



# General Terms and Conditions for Purchasing by the Deutsche Telekom Group (GTC Purchasing)

## Part B: Specific terms for T-Systems Iberia

### 1. Quality Management, Environmental Protection

- (1) Contractor shall adhere to Customer's requirements for quality management and environmental protection, including the compliance of regulations in force about waste of electric and electronic equipment. If stipulated in the specification, Contractor shall document the application of a quality management system in accordance with DIN EN ISO 9001, including environmental regulation according to UNE EN ISO 14001. If it is required Contractor should submit a copy of the relevant documents (authorizations and cards), under current legislation, according to the territory where are performed the contracted services to provide evidences of accreditation of certain services affected by specific legislation.
- (2) Contractor should notify to Customer any atmospheric emission, liquid discharge, waste generation, liberation of hazardous substances as a result of his activities and assume the responsibility of potential accidents or incidents.
- (3) Likewise, Contractor should notify to Customer any water, energy or other resource consumption higher than expected as long as contractor's activity was performed in T-Systems facilities.
- (4) In the supply of electrical and electronic devices, if the Contractor has permanent establishment in Spain, in accordance with the provisions of the applicable regulations on the management of waste electrical and electronic devices T-Systems is exempt from its destruction at the end of its useful life and is merely acting as an intermediary of the EEDs without being considered as an importer or producer for these purposes.
- (5) Contractor commits to transmit Customer environmental requirements to companies subcontracted to perform a service to Customer. Anyway, Contractor will be responsible to Customer for complying those requirements. The contractor has to include environmental and safety training in their training plans.

### 2. Default

- (1) In the event of default, the statutory provisions shall apply, unless otherwise provided for below.

- (2) A default of Customer with regard to payment shall require a prior reminder of no avail from Contractor.
- (3) If a penalty is agreed, the application of such penalty shall not exclude the requirement of possible liabilities in case that the event that has caused the application of said penalty has produced damage for Contractor. Customer may reserve the contractual penalty right any time up to the final payment.

### 3. Rescission or Termination for Good Cause

The Customer will be entitled to rescind or terminate the agreement if Contractor does not fulfill its obligations set forth in this agreement and/ or does not remedy the consequences of incurred violation – if remediable – within 7 (seven) days after delivery of a written notice stating that violation.

The Customer is further entitled to extraordinary terminate the agreement in case the Contractor or its subcontractors do not comply with any imperative regulation.

### 4. Liability

- (1) Contractor undertakes to fully indemnify Customer for all and any damage caused by defects of its products or services upon first written request. Contractor also undertakes to indemnify Customer against any claims for damages by third parties in the same way. Same applies in cases of joint and several liabilities in accordance with law.
- (2) In addition, Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. Customer shall notify Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) Other statutory claims shall remain unaffected.

### 5. Transfer of Risk, Acceptance, Inspection for Defects

- (1) For the transfer of risk and title the statutory provisions shall apply, unless otherwise agreed.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a

written acceptance by Customer. The transfer of risk occurs with the signature by Customer of an acceptance certificate. Any implied acceptance, in particular by Customer's use of the products or services, is excluded.

- (3) Apart from that with regard to deliveries, the risk is transferred to Customer upon arrival at the place of receipt and upon counter-signing of the delivery note by authorized employees of the Customer. Upon delivery, Customer shall inspect the delivery only for obvious defects (identity, completeness and damages in transit). In the case of large-scale deliveries, Customer shall be allowed to narrow the inspection to random checks, being entitled to inspect and object to defects in the act of delivery, and being entitled to inspect and object to defect for a term of 7 days.

#### **6. Liability for Defects**

- (1) Contractor shall be liable for defects during twelve (12) months (except if the parties have agreed a longer term), commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which Contractor is responsible. The period of liability is extended by the time the products or services cannot be used correctly. If the product has to be resold by the Customer to an end customer or end user, the warranty period will finish twelve (12) months after the first use or the implementation by the end user, but no later than twenty-four (24) months after the Customer has accepted the product as non-defective.
- (2) This provision shall apply to defects arising during the limitation period for claims for defects. Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to Customer shall remain unaffected.
- (3) Unless longer limitation periods are provided by law, Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or Customer becomes aware of the defect of title otherwise.

#### **6. Work and Residence permit**

- (1) Where employees, vicarious agents or subcontractors without Spanish citizenship – or Portuguese citizenship, for services rendered in Portugal –, Contractor hereby assures that all necessary official approvals (i.e. work and/ or residence permits) have been obtained. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid work permit and a valid residence permit be deployed. Contractor shall indemnify Customer from any legal

consequences resulting from failure to comply with these requirements.

- (2) As an independent contractor, Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from Customer.

#### **7. Confidentiality. Data protection.**

- (1) The Parties shall comply with the provisions of the applicable laws of the European Union (in particular the Regulation EU 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, GRDP) and of the Spain, as a Member State (referred to jointly as "Legal Provisions"), as well as the internal policies approved by the Customer from time to time. The Parties acknowledge that, within the execution of the service, certain personal data could be collected and filed as per article 28.3 GRDP. Consequently, the Parties commit to apply to such data all the security measures specified in the legal provisions and to not use such data for a purpose different to the purpose of the service. Personal data collected by the Parties in the execution of the services will not be assigned or communicated to third parties. Notwithstanding the above, Contractor acknowledges and accepts that Customer is entitled to assign the personal data of the Contractor to the companies that are part of the Customer group of companies, with purposes exclusively related to the execution of the services.
- (2) Contractor commits to inform its employees about its obligations regarding the personal data collected from and property of the Customer.

#### **8. Information Security**

- (1) Contractor is obliged to implement controls as well as rules for the acceptable use of information.
- (2) Contractor should provide its employees with appropriate regular training in basic security principles.
- (3) In the IT/NT service level agreements, the Parties shall define all aspects and requirements relevant to data protection and security for the delivery of the commissioned services.
- (4) External companies that are granted access to networks and systems will have to adhere to Customer's security policies (TS Company Security Policy and TS Security Rules Base).
- (5) For services related with critical IT/NT systems for the Customer or its final customers, the Contractor agrees on the Customer's right or any third party commissioned by it to check the IT/NT systems on the contractor's premises, including the right to access buildings and facilities and to check the relevant IT/NT systems.

- (6) Contractor should ensure that security incidents are reported to the Customer's security officer, so that the Customer is in a position to react to security incidents.
- (7) The Parties shall cooperate when larger problems or incidents occur.

**9. Invoices, Terms of Payment, Taxes**

- (1) In addition to the provisions included in GTC Purchasing Part A, all invoices must content the number of delivery note and the code of the goods, as well as the place and the date of delivery or provision of the services and the description of the products. In any case, the invoice must comply with the requirements for invoicing of applicable law and regulations.

The payment period shall be 60 days. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this section, but not before performance/acceptance of the service. Customer will make payments only 20<sup>th</sup> day of each calendar month ("Payment Date"). The invoice shall be paid on the next Payment Date following the end of the payment period. The date on which Customer submits the remittance order shall be authoritative for compliance with the payment period, whereby the period between the end of the payment period and the specific Payment Date shall not be taken into account.

- (2) If a credit note procedure has been agreed, the following provisions shall apply in deviation from the provisions of this section:

If Customer effects payments without Contractor submitting invoices, the payment period shall commence when Customer has finished entering the data, but no later than three working days after submission of the delivery note/service confirmation and not before provision/acceptance of the service.

The service shall be billed on the basis of the delivery note/service confirmation. Contractor shall receive a credit note from Customer on a monthly basis by the third working day of the following month as proof of the services recorded by Customer electronically. The credit note shall show the services according to type and quantity, as well as the net prices, the value-added tax rate, the value-added tax amount and the total amount for each delivery note/service confirmation.

- (3) The liability for value-added tax shall pass to Customer if Contractor is not a Spanish company and the services or sales performed under a contract for work and materials by Contractor are taxable in Spain In such a case, Contractor shall not itemize Spanish value-added tax in the invoice. If Contractor brings items from a third country to Spain in order to provide the aforementioned services or work and if in this connection turnover taxes

on imports are levied, these taxes shall be borne by Contractor.

**10. Assignment of claims**

Contractor's claims against Customer may only be assigned with the express written consent of Customer's procurement unit.

**11. Intellectual property**

If nothing different is stated in the Order or the specifications and additionally to the provisions included in GTC Purchasing Part A and to the extent that the performance involves an individual service for the Customer, all the intellectual property rights upon the results of the works especially developed for mentioned Customer in the frame of such performance of individual service will belong to Customer, worldwide and for the full term of said intellectual property rights. This includes the delivery by Contractor of the source code of that software and those applications especially developed in the frame of the provision of the services.

In the event of an authorized subcontracting of part of the services, Contractor must ensure the inclusion of this obligation in the contract signed with its respective subcontractor.

**12. Independent service provision**

- (1) The services will be provided from the place agreed by the parties. If there is not any agreement about such place, the services will be provided by Contractor always inside the EU. Customer's express and written consent will be required for the provision of services outside EU.

- (2) Contractor's agrees that the team assigned to the services and people that comprise it:
  - a) have the training, qualification and is dimensioned in an adequate manner to carry out agreed tasks,
  - b) know the content of the intellectual property clauses referent to the programs and databases, security, and privacy and personal data, and their obligation to respect them.

- (2) Contractor agrees to be aware of the payment of salaries and social security contributions of the personnel assigned to the services, and commits to delivering to the Customer, as often as requested, prove of the monthly payment of such salaries, as well as certificates of current payment of obligations with Social Security (TC1 and TC2 documents, in Spain; "mapas" e "comprovantes de pagamento à Segurança Social", in Portugal).

- (3) Contractor shall comply properly with their obligations to the Treasury, as an independent company, what includes the payment of the output VAT. Contractor agrees to deliver to the Customer, as often it requires, a valid certificate stating evidence of current payment of their tax obligations to the Treasury.

(4) Likewise, in accordance with the provisions of Royal Decree 171/2004, of 30<sup>th</sup> January, which implements article 24 of Law 31/1995 of 8 November on Prevention of Occupational Risks – or Código de Trabalho e do regime de Prevenção de Riscos Laborais, in the event of services provided in Portugal - for the coordination of business activities, the Parties undertake to establish the cooperation mechanisms necessary for the prevention of work and health risk in the workplace, in the event that services are provided in the premises of the Customer or its final client. Specifically, Contractor undertakes to inform its employees and collaborators, before the start of the service, about the risks inherent to the workplace that may affect their activities, the measures to be taken for the prevention of such risks and the emergency measures to be implemented, which have been provided by the Customer or its final client, as well as to enforce these instructions to such employees and collaborators.

### **13. Final Provisions**

The laws of Spain, except where the application of a local law is mandatory, shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law.

In order to resolve any dispute that may arise, the Parties expressly waive any jurisdictional entitlement they may be entitled to, and expressly agree to be bound by the jurisdiction and authority of the courts of Barcelona (Spain).