

General Contract Conditions

I.- GENERAL ASPECTS.

1. Except for other specific conditions, that may be agreed upon in writing in each case, between ABEL Equipos, S.A. and the CUSTOMER, the general contract conditions herein set forth constitute the entire contract between ABEL Equipos, S.A. and the CUSTOMER that shall govern i) the offers issued by ABEL Equipos, S.A. and accepted by the CUSTOMER in writing (each, an "Offer"); and/or ii) the orders issued by the CUSTOMER and accepted by ABEL Equipos, S.A. in writing (each, an "Order") related, in both cases, to the delivery and sale of goods and/or services by ABEL Equipos, S.A. to the CUSTOMER (the "GCC" together with each applicable Offer and/or Order, the "Contract").
2. Any terms and conditions contained in an Order or any other document issued by the CUSTOMER which are inconsistent with these GCC and/or an Offer or which impose additional obligations on ABEL Equipos, S.A., shall have no legal effect whatsoever, unless previously agreed in writing by ABEL Equipos, S.A..
3. Unless agreed by both parties in writing, any drawing and/or technical documentation related to ABEL Equipos, S.A.'s products and/or services that may be annexed to these GCC and/or to any Offer (photographs, leaflets, drawings, weight, size and performance information) will merely have an indicative and approximate nature and will be subject to variations due to technical requirements.
4. The Contract shall remain valid while ABEL Equipos, S.A. supplies and sells products or provides services to the CUSTOMER. However, and notwithstanding any other cause of termination set out by Law, the Contract (or any specific Offer or Order) may be terminated by either party at any time if the other breaches any of its contractual and/or legal obligations, when the breaching party has been requested in writing to rectify such breach and has failed to do so within the term of thirty days from the date in which it has been requested to rectify, and notwithstanding any claim and indemnification that the fulfilling party may be entitled to seek.

II.-DELIVERY TERMS.

1. The delivery of products and/or services, which in each case will be established in a specific Offer and/or Order, will not begin until the moment in which the CUSTOMER has delivered the necessary technical documentation to ABEL Equipos, S.A., carried out the agreed upon progress payments and fulfilled any other procedures that may be necessary, as previously informed by ABEL Equipos, S.A.
2. The notification of availability of products or services to the CUSTOMER before the agreed date of the delivery will be understood as having fulfilled the agreed delivery term.
3. In case the agreed date for delivery has expired without the proper supply of products or services, the CUSTOMER will grant to ABEL Equipos, S.A. a grace period of 45 days for such delivery. Upon expiration of such grace period without having received the products or the services, the CUSTOMER may claim to ABEL Equipos, S.A. the fulfillment or the cancellation of the Order, in addition to any indemnity for damages and prejudices that it may be entitled to seek.
4. The delivery term for the products and/or services, which, in each case, will be established in a specific Offer and/or Order, shall be suspended in case of a force majeure event and/or any other circumstances that would make such delivery impossible or, even though anticipated, would make it unavoidable for ABEL Equipos, S.A. to fulfill its obligations. For the purpose of this clause, "force majeure" includes, without limitation, Acts of God (such as floods, fire, hurricanes or earthquakes) administrative measures, strikes, management shut-downs, siege or war, epidemics, pandemics, transportation or transit problems or personnel and raw material shortages necessary to supply the products or provide the services which, in any case, are not imputable to ABEL Equipos, S.A., and would make it difficult or prevent ABEL Equipos, S.A. or any of its suppliers from fulfilling its obligations. The prolongation of any of the aforementioned circumstances or any other similar circumstances for a term greater than three months will give both the CUSTOMER and ABEL Equipos, S.A. the authority to early terminate the Contract in its entirety and/or any applicable Order for the part not yet fulfilled, without the non-fulfillment part or the impossibility of fulfillment of such Order generating any right to indemnity for damages and prejudices by either party, except in the case of gross negligence or bad faith.
5. The parties agree that any eventual indemnity for damages and prejudices derived from a late delivery of the products or the services will be limited to an amount equal to 0,5 % of the value of the products and/or services not delivered after the grace period indicated in Paragraph II.3 above, for each week of delay in the delivery of the products and/or services, with a maximum total amount of 2% of such value.

