

DETAIL OF CERTIFICATION SERVICES

GENERAL AND SPECIFIC CONDITIONS OF THE SERVICE

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EXTERNA SOLUCIONES, S.L. is a certification body accredited by ENAC.

This offer adopts a contractual character at the moment it is accepted by the customer.

This contract details the requested services on which the technical review has been carried out and the certification services have been proposed. Any change that occurs in the data of the organization indicated must be communicated to EXTERNA SOLUCIONES, S.L. in order to evaluate its incidence and to propose modifications to the audit process and / or the current contract that guarantee compliance with the established certification conditions.

All the data provided will be reviewed by the audit team during the course of the audits. Any difference detected by the audit team that could lead to a breach of the conditions of provision of the certification service will entail the modification of the contract.

GENERAL CONDITIONS OF SERVICE

SERVICES

1. These general conditions of service shall apply to all certification services offered by EXTERNA SOLUCIONES, S.L.
2. The conclusions that are incorporated in the reports issued by EXTERNA SOLUCIONES, S.L. after the evaluation processes will not be binding for the Certification Body, being the decision to issue or not the corresponding certificate of the exclusive power of the Entity.
3. The decision to issue a certificate, suspend it, withdraw it or cancel it will be taken by EXTERNA SOLUCIONES, S.L. in accordance with the provisions of its procedures, being therefore in any circumstance duly motivated.
4. EXTERNA SOLUCIONES, S.L. may subcontract the execution of audit services to a duly qualified agent according to the requirements of the Entity, authorizing the Client to the Certification Body to disclose to the latter any information deemed necessary to properly carry out the contracted evaluation services.

CUSTOMER OBLIGATIONS

The obligations and duties of clients are set out below. In addition to them, in the case of RETRAY certification processes, the client will be subject to the obligations and duties (also the rights) established by the Ecosense Foundation.

5. The client always complies with the certification requirements, including implementing appropriate changes when communicated by the certification body.
6. The client formally declares, from the moment of signing and accepting the offer of services, that he has not been induced or forced to do so, as well as that he has not been given guarantee, representation, declaration,

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security, pact, agreement, privilege or any commitment of any nature other than that expressly set out in these General Conditions. Any condition or stipulation included in any format of the client's internal regulations or in its documents that intend to add or modify these General Conditions, will not have any effect unless it has been previously expressly accepted in writing by EXTERNA SOLUCIONES, S.L.

7. The Client undertakes to prevent all obstacles that involve an interruption of the contracted services.

8. The Client undertakes to provide EXTERNA SOLUCIONES, S.L. all the necessary information related to the dangers that your staff may face during visits to your facilities, within the service provision process. The staff of EXTERNA SOLUCIONES, S.L. undertakes to comply with all the necessary measures to ensure that during their stay at the client's facilities, the current regulations on health and safety are complied with.

9. If the certification applies to ongoing production, the certified product continues to meet the product requirements. In particular, when the certification granted is accompanied by a declaration of the % recycled content, the client will be obliged to maintain the productive conditions that guarantee the maintenance of this content.

10. The Client will immediately inform EXTERNA SOLUCIONES, S.L. about any change that has occurred in its facilities, production processes or others and that may affect the processes or products for which the audits are carried out. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Examples of changes may be: legal, business, organizational or ownership status; organization and management (for example, key managers, decision makers or technical staff); modifications in the product or in the method of production; contact addresses and production sites; Major changes to the quality management system.

11. The Client undertakes to comply with the certification requirements, including the implementation of appropriate changes when they are communicated by the Certification Body.

12. The Client may not reproduce or publish extracts from any of the reports provided by EXTERNA SOLUCIONES, S.L. The Entity reserves any legal actions that may assist it in the event of non-compliance with this clause, or in the event that EXTERNA SOLUCIONES, S.L. consider that your name has been used inappropriately. The client will not disclose details about how EXTERNA SOLUCIONES, S.L. carries out, directs or executes its operations.

