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1.- Validity and effectiveness

1.1.- **Grupo Garnica Plywood, S.A.U.** is a Spanish public limited company (*sociedad anónima*), domiciled at Parque de San Miguel, 10, bajo, 26007 Logroño (La Rioja); it is registered with the Commercial Registry of La Rioja at Volume 669, Sheet 94, Page LO-12,057, bearer of the Spanish Tax Identification Number A-84818301; and it is the parent company, in the legally established sense, of a group of companies professionally engaged, among others, in the manufacture and sale of poplar plywood.

Grupo Garnica Plywood S.A.U. and all the entities listed below will be collectively referred to as “**Garnica**”, these General Conditions (as defined below) being applicable to all Orders (as defined below) placed by Grupo Garnica Plywood, S.A.U. and the following entities:

- (i) **Garnica Plywood Baños del Río Tobía S.A.U.**, a Spanish public limited company (*sociedad anónima*), domiciled at Camino de Berceo, s/n, 26320 Baños de Río Tobía (La Rioja), registered with the Commercial Registry of La Rioja under Volume 263, Sheet 1, Page LO-995 and bearing Spanish Tax Identification Number A-26011114.
- (ii) **Garnica Plywood Fuenmayor S.L.U.**, a Spanish limited liability company (*sociedad de responsabilidad limitada*), domiciled at Carretera de Navarrete, 20, 26360 Fuenmayor (La Rioja), registered with the Commercial Registry of La Rioja under Volume 347, Sheet 153, Page LO-3,629 and bearing Spanish Tax identification Number B-26212126.
- (iii) **Garnica Plywood Valencia de Don Juan, S.L.**, a Spanish limited liability company (*sociedad de responsabilidad limitada*), domiciled at Carretera de Valencia de Don Juan

a Villafer, km. 2, finca 2, polígono 17, 24200 Valencia de Don Juan (León), registered with the Commercial Registry of León under Volume 756, Sheet 12, Page LE-7,090 bearing Spanish Tax Identification Number B-24321655.

- (iv) **Maderas de Llodio, S.A.U.**, a Spanish public limited company (*sociedad anónima*), domiciled at Polígono de Santa Cruz, s/n, 01400 Llodio (Álava), registered with the Commercial Registry of Álava under Volume 867, Sheet 31, Page VI-6,542 bearing Spanish Tax identification Number A-01022409.
 - (v) **Garnica Samazan, S.A.S.U.**, a French simplified public limited company (*société par actions simplifiée à associé unique*), domiciled at 19 Impasse Galilée, 47250 Samazan, registered with the Commercial Registry of Agen under number 501 583 355.
 - (vi) **Garnica Troyes, S.A.S.U.**, a French simplified public limited company (*société par actions simplifiée à associé unique*), domiciled at 31 Rue André Beury, 10000 Troyes, registered with the Commercial Registry of Troyes under number 843 929 696.
- 1.2.- For the purposes of these General Conditions (as defined below), “**Seller**” means any natural or legal person who enters into a contract or agreement with Garnica in order for Garnica to purchase and acquire any of the Products (as defined below) manufactured and/or marketed by the Seller.
- 1.3.- In these General Conditions (as defined below), all terms commencing with a capitalized letter when there is no grammatical justification for it will have the meaning ascribed to them throughout these General Conditions. The plural of any term defined in the singular will have a meaning correlative to such term.
- 1.4.- These general conditions of purchase (hereinafter, indistinctly, the “**General Conditions**” or the “**Agreement**”) constitute the agreement by and between Garnica and the Seller and will govern the execution and performance of each order or purchase order of the Products (as defined below) (hereinafter, an “**Order**”) between Garnica and the Seller.
- 1.5.- The General Conditions are an essential and inseparable part of Garnica’s Order. Thus, the Seller cannot accept Garnica’s Order excluding the application of the General Conditions, since the price and other economic conditions requested by Garnica to the Seller are based on (i) the validity and effectiveness of these General Conditions, and (ii) their full and unreserved acceptance by the Seller.
- 1.6.- Any amendment or modification to these General Conditions must be made in writing and accepted by Garnica and the Seller.

