

# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TRANSPORT SUBCONTRACTING

## (Spain)

### **1. Scope of Application:**

These general terms and conditions for the purchase of transport subcontracting (the "TS GTC") shall apply when the companies of the STEF Group ('STEF'), which carry out temperature-controlled goods transport activities in Spain and abroad on behalf of their customers, delegate these operations' execution ('Services') to a third-party transport company (the 'Subcontractor'). STEF and the Subcontractor shall be referred to as the 'Party' or the 'Parties'.

The services thus entrusted by STEF to the Subcontractor shall be performed under a subcontract agreement ('Agreement'), consisting, if applicable, of the following documents in descending order of priority in the event of a dispute:

- contract confirmations, other instructions issued;
- the particular conditions negotiated between the Parties and their annexes;
- these TS GTC.

The Agreement supersedes and replaces any previous document exchanged between the Parties with respect to the same subject matter unless a specific agreement has been signed. The Subcontractor beginning performance of the Agreement shall entail the unreserved acceptance of all its terms.

The Parties have agreed to submit their relationship to common law and to all legal provisions governing the subcontracting of the road transport of goods at controlled temperatures, i.e. transports carried out in Spain shall be subject to the provisions of Law 15/2009 of 11 November on the Contract for the Carriage of Goods by Road and international transports to the Geneva Convention of 19 May 1956 (CMR).

With respect to health regulations, the Parties agree to abide by the national and European provisions in force on the date of performance of the Services, with which the Subcontractor states it complies.

### **2. Subcontractor's Undertakings:**

Within the framework of an obligation of results, the Subcontractor undertakes to use the material and human resources necessary to completely perform the Services, which it shall not be authorised to subcontract, unless otherwise agreed in writing by STEF, assuring STEF that:

**2.1.** It will comply with all the legal and regulatory provisions in force at the time of providing the Services, in particular with regard to transport, and in this connection, it will:

- (i) prove its registration in the registry of carriers by holding a transport licence [Community or National Transport], carrying a certified copy thereof onboard the vehicles in the case of international or Community transport and accreditation if the regulations so require in the case of national transport;
- (ii) respect driving and resting times and the Highway Code;

- (iii) ensure that the vehicles carrying out the Services comply with the health and transport regulations in force at the time the Services are performed;
- (iv) ensure compliance with special regulations, such as customs regulations or regulations relating to the transport of specific goods (e.g. goods subject to excise duties);
- (v) ensure adherence to national and European transport regulations. If the Subcontractor violates the provisions of Article 2.1, it shall be in material breach of its commitments toward STEF, which may then terminate the Services under the conditions provided for in Article 15.

**2.2.** It shall take all necessary measures to ensure that the Services are performed in accordance with the instructions sent by STEF.

**2.3.** It shall take all reasonable precautions during the handling and transport of the goods entrusted to it to avoid any loss, damage or harm thereto and, in this regard, it shall particularly ensure that the goods: (i) are kept in secure vehicles and (ii) are protected against any unauthorised intervention throughout the course of the transport operations entrusted to it.

**2.4.** It shall carry out the loading and stowage of the goods onboard the vehicles and the unloading and unstowage thereof, expressly assuming responsibility for the performance of these operations and the liabilities arising therefrom. These operations shall be carried out in accordance with STEF's instructions and in full compliance with the applicable regulations on transport, occupational risk prevention and the safety regulations approved by STEF.

**2.5.** It shall only use equipment adapted to the goods transported and to the access, loading and unloading facilities. The vehicles used shall be equipped with thermographs. They shall always be in perfect working order, well maintained, clean inside and out, and free of odours.

**2.6.** At the end of its duties, it shall maintain and return in perfect working order the traceability tools or any other material STEF has provided it with.

**2.7.** The Services will be carried out by responsible, experienced and competent drivers, who have the necessary authorisations, licenses and training for the transport of temperature-controlled goods.

**2.8.** It shall comply with safety protocols and all health and safety instructions in force in the different loading and unloading locations.