13. The Client takes all necessary measures to:

- 1) Conduct assessment and surveillance (if required), including arrangements to examine documentation and records and gain access to relevant client equipment, locations, areas, personnel and subcontractors
- 2) Investigate complaints related to certified processes or products, if they occur. In addition, you must keep a record of all of them, making it available to EXTERNA SOLUCIONES, S.L. when this is requested. In relation to this point, the Client undertakes to take appropriate actions with respect to such complaints and with respect to deficiencies found in the affected products or processes that are certified. These actions must be documented. This section will be subject to audit by EXTERNA SOLUCIONES, S.L.
- 3) Admit - if the Accreditation Body, the owners of the reference schemes in the audit or the Certification Entity itself requests it - the presence of evaluators during the audit processes. The function of these evaluators is to supervise and evaluate the performance of the auditors of EXTERNA SOLUCIONES, S.L. to assess their technical competence, so in no case will their presence alter the normal development of the audit. If the presence of these evaluators is not admitted, the Client's certificate will be withdrawn. The presence of observers whose function in this case will not be evaluation will also be possible. In the latter

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case, their presence will not alter the normal development of the audit, but their attendance will be agreed upon prior to carrying out the audit with the client.

14. The client makes statements about the certification consistent with the scope of the certification. If the client supplies copies of the certification documents to others, the documents must be reproduced in their entirety or as specified in the certification scheme. By referring to its product certification in media such as documents, brochures or advertising, the customer complies with the requirements of the certification body or those specified by the certification scheme.

15. The Customer does not use its product certification in a manner that would bring the certification body into disrepute, and does not make any statements related to its product certification that the certification body may consider misleading or unauthorized. The client complies with all requirements that may be stipulated by the certification scheme in relation to the use of conformity marks and information related to the product.

16. The Client will promote, disclose and communicate its certification in accordance with the standards and rules of use stipulated in the document Rules for the use of logos and Certification Marks of EXTERNA SOLUCIONES, S.L. This document has a contractual nature, and the Client is obliged to comply with it as a complementary part of the clauses of this contract.

17. The use of the corporate name of EXTERNA SOLUCIONES, S.L. is not permitted. or its brand without the prior consent of the Entity.

18. Immediately after suspending, withdrawing or terminating the certification, the client stops using it in all advertising material that contains any reference to it, and undertakes the actions required by the certification scheme (for example, the return of certification documents). certification) and any other measures that are required.

FEES AND PAYMENT

19. The fees set out in the Offer have been determined from the information provided by the client and taking into account the extent of the evaluation work to be carried out. EXTERNA SOLUCIONES, S.L. reserves the right to increase these prices in case the circumstances or starting data change, informing the Client in advance in advance.

20. The fees set forth in the Offer may be increased under certain circumstances. Without limitation, some of these circumstances may be: the partial or complete repetition of the evaluation process as a result of non-compliance with requirements established by the reference schemes in which the Client has incurred; re-evaluations carried out due to changes in processes or products; compliance with any request for documents or declarations relating to the work carried out by EXTERNA SOLUCIONES, S.L. These audits will be invoiced at a price of € 3.300 / audit day (VAT not included) plus travel, accommodation or living expenses derived.

21. In addition to what is stated in clause 17, additional fees will also be paid to EXTERNA SOLUCIONES, S.L. as a result of exceptional situations such as urgent service requests that involve the alteration of the agendas of the Entity's auditors or the cancellations or rescheduling of services previously fixed or agreed with the Client. In the case of cancellations or rescheduling of services, these additional fees will be invoiced at a price of € 3.300 / audit day (VAT not included) plus travel or accommodation expenses whose amounts have been paid until the

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moment of cancellation or reprogramming. In the case of urgent service requests, additional fees will be invoiced at a price of € 4.900 / audit day.

22. The invoices issued by EXTERNA SOLUCIONES, S.L. will be issued at the end of the evaluation work. The customer will be obliged to pay for them, regardless of the result of these.

23. EXTERNA SOLUCIONES, S.L. will not proceed to issue any certificate until the invoice corresponding to the services provided leading to its issuance has been previously paid. EXTERNA SOLUCIONES, S.L. reserves the right to cease or suspend all work and / or cause the suspension or withdrawal of any certificate to the Client that does not comply with the payment of an invoice.

24. The Client will not be entitled to withhold or delay the payment of any amount owed to EXTERNA SOLUCIONES, S.L. on account of any controversy or claim existing against EXTERNA SOLUCIONES, S.L..