2.- Propose of the Agreement

- 2.1.- The purpose of this Agreement is the purchase and acquisition by Garnica of the products of the Seller or the provision of the Seller’s services as defined in Garnica’s Order, all in accordance with the specifications, scope and limits set forth in this Agreement (hereinafter, such products and services will be collectively referred to as the “**Products**”).
- 2.2.- The specifications of the Products will be set forth in Garnica’s Order.

3.- Completion of the Agreement. Orders

- 3.1.- The Agreement will be concluded at the moment when the Seller accepts Garnica’s Order.

- 3.2.- These General Conditions are deemed to have been accepted by the Seller (i) by a written statement of the Seller addressed to Garnica, accepting these General Conditions (ii) by signing these General Conditions by an authorized person or representative of the Seller; or (iii) if the contractual relationship is not formalized in writing, as soon as Garnica has provided a copy of the General Conditions to the Seller or the latter has been informed of their existence on Garnica's website, i.e., www.garnica.one (the "**Website**").
- 3.3.- For the purposes of these General Conditions, each Order will be considered as an independent Agreement.
- 3.4.- Orders placed by Garnica must be in writing.
- 3.5.- The Order must be accepted by the Seller within 3 calendar days of its receipt. If Garnica does not receive a reply from the Seller within the said term, it will be understood that the Order has been accepted by the Seller, without prejudice to Garnica's right, in such an event, to demand (i) the cancellation of the Order and the return by the Seller of any payment made in advance or amounts received from Garnica; as well as (ii) the relevant compensation for damages, in accordance with Clause 11.2.-.
- 3.6.- The Seller's response to Garnica's Order which purports to be an acceptance, but contains additions, limitations or other modifications to Garnica's Order, will not bind Garnica unless it is expressly accepted in writing by Garnica and will solely apply to the relevant Order, neither affecting nor amending this Agreement whatsoever.
- 3.7.- Acceptance of Garnica's Order by the Seller entails full and unreserved acceptance of these General Conditions, which will prevail, in the event of contradiction, over any documents of the Seller and, in particular, the Seller's general conditions of sale, if any.
- 3.8.- Garnica may, at any time, make changes to the Order by issuing a new Order that cancels and replaces the initial Order.
- 3.9.- The documents forming the Order must encompass the characteristics and specifications of the Products and must include, at least, the following matters:
 - (i) a description of the Products to be supplied by the Seller;
 - (ii) the quantity of Products to be supplied;
 - (iii) the time and place of delivery of the Products, indicating, if applicable, the relevant Incoterm;
 - (iv) the unit price of the Products and the total amount of the Order; y
 - (v) the terms and methods of payment.

4.- Sellers' supply commitment

- 4.1.- The Seller must:
 - (i) sell and transfer to Garnica the Products that constitute the subject of this Agreement; and
 - (ii) plan the processing, completing and handling of the Products, so that this leads to the supply of the Products at the level of quality and within the delivery times set out in the Order.
- 4.2.- The Seller represents and warrants that it is aware of Garnica's activity and, in particular, of the high demands in the sector in which Garnica operates in terms of quality and compliance with the delivery times of Garnica's products to its clients, as well as regarding the serious consequences that would arise for Garnica in the event that Garnica supplies its clients with defective products and/or fails to comply with its delivery times.

5.- Delivery. Transfer of risk. Expenses

5.1.- Delivery of the Products by the Seller to Garnica must be made on the date and at the place indicated in the Order.

In the event that no delivery address is indicated in the Order, the Seller must inform Garnica of this, so that the latter may immediately provide the Seller with a delivery address.

Garnica reserves the right to vary the schedule, times and place of delivery established for the supply of the Products when circumstances, whether unforeseen or not, so require or make it advisable.

5.2.- All supplied Products must be stored, packed, loaded and transported under the terms and conditions specified in the Order and, if nothing is specifically stated in the Order, in accordance with standard trade practices and usages.

Seller will be liable for any and all damages or losses resulting from inadequate protection of the Products. Seller will also be liable for any and all costs and expenses arising from defective packaging or improper handling of the Products during transportation.