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III.-PRICES AND FORMS OF PAYMENT.

1. The prices indicated in the applicable Offer, Order and/or other specific conditions are understood to be Ex-Works. The applicable VAT will be added to these prices at the time of delivery, as well as the packaging and transportation charges. All other delivery costs will be at the expense of the CUSTOMER.
2. The prices for the supply and sale of the products or the performance of the services will be paid as follows: 1/4 of the total amount will be paid upon confirmation of the Order by ABEL Equipos, S.A. in writing, and 3/4 of the total amount when the notification of availability of the products or execution of the services is made to the CUSTOMER. The invoice will be issued once the products have been made available or the services have been rendered to the CUSTOMER.
3. All payments shall be made within a maximum term of 30 days from the delivery of the products or the performance of the services (except the first 1/4 of the price described above that will be paid within 30 days of the invoice date), through wire transfer to the bank account designated by ABEL Equipos, S.A. in the corresponding invoice, unless Paragraph III.4 below applies. If the CUSTOMER fails to pay any amount within such term, a daily late payment interest will be applied by ABEL Equipos, S.A. to the unpaid amounts at a rate of 8% or the legal interest rate for money applicable in Spain at such time, if this were greater, calculated between the date in which the payment should have been made and the time the actual payment owed has been paid.
4. Payment of invoices through bills of exchange or checks must be expressly agreed by the parties in specific conditions set forth in a separate document or in the applicable Offer or Order and will only be considered as payment when issued in favor of ABEL Equipos, S.A., C/Velázquez 59, 5º CI, 28001, Madrid and having been effectively paid. Payment made by bills of exchange will not be considered as payment in cash and will not give to the CUSTOMER a right to price discounts. Discount and payment costs, which the parties may agree in specific conditions set forth in a separate document or in the applicable Offer or Order, will be at the expense of the CUSTOMER.

IV.- RISK TRANSFER.

1. It will be understood that ABEL Equipos, S.A. has complied with its delivery obligations when the CUSTOMER has been notified of the availability of the products or services within the term and manner agreed. The risk of loss or deterioration of the products will be understood to be transferred to the CUSTOMER starting at the time in which the products were made available or, if the case may be, at the time in which the products are shipped, in which case the transportation of the products will be at the risk of the CUSTOMER. If the notification of availability has been made, and the CUSTOMER refuses the delivery of the products, they will be stored by ABEL Equipos, S.A. at the expense and risk of the CUSTOMER.

V.- OWNERSHIP RESERVE CLAUSE.

1. Full ownership of the delivered products will be transferred to the CUSTOMER when the price agreed upon has been paid in full. ABEL Equipos, S.A. reserves the right to ownership until the total price has been paid.
2. If the full price is still due for payment, the CUSTOMER will be allowed to use the products within its ordinary activity or for the purpose that gave reason for such products to be ordered, but the CUSTOMER will not be able to pledge, transfer and/or assign such products, use them as a guarantee or impose any burden on them in any way, being obligated to notify ABEL Equipos, S.A. of any circumstance that may affect its rights concerning the products.
3. As a consequence of the ownership reserve stated in Paragraph V.1, the pledge, transfer, assignment, the use of the products supplied as a guarantee or the imposition of burdens on them in any way by the CUSTOMER when the total or partial price or any other assimilated amount is still pending of payment, may be a cause for early termination of the related Offer/Order, as well as of the entire Contract by ABEL Equipos, S.A. In such case, ABEL Equipos, S.A. will notify the CUSTOMER in writing, at its own discretion, without any type of additional requirement, of its choice to either request that the CUSTOMER's obligations of the Contract and the corresponding Order are fulfilled or to early terminate the Contract in its entirety and/or any applicable Order, being ABEL Equipos, S.A., in any case, entitled to claim to the CUSTOMER an indemnification for the damages and prejudices suffered as a result of the above.

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VI.-CANCELLATION AND PENALIZATION. GUARANTEES.