25. EXTERNA SOLUCIONES, S.L. reserves the right to file any legal actions that may assist you aimed at satisfying the unpaid fees before any competent Court.

26. The Client will pay EXTERNA SOLUCIONES, S.L. all expenses incurred by EXTERNA SOLUCIONES, S.L. for the claim of the outstanding debt including attorney's fees and legal costs.

FILE STORAGE

27. EXTERNA SOLUCIONES, S.L. will keep records related to the Client's certification activities, at least, for the time stipulated by legislation and the Accreditation Body. At the end of this period, EXTERNA SOLUCIONES, S.L. will have them according to its criteria and with the limitations established by current legislation.

REPORT AND CERTIFICATE OWNERSHIP

28. Any document generated by EXTERNA SOLUCIONES, S.L. during the evaluation process will be the property of the latter and the client may not alter or falsify its contents. The Client may make copies of them for internal use. For external use, EXTERNA SOLUCIONES, S.L. will make available to the Client duplicates of the certificates.

CONFIDENTIALITY

29. EXTERNA SOLUCIONES, S.L. is responsible, through legal compliance commitments, for the management of all information obtained or created during the performance of certification activities. With the exception of information that the client makes available to the public, or where there is an agreement between the certification body and the client (for example, for the purpose of responding to complaints), all other information is considered private information and should be considered confidential. EXTERNA SOLUCIONES, S.L. will inform the client in advance about the information that it intends to make available to the public.

Contractual commitments with clients regarding confidentiality include access to information by ENAC or any other accreditation entity and access to information from the owner of the RETRAY scheme.

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When the certification body is required, by law or authorized by contractual provisions, to disclose confidential information, the client or person involved will be notified of the information provided unless prohibited by law.

Information relating to the client, obtained from sources other than the client (for example, from a complaint or from regulatory authorities), will be treated as confidential information

Except as required by law or by a judicial, governmental or other regulatory body, neither party nor its agents or subcontractors will use the confidential information for any purpose other than that of the contract and will not disclose the rest of the confidential information to any person or entity without the prior written consent of the other party, except as expressly provided in this document.

DURATION AND TERMINATION

30. The contract that constitutes this offer once accepted by the Customer will have the duration established in section 2 "Quotation" of this Offer. At the end of the initial term, the contract shall be automatically renewed unless, and in any case, until either party notifies the other in writing of its willingness to terminate the contract at least three months before the end of the initial term, or at any time if such period has already expired. All this except for breach of any of the conditions established in this section of Conditions, especially those referring to the payment of invoices for the services provided.

31. Both EXTERNA SOLUCIONES, S.L. and the Client will be entitled to immediately terminate the provision of services in the event of bankruptcy, insolvency, suspension of payments or cessation of activities by the other party.

32. Unless otherwise agreed in writing, the rights and obligations of the parties as defined in clauses 24, 25, 26, 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44 They will apply notwithstanding the termination of the services or the termination of the contract.

33. In the event that the Client transfers its activities to another organization, the transfer of the certificate is subject to the prior written consent of the Certification Authority. In the event such consent is given, the use of the Certificate by such new organization shall be governed by the Agreement.

34. In the cases in which EXTERNA SOLUCIONES, S.L. can not provide its services, including but not limited to, force majeure, natural disasters, war, terrorist acts or industrial actions; errors that prevent obtaining licenses or registrations; illness, death or resignation of personnel or failure by the client to comply with any of the obligations that bind him under the contract, the Client will pay EXTERNA SOLUCIONES, S.L.:

- a) The total amount of all services actually rendered, including the expenses that would have accrued therefor.
- b) A portion of the agreed fees for the services not provided that is equal to the proportion (if applicable) of the service actually performed.

EXTERNA SOLUCIONES, S.L. will be exonerated from all responsibility, whatever it may be, for the total or partial performance of therequired service.

LIMITATION OF LIABILITY AND INDEMNIFICATION

35. EXTERNA SOLUCIONES, S.L. undertakes to exercise due care and diligence in the performance of the services for which it has been hired, accepting responsibility only in cases of gross negligence. This does not exclude or

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limit the liability of EXTERNA SOLUCIONES, S.L. for death or personal injury or fraud or any other circumstance derived from fraud or bad faith of EXTERNA SOLUCIONES, S.L.