**2.9.** It shall respect the conditions for the provision and execution of the Services. In this regard, it shall particularly: (i) inform STEF, using its own means and/or the tools made available to it and by the deadlines indicated, of Services monitoring, (ii) return all the transport documents to STEF when delivery is completed (within forty-eight (48) or seventy-two (72) hours in the case of international transport), and (iii) return the load supports STEF has provided it with under the conditions indicated in Article 9.

**2.10.** It shall strictly comply with the schedules and other instructions sent to it and shall inform STEF in real time of any event that may jeopardise following those instructions.

**2.11.** It shall inform STEF as soon as possible of any difficulties encountered in the provision of the Services, so that STEF may remedy them.

### **3. STEF's Undertakings:**

As principal, STEF undertakes to ensure that the instructions given to the Subcontractor shall be compatible:

- (i) with required working hours, as well as driving and resting times, and

- (ii) with applicable transport regulations, paying the invoices issued by the Subcontractor in accordance with the conditions and deadlines set out in Article 12 of these TS GTC.

STEF may be obliged to provide ancillary services to the Subcontractor, which shall be formalised in a separate agreement.

#### **4. Transport Documents:**

The Subcontractor shall check that it has the transport documents required by Law 15/2009 of 11 November on the Contract for the Carriage of Goods by Road for national transport as well as by the CMR Convention for international transport, which accompany the goods received and specifically that these documents allow it to identify itself as the carrier in charge of the transport or, failing this, to identify itself.

It undertakes to ensure correct tracking of all documents accompanying the goods transported. Furthermore, all the transport documents referred to in these TS GTC are valid in both their printed and electronic versions.

#### **5. Delivery of Instructions:**

Initial instructions for the Services are included in the Agreement and/or, where applicable, in the contract confirmations, as well as in all other instructions sent prior to the Services' start, specifically the particular conditions and the annexes. These instructions may be supplemented by a transport order containing all the details necessary to correctly execute the operations. Any new instructions from STEF to modify the initial conditions for the performance of the Services shall be immediately provided to or confirmed with the Subcontractor in writing or by any other means so that they can be memorised.

#### **6. Health Safety - Temperature:**

The Subcontractor shall take charge of the temperature-controlled goods and undertakes to maintain them at the temperatures indicated by STEF or, failing this, pursuant to the regulations in force according to the nature of the goods for the entire duration of the Services.

The Subcontractor shall provide a vehicle previously refrigerated to the temperature required for loading. Temperature must be checked at the departure and arrival of the goods and recorded throughout the journey. In the event of any anomaly related to the temperature, the Subcontractor shall take the necessary protective measures to preserve the goods and shall immediately inform STEF and await instructions. It shall also undertake to provide the temperature curves within forty-eight (48) hours at the latest and shall ensure that its driver has a thermographic probe (thermometer) compliant with standard EN 13485 correctly calibrated to carry out the necessary checks.

Additional instructions regarding the refrigeration units' settings may be provided. The Subcontractor undertakes to comply with the same level of requirements that STEF guarantees its customers, particularly within the framework of its Group policy on quality, health, refrigeration control and food safety, available at the following address: <https://www.stef.com/documents-securite-sanitaire>.

In the event of non-compliance with the provisions of this article, the Subcontractor shall be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions provided for in Article 15.

## **7. Collection of the Goods:**

When the goods are collected from a location other than STEF facilities, the Subcontractor shall carry out a quantity and quality control, as well as a temperature control, which shall be systematically recorded on the consignment note.

Should any anomaly be detected, the Subcontractor shall immediately inform STEF, who shall confirm the instructions. It shall record any observations on the consignment note.

Irrespective of whether or not the Subcontractor has been involved in these operations, it shall make sure that the cargo and the securing and locking devices do not endanger road safety. If this is not the case, it shall request that the loading be carried out again under suitable conditions. Failure to do so shall result in refusal to accept the goods.

Prior to departure, the Subcontractor shall carry out an external inspection of the cargo from the point of view of the preservation of the goods, particularly as regards normal air circulation. In the event that the loading dock cannot be accessed, the Subcontractor shall indicate that on the consignment note.

