

**1 DEFINITIONS**

"PURCHASE ORDER" refers to the order placed by Momentum Advanced Port Services, SL in accordance with the General Conditions of Purchase.  
 "GOODS" refers to the materials, machinery, equipment or services specified in the PURCHASE ORDER.  
 "SPECIFICATION" refers to any technical aspect to be met by the goods or any of their parts, including those appearing on the PURCHASE ORDER.  
 "CONTRACT" includes: the PURCHASE ORDER, these General Conditions of Purchase, the Special Conditions, the Specifications, the Drawings, the quality documentation and other documents mentioned in the PURCHASE ORDER.  
 "SELLER" refers to the person or company to whom the PURCHASE ORDER is sent. "BUYER" is Momentum Advanced Port Services, SL.  
 "BUYER'S CUSTOMER" shall mean the person or company for whom the PURCHASE ORDER merchandise is intended.  
 "PARTIES" shall be used to refer jointly to the BUYER and the SELLER.  
 "INSPECTION PLAN" shall mean the plan indicating the inspections to be made prior to delivery and receipt of the equipment and/or supply.

**2 CONTRACT**

The PURCHASE ORDER constitutes a binding contract between the BUYER and the SELLER which shall come into force at the time the SELLER signs it and sends a copy of acceptance of the Order within the period stipulated in the PURCHASE ORDER, or when the SELLER begins to carry out the PURCHASE ORDER, whichever occurs first.  
 In the event that the BUYER does not receive a copy of the acceptance within 48 hours, the PURCHASE ORDER shall be deemed to have been accepted by the SELLER on the date on which the PURCHASE ORDER was received by the SELLER.  
 The PURCHASE ORDER, together with the specifications, drawings and other documents relating thereto, as well as all other documents, shall be taken as a whole and shall constitute the entire agreement between the parties. Prior negotiations, proposals, and any writings pertaining to the PURCHASE ORDER shall be superseded by the final documentation.  
 SELLER agrees that these General Conditions shall apply, to the exclusion of all others, unless otherwise specified in the PURCHASE ORDER.

**3 DOCUMENT CLASSIFICATION**

In the case of ambiguities or discrepancies in the Contract, the above documents shall apply in the following order:  
 1) General supply contract, if any  
 2) PURCHASE ORDER  
 3) Special Conditions  
 4) General Conditions  
 5) Specifications  
 6) Drawings  
 In the event of any ambiguity, contradiction or discrepancy between the documents comprising the CONTRACT, the SELLER shall immediately inform the BUYER in writing of such ambiguities or discrepancies between the documents and shall follow the BUYER'S instructions in this regard.

**4 INSPECTION AND TESTING**

Before proceeding with the shipment and delivery of the GOODS, the SELLER shall carefully inspect and test the GOODS according to the INSPECTION PLAN and verify compliance with the SPECIFICATIONS.  
 The PURCHASER and any person deemed appropriate by the PURCHASER, shall have the right to make such inspection and tests at any time and place within reason, during and after manufacture. The SELLER shall inform the BUYER in writing of the date of inspection and testing, which may be set forth in advance in the PURCHASE ORDER, and which shall be set no later than 5 working days prior to the date of delivery or as indicated in the corresponding schedule.  
 If, as a result of such inspection or test, the BUYER is of the opinion that the goods do not conform to the PURCHASE ORDER, the BUYER shall inform the SELLER in writing and the SELLER shall take the necessary measures to ensure conformity, which shall be taken within 10 days, without any extension of the working period or delivery date.  
 Therefore, delays with respect to the delivery date resulting from the correction of defects may give rise to the corresponding penalties, if applicable.  
 The attendance of the BUYER at such inspection and testing shall in no way be construed as an acceptance of the goods, and shall not relieve the SELLER of any responsibility to supply the goods in perfect condition and to correct any defects that may appear during the warranty period.  
 The BUYER is not obliged to pay for any goods delivered in error in greater quantity than ordered. Such goods shall be returned to the SELLER who shall bear the shipping or forwarding costs.