5.3.- The costs of transporting the Products to their final place of destination, and the relevant insurance for the transport, loading and unloading of the Products, will be borne by whoever is indicated in the Order and, if nothing is indicated in this respect, they will be borne by the Seller.

5.4.- The Products must be accompanied by the relevant delivery note. Likewise, the Products must be duly labelled and numbered, in accordance with Garnica's instructions, and the delivery note must include, at least, the following information: order number, delivery date, reference, description of the Products, quantity and delivery address.

5.5.- Once the Products have been delivered to Garnica in the place and under the conditions agreed upon, it will be understood that the ownership title and the risks of deterioration or destruction of the Products have been transferred to Garnica.

5.6.- Delivery of the Products will be deemed to have taken place on the date on which the delivery note of the Order is signed by an authorized person or representative of Garnica. The signing of the delivery note by Garnica does not entail acceptance of the quality of the Products. Acceptance of the Products by Garnica will be determined by the review and express acceptance by the Garnica department responsible for the Order.

6.- Invoicing

6.1.- The Seller will issue an invoice referring to the delivery note. The Seller's invoice must contain, at least, the following issues:

- (i) the Order number;
- (ii) the number of the delivery note;
- (iii) the concept and amounts invoiced, which must be in accordance with the Order;
- (iv) the unit price of the Products and the total amount of the Order;
- (v) the quantity of the Products; and
- (vi) the Intrastat code, in case of transactions outside Spain.

If the invoice consists of a certification, it must include (as an attachment) the supporting documentation duly certified by Garnica.

6.2.- The Seller cannot issue the relevant invoice until the complete delivery of the Order takes place, unless the parties expressly and previously agreed, in writing, on partial deliveries and invoicing.

6.3.- An original of the Seller's invoices, together with a copy (in which the mention "copy" must be expressly indicated), must be sent to Garnica's address set forth in the Order and, failing that, to the address set forth in Clause 1.1.-

- 6.4.- Invoices must be received by Garnica within 15 calendar days as of the delivery date of the Products. If the said term is exceeded, the invoices received will be returned to the Seller in order for the Seller to update them.
- 6.5.- Garnica reserves the right to return to the Seller any invoices that do not comply with the requirements set forth in this Clause 6.-.

7.- Price. Terms of payment

- 7.1.- The prices included in the Order (i) are fixed and unalterable, unless otherwise is expressly agreed in writing between Garnica and the Seller; and (ii) encompass all the costs in which the Seller may incur in order to carry out the supply of the Products or the services which are the object of the Agreement, including, but not limited to, packaging, postage and insurance.
- 7.2.- The terms and method of payment of the price will be those agreed by the parties in the Agreement or those stated in the Order and, in the absence of any agreement or provision in the Order, payment must be made by wire transfer and within 60 calendar days following receipt of the Seller's invoice by Garnica.

8.- Late delivery

- 8.1.- The Seller undertakes to comply with each and every one of the deadlines set out in the Order. The Seller and Garnica expressly state and agree that the deadlines are essential and must be complied with without any grace or courtesy term.
- 8.2.- The Seller will automatically be in default on the elapse of the deadline agreed for the performance of an obligation of the Seller under the Agreement, without the need for any formality or notice on the part of Garnica, except when such delay is due to events attributable to Garnica or to force majeure, provided that both the commencing and end of the delay caused by such causes are promptly communicated in writing by the Seller to Garnica at the time of their occurrence.
- 8.3.- Any delay in a delivery will entitle Garnica to terminate the Order and render it null and void without the need of serving or making any judicial or extrajudicial notice or request to the Seller.
- 8.4.- In any case, failure by the Seller to comply with the deadlines set forth for the performance of an Order will trigger a penalty, for every 15 calendar days of delay, amounting to 5% of the total price of the Order, Garnica also being entitled to terminate the Agreement in accordance with Clause 13.-.
- 8.5.- The penalties established for non-compliance with the obligations deriving from the Agreement will apply and accrue automatically, without the need to be requested or communicated to the Seller, being Garnica entitled to apply them directly, including by offsetting or by deduction from the price payable in any invoice issued by the Seller to Garnica.
- 8.6.- In addition, any penalties that may accrue will have a strictly penal function and, thus, will not prevent Garnica from claiming to the Seller any damages that may have been caused to Garnica. In particular, and without prejudice to any other series of damages, the Seller will be liable, and will hold Garnica harmless, for the damages defined in Clause 11.2.- below.
- 8.7.- If, for any reason, the Seller is unable to carry out the performance of an Order, it must notify Garnica as soon as the Seller becomes aware of the cause that prevents it from doing so and must assume any possible additional costs and expenses, penalties and damages that Garnica may suffer as a result of contracting the services or products from third parties or for any delays incurred by Garnica vis-à-vis Garnica's clients.

