

Preliminary Project Settlement — CMA, ANNEX Production & Logistics Conditions

By acknowledging and accepting the Products, the Customer agrees to be bound by the Terms and Conditions which supplement its Confidentiality Agreement (this “Agreement”).

Concluded on:

\_\_\_\_\_, 20\_\_\_ by and between:

SCALEOPERATE S.L. [Disclosing party], as a(n) (Check one)  Individual  Corporation  
 Limited Liability Company  Partnership  Limited Partnership  Limited Liability Partnership, of  
 Av. Diagonal, 640, 6° A, ESP-08017 Barcelona Catalunya, Spain EU [Address]

\_\_\_\_\_ [Receiving party], as a(n) (Check one)  Individual  Corporation  
 Limited Liability Company  Partnership  Limited Partnership  Limited Liability Partnership, of  
 \_\_\_\_\_ [Address]

SCALEOPERATE S.L. [Disclosing party], and \_\_\_\_\_ [Receiving party], have indicated an interest in exploring a potential business relationship relating to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (the “Transaction”).

This document, a result of prior dialogues between the involved entities, aims to establish a Manufacturing Agreement that meticulously outlines the terms governing this relationship, as stipulated by the European Legislation on Contract-Manufacturing Agreements, specifically the Council Directive of December 1986, 86/653/EEC (hereinafter referred to as “the Legislation”). Both entities concur that the Manufacturer, to execute its duties, requires a baseline of legal protection, typically procured through a Contract-Manufacturing Agreement. However, the Client contends that prior to endorsing the official Contract-Manufacturing Agreement, with the associated ties, obligations, and liabilities, they desire to institute a probationary phase with the Manufacturer. This phase is predicated on the mutual good faith of the entities, fostering trust, and enabling them to ascertain the appropriateness of the proposed Manufacturing Agreement based on empirical experience. To this end, the entities consent to enter into this Preliminary Contract-Manufacturing Agreement, under the essential conditions requisite for the Manufacturer to possess legal protection, in the subsequent terms. In relation to their respective assessment of the Transaction, each entity, their respective affiliates, and their respective directors, officers, employees, agents, or advisors (collectively, “Representatives”) may disclose or permit access to certain confidential and proprietary information. The entity disclosing its Confidential Information to the other entity is henceforth referred to as SCALEOPERATE S.L. [Disclosing Entity]. The entity receiving the Confidential Information provided by SCALEOPERATE S.L. [Disclosing Entity] is henceforth referred to as \_\_\_\_\_ [Receiving Entity]. In consideration for being furnished Confidential Information, SCALEOPERATE S.L. [Disclosing Entity] and \_\_\_\_\_ [Receiving Entity] concur as follows:

<p><b>Address</b>  <b>Company:</b> Scaleoperate SL  <b>Department:</b> Accounting / Sales  <b>Street:</b> Avinguda Diagonal, 640, 6A  <b>Zip &amp; City:</b> ESP-08017 Barcelona</p>	<p><b>Contact</b>  <b>Procuration:</b> Àlex Pascual Muñoz  <b>Phone:</b> +41 215 60 85 02  <b>E-mail:</b> finance@scaleoperate.com  <b>Web:</b> https://scaleoperate.com/</p>	<p><b>Bank information</b>  <b>Bank:</b> Sabadell  <b>Contact:</b> Joan Anton Ruiz Soriano  <b>IBAN:</b> ES90 0081 0065 1900 0222 8734  <b>SWIFT / BIC:</b> BSABESBB</p>	<p><b>PayPal Business</b>  <b>E-mail:</b> administration@scaleoperate.com  <b>Register Number:</b> Foil B569931  <b>Folio:</b> 197, Tomo 48026  <b>VAT / Mwst:</b> B67668103</p>
--	---	--	--

## 1.) Definitions & Non-Disclosure Accord

“Products” refers to all items enumerated in the attached order confirmation or, if relevant, the services rendered by SCALEOPERATE S.L. “SCALEOPERATE S.L.” denotes the supplier of the product. “Client” signifies the individual or legal entity specified in the attached order confirmation.

