

ERSHIP GROUP GENERAL CLAUSES OF AN AGREEMENT

Corporate responsibility

Ership Group has a Code of Ethics available at www.ership.com/en/entrada/codigo_etico/387, the contracting of services provided by the Group includes your compliance with these ethical standards and commitments regarding corporate responsibility.

Failure to comply with the principles contained in our Code of Ethics, the criteria established for the homologation of third parties (including the credit limit granted) or the guidelines provided by our risk management system (SIGER), may lead to the denial of service in the event that non-compliance could represent a legal or economic risk for the Group or a security hazard for our workers and collaborators.

Payment conditions

The settlement of the services provided by Ership Group will be carried out at the conclusion of the service or according to the terms established in the contract, offer or invoice. Any delay in payment further than 30 days will accrue default interest at the Euribor 3 months rate + 2.5%.

The term established by the Group for the payment of goods or services received, is 30 days from the receipt of the corresponding invoice when there is no term specifically defined in contractual agreement.

The payment of the invoices received will be made by bank transfer to the account, under supplier's title, registered in our computer systems. Ership Group reserves the right to withhold payment of any invoice for legitimate reasons, informing the supplier of the cause that originates said rejection so that the situation can be amended.

Liability for loss and damages

The entire liability of Ership Group companies for any and all claims arising out or in connection with the contamination, loss, damage or delay in the delivery of the cargo, shall in no case exceed the amount resulting from the limitation of liability provided for in any applicable law.

Third parties that provide goods or services to Ership Group confirm that they have subscribed, for the duration of the commercial or professional relationship, a civil liability insurance policy which covers the contracted activity, with a minimum coverage of 250,000 euros, in order to prevent their contractual and legal responsibilities. They also undertake to provide, before the start of the professional or commercial relationship, an insurance certificate in this regard, issued by their insurance company or broker, which must be updated in the event of policy renewal.

Claims

To properly monitor the quality commitments certified by our integrated management system (ISO 9001, ISO 14001, OHSAS 18001, GTP, ...), please send in writing to comercial@ership.com any potential complaint or claim you may have on the services provided by Ership Group.

Applicable legislation

The contracts and commercial agreements signed by the companies that form Ership Group are governed by Spanish law. Any disagreement or claim that cannot be reconciled between the parties will be solved in Spanish language in the Court of Arbitration of the Chamber of Commerce in Madrid. In the event that the amount in dispute exceeds 60,000 euros, Ership Group reserves the right to appeal to the ordinary jurisdiction.



Personal data protection

ERSHIP, S.A.U (or the corresponding Ership Group company) as responsible or co-responsible for the processing, informs that personal data is processed in order to carry out the presentation of offers and execution of our services and those actions related to the transaction, billing and management of incidents resulting from the services rendered, as well as commercial communications. Therefore, legal basis for processing being consent, pre-contractual and / or contractual relationship, or the rightful interest for sending commercial communications.

Personal data may be transferred, to the extent necessary for the provision of our services, between co-responsible companies within Ership Group, to third parties in charge of processing personal data under the same security measures of the Group or for compliance with legal obligations. Personal data will be kept for the period legally established, as long it is estimated the relationship can be maintained or recovered or receive any claim.

You have the right to revoke this consent, request access to your personal data, request its rectification or removal, limitation or opposition to its processing and / or the right of portability. In all cases, you can exercise your rights by email addressed to the Data Protection Officer dp-datos@ership.com enclosing an identity document. Any person can file a claim with the Spanish Agency for Data Protection through their web www.aepd.es in case you consider your rights have not been satisfied. You can access more information on data protection on the privacy policy of our website www.ership.com/es/entrada/politica_de_privacidad/398

Confidentiality

During the term of the contractual relationship and, at least, during the five (5) years after its termination, third parties must limit the use of Confidential Information obtained by reason of their relationship with Ership Group within the framework of the contracted activity, committing to maintain the strictest confidentiality regarding said information.

For these purposes, Confidential Information shall mean, by way of example and not limitation, technical, economic, commercial, legal, contractual, organizational structure or any other kind of information, as well as discoveries, ideas, knowledge, designs, know-how -how, source codes and any data that has been revealed or in any other way obtained during the term of the relationship maintained, with the exception of that information that is strictly necessary for the fulfillment of the obligations contained in the contractual agreement or that is required by legal imperative.

Use of corporate image

Third parties may not use the trademarks, trade names and any other industrial or intellectual property rights of Ership Group, as well as disclose the goods or services received or supplied, without the express consent of the Group's Commercial Management (comercial@ership.com)

This document is a free translation of a text originally written in Spanish. In the case of interpretation differences between both texts, the Spanish version will prevail.