When several consignments are loaded on the same vehicle, the Subcontractor shall ensure that any new loading is not detrimental to the goods already loaded, in terms of health compatibility and integrity, or to road safety.

If the Subcontractor is instructed to seal the vehicle, it shall do so after loading prior to departure and shall indicate the seal number on the consignment note.

## **8. Delivery:**

The driver shall note the time of arrival at the place of unloading on the consignment note. During goods unloading, the Subcontractor, regardless of whether or not it participates in the unloading, shall be present at the goods control operations carried out by the recipient.

It shall systematically and in real time confirm to STEF the time and status of each delivery made, using, where appropriate, the traceability tools provided by STEF. The Subcontractor undertakes to give STEF access to the geolocation data of its onboard computer system for the Services commissioned by STEF only.

### **8.1. Incident Management:**

If the recipient files an incident report at the time of delivery, the Subcontractor shall carry out a joint inspection and note its observations on the consignment note in the event of disagreement. If the incident concerns temperature, the Subcontractor shall carry out this check using its own probe thermometer. If the recipient rejects the goods, the Subcontractor shall immediately contact STEF and await its instructions, taking, in any case, all appropriate measures to protect STEF's interests. Should an incident give rise to an expert appraisal commissioned by STEF, the Subcontractor shall immediately inform its insurer.

## **9. Control of the Load Supports:**

### **9.1. Pallets:**

For each operation, the Subcontractor shall deliver the same number of pallets that have been entrusted to it. Otherwise, the pallets shall be delivered to the Subcontractor and the Subcontractor shall return them within thirty (30) days of the date of loading at the place of pick-up. Each month, a statement of the pallets delivered and returned shall be drawn up and communicated by any means. This document shall be equivalent to an acknowledgement of debt enabling STEF to invoice the cost of missing pallets plus the transport costs borne by it (return of the pallets to the indicated location) and the accompanying administrative costs. If this invoice is not paid or the pallets are not returned, upon unanswered request, it may be

offset against the invoices of the Subcontractor's Services.

**9.2. Other supports** (containers, rolls, etc.): With regard to the management of other supports, the carrier must comply with the specific instructions it has received. Any practice that deviates from these provisions shall be subject to specific instructions.

## **10. Progress Initiatives:**

The Subcontractor shall participate in the progress initiatives undertaken by STEF, which may consist, in particular, of periodic reviews of the Agreement. To this end, STEF and the Subcontractor may agree on KPIs, to be included, where appropriate, in a specific contract. STEF, its clients, and any designated third party may also be requested to carry out audits and/or assessments of the Subcontractor (relating in particular to service quality, safety, health, hygiene and sustainable development aspects). Any action plan resulting from these assessments/audits shall be monitored during the Agreement's periodic reviews.

## **11. Legal and Regulatory Obligations:**

The Subcontractor shall, at the commencement of the Services at the latest, send STEF or its representative the following documents for Spanish subcontractors and their equivalents for foreign subcontractors:

**11.1.** Copy of its [Community or national] Transport Licence in force.

**11.2.** Annual Certificate of valid Civil Liability Insurance and Annual Certificate of valid Professional Transport Liability Insurance (Cargo insurance) complying with the conditions set out in Article 14 of these TS GTC.

**11.3.** Certificate of being up to date with their Social Security obligations (Social Security clearance certificate). This documentation must be provided monthly, not just upon signing the agreement.

**11.4.** For the purposes of complying with the requirements of Article 42.4 of the Workers' Statute, STEF shall be provided with a list of all the Carrier's employees who will provide actual service within the framework of this agreement.

**11.5.** Certificate of being up to date with payments to the tax agency in force at the time of signing this agreement in accordance with the provisions of Article 43.1.f of the General Tax Law. This document must be provided at each renewal and upon signing the agreement and must always be in force.

**11.6.** Any other legal or regulatory document necessary for the exercise of goods transport activities in the territories covered. During the entire duration of its relations with STEF, it shall automatically send STEF or its representative these renewed documents upon their expiry, in the case of the transport licence and the insurance certificate, and every six (6) months, in the case of the other documents.