All data disclosed by Disclosing Party. “Confidential Information” encompasses (i) all data pertaining to SCALEOPERATE S.L.’s [Disclosing party] products, business and operations including, but not limited to, financial documents and plans, of «The procuring customer / or buyer», suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, «The procuring customer / or buyer» lists, «The procuring customer / or buyer» profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of SCALEOPERATE S.L. [Disclosing party] and their affiliates that may be at any time furnished, communicated or delivered by SCALEOPERATE S.L. [Disclosing party] to \_\_\_\_\_ [Receiving party], whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of SCALEOPERATE S.L.’s [Disclosing party] facilities; and (iv) all other non-public information provided by SCALEOPERATE S.L. [Disclosing party] whatsoever. All Confidential Information shall remain the property of SCALEOPERATE S.L. [Disclosing party].

Only data labeled ‘Confidential.’ “Confidential Information,” exchanged by the parties and entitled to protection under this agreement, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

Specific data. The term “Confidential Information” as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which SCALEOPERATE S.L. [Disclosing party] considers confidential: (Check all that apply)

### Address

**Company:** Scaleoperate SL  
**Department:** Accounting / Sales  
**Street:** Avinguda Diagonal, 640, 6A  
**Zip & City:** ESP-08017 Barcelona

### Contact

**Procuration:** Àlex Pascual Muñoz  
**Phone:** +41 215 60 85 02  
**E-mail:** [finance@scaleoperate.com](mailto:finance@scaleoperate.com)  
**Web:** <https://scaleoperate.com/>

### Bank information

**Bank:** Sabadell  
**Contact:** Joan Anton Ruiz Soriano  
**IBAN:** ES90 0081 0065 1900 0222 8734  
**SWIFT / BIC:** BSABESBB

### PayPal Business

**E-mail:** [administration@scaleoperate.com](mailto:administration@scaleoperate.com)  
**Register Number:** Foil B569931  
**Folio:** 197, Tomo 48026  
**VAT / Mwst:** B67668103

'Financial Records' encompass all ledgers, tax filings, fiscal data, financial projections, pricing schedules, procurement lists and memos, pricing forecasts, order details, supplier expenses and discounts, or related fiscal or procurement data.

'Operational Activities' encompass all procedures, proprietary data or information, concepts or the like, either existing or planned, related to SCALEOPERATE S. L.'s [Disclosing Entity] routine and strategic plans for conducting its business.

'Digital Assets' encompass all computer hardware, software or other tangible and intangible equipment or code, whether currently in existence or under development.

'Client Data' encompasses the identities of entities or individuals, including their affiliates and representatives, to whom SCALEOPERATE S.L. [Disclosing Entity] provides and sells its services or products, as well as any associated information, including but not limited to, leads, contact lists, sales strategies, and notes, shared, and learned sales data such as pricing sheets, projections or plans, agreements, or such other data.

'Intellectual Assets' encompass patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, whether registered or unregistered and including applications for registration, in all rights or forms globally.

'Sales and Marketing Data' encompass all «The procuring customer / or buyer» leads, sales targets, sales markets, promotional materials, sales territories, sales objectives and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing, and promotional activities of SCALEOPERATE S.L. [Disclosing Entity] and their products or services.

'Process and Specification Data' encompass all procedures and other specifications, criteria, standards, methods, instructions, plans, or other directions prescribed by SCALEOPERATE S.L. [Disclosing Entity] for the manufacture, preparation, packaging and labelling, and sale of their products or services.

**Address**

**Company:** Scaleoperate SL  
**Department:** Accounting / Sales  
**Street:** Avinguda Diagonal, 640, 6A  
**Zip & City:** ESP-08017 Barcelona

**Contact**

**Procuration:** Àlex Pascual Muñoz  
**Phone:** +41 215 60 85 02  
**E-mail:** [finance@scaleoperate.com](mailto:finance@scaleoperate.com)  
**Web:** <https://scaleoperate.com/>

**Bank information**

**Bank:** Sabadell  
**Contact:** Joan Anton Ruiz Soriano  
**IBAN:** ES90 0081 0065 1900 0222 8734  
**SWIFT / BIC:** BSABESBB

**PayPal Business**

**E-mail:** [administration@scaleoperate.com](mailto:administration@scaleoperate.com)  
**Register Number:** Foil B569931  
**Folio:** 197, Tomo 48026  
**VAT / Mwst:** B67668103

- 'Product Information' which includes SCALEOPERATE S. L.'s [Disclosing party] products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.
  