**5 MANUFACTURING AND DELIVERY SCHEDULE**

SELLER shall provide BUYER with the Schedule of manufacture and delivery of the goods at any time at BUYER'S request at no additional cost to BUYER, and SELLER shall inform BUYER of the estimated time of shipment.  
 SELLER shall prepare and deliver to BUYER for approval, a schedule within ten (10) days of receipt of the PURCHASE ORDER by SELLER. The schedule shall include information on:  
 - Delivery dates  
 - Work progress, if appropriate.  
 The PURCHASER shall have a period of ten (10) working days to review the schedule. No claims or extensions of time will be allowed as a result of delay in delivery of the schedule to the PURCHASER.  
 Once this period of 10 days has elapsed without any response from the BUYER, it shall be understood that the schedule submitted by the SELLER has been accepted by the BUYER. SELLER shall not commence the work until it obtains approval of the schedule from BUYER or, if applicable, tacit approval has occurred as set forth in the preceding paragraph. The delivery date set forth in the PURCHASE ORDER shall not be affected by a delay in its approval, unless the BUYER is solely responsible for the delay.  
 It is understood that the approval of the BUYER does not exempt the SELLER from the performance of the obligations of the Contract.

**6 CHANGES**

PURCHASER shall have the right to make changes in the specifications and drawings for the PURCHASE ORDER merchandise.  
 Should such changes affect the price or delivery date of the goods, SELLER shall notify BUYER of such changes within 48 hours of the change being ordered and then both parties shall mutually agree upon a reasonable adjustment in price and delivery date reflecting in writing the effect of the change.  
 If no agreement is reached regarding such adjustments within ten (10) days, an ENAC-accredited certifying company with experience in the sector shall be called in.  
 The SELLER may not make any changes to the PURCHASE ORDER without the prior consent of the BUYER.

**7 PACKING**

The goods must be packaged in a manner that ensures adequate protection of the goods until they reach their final destination and that meets the BUYER'S packaging requirements as defined in the PURCHASE ORDER Conditions.  
 In case it is not specified in the order conditions, the SELLER shall ask the BUYER at least 5 days before the delivery date.  
 The cost of packing shall be included in the price specified in the PURCHASE ORDER, unless otherwise specified.  
 The count made by the BUYER shall be accepted as conclusive on shipments not accompanied by the SELLER'S Itemized List.

**8 DELIVERY**

SELLER shall deliver the goods according to the conditions specified in the PURCHASE ORDER. Such delivery conditions shall be interpreted in accordance with "INCOTERMS 2020" (as amended from time to time).

**9 DELAYS IN DELIVERY**

The delivery date specified in the PURCHASE ORDER is an essential element of the contract. If SELLER considers that he will not be able to deliver the goods within the agreed period, SELLER shall notify BUYER in writing indicating the best possible date within three (3) working days after SELLER becomes aware of the possible delay and the proposed actions to be taken.  
 In the aforementioned case, the BUYER may, if it deems necessary and without prejudice to any other rights it may have, cancel the PURCHASE ORDER in part or in whole and make as many adjustments as it deems necessary or desirable under the circumstances.  
 If the BUYER fails to deliver the goods to the final customer on time because of the SELLER, the BUYER shall be entitled to claim the costs incurred by the SELLER from the BUYER, including any penalty imposed by the PURCHASER, including any penalty imposed by the end customer.  
 If delivery of the goods is delayed, the SELLER shall pay the BUYER a weekly penalty of 1% of the total price of the goods established in the PURCHASE ORDER. The total sum of the penalties shall be a maximum of 10% of the contract value or, if they are higher, the penalties shall be higher, the penalties transmitted to us by the MAPS client shall be applied. PURCHASER may deduct penalties from the contract price. The BUYER shall not waive its rights, even if it collects the penalties.