8.8.- The Seller must obtain all permits, authorizations, licenses or administrative registrations required for the performance of the Order.

The delay in obtaining the permits, authorizations, licenses or administrative registrations will not be considered as an act of God or force majeure for the purposes of the application of the provisions of Clauses 8.2.-, 8.4.- and 11.2.-.

9.- Quantity and quality of the products. Seller's warranty

9.1.- Quantity

Garnica will not accept partial deliveries of an Order, unless Garnica has accepted partial delivery of a specific Order expressly and in writing.

In the event that the quantity of the Products delivered by the Seller does not correspond to the quantity of the Products established in the relevant Order, the Order may be cancelled by Garnica and the Products returned to the Seller, and the Seller must bear the costs that such return may entail, including, but not limited to, transport costs. Garnica will only allow a margin of quantitative error of 10% with respect to the amount agreed in each Order.

9.2.- Warranty

The Seller represents and warrants that all Products supplied by the Seller to Garnica (i) will comply with all regulations and standards applicable to the Products at any given time and, in particular, but without limitation, quality, safety and environmental regulations and standards; (ii) will be of adequate quantity and quality; (iii) will be fit for the use for which they are intended by Garnica; and (iv) will conform strictly and fully to Garnica's Order.

Seller warrants the Product against any defect or error in the design, workmanship and materials used, and for the term set forth, if any, in the Agreement or in the Order.

The Seller represents and warrants that the Products to be supplied to Garnica will be free from liens and encumbrances, as well as from any third party rights.

9.3.- Quality control

Garnica may request, at no cost to Garnica, the delivery by the Seller of certificates of quality of the Products, in accordance with normal market practices and standards. The quality of the Products may be validly certified, for the purposes of this Agreement, by a body independent of the parties and of recognised prestige (the "**Independent Third Party**"). The Seller will be responsible, in all cases, for the authenticity of such quality certificates.

Garnica reserves the right to inspect the Products at the place of manufacture, storage or performance thereof. To this end, Garnica will have free access, during the performance of the Agreement, to the Seller's premises, subject to prior notification to the latter.

9.4.- Warranty term

Garnica will have a 180 calendar day term (as of each delivery of the Products) to verify any defects, whether apparent and manifest and/or hidden or non-manifest, which the delivered Products may have, and to give the Seller written notice thereof. If by law a warranty period longer than 180 calendar days is applicable, such legal period will prevail and will apply, instead of the aforesaid period of 180 calendar days.

9.5.- Defective products

Upon receipt by the Seller of a claim by Garnica, served within the term set forth in Clause 9.4.- above, stating that certain Products do not meet the quality specifications described in this Agreement or in the Order (hereinafter, the “**Defective Products**”), the Seller will have a 7 calendar day term to repair or replace, at Garnica’s option, the Defective Products with others of the same kind and quality as specified by Garnica. Without prejudice to this right to repair or replace the Defective Products, Garnica will also be entitled to (i) return the Defective Products to the Seller, and the Seller will reimburse Garnica the price of the Defective Products, or (ii) deduct from the price payable by Garnica the amount of the Defective Products returned to the Seller.

The provisions of this Clause apply without prejudice to Garnica’s right to accept the Defective Products at a lower price than that indicated in the Order. In such case, the lower price will be set by the Independent Third Party or in accordance with the provisions of Clause 24.2.-. For the sake of clarity, this right of Garnica is applicable without prejudice to the provisions of Clauses 11.- and 13.-.