- 'Proprietary Rights' which includes all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.
  
- 'Service Information' which means the services provided by SCALEOPERATE S.L. [Disclosing party], including the method, details, means, skills, and training, which consists of all data, software and documentation related thereto.
  
- 'Software Information' which means the proprietary computer programs of SCALEOPERATE S.L. [Disclosing party], including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.
  
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2.) Extent of Engagement, Scope & Exclusions

These standard terms and conditions dictate the protocols for the provision of Products as part of business transactions between SCALEOPERATE S.L. Extruded Solutions, S.L.U., SCALEOPERATE S.L. Extrusion Spain, S.A.U., and the Client. This is notwithstanding the rights of the parties to establish specific conditions governing such transactions.

Within the context of the agreement, the Contract-Manufacturer is required to advocate for the Principal's interests and act with loyalty and integrity. Specifically, the Contract-Manufacturer must: Endeavor in negotiations with the aim of expanding the Principal's distribution network and, if suitable, finalizing agreements. Adhere to the Principal's directives, particularly the client approval and acceptance procedure, which will be outlined in the ANNEX. Throughout the duration of the agreement, the Contract-Manufacturer must exhibit utmost professionalism in representing the Principal's values, mission, and market comprehension, always striving to enhance the reputation of the Principal's brand. To the extent feasible for both parties, the Contract-Manufacturer will align its operations with the Principal's to facilitate real-time production data. If this solution is implemented, the Contract-Manufacturer will not be required to submit reports to the Principal. The confidentiality obligation concerning Confidential Information will not apply to any information if the information is disclosed by \_\_\_\_\_ [Receiving party] with the prior written consent and approval by SCALEOPERATE S.L. [Disclosing party] OR:

a. If the information is or was received by \_\_\_\_\_ [Receiving party] from a third-party source which, to the best knowledge of \_\_\_\_\_ [Receiving party] or their Representatives, is or was not under a confidentiality obligation to SCALEOPERATE S.L. [Disclosing party] concerning such information;

b. If the information becomes publicly known and available other than as a result of prior unauthorized disclosure by SCALEOPERATE S.L. [Receiving party] or any of their Representatives:

c. If the information is independently developed by \_\_\_\_\_ [Receiving party] prior to disclosure by SCALEOPERATE S.L. [Disclosing party] and without the use and benefit of any of the Confidential Information; or

d. If \_\_\_\_\_ [Receiving party] or any of their Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, \_\_\_\_\_ [Receiving party] or their Representatives give prompt written notice of that fact to SCALEOPERATE S.L. [Disclosing party] prior to disclosure so that SCALEOPERATE S.L. [Disclosing party] may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, \_\_\_\_\_ [Receiving party] or their Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

Address	Contact	Bank information	PayPal Business
<b>Company:</b> Scaleoperate SL <b>Department:</b> Accounting / Sales <b>Street:</b> Avinguda Diagonal, 640, 6A <b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Procuration:</b> Àlex Pascual Muñoz <b>Phone:</b> +41 215 60 85 02 <b>E-mail:</b> <a href="mailto:finance@scaleoperate.com">finance@scaleoperate.com</a> <b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>Bank:</b> Sabadell <b>Contact:</b> Joan Anton Ruiz Soriano <b>IBAN:</b> ES90 0081 0065 1900 0222 8734 <b>SWIFT / BIC:</b> BSABESBB	<b>E-mail:</b> <a href="mailto:administration@scaleoperate.com">administration@scaleoperate.com</a> <b>Register Number:</b> Foil B569931 <b>Folio:</b> 197, Tomo 48026 <b>VAT / Mwst:</b> B67668103

### 3.) . Obligations of Procurement Directives & Purchasing Orders

Purchase orders must be submitted in a written format, either via letter, facsimile, or electronic mail. The act of a «The procuring customer / or buyer» placing an order with SCALEOPERATE S.L. inherently signifies their acceptance of these general terms and conditions of sale, as well as the prices of the products at the time of the order. Due to technical production constraints and in accordance with extrusion standards, the quantities delivered may fall within the following tolerance ranges:

#### **For presses less than 9 inches / For presses 9 inches = 228.6mm or above:**

#### **Same as within 10 – 100 µm (micron) tolerances for:**

(CNC Machined parts, Injection molded parts and 3D-Printed parts)

- Orders up to 500 kg: +/- 15% Orders up to 500kg: +/- 25%
- Orders over 500 kg: +/- 10% Orders 500 kg to 1000 kg: +/- 20%
- Orders over 1000 kg: +/- 10%

The «The procuring customer / or buyer» must specify the exact quantities upon placing the order, which may result in alterations to the final price. SCALEOPERATE S.L. will provide the «The procuring customer / or buyer» with an order confirmation detailing the specific terms of the said order. SCALEOPERATE S.L. reserves the right to reject or cancel any order, in which case the «The procuring customer / or buyer» shall automatically forfeit any claim to compensation, either in whole or in part, if it involves any contingency, whether foreseeable or not, that is likely to restrict, impede or interrupt the production and/or transportation of products or prevent the sale from proceeding normally. Such contingencies include but are not limited to a complete or partial strike, accidents at the facilities or premises of SCALEOPERATE S.L. or its suppliers and carriers, or anticipated non-payment from the «The procuring customer / or buyer» that will pose a risk to SCALEOPERATE S.L.'s credit. Under no circumstances shall SCALEOPERATE S.L. be held responsible for obtaining import permits for products that, if applicable, are required in the destination country. These permits must be procured by the «The procuring customer / or buyer». SCALEOPERATE S.L. reserves the right to modify the specifications, composition, and presentation of products and to discontinue their production, whenever necessary to accommodate the «The procuring customer / or buyer», request.

<b>Address</b>	<b>Contact</b>	<b>Bank information</b>	<b>PayPal Business</b>
<b>Company:</b> Scaleoperate SL	<b>Procurement:</b> Àlex Pascual Muñoz	<b>Bank:</b> Sabadell	<b>E-mail:</b> administration@scaleoperate.com
<b>Department:</b> Accounting / Sales	<b>Phone:</b> +41 215 60 85 02	<b>Contact:</b> Joan Anton Ruiz Soriano	<b>Register Number:</b> Foil B569931
<b>Street:</b> Avinguda Diagonal, 640, 6A	<b>E-mail:</b> finance@scaleoperate.com	<b>IBAN:</b> ES90 0081 0065 1900 0222 8734	<b>Folio:</b> 197, Tomo 48026
<b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>SWIFT / BIC:</b> BSABESBB	<b>VAT / Mwst:</b> B67668103

**In its dealings with the Contract-Manufacturer, the Principal is expected to act with loyalty and good faith. More specifically, the Principal is required to:**

- Supply the Contract-Manufacturer with the necessary documentation pertaining to the existing «The procuring customer / or buyer» and their contact information, as well as all the necessary documentation related to the products.
  - Remit the agreed commission to the Contract-Manufacturer by the due date of the Contract-Manufacturer's invoice.
  - The «The procuring customer / or buyer» will establish the credit limit for each project and will communicate it to the Contract-Manufacturer. If their credit limit is exceeded or payments are delayed, they will be obliged to make advance payments.
- a) . \_\_\_\_\_ [Receiving party] and their Representatives agree to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement.
- b) . \_\_\_\_\_ [Receiving party] and their Representatives of \_\_\_\_\_ [Receiving party] shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information provided by SCALEOPERATE S.L. [Disclosing party] using a reasonable degree of care, but not less than that degree of care used in safeguarding their own similar information or material;
- c) . If there is an unauthorized disclosure or loss of any of the Confidential Information by \_\_\_\_\_ [Receiving party] or any of their Representatives, \_\_\_\_\_ [Receiving party] will promptly, at their own expense, notify SCALEOPERATE S.L. [Disclosing party] in writing and take all actions as may be necessary or reasonably requested by SCALEOPERATE S.L. [Disclosing party] to minimize any damage to SCALEOPERATE S.L. [Disclosing party] or a third party as a result of the disclosure or loss; and
- d) . Upon the termination of this Agreement, \_\_\_\_\_ [Receiving party] will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by SCALEOPERATE S.L. [Disclosing party].

#### 4.) Warranty & Liability

Assurance & Accountability: Commodities supplied by SCALEOPERATE S.L. shall be fabricated in compliance with prevailing regulations and pertinent technical blueprints. SCALEOPERATE S.L. guarantees its commodities against any fabrication flaw. This guarantee is applicable during a 12-month interval from the date of dispatch of the commodities to the client. The guarantee will not apply, however, to flaws or damage due to misuse, mishap or to failure to adequately maintain the commodities. Furthermore, this guarantee shall terminate, at the same instant the commodity is altered by the purchaser or transferred to a third party. This guarantee shall encompass replacement of the defective component only, by a new one of the same attributes, providing SCALEOPERATE S.L. had previously inspected the commodities to ensure proper compliance, and corroborate that no unauthorized modification was detected, which could have substantial implications. SCALEOPERATE S.L. guarantees only that, at the time of dispatch, the goods shall conform to the agreed specifications and disclaims any accountability for the suitability of the commodities for a specific purpose or the use intended by the Client, in particular for the accuracy of the construction or design. The guarantee provided herein does not cover mechanical damages (such as notches, scratches) resulting from ordinary wear and tear, improper and inadequate handling, processing or storage, incorrect assembly, fitting or maintenance and injudicious use by the Client or any of its affiliates or sub-contractors (including freight forwarders) and damages resulting from unqualified intervention in the course of successive processes and applications and from failure to meet conditions and instructions set out by SCALEOPERATE S.L.... Any alteration to a Product´s technical specifications must be brought to the Client´s attention clearly and in writing. SCALEOPERATE S.L. shall not accept any accountability for non-concurrence with a Product when the refusal is due to a lack of specifications from the Client. Irrespective of any other provisions set out herein, the purchase order and/or applicable laws or as otherwise communicated between the Client and SCALEOPERATE S.L.; SCALEOPERATE S.L. shall not be accountable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise, for any indirect, incidental or consequential losses and damages, including but not limited to loss of profit, loss of revenue, loss of business or business opportunity, damage to works, damage to reputation, and any losses (whether or not similar to those just mentioned) which in any relevant jurisdiction are regarded as indirect, consequential or incidental losses, and any special, exemplary or punitive damages, incurred by the Client or any third parties. SCALEOPERATE S.L.'s maximum accountability arising out of or in connection with deliveries of the goods to the Client shall be limited to the order value. The limitations of accountability set out in this clause shall not apply in cases of wilful misconduct or fraudulent misrepresentation on the part of SCALEOPERATE S.L. or in case of strict accountability under the provisions of mandatory law. "Without the preceding written authorization from SCALEOPERATE S.L. [Disclosing party], neither \_\_\_\_\_ [Receiving party] nor their Representatives are permitted to reveal to any third party, except to the degree that the stipulations of Paragraph 2 are applicable: (a) the circumstance that Proprietary Information has been disclosed to them or that they have examined any segment of the Proprietary Information; (b) the circumstance that SCALEOPERATE S.L. [Disclosing party] and SCALEOPERATE S.L. [Receiving party] are engaged in dialogues or negotiations pertaining to the Transaction; or © any of the terms, stipulations or other details with respect to the Transaction."

<b>Address</b>	<b>Contact</b>	<b>Bank information</b>	<b>PayPal Business</b>
<b>Company:</b> Scaleoperate SL	<b>Procuracion:</b> Àlex Pascual Muñoz	<b>Bank:</b> Sabadell	<b>E-mail:</b> administration@scaleoperate.com
<b>Department:</b> Accounting / Sales	<b>Phone:</b> +41 215 60 85 02	<b>Contact:</b> Joan Anton Ruiz Soriano	<b>Register Number:</b> Foil B569931
<b>Street:</b> Avinguda Diagonal, 640, 6A	<b>E-mail:</b> finance@scaleoperate.com	<b>IBAN:</b> ES90 0081 0065 1900 0222 8734	<b>Folio:</b> 197, Tomo 48026
<b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Web:</b> https://scaleoperate.com/	<b>SWIFT / BIC:</b> BSABESBB	<b>VAT / Mwst:</b> B67668103



The supplier's liability for warranty and damages claims arising from defective deliveries and other breaches of duty is governed by the specific agreement reached between the parties, followed by SCALEOPERATE S.L.'s terms and conditions of business, delivery, and purchase. In the absence of such, the provisions of the Spanish Civil Code (abbreