (loading agents, unloading agents, stowage, unstowage, handling, repair, driving, transfers, etc.). The taking out of the aforementioned insurance policies shall neither exempt nor limit the liabilities assumed under the Contract.

14. CHANGE OF CIRCUNSTANCES: If, due to supervening circumstances, changes in market conditions (including, but not limited to, increases in the price of raw materials or energy resources necessary for the provision of the services or increases in wages); changes in legislation or in the interpretation of regulations or contractual conditions applicable to TRANSFESA in or for the performance of the services; defects, insufficiencies, omissions, inaccuracies, or deficiencies in the data or information received for the preparation of the Offer; or any other circumstance beyond TRANSFESA's control, the economic balance of the Contract is disrupted to the detriment of TRANSFESA, TRANSFESA may request a modification of its terms by proposing new conditions. If no agreement or acceptance of the new offer is reached within 30 days, TRANSFESA may terminate the Contract early without liability for compensation. Transport stoppages shall be governed, unless expressly agreed otherwise in the Offer, by Law 15/2009 on the Contract for the Carriage of Goods by Land.