9.6.- Supply chain. EUTR and REACH

The Seller must provide to Garnica documentary evidence of compliance with the provisions of the so-called “EUTR” (Regulation (EU) 995/2010 of the European Parliament and of the Council of 20 October 2010 laying down the obligations of operators who place timber and timber products on the market) and the Spanish “Royal Decree on Legal Timber” (Royal Decree 1088/2015, of December 4, to ensure the legality of the marketing of timber and timber products), as well as any other regulations applicable at any given time in this matter.

In particular, the Seller must provide information on the forest origin and supply chain of timber products, if so required by Garnica. Furthermore, if, in Garnica’s opinion, the risk arising from the Seller’s supply chain is considered high, the Seller undertakes, at Garnica’s request, to allow an inspection of the supplies by Garnica itself or by a person outside Garnica, including, but not limited to, the Independent Third Party.

Similarly, the Seller must provide Garnica with documentary evidence of compliance with the provisions of Regulation (EC) 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), or any other regulations applicable at any given time in this matter.

The Seller undertakes to provide Garnica, prior to the formalization of an Order, with the following information:

- (i) all information relating to the species and origin of the products of forest origin, as requested by Garnica; and.
- (ii) details of the technical and quality characteristics of the Products.

Likewise, the Seller undertakes to notify Garnica, sufficiently in advance, of (i) any change in the characteristics of the products of forest origin, or those changes that affect, or are related to, the supply or custody chain; as well as (ii) any modification in the technical and/or quality characteristics of the Products.

Failure by the Seller to comply with any of the obligations set forth in this Clause 9.6.-, including, but not limited to, failure to comply with the regulatory provisions applicable to the timber’s origin or to chemical substances or preparations, will entitle Garnica to early terminate the Agreement in accordance with the provisions of Clause 13.-.

10.- Intellectual and industrial property

The execution and performance of the Agreement or of an Order do not imply or entail the assignment, license, sublicense or right of use, in general, by a contracting party on, or in relation to, any trademarks, trade names, distinctive signs or any other industrial or intellectual property rights owned by the other party.

11.- Liability

Without prejudice to the provisions of Clauses 8.- and 9.- above, the Seller undertakes, without limitation, to abide by the provisions of the following paragraphs:

11.1.- Compliance with regulations

The Seller will be solely responsible for compliance, by its personnel and by the persons or entities it employs in the performance of the Agreement, whether as employees, technicians, suppliers or in any other capacity, with all applicable regulations and, in particular, but without limitation, labour, social security, occupational health and safety, fiscal and tax, administrative and environmental regulations.

To this end, Garnica will be entitled to request from the Seller, who will provide Garnica, any documentation of a technical or legal nature that Garnica may require in order to verify that the manufacture, supply, transport and delivery of the Products comply with current legislation.

Failure to comply with the obligations set out in this Clause 11.1.- qualifies as an early termination cause under Clause 13.-.

11.2.- Seller's own and exclusive liability

The Seller will be liable for any and all damages of any kind, whether of its own or which may be caused to Garnica and/or to Garnica's end clients and/or to third parties on the occasion of the performance of this Agreement and of any Order.

In addition, the Seller will be directly and jointly and severally liable for the works carried out by the persons or entities it employs in the performance of this Agreement or any Order, whether as employees, technicians, suppliers or in any other capacity.

The Seller will indemnify and hold harmless Garnica, as well as Garnica's employees, professionals, agents, distributors, representatives, directors and shareholders, in relation to any and all damages, liabilities, obligations, losses, penalties, delays, costs and expenses (including, but not limited to, lawyers' and attorneys' fees) arising from any judicial or extrajudicial claims, actions, proceedings, administrative sanctions, etc., deriving from:

- (i) any act or omission of the Seller or its employees and/or suppliers, performed or incurred, directly or indirectly, in the execution or performance of an Order; and
- (ii) in particular, Garnica's default Garnica vis-à-vis any of Garnica's end clients or third parties when such default is attributable to the Seller (including, but not limited to, delay in the delivery of the Products or problems with the quality of the Products).

Without any limitation, Seller will be liable for:

- (i) all liabilities arising to Garnica by reason of any default of Garnica vis-à-vis Garnica's end clients or third parties when such default is attributable to the Seller; and/or
- (ii) all costs and expenses that Garnica may incur in order to comply with the obligations acquired by Garnica towards the clients of the latter due to any default by the Seller, including, but not limited to, a breach of the Code of Ethics (as defined below).

Therefore, in the event that, as a result of a breach by the Seller, any type of civil liability, whether contractual or extra-contractual, or administrative, should arise for Garnica, such liability attributed to Garnica will always be passed on by Garnica to the Seller, without any type of quantitative or temporal limitation being applicable whatsoever.

12.- Insurance

12.1.- The Seller must take out and maintain at its own expense, with insurance companies of recognized prestige and solvency, insurance contracts covering all usual risks to which the Seller may be exposed during the term of the Agreement and/or during the performance of an Order, in particular, but without limitation, regarding product liability.

12.2.- Insurance contracts being in place does not limit, in any case, the obligations and liabilities assumed by the Seller under this Agreement.

13.- Early termination

In the event of breach of any of the terms and conditions of this Agreement by either party, the complying party may choose between claiming specific performance of the Agreement or terminating the Agreement in its own right, by simply serving a notice to the defaulting party, being entitled, in both cases, to be compensated for any damages.

14.- Retention of ownership title

14.1.- Should Garnica deliver any goods, elements or materials for the performance of the Agreement to the premises of the Seller, the latter must store and keep them as a deposit. In this case, the Seller will be responsible for the custody and storage of such goods, elements or materials, as well as for any damage or deterioration that may occur to them, in accordance with the provisions of Article 306 of the Spanish Commercial Code regarding the depositary.

14.2.- In the event that the Seller is declared bankrupt, the Seller must adopt any measures that may be necessary or appropriate to guarantee Garnica's ownership of the aforementioned goods, elements or materials, without prejudice to any actions that Garnica may be entitled to take in order to defend its interests.

In any case, the Seller will immediately notify Garnica of the declaration of bankruptcy of the Seller and, if such declaration is to be requested by the Seller, it will notify Garnica at least 48 hours in advance.

15.- Confidentiality

15.1.- The parties must treat as strictly confidential all information obtained, received or exchanged by them as a consequence of, or in connection with, the execution and performance of this Agreement.

15.2.- Notwithstanding the foregoing, any party may disclose the aforementioned information to the extent that:

- (i) the disclosure must be made under the laws of any jurisdiction or is required in the framework of any legal proceedings;
- (ii) the disclosure is required by any judicial, administrative, supervisory, regulatory or governmental body to which any party is subject, irrespective of its location and whether or not the reporting requirement has the status of a law or act;

- (iii) it is necessary or convenient for having any advisors or auditors duly informed or when it is reasonably required by financial entities, provided that, in any case, they are all bound to keep the confidentiality of the information received due to their legal statute or due to a confidentiality agreement;
- (iv) the Seller has given its prior written consent to the disclosure (in the case of disclosure by Garnica) or Garnica has given its prior written consent to the disclosure (in the case of disclosure by the Seller), as the case may be; or
- (v) the disclosure must be made to enable the party to enforce its rights under this Agreement.

15.3.- The obligations of this Clause 15.- will remain in full force and effect even after the termination of the Agreement.

16.- Force majeure

16.1.- For the purposes of this Agreement, those events that could not have been foreseen or that, if foreseen, were unavoidable, in accordance with the terms of article 1,105 of the Spanish Civil Code, will qualify as force majeure.

16.2.- Such causes beyond the control of Garnica and the Seller include, but are not limited to, fires, strikes by its own employees, insurrections, wars and riots.

For the sake of clarity, the following will not qualify as force majeure under this Agreement: (i) shortages of raw materials and/or Products in the Seller's domestic market and/or in the international market; and (ii) strikes by the employees of any third party (including suppliers and subcontractors).

17.- Nullity

17.1.- The covenants and provisions of these General Conditions will be considered independent of each other, so that if any of them should become invalid or null and void or should be deemed not to have been incorporated, the affected Clause will be deemed not to have been incorporated, but the rest of the covenants will remain in force and effect.

If necessary, the part of the Agreement not affected by the invalidity, nullity or non-incorporation will be integrated in accordance with the provisions of article 1,258 of the Spanish Civil Code and other applicable provisions on interpretation and integration.

17.2.- In addition, if, as a consequence of a regulation or mandatory provision, the covenants herein should be understood to have been modified or amended, the provisions of Clauses 1.6.- and 18.2.- will not apply and such covenants will be deemed to have been automatically altered to the extent strictly incompatible with the newly applicable regulation or provision, the rest of the terms and conditions of these General Conditions remaining unaltered and fully in force.

18.- Sole agreement

18.1.- This Agreement constitutes the sole agreement of the parties on its subject matter, so that it supersedes (i) any previous agreement between Garnica and the Seller, whether oral or written, relating to the subject matter of this Agreement; and (ii) any documentation that Garnica and the Seller may have exchanged prior to the signing of this Agreement and, in particular, the Seller's general conditions of sale, if any.

18.2.- No amendment, alteration or addition to this Agreement will be valid unless signed by Garnica and the Seller. The approvals or consents envisaged herein must also be in the written form.

19.- Assignment

Neither Garnica nor the Seller may assign their contractual position, or any of its rights and obligations under this Agreement, without the prior written consent of the other party.

20.- Independent contractors

The relationship between Garnica and the Seller arising from this Agreement is a relationship between independent contractors. Consequently, Garnica and the Seller acknowledge that this Agreement does not create any type of employment, partnership, agency or franchise relationship, de jure or de facto, between Garnica and the Seller, and neither of them may act or appear vis-à-vis third parties as if this were the case.

21.- Waiver

Neither party may waive any provision of this Agreement, grant its consent or approval as required by this Agreement or grant its consent or approval for the other party to waive the performance of this Agreement unless it is in writing and signed by the party to whom enforcement of such waiver, consent or approval is sought. Such waiver, consent or approval will be effective only for each specific case and for the purposes for which it was given. Under no circumstances will any failure or delay by either party to enforce any condition, provision or part of this Agreement be construed as: (i) a waiver of the condition, provision or part thereof; or (ii) a forfeiture of the right to require its performance in the future.

22.- Data protection

- 22.1.- The personal data of the natural persons involved in the signing, management and performance of the Agreement in the name and on behalf of, or for the account of, the Seller will be processed under the responsibility of Garnica (and, where appropriate, will be included in the files owned by Garnica), for the execution, development, maintenance and control of the legal relationship between the parties and the fulfillment of their legal obligations.
- 22.2.- The owner of the personal data may, pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) and other applicable legislation, exercise the rights of access, rectification, opposition, deletion, portability, limitation of processing, opposition to processing based on automated decisions and any other applicable rights vis-à-vis Garnica, by writing to Garnica's address listed in the heading of these General Conditions or by e-mail to the address Dpo@garnica.one.
- 22.3.- The legitimate reasons for the aforementioned processing are: (i) the performance and control of the contractual relationship between Garnica and the Seller; and (ii) compliance with legal obligations to which Garnica is subject.
- 22.4.- The personal data will be processed during the term of the Agreement and for a maximum term of 6 years or any longer term when legally required, commencing on the date of termination of the Agreement, for the sole purpose of complying with the applicable laws. Likewise, the Seller's representative is informed that he/she may file any claim or request related to the protection of his/her personal data before the relevant data protection authority, in particular in the Member State in which he/she has his/her habitual residence, works or in which the alleged infringement was committed.

22.5.- The Seller undertakes that, prior to providing Garnica with any personal data of any individual involved in the performance and management of this Agreement, it will have informed such individual of the terms and conditions of this Clause 22.- and will have complied with any other applicable requirements for the correct communication of his/her personal data to Garnica, without Garnica having to take any additional action or measures with respect to such individual in terms of information and/or consent.

23.- Notices

23.1.- Without prejudice to what is specifically established in these General Conditions, communications between Garnica and the Seller in relation to this Agreement must be made or served by postal mail, e-mail or fax.

23.2.- For the purposes of communications, Garnica designates (i) the address which appears in Clause 1.1.- of these General Conditions; (ii) the fax number +34 941512357; and (iii) the e-mail address Purchasing.backoffice@garnica.one.

On the other hand, the Seller's address will be understood to be that or those indicated by the Seller in the relevant delivery note.

23.3.- Garnica and the Seller may modify the details or addresses of the communications, for which purpose they must inform the other party sufficiently in advance, by the appropriate means and in the manner indicated in this Clause 23.-.

24.- Law and jurisdiction

24.1.- This Agreement will be governed by and construed in accordance with the Spanish law. The application of the United Nations' Convention on Contracts for the International Sale of Goods (Vienna Convention) is expressly excluded.

24.2.- Garnica and the Seller, expressly waiving any forum or jurisdiction that may correspond them, submit to the jurisdiction of the Courts and Tribunals of the city of Logroño (Spain) for the resolution of any matters or disputes that may arise from this Agreement, including any matter relating to the existence, validity, interpretation, performance or termination of the Agreement.

25.- Code of ethics

25.1.- The code of ethics of Grupo Garnica Plywood, S.A.U. and of the group of companies whose parent company, in the legally established sense, is Grupo Garnica Plywood, S.A.U. (the "**Group**"), sets forth the values, principles and guidelines that are considered necessary to ensure that any action complies with the applicable legislation and is ethically irreproachable, not only within the Group, but also in the Group's relationships with third parties (the "**Code of Ethics**").

The Code of Ethics, together with the Group's internal corporate policies, enshrine the Group's commitment to strict compliance with the law in force at all times, good corporate governance, transparency, social responsibility, independence and other generally accepted ethical and social responsibility principles.

25.2.- The Seller assumes and accepts fully and unreservedly the provisions of the Code of Ethics - which the Seller declares to know and accept, since it has been previously provided to the Seller, and is permanently available on the Website-, and undertakes to comply with the Code of Ethics and, in particular, but without limitation, to:

- (i) Abide by the applicable legislation on anti-corruption, adhering to, and complying with, Garnica's anti-corruption policy, which the Seller declares to know and accept, since it has been previously provided to the Seller and is permanently available on the Website.
- (ii) Avoid discriminatory practices that undermine the dignity of persons.
- (iii) Strictly and rigorously comply with labor, health, safety and hygiene regulations in the workplace, in addition to those applicable at all times in terms of Social Security, expressly rejecting forced labor, modern slavery and human trafficking.
- (iv) Strictly and rigorously comply with the legislation in force regarding the prevention of occupational hazards.
- (v) Strictly and rigorously comply with the current legislation on environmental protection.
- (vi) Comply with the quality and safety standards and parameters required by the applicable laws in relation to the Products, paying special attention to compliance with delivery deadlines.
- (vii) Respect the information owned by Garnica, which, as a general rule and unless otherwise is clearly and expressly indicated, will be considered as confidential and reserved information, for which purpose the Seller must adopt security measures equivalent to those of Garnica or, at the very least, security measures that are sufficient to protect confidential and reserved information.
- (viii) Ensure that the Seller's own suppliers, collaborators or subcontractors are subject to principles and guidelines of action analogous to those established in this Clause 25.2.-, in particular, and in the Code of Ethics, in general.

25.3.- Given that Garnica must ensure an ethically irreproachable supply chain, it is expressly stated that the full and unreserved acceptance of the Code of Ethics by the Seller, as well as the Seller's compliance with the provisions of this Clause 25.-, are essential for Garnica and have been a fundamental and determining factor in the selection of the Seller as a supplier of Garnica.

Consequently, any breach of the provisions of this Clause 25.- by the Seller will entitle Garnica to terminate the Agreement, in accordance with the provisions of Clause 13.-, and the Seller will also hold Garnica harmless for the damages set forth in Clause 11.2.-.