**10 WARRANTY**

SELLER warrants to BUYER that the PURCHASE ORDER merchandise will conform to the specifications, drawings and other descriptions furnished or adopted by BUYER, and will be suitable and sufficient for the purpose for which they are intended, as set forth in the PURCHASE ORDER and in the reference drawings and specifications, and the materials, design and workmanship, which will be satisfactory to meet the specified conditions.  
 If and when defect appears, the BUYER shall notify the SELLER at any time, within a period of one (1) year from the date the goods are delivered to the premises, or twenty-four (24) months from the date of delivery, whichever is earlier.  
 The warranty period shall be two (2) years from the date of satisfactory delivery of the order with a maximum of 36 months if the equipment was not assembled at the time of delivery.  
 The SELLER shall, within a maximum period of 1 month, carry out all those changes and repairs necessary to comply with the PURCHASE ORDER, and shall reimburse the BUYER for all expenses arising from the problem or defect (including transportation, cost of replacement and defective parts, and shall indemnify the BUYER against third party claims arising from such defects).  
 If the SELLER fails to take such measures within the aforementioned period, the BUYER shall be entitled to repair or replace the goods at the cost of the SELLER.  
 A new warranty of twelve (12) months from installation, under the same conditions as those applicable to the original goods, shall apply to parts supplied to replace defective parts, or parts which have been replaced for other reasons.

**11 PRICE AND PAYMENT METHOD**

The price agreed upon in the purchase order is a firm and fixed price that includes all services and materials necessary for the execution and delivery of the order. The order number/project code must be specified on the invoice.  
 The agreed price may only be modified by agreement of the Parties, in those cases in which the BUYER has requested modifications to the initial order as stipulated in clause 6.  
 The payment term stipulated in the PURCHASE ORDER shall be counted from the date on which the BUYER receives the invoices correctly at the email address admin@pacco-momentum.com (paper invoices may be requested for letter of credit documentation) in the appropriate format from the SELLER accompanied by the transport documents and other documents specified in the PURCHASE ORDER.  
 If the invoices are not correct, except for errors or omissions, the PURCHASER may request the rectification of the same, in which case the payment term shall be counted from the receipt of the corrected invoice, without accrual of interest for late payment.  
 Unless otherwise specified, payment shall be made in accordance with the conditions set forth in the PURCHASE ORDER. Prior to shipment of the last invoice the following documentation (if applicable) shall be delivered: CE Certificate, Instruction and/or Maintenance Manual, quality documentation and all documentation required in the technical specification.

**12 FORCE MAJEURE**

Delays or failures of either party shall not constitute a breach of the PURCHASE ORDER, nor give rise to any claim for damages, if the delay or failure is due to force majeure, which means: natural disasters, wars, political or military troubles, epidemics, floods, riots, or the like, which are beyond the control of the party affected and which could not have been foreseen.  
 The party affected by force majeure shall immediately notify the other party and shall take the necessary measures to avoid delays.  
 The date of delivery or performance shall be postponed for the duration of the force majeure. Neither party may claim compensation for the delay or damage caused in this case.