1. In case of a mutual cancellation agreement of an Order or in case of an Order cancellation without cause, in both cases at the request of the CUSTOMER and within less than 45 days before the delivery of the products or the services, the CUSTOMER will be obligated to pay ABEL Equipos, S.A. an amount equal to 50% of the purchase price of the products or the service fee set forth in such Order.
2. If the CUSTOMER refuses to accept the delivery of a product or a service on its due date according to the terms of an Order or does not make payment of the amounts due for any properly product delivered or services rendered pursuant to an Order, then ABEL Equipos, S.A. may, at its own choice, require the CUSTOMER to fulfill its obligations or early terminate the Order and/or the entire Contract, being ABEL Equipos, S.A., in any case, entitled to claim to the CUSTOMER an indemnification for the damages and prejudices suffered as a result of the above. In addition, and without prejudice of the right to claim the above indemnification, the CUSTOMER shall pay ABEL Equipos, S.A. an amount equal to 10% of the value of the Order as an indemnity for the shipping, travel and collection expenses borne by ABEL Equipos, S.A.
3. During the term of the Contract, ABEL Equipos, S.A. will be able to i) request the CUSTOMER a first demand bank guarantee of 50% of the amount of the supply of goods and/or services or, ii) request the CUSTOMER to pay the products and/or services in advance, or iii) early terminate any Order and/or the Contract if, having ABEL EQUIPOS, S.A. fulfilled its obligations, the CUSTOMER:
 - a) Unjustifiably delay the fulfillment of its obligations, or
 - b) A check or bill of exchange is not paid when presented or when due.
4. If the CUSTOMER incurs in any of the above termination provisions, any agreement reached between the parties for deferred payment will remain in effect without prejudice to ABEL Equipos, S.A. to be able to claim all its rights to the CUSTOMER.

VII.-PRICE REVISION CLAUSE.

1. If as a consequence of objective market circumstances, ABEL Equipos, S.A. is obliged to make a generalized increase in its price levels, ABEL Equipos, S.A. will be entitled to apply the corresponding price increase on its products or services already agreed upon in an Order (but not delivered) or cancel the corresponding Order. In addition, if the price increase for products and/or services were greater than 20 % with respect to the initial agreed price in the Order, the CUSTOMER may cancel the corresponding Order and/or terminate the Contract in its entirety.
2. The cancellations, in agreement with the Paragraph above, will not generate the right to indemnity for either party.
3. Notwithstanding Paragraph VII.1 above, reviewed prices cannot be applied to the deliveries to be made within a term of six weeks or less from the acceptance of an Order by ABEL Equipos, S.A., unless during such period the purchase price has been updated due to objective market circumstances in amount equal or higher than 20% of the original price agreed in the Order.
4. In addition to the above, prices of products and/or services are subject to adjustments made by ABEL Equipos, S.A. due to extraordinary market conditions in relation to Orders accepted (but not delivered). As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of ABEL Equipos, S.A.'s control, such as, without limitation, tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which result in a price increase of the product and/or service set forth in Order.

VIII.- BAN ON EXPORTS TO RUSSIA.

Per EU Regulation No. 833/2014 Buyer: 1) agrees that it will not sell, export, or re-export directly or indirectly to any entity within the Russian Federation or for use within the Russian Federation any goods supplied under this Agreement that fall under the scope of Article 12g of 833/2014; 2) shall undertake its best effort to ensure that the purpose of clause (1) is not frustrated by any third parties further down Buyer's commercial chain, including by resellers; 3) shall have set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down Buyer's commercial chain, including by resellers, that would frustrate the purpose of clause (1). 4) Any violation by Buyer of clauses (1), (2) or (3), shall

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constitute a material breach of an essential element of this Agreement, and Seller shall be entitled to seek appropriate remedies including but not limited to:

- (i) Termination of this Agreement; and
- (ii) a penalty equal to the value of the goods sold.

(5) The Buyer shall immediately inform the Seller about any problems applying clauses (1), (2) or (3) of this Section including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under clause (1), (2) and (3) within 14 business days of the request for such information.

IX.-INSPECTION AND INDEMNITY.