The Subcontractor's failure to send these documents and to keep them up to date may result in the termination of all Services. Furthermore, the Subcontractor shall immediately inform STEF of any change in its legal and administrative status, as well as of any event that may prevent the proper performance of the obligations under these TS GTC.

## **12. Financial Terms and Conditions:**

### **12.1. Rates:**

The rates that the Subcontractor applies to STEF are set out in the Agreement. The Subcontractor full and unreservedly declares and acknowledges that the agreed rates allow it

to cover all the costs associated with the provision of the Services for the foreseen duration thereof (paragraph g) of Article 10 bis of Law 15/2009 of 11 November on the Contract for the Carriage of Goods by Road.

### **12.2. Invoicing:**

The Subcontractor shall issue and send STEF at least one (1) invoice per month for its services. In accordance with the legal provisions, the invoices shall include the fuel expenses calculated in accordance with the fuel indexation tables provided. In addition to the statutory requirements, invoices shall include the reference given in the contract confirmation and/or the transport order and shall be drawn up and sent in electronic format to the billing address indicated in these documents.

Invoices shall include the reference given in the contract confirmation and/or the transport order and shall be drawn up and sent by electronic means to the invoicing address stated in those documents.

### **12.3. Payment:**

Payment shall be made within sixty (60) days of the invoice date. Non-payment on the due date shall automatically give rise to the payment of a fixed penalty of forty (40) euros and a penalty in discharge for late payment calculated by applying an interest rate equal to three (3) times the legal interest rate in force on the payment due date.

In any case, STEF may offset and deduct from the amount due to the Subcontractor any liquid, due and payable credit, unless the corresponding amount is duly contested.

By virtue of this Agreement, the Parties expressly authorise such deduction, offset or withholding. The offsetting of amounts, if any, shall be communicated to the Parties upon receipt of the remuneration as agreed.

## **13. Liability:**

The Subcontractor shall be responsible for the goods from the moment they are received until they are delivered to the recipient. It shall be personally liable to STEF for damages, losses, delays and any other damage, under the conditions and within the limits laid down in Law 15/2009 of 11 November on the Contract for the Carriage of Goods by Road and/or the CMR in the case of international carriage. Salvage sales of the goods are prohibited unless authorised in writing by STEF.

The Subcontractor shall also be responsible for the materials, towed vehicles and other equipment that STEF may place at its disposal. As such, it shall be liable for any damage or loss affecting them.

In the event of an accident or issue with a towed vehicle, the Subcontractor undertakes to file a report with the third party involved and to pay the invoices to repair the vehicle at STEF's first request, without any other formality necessary.

## **14. Insurance:**

The Subcontractor undertakes to take out Contractual Liability Insurance and Professional Transport Liability Insurance (Insurance of Transported Goods) with reputable and solvent insurance companies of its choice, providing sufficient coverage to at all times guarantee its suitability for the cargo and transports entrusted to it. Professional Transport Liability Insurance (Insurance of Transported Goods) must be taken out with the minimum coverages indicated below, per claim and vehicle:

- (i) National transport: the maximum limit set by Article 57 of Law 15/2009, of 11 November, on the Contract for the Carriage of Goods by Road.
- (ii) International transport: the amount of the maximum limit set by the provisions of the

CMR, for the gross weight of loaded goods in international transport.

If STEF notifies the Subcontractor 24 hours prior to loading, the latter shall insure the value of the cargo or, failing this, shall immediately inform STEF of its inability to provide the Service when the value of the cargo entrusted is greater than the aforementioned amounts for national transport and the maximum limit set by the CMR for international transport.

The Subcontractor's Professional Transport Liability Insurance (Cargo Insurance) shall include as a minimum:

- (i) 'Comprehensive' coverage and not only in case of 'Serious Accidents';
- (ii) 'Temperature Influence Risk' coverage for all causes and at least in case of breakdown and/or malfunction of the refrigeration unit and temperature indexing errors in the refrigeration unit;
- (iii) coverage for inexcusable and/or gross negligence;
- (iv) theft coverage in accordance with insurance companies' union clause on theft;
- (v) geographical coverage depending on the transport entrusted (CMR guarantee for international transport with a list of countries covered).