36. Without prejudice to the provisions of clause 34, the liability of EXTERNA SOLUCIONES, S.L. to the Client in relation to any claims for losses, damages or expenses of any nature and whatever their origin, under no circumstances may exceed a sum total or equal to the amount of the services object of the contract.

37. EXTERNA SOLUCIONES, S.L. will not assume any responsibility neither towards the Client nor towards third parties:

- a) For any loss, damage, injury or expense arising from
 - i) a failure of the Client to comply with any of its obligations contained herein
 - ii) any action included or not included in the bases of the reports of the Certificates, and
 - iii) any incorrect result, report or certificate derived from unclear, erroneous, incomplete, misleading or false information provided to EXTERNA SOLUCIONES, S.L.
- b) For loss of profits, loss of production, loss of business or expenses arising from business interruption, loss of revenue, loss of opportunity, loss of damages arising from claims of any third party (including without limitation product liability claims) that may be suffered by the Customer; and
- c) Any indirect or consequential loss or damage of any kind (whether or not included in the types of loss and damage identified in subparagraph (b) above).

38. With the exception of cases of proven gross negligence or wilful misconduct by EXTERNA SOLUCIONES, S.L., the Client undertakes and guarantees that he will hold harmless and indemnify EXTERNA SOLUCIONES, S.L. and its administrators, employees, agents or subcontractors against all claims (real or intended) made by a third party due to losses, damages or expenses of any nature, including attorneys' fees and court costs and resulting from the execution, intent to perform or failure to perform the Services, related to certification, (including without limitation, product liability claims).

39. Both EXTERNA SOLUCIONES, S.L. and the Client will have adequate insurance to cover their contractual responsibilities.

40. Except where the context so requires, each provision herein shall be construed separately from the other provisions. If one or more provisions of the contract or of these general conditions are declared null or void by application of the legislation in force, or as a result of a judicial or administrative decision, the other provisions will retain their force and validity.

MICELLANEOUS

41. Except as expressly established in these General Conditions, the Client may not assign the rights and obligations arising from the contract without the prior written authorization of EXTERNA SOLUCIONES, S.L.

42. If at any time EXTERNA SOLUCIONES, S.L. ceases to exercise totally or partially any right provided in its favor or remedy that assists it in this Contract, including but not limited to the one that provides for its resolution, this may not be interpreted as a waiver of the right in question, nor the right of EXTERNA SOLUCIONES, S.L. to subsequently exercise that right or any other faculty. Nor can it be interpreted as a waiver of the rights or remedies that may assist EXTERNA SOLUCIONES, S.L., the fact that it does not insist on strict compliance with any clauses of the Contract.

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FINAL PROVISIONS

43. All contracts entered into between EXTERNA SOLUCIONES, S.L. and the Client shall be governed by and construed in accordance with Spanish Law. In case of discrepancy in the interpretation or execution of the contract, the parties, expressly waiving the jurisdiction that by law may correspond to them, expressly submit to the Courts and Tribunals of Granada (Andalusia, Spain), unless otherwise agreed between the parties.

44. Any modification of the contract and these general conditions must be subject, for its validity, of an annex signed by both parties or new contract.

PARTICULAR CONDITIONS OF SERVICE

The Client and EXTERNA SOLUCIONES, S.L. agree that the contract will be automatically extended for equal periods unless the client reliably communicates to EXTERNA SOLUCIONES, S.L. his willingness to terminate it at least three months before the duration of the initial term or any of its extensions.

When changes occur in the certified organization that affect the data used for the preparation of this offer (see data of the organization in section 1 "Object"), this circumstance must be communicated to EXTERNA SOLUCIONES, S.L., before the possibility of revision of the offer.

Prices will be revised upwards annually based on the increase in the General CPI of the previous year. Any difference between the information provided by the Client and that which could be subsequently verified by EXTERNA SOLUCIONES, S.L. at any time (for example, due to changes in the client's organization) and that could lead to a breach of the certification requirements will mean the cancellation of this request, or its modification to adapt it to the new situation.

EXTERNA SOLUCIONES, S.L. cannot guarantee a specific date for the audit until your request has been received and the technical requirements are reviewed. However, we will try to accommodate your needs and confirm the date as soon as possible.

This proposal has been made on the basis of a prior analysis of the data provided by the applicant and/or the available in the database of EXTERNA SOLUCIONES, S.L. Therefore, the budget could be modified in the event of a change in the data or changes in the reference requirements.

In case of transfer of certificates, this offer will only be valid if the transfer visit is made before the expiration date of the certificate to be transferred and provided that said certificate is accredited and in force. The organization must provide a copy of the certificates.

In addition, for this type of audit it is necessary that the following conditions are met for the offer to be valid:

- That the requirements for the applicable certification are met at all times and the corresponding certificate maintains its validity and validity.
- The transfer of certificates depends on the successful completion of the pre-transfer review, and may include an on-site visit if the documentary review is not sufficient.
- The transfer of certificates is subject to a decision before the expiry date of the certificate to be transferred and provided that the certificate is accredited and in force.

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- That the Client authorizes the Certification Body issuing the current certificate to provide the information that EXTERNA SOLUCIONES, S.L. requests in relation to the transfer process.

Initial Audit:

The audit is carried out by the audit team designated by EXTERNA SOLUCIONES, S.L., accepted by the requesting organization, and in accordance with the established audit plan. During the audit, compliance with the requirements laid down by the reference schemes or standards that are the subject of the audit shall be verified. The audit will result, where appropriate, in the issuance of the certificate. The possible breaches (non-conformities) detected are considered as aspects to be solved within a maximum period of 30 days. To do this, the applicant company must submit to EXTERNA SOLUCIONES, S.L. a corrective action plan to correct the non-conformities detected, indicating the deadlines foreseen for its implementation. Where the audit team so deems, such corrective action plan shall include evidence of the effectiveness of the actions. As part of the corrective action plan, as long as the audit team deems it necessary, all the checks deemed necessary will be carried out again, including if necessary (and depending on the requirements of the scheme or reference standard of each audit) the realization of new calculations, or the performance of new tests.

Transfer of certificates:

In these cases, the time dedicated to the pre-transfer visit and the appropriate evaluations (if possible) will be unequivocally identified, in order to be able to adopt a decision related to the recognition of it, all this, prior to the start of the development of the evaluations that correspond to the certification cycle of the organization. To carry out a transfer of certificates it will be necessary to present a copy of the certificate in force, proving that it is valid and that it is not immersed in any process of suspension or withdrawal, a copy of the report of the last initial audit or renewal carried out together with the following follow-up reports with the evidence that the previous entity made a review of the corrective actions provided and considered them adequate. In case of not having the reports, it will be necessary to carry out an extraordinary audit to verify the adequate review of the actions.

Follow-up audits:

The date of the first follow-up audit after the initial certification should not be carried out more than 12 months after the last day of the initial audit or renewal. The following follow-up audits must be carried out at least 1 time per year and two follow-ups will always be carried out during each certification cycle.

Certificate renewal:

Taking as reference the expiration date indicated in the certificate delivered (two years from the date of issue in the case of RETRAY Proceso; one year from the date of issue in the case of RETRAY Product; three years from the date of issue for the rest of the certificates), it will be renewed by carrying out a Renewal Audit and always taking as reference the current standard in said date. The recertification audit must be performed in such a way that the new certificate is issued before the previous certificate expires.

Extraordinary audits:

Due to its exceptional nature, extraordinary audits have not been considered in this contract. These will be necessary when nonconformities that condition the issuance or continuity of the certificate are open and the closure of these must be verified, moving an auditor to the organization. These audits will be invoiced at a price of € 3.300 / audit day (VAT not included) plus travel, accommodation or living expenses derived.

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Extensions / reductions in scope: must be communicated by the client to EXTERNA SOLUCIONES, S.L. well in advance. As with all modifications, EXTERNA SOLUCIONES, S.L. analyzes the resource needs to perform the expansion / reduction audit, and a change in the contracted conditions may be derived from this analysis.

Issuance of certificates:

An original certificate will be issued in DIN A4 format in English. If certificates in different languages are also required, the organization must provide a translation of the scope of the certificate to be verified and the corresponding certificate will be issued. Each additional original certificate issued in a different language will be invoiced at the rate of € 200 / certificate, VAT not included.

In case the client requires the issuance of a new certificate in another language, the client must provide the translation into the required language.

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