1. The CUSTOMER shall carry out an inspection of the products or services received and inform ABEL Equipos, S.A. on the results thereof, including, if appropriate, the nature of any defect and/or damage of the products and/or the services thereof within a maximum term of four working days, from the delivery date, for apparent defects, and thirty working days, from the delivery date, for hidden defects.
2. If the parties agree that the defects and/or damages detected in the products and/or services provided fall within the scope of ABEL Equipos, S.A.'s responsibilities herein and the same have been notified by the CUSTOMER within the periods indicated in Paragraph VIII.1 above, then i) the CUSTOMER may return such defective product to ABEL Equipos, S.A. in order for ABEL Equipos, S.A. to substitute the defective product with new product or repair the defective product, whatever of these options ABEL Equipos, S.A. agrees on that time, and/or ii) ABEL Equipos, S.A. will perform the services again, at its own cost and expense. In the case of product repair, the indemnity described above will only affect the parts of products replaced by ABEL Equipos, S.A., and such replaced parts will be owned by ABEL Equipos S.A. The action to claim a hidden damage and/or defect will expire six months after the delivery date of the products or services.
3. ABEL Equipos, S.A. will not be responsible for indemnity for hidden defects and/or damages derived from improper use or handling, or from the incorrect assembly or start-up by the CUSTOMER or third parties, or from the normal wear and tear of the parts or products, or from the inappropriate use of the units of products and/or the services, or from carrying out unauthorized modifications or repairs, due to not being able to carry out the operation due to not having the opportunity to do so or due to not having conceded enough time to carry them out.
4. If a product and/or services repair or replacement is not possible or unsatisfactory, the CUSTOMER will have the right to claim the proper deduction from the price of the defective/damage product and the cancellation of the corresponding Order and/or the termination of the entire Contract, without generating any right to indemnity, unless ABEL Equipos, S.A. acted in bad faith or through gross negligence. In any case, the maximum responsibility that may be claimed from ABEL Equipos, S.A. under this Clause VIII will be equal to the value of the products or services ordered, save in cases of willful misconduct or gross negligence.

X.- CONFIDENTIALITY AND PUBLICITY.

1. The CUSTOMER shall keep confidential and not disclose to third parties the execution of the Contract and its content, as well as all the information provided by ABEL Equipos, S.A., in any format or means, whether in written, oral and/or visual, related to supply and sale of products and/or the performance of the services (the "**Confidential Information**"). The CUSTOMER shall use the Confidential Information solely for the purposes set forth in the Contract and shall only disclose it to those of its employees that need to know the Confidential Information.
2. Either party shall not use the name, brand, logo or any other distinctive signs of the other party for advertisement purposes (for example, in promotional materials, webpages and/or any other type of materials) without the prior written consent of the other party.

XI.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

1. All drawings, designs, logos, designations, distinctive signs, trade dress, know-how, inventions and improvements thereto, devices, technology, ABEL Confidential Information, software, databases and all associated patents, utility models, industrial designs,

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semiconductor topography, copyright, trademarks, trade names, including any applications and registrations related thereto, trade secrets, or any other intellectual and/or industrial property rights (collectively, "ABEL IP") in or related to the conception, creation, development, reduction to practice, design, production, delivery, operation, use, application or performance of the products and/or the services covered under the Contract, are and will remain solely and exclusively owned by ABEL Equipos, S.A.