If the goods are no longer covered by a consignment note, it shall be the Subcontractor's responsibility to insure them under its Material Damage policy.

The Subcontractor also undertakes to take out policies covering its General Liability and Professional Liability, as well as its Road and Off-Road Liability for damage caused by its vehicle(s) and that caused by towed vehicles and equipment that may be entrusted to it by STEF. By extension, the Subcontractor's insurance policy shall cover all damage caused to materials, towed semi-trailers and equipment belonging to STEF, regardless of the cause. The Subcontractor undertakes to provide all the above insurance certificates issued by its insurance company upon first request, in accordance with the guarantees indicated.

## **15. Termination:**

The services may be terminated under the conditions provided for in Article 43 of Law 15/2009 of 11 November 2009 on the Contract for the Carriage of Goods by Road.

Furthermore, STEF shall inform the Subcontractor as soon as possible if a customer were to be lost and it were not possible to comply with the required notice period (reduction or non-delivery of the goods by the customer) to arrange for the termination of the Services.

In the event of serious infringement, the termination shall take effect immediately by sending a registered letter with acknowledgement of receipt. Without prejudice to the mandatory legal provisions in force, STEF may also terminate the Contract within thirty (30) days of the sending of a registered letter with acknowledgement of receipt if the Subcontractor should be declared bankrupt, become insolvent or cease its activity.

## **16. Confidentiality - Loyalty:**

The Parties undertake to treat as strictly confidential any information already received, as well as any information shared with them during the provision of the Services.

Both Parties undertake not to disclose such information to third parties without the prior express authorisation of the other Party. Each Party shall ensure the protection of the information contained in the documents entrusted to it by the other Party, taking all appropriate measures to this end, in particular with regard to its employees.

However, the obligation of confidentiality shall not apply to technical, logistical, commercial or other information: which the Parties can demonstrate was ordinarily known to them, without being confidential, before being communicated as confidential information; which

is in the public domain at the date Services begin; which may be communicated pursuant to a prior or subsequent written authorisation issued by the information's owner; which was obtained by the receiving Party from a third party with the right to communicate it to it without any obligation to maintain confidentiality or prohibition on disclosure; or which must be produced (upon notice to the disclosing Party where feasible) pursuant to applicable law or any other law or regulation, including a court order.

This confidentiality obligation shall be binding on both Parties for the duration of the Services and for three (3) years following their termination, irrespective of the cause. The Subcontractor shall not use the information for purposes other than providing the Services and shall refrain from any direct or indirect solicitation of customers of the STEF Group for the duration of the Services.

In the event of non-compliance with the provisions of this article, the Subcontractor shall be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions provided for in Article 15.

## **17. Independence of the Parties:**

The Subcontractor acts autonomously and in its own name. Under no circumstances shall it be employed by STEF, even temporarily. The Subcontractor shall not, by its actions, compromise or run the risk of compromising STEF's image, reputation or good name. It shall not present itself as STEF, one of its associated agents, employees or representatives or as having the power or authority to enter into obligations of any nature whatsoever, express or implied, on behalf of STEF.

Unless the use of the STEF brand is specifically agreed, the Subcontractor shall not be authorised to bear and/or use the names and marks of STEF, or any derivatives thereof, on any medium whatsoever.

The Subcontractor shall retain full responsibility for its personnel with regard to labour law. There shall be no subordination to or supervision of STEF. The Subcontractor shall retain authority over its personnel. As such, it shall be fully responsible for paying its employees and ensuring their supervision.

Upon request, the Subcontractor shall inform STEF or its representative of its total annual turnover, without the need for requisition. It shall take all necessary measures to diversify its clientele.

## **18. Ethics - Environment - Anti-corruption:**

**18.1.** As an essential condition of the Parties' commitment and in accordance in particular with STEF's Responsible Purchasing Charter, available on the stef.com website, the Subcontractor undertakes to:

- (i) respect the legal provisions in force, particularly those relating to safety and labour law;
- (ii) implement a continuous improvement process to limit its direct impact on the environment, in particular: energy consumption, CO<sub>2</sub> emissions, direct discharges of pollutants into the natural environment, noise levels, use of toxic substances, waste production, etc.;
- (iii) respect the provisions of the United Nations Convention on the Rights of the Child of 20 November 1989 prohibiting child labour;
- (iv) not to have recourse, in any form, to forced or compulsory labour as defined in Article 1 of the International Labour Organisation Convention of 25 June 1957 concerning the Abolition of Forced Labour. More generally, it undertakes to comply with all national and international social, safety, health and environmental obligations



applicable to its activity and/or required by STEF.

**18.2.** In particular, STEF Group in compliance with the provisions of the regulations in force, specifically with regard to the Law 2/2023, regulating the protection of persons who report regulatory infringements and the fight against corruption, and in accordance with the compliance policy implemented in the organisation, makes an 'Alert Channel' available to report any incidents, warnings or complaints about conduct within the context of employment or professional activity, which may constitute infringements of European Union law or serious or very serious criminal or administrative offences.

To report these incidents, warnings or complaints through the Alert Channel, please use through the corresponding section of the website: [www.stef.es](http://www.stef.es).

Through this section, you can also learn more about the principles that govern the Channel, the protection measures and the rights and guarantees that apply by consulting the Alert Channel management Policy and Procedure documents.

The Alert Channel is managed in accordance with the guarantees of independence, confidentiality and data security, as well as with the other rights and guarantees in force in the field of data protection, related to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Individuals' Data, in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, as well as in any other European or national regulations that may be applicable, and shall only be used for the purposes described above.

In accordance with STEF's Charter of Ethics and Business Conduct, STEF employees may not solicit or accept for themselves or for a member of their family or offer or give to the representatives of a supplier money or any gift that may influence the business relations between STEF and that supplier.

In this respect, the Subcontractor undertakes to respect the terms of this undertaking.

The Subcontractor's legal representative undertakes to inform STEF of any financial or family relationship between it, a member of its family or any employee of its company and any STEF employee of which it becomes aware and which could give rise to a conflict of interest.

## **19. Coordination in the Prevention of Occupational Risks.**

For the purposes of complying with the coordination of business activities established in Article 24 of the Law on the Prevention of Labour Risks in force and the implementing regulations, both STEF and the Subcontractor will provide the other party with all the appropriate information and instructions regarding the risks existing in the work centres in writing, indicating the corresponding protection and prevention measures as well as all those measures that are applicable in cases of emergency to communicate them to the workers assigned to the contracted service.

The Subcontractor undertakes to meet the requirements that STEF's preventive coordination tool called 'eGESTIONA' requires. All in accordance with the provisions of the 'User's Manual' that STEF shall send to it for this purpose, together with its access codes and user name.

## **20. Personal Data Protection:**

The Subcontractor undertakes to comply with all applicable legislative and regulatory provisions on personal data (in particular, Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, known as 'GDPR') and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights.

It undertakes to implement all necessary procedures and actions to process and retain the personal data that it may have to collect and process in the performance of the Services as a controller or processor within the meaning of the Regulation, in strict compliance with the GDPR provisions. STEF, aware of the risks associated with collecting and using personal data for the privacy of each individual and in compliance with the applicable laws and regulations, has given priority to the protection of such data and respect for privacy. STEF has established a General Personal Data Protection Policy that serves as a framework for the responsible collection and use of such data under the strict framework of STEF's activities ('General Policy').

This General Policy, applicable to STEF, as data controller or data processor within the meaning of the GDPR, is available on the stef.com website and is regularly updated to take into account legislative and regulatory changes in this field as well as changes in STEF's organisation and activities.

The Subcontractor is encouraged to periodically consult this General Policy to be aware of the latest modifications made to it and learn:

- (i) STEF's commitments regarding personal data protection and compliance with the GDPR;
- (ii) the principles and rules followed by STEF to manage personal data in relation to the data processed, the purposes of the processing, its legal bases, the retention periods, the recipients of the data, security and confidentiality; and
- (iii) the rights that individuals have regarding their personal data as data subjects and the means of exercising those rights.

STEF guarantees to the Subcontractor an adequate level of protection of the personal data collected and processed when using the available traceability tools. STEF guarantees that these data shall be processed solely for the purposes of traceability and the security of the goods transported.

The confidentiality of these data is guaranteed by the fact that they shall only be processed by designated and trained recipients. These data shall be collected and processed only for the time necessary for the purposes for which they are to be used. Where applicable, any supplier that is to be involved in the processing of these data shall be subject to a specific framework ensuring that it complies with the GDPR and with STEF's requirements at minimum. A data processing agreement may be concluded between STEF and the Subcontractor.

If the Subcontractor intends to make use of any of its rights, it may address itself to the HR Department located at Calle Límite, No. 6, P.C. 28850, Torrejón de Ardoz, Madrid or to the following e-mail address: STEF\_IBERIA\_PROTECCION\_DE\_DATOS@stef.com.

Finally, the Subcontractor may contact the Spanish Data Protection Agency and other competent public bodies for any claim arising from the processing of its personal data.

## **21. Intuitu personae:**

The Subcontractor shall not be authorised to transfer all or part of the rights and obligations arising from the Agreement nor any other instructions communicated by STEF by any means whatsoever to third parties without STEF's prior and express authorisation.

Any transfer not authorised by STEF shall constitute a serious breach which shall justify the automatic and immediate termination of the Services.

In the exceptional cases in which the Subcontractor outsources the transport services entrusted by STEF and as a result of the Subcontractor failing to pay for the services the other subcontractor takes direct or legal action against STEF, the Subcontractor expressly and

unconditionally assumes the payment of the amounts claimed from STEF, which must be paid within 15 calendar days of STEF notifying it of the aforementioned claim.

If the 'actual carrier' has carried out a transport by virtue of a contract concluded with the Subcontractor or with another subcontractor, with or without STEF's authorisation, and it notifies STEF of the exercise of a direct action, either under Law 9/2013 of 4 July, which amends the Land Transport Act, or under the Self-Employed Workers' Statute, or under any other applicable law, STEF shall be entitled to withhold an amount equivalent to that which is the object of the direct action from the first invoice or invoices issued by the subcontractor, which shall be released if the Carrier proves within the following 15 day that the payment which is the object of the direct action has been made, regardless of who has made it. Once this period has elapsed, STEF may pay the amount claimed to the 'actual carrier'.

In the event that the 'actual carrier' brings an action before the competent transport arbitration board or court, STEF will maintain the retention until the final decision is made and becomes final or until the proceedings are terminated by a settlement agreement.

Likewise, the expenses that may arise from the exercise of such actions by the 'actual carrier' shall be borne by the subcontractor, and STEF is entitled to retain or offset any outstanding amount with the subcontractor.

However, STEF may freely assign all or part of its rights and obligations by any means and, in particular, by contribution to any company in which it directly or indirectly holds a part of the capital which confers on it at least forty per cent (40%) of the voting rights at the general meetings of such company as well as to any company which directly or indirectly holds a part of the capital which confers on it at least forty per cent (40%) of the voting rights at the meetings.

In the event of sale of all or part of its activity, the Subcontractor undertakes to give STEF prior notice within a reasonable period of time.

STEF reserves the right to terminate the services by operation of law without any indemnity or penalty upon thirty (30) days' notice in the event of a change of control of the Subcontractor whether by sale, merger, takeover or restructuring of the group.

## **22. Interpretation - Enforcement:**

Any dispute relating to the interpretation and/or enforcement of these documents if an amicable settlement is not reached shall be settled by the Judges and Courts of Madrid Capital, to which the Parties grant exclusive jurisdiction, expressly waiving submission to the Arbitration Boards, especially those of Transport.

This Agreement shall be interpreted in accordance with Spanish law.

23/05/2024