**13 CONFIDENTIALITY, INDUSTRIAL PROPERTY AND PATENT**

The SELLER guarantees to the BUYER that no element incorporated and/or supplied is the object of a patent illegally used by the SELLER, and totally releases the BUYER from any accusation it may receive in this sense, the SELLER taking the responsibility before it.  
 In the event of termination of the PURCHASE ORDER prior to its expiration, the parties undertake to immediately return to each other all information and documentation delivered on the occasion of the relationship and not to make copies of such information and documentation or use them after the termination of the relationship, unless so authorized in writing by the PURCHASER.  
 The obligations assumed by the SELLER shall be fulfilled even after the expiration of the PURCHASE ORDER.  
 In the event of breach of the confidentiality obligations assumed by the SELLER under the PURCHASE ORDER, the SELLER shall indemnify the BUYER for any damage or prejudice arising for the latter as a consequence of such breach.  
 Each party shall comply with its obligations in accordance with the provisions of the current legislation on intellectual property and/or any legislation that develops, complements or replaces it in the future.  
 The PARTIES expressly acknowledge and agree that the provision of services and/or purchase and sale of goods under this AGREEMENT does not constitute the granting of any license or right of use or intellectual or industrial property rights between the PARTIES.  
 The SELLER undertakes not to disclose or provide to third parties any information or documentation (including computer media) on the ideas, methods, knowledge, documents, techniques, experiences, applications, systems, procedures, databases, know-how, which are supplied to it by the BUYER in connection with this AGREEMENT.  
 For these purposes, the SELLER undertakes to maintain and ensure that its officers, employees, agents and subcontractors keep in strict confidence all information and documentation delivered to it in connection with this contract and shall not disclose or allow them to be disclosed or in any way known to third parties.  
 The SELLER also undertakes not to make the PURCHASE ORDER public, without the prior written authorization of the BUYER.  
 The order placed by the PURCHASER may be used by the SELLER for one time only, solely and exclusively for the realization of the project stated in this order, and the rights inherent to the intellectual property shall correspond to the PURCHASER. The PURCHASE ORDER may not be assigned under any circumstances.  
 No Intellectual Property rights in the material made by the SELLER shall be used by the SELLER for any purpose without the prior written consent of the BUYER, including, without limitation, any copyrights, design rights, patents, inventions, logos, trade name, trademarks, Internet domain names, moral rights, database rights, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets, trade secrets, semiconductor rights, topographical rights, whether registered or unregistered, unfair competition rights and the right to sue for misuse of an intellectual property right, applications for registration and the right to apply for registration of any of these rights and any other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.  
 The SELLER authorizes the BUYER so that, both during the execution of the works and once the same have been completed, he may make photographic and video reports, which shall be the property of the BUYER for intellectual property purposes, and may therefore be transferred to third parties for the purpose that the BUYER deems appropriate and may be used for commercial purposes.  
 All Intellectual or Industrial Property Rights belonging to one of the PARTIES prior to the execution of this AGREEMENT shall continue to belong to that PARTY as an acquired right.  
 The documents referred to in the PURCHASE ORDER are fully protected by copyright owned by MOMENTUM/PACCO and shall be governed in accordance with the provisions of Law 22/87 of November 1, 1987 on Intellectual Property and the provisions of international treaties applicable thereto.

The SELLER shall bear all expenses arising from the defense of the BUYER in the event of infringement of such rights, and shall pay any damages caused by such infringement to the BUYER. In the event that the BUYER receives a claim from a third party, it shall immediately inform the SELLER in writing of the process or lawsuit, and the SELLER shall provide the BUYER with adequate information and assistance for its defense, the BUYER may participate if it so desires and be advised by the SELLER before taking any action.  
 In the event that in the process it should turn out that the goods infringe a patent, and therefore the sale or use of it or part of it is prohibited, the SELLER shall hold the BUYER harmless from any economic prejudice.  
 For this purpose, it shall bear the cost of obtaining from the BUYER the right to sell or use the corresponding parts, or replace them with similar equipment that does not infringe it, or modify them so that they are practically the same, but without infringing it, or, if the BUYER accepts, to withdraw the goods and reimburse the purchase price, as well as the transport and installation costs or any other costs incurred by the BUYER due to a cause attributable to the SELLER.

The SELLER shall bear all expenses arising from the defense of the BUYER in the event of infringement of such rights, and shall pay any damages caused by such infringement to the BUYER. In the event that the BUYER receives a claim from a third party, it shall immediately inform the SELLER in writing of the process or lawsuit, and the SELLER shall provide the BUYER with adequate information and assistance for its defense, the BUYER may participate if it so desires and be advised by the SELLER before taking any action.  
 In the event that in the process it should turn out that the goods infringe a patent, and therefore the sale or use of it or part of it is prohibited, the SELLER shall hold the BUYER harmless from any economic prejudice.  
 For this purpose, it shall bear the cost of obtaining from the BUYER the right to sell or use the corresponding parts, or replace them with similar equipment that does not infringe it, or modify them so that they are practically the same, but without infringing it, or, if the BUYER accepts, to withdraw the goods and reimburse the purchase price, as well as the transport and installation costs or any other costs incurred by the BUYER due to a cause attributable to the SELLER.

**14 PROPERTY TITLE**

SELLER warrants to PURCHASER ownership of all materials furnished under the PURCHASE ORDER, unrestricted and clear, free and clear of any liens, restrictions, reservations, interests or encumbrances.  
 Title to the goods supplied by the SELLER shall pass to the BUYER, without prejudice to the right of the latter to reject them, when such goods have been delivered to the BUYER in accordance with the PURCHASE ORDER.

**15 INDEMNITY**

SELLER shall indemnify and protect BUYER against all liability to third parties, and all claims, proceedings and causes of action against the parties, including without limitation BUYER'S employees, subcontractors or agents, for personal injury (including death) or property damage, resulting from negligence on the part of SELLER'S employees, contractors or agents, or resulting from delays in delivery, failure to comply with the technical characteristics set forth in the PURCHASE ORDER, or defects in the goods supplied by SELLER under the PURCHASE ORDER.

**16 TERMINATION DUE TO NEGLIGENCE**

In the event that the SELLER becomes bankrupt, or makes an assignment for the benefit of its creditor, or a receiver is appointed, or if a liquidation proceeding is to be commenced, or in the event that the SELLER fails to correct any of its failures to comply with the requirements of the PURCHASE ORDER after a period of 10 days from its written notification by the BUYER, the BUYER may, upon written notice to the SELLER and without prejudice to any other rights the BUYER may have, request the cancellation of the performance of the work on the order.  
 In the event of cancellation of the work, the BUYER may complete the work in any manner it wishes, and the SELLER shall be liable for the extra costs incurred thereby.  
 The amount corresponding to the goods supplied by the SELLER which comply with the conditions of the PURCHASE ORDER, and which are due to the SELLER, shall be subject to compensation for extra costs for completing the PURCHASE ORDER and other damages caused to the PURCHASER due to errors of the SELLER.

**17 TERMINATION FOR CONVENIENCE**

BUYER shall have the right to stop part or all of the work at its convenience at any time prior to delivery by giving prior written notice to SELLER. On the date of cancellation, which shall appear in such written notice, the SELLER shall stop all work pertaining to the PURCHASE ORDER and shall place any additional orders, and shall preserve and protect materials already purchased or committed for that PURCHASE ORDER, as well as work in progress or already completed, pending receipt of instructions from PURCHASER, to proceed further as directed by PURCHASER.  
 If there is a cancellation payment to the SELLER or reimbursement to the BUYER, an agreement shall be reached immediately between both parties, based on the portion of work satisfactorily performed in accordance with the terms of the PURCHASE ORDER up to the date of cancellation, including reimbursement for reasonable expenses and benefits of such work, plus the necessary and reasonable expenses resulting from the cancellation, conveniently documented and verified by the BUYER, disposition of work and materials in hand, as well as the amounts previously paid by the BUYER. In the event that the parties do not reach an agreement within 15 days regarding the settlement of the work carried out, a certifying company accredited by ENAC with experience in the maintenance sector shall be consulted.  
 The SELLER shall not be entitled to any benefit or damages as a result of such cancellation.

**18 ASSIGNMENT OR SUBCONTRACTING OF WORKS**

SELLER shall not assign the PURCHASE ORDER to a third party without the written consent of BUYER.  
 If the BUYER authorizes such assignment or subcontracting, this shall not relieve the SELLER from fulfilling any of the obligations of the PURCHASE ORDER.  
 Permission by the BUYER does not imply the creation of any contractual relationship between the BUYER and the SELLER's subcontractor, so that the SELLER shall be solely responsible for the subcontractor's activity and performance of the obligations under the PURCHASE ORDER.

**19 CORRESPONDENCE AND NOTIFICATIONS**

All correspondence and notifications will be made in writing, in English or Spanish, by email to sv@pacco-momentum.com or admin@pacco-momentum.com depending on the nature of the communication.

**20 ARBITRATION**

THE PARTIES, who expressly waive the jurisdiction of the Courts that may correspond to them, agree, unless otherwise expressly provided, that any question, discrepancy, controversy or claim arising from the execution, interpretation or performance of the Contract shall be finally settled, without appeal, by arbitration, in accordance with the Law, in Madrid, Spain, before the Spanish Court of Arbitration, in the Spanish language, and in accordance with the Spanish Arbitration Law of December 23, 2003, and with the statutes and internal regulations of the Spanish Court of Arbitration.  
 The Arbitral Tribunal shall consist of one arbitrator, who shall be a graduate in law and appointed by the Court. The arbitrator shall decide the issues relating to the controversy, dispute, question or claim in accordance with the Law, bearing in mind at all times the provisions of this Agreement and the fundamental principles of this Agreement. THE PARTIES hereby accept and agree to be bound by the arbitration award, and shall facilitate the enforcement of said award. They further agree that the provisions of the Arbitration Act or the Rules of the Court shall apply in addition to the provisions of the Civil Procedure Act. In addition to what is permitted by the applicable laws and regulations, any of the PARTIES in the arbitration proceedings may request the arbitrator to enforce preventive or provisional measures, including interim measures.  
 THE PARTIES submit to the jurisdiction of the Courts of the city of Madrid, Spain, and waive any other applicable jurisdiction in the event that the PARTIES expressly waive the agreed arbitration, or in all those cases in which the arbitration proceedings require judicial assistance and for the purposes of enforcing the arbitration award or appealing the same, as legally appropriate.

**21 APPLICABLE LAW**

Unless otherwise agreed, the CONTRACT shall be governed by the laws in force in Spain, menos que se leugue a otro acuerdo, el CONTRATO se regir por las leyes vigentes en España.

**22 TAXES**

SELLER shall pay all taxes, duties, charges, etc., of the country of manufacture, export taxes and any other charges applicable to the goods.

**23 CONFIDENTIALITY**

The drawings and technical documents provided to you are the exclusive property of MOMENTUM ADVANCED PORT SERVICES, S.L. and are subject to the Copyright, Property Rights and Trademark laws in force. Therefore, and in compliance with the regulations, in the event that such documentation is provided, distributed or used by third parties, it will be considered a breach of this contract.

All documentation, planning, design and specifications furnished by the BUYER to the SELLER shall be deemed to be the property of the BUYER only, shall be considered confidential and may not be transmitted to third parties, copied or used for any purpose other than to fulfill the PURCHASE ORDER, without the written consent of the BUYER.  
 The BUYER does not grant the SELLER any license or permission with respect to the documentation, drawings, design or specifications delivered to the SELLER.

**24 GUARANTEES**

The following provisions shall apply when so specified in the corresponding PURCHASE ORDER. The SELLER shall provide a performance bond, a technical guarantee bond, as well as any other type of bond that may be applicable (advance payment bond if applicable), unconditionally and irrevocably, according to the attached form.  
 All guarantees shall be issued by an internationally recognized bank accepted by the BUYER. Bank commissions and charges relating to the said guarantees shall be borne by the SELLER.  
 All guarantees shall be issued in the currency in which the terms of payment have been agreed.

**Performance Bond**

Within thirty (30) days of receipt of the order, the SELLER shall provide a Guarantee in the amount of 10% of the contract price.  
 Said guarantee shall be returned to the BUYER after delivery of the goods without interest, at the SELLER'S request.  
 Otherwise, a 10% withholding tax will be applied to the invoice.

**Technical Warranty Bond**

At the time of delivery of the goods, the SELLER shall provide a technical guarantee of 10% of the value of the Contract according to the attached model.  
 The Technical Warranty Deposit shall be returned to the BUYER at the end of the warranty period, without interest, at the request of the SELLER, provided that the BUYER/SELLER has fully complied with its contractual commitments. Failing this, a 10% retention shall be applied to the invoice.  
 If the SELLER fails to deliver the Guarantee and Bond required by this contract, the BUYER may suspend payment, but the SELLER shall nevertheless continue to fulfill its obligations.

**26 INSURANCE**

The SELLER shall obtain all insurances necessary for the performance of its work and shall bear all expenses incurred.  
 Even if the SELLER'S insurances do not cover all possible damage or loss of the goods, the SELLER shall not claim any compensation from the BUYER for the part of the damage that is not covered.