2. In no event shall CUSTOMER make or apply for a patent, copyright, intellectual or industrial property right or any other claim to the ownership or license of products, services and/or ABEL IP. Nothing in this Clause precludes CUSTOMER from incorporating a description or reference to certain aspects of ABEL IP included in the products where necessary to support a patent, copyright, or any other claim to the product, provided, however, that such use is done with ABEL Equipos, S.A.'s prior written consent. Nothing in this Agreement will be understood or construed as granting to CUSTOMER any license, ownership, or grant of intellectual and/or industrial property rights with regards to ABEL IP existing in the products and/or services commercialized under this Contract. CUSTOMER shall respect at all times the intellectual and/or industrial property rights of ABEL IP and shall not, by act or omission, interfere, jeopardize, infringe or cause to infringe ABEL IP.
3. To the extent CUSTOMER creates, conceives, develops, or reduces to practice any improvements in relation to ABEL IP, CUSTOMER hereby irrevocably assigns all right, title, and interest in and to such improvements and related intellectual and/or industrial property rights to ABEL Equipos, S.A.. The sale of products and provision of services under this Contract does not include any research, development, design, or other services associated with ABEL IP.
4. CUSTOMER shall not and shall take reasonable measures to ensure that its clients do not, nor attempt to, duplicate or carry out acts of reverse-engineer, decompile or disassemble, partially or totally, the products or in any other manner attempt to misuse or misappropriate any ABEL IP.

XII.- DATA PROTECTION.

1. In accordance with the applicable legislation on protection of personal data, the signatory of any Order on behalf of the CUSTOMER and its personnel involved in the performance of the Contract (the "**Individuals of CUSTOMER**") are informed that ABEL Equipos, S.A. processes their personal data as data controller, and that the failure to provide the personal data requested by ABEL Equipos, S.A. for the performance of the Contract could result in the impossibility of executing or maintaining the Contract. The purpose of processing the personal data of the Individuals of CUSTOMER is the execution, maintenance, development and control of the terms of this Contract. The legal basis to process the personal data is the performance of the Contract and the legitimate interest in continuing said contractual relationship. The personal data of the Individuals of CUSTOMER will not be shared with any third party, unless required to comply with legal obligations. Upon the termination of the Contract for any reason, the personal data of the Individuals of CUSTOMER will be retained until the end of the statutes of limitation of any liabilities that may arise from the contractual relationship as well as during the term required to comply with legal obligations. The Individuals of CUSTOMER may exercise, when appropriate, the rights of access, rectification, erasure, objection, restriction of processing and data portability by sending a written communication to cpinar@idexcorp.com and indicating as subject matter of the communication "Data Protection". For these purposes, ABEL Equipos, S.A. may request as many information as it deems necessary to evidence the identity of the Individuals of CUSTOMER. In addition, the Individuals of CUSTOMER may lodge a complaint with the Spanish Data Protection Agency (www.aepd.es) or with any other competent data protection authority.
2. The CUSTOMER undertakes to inform its (own and/or subcontracted) personnel, whose personal data may be transferred to ABEL Equipos, S.A. for the execution of the Contract, in the terms set out in the applicable data protection legislation and in accordance with this Clause, as well as to comply with any other obligation needed for the transfer of said data.

XIII.-FINAL PROVISIONS.

1. The place of fulfillment of the obligations under the Contract will exclusively be the registered address of ABEL EQUIPOS, S.A. (C/Velázquez 59, 5º CI, 28001, Madrid). Both parties voluntarily and expressly submit any dispute, controversy or difference arising out of or in connection with the Contract to the jurisdiction and the competence of the courts of the place of fulfillment of the Contract obligations.

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2. What has been stipulated in these GCC, the corresponding Orders and Offers, and the specific conditions agreed upon in each case, the Spanish Commercial Code, the Act regulating the Spanish General Contract Conditions and any other specific regulations, as well as the underlying Civil Code will govern the relationship between ABEL Equipos, S.A. and the CUSTOMER. Expressly excluded is the application of the Uniform Act for the International Sale of Goods.
3. Neither ABEL Equipos, S.A. or the CUSTOMER may transfer and/or assign its rights, obligations or interest under the Contract to any third party, without the other party's prior written consent, save for ABEL Equipos, S.A. that will be entitled to do so to any company of ABEL Group, upon fifteen days prior written notice to the CUSTOMER.
4. If any term or provision of the Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties agree to modify or replace such provision with a provision that is legal, valid and enforceable that achieves the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
5. Any waiver of any provision of the Contract, in whole or in part, shall not constitute a waiver of any other provision of the Contract. Each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach. If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability does not affect any other provision of the Contract.

ABEL EQUIPOS, S.A.

C/Velázquez 59, 5º CI, 28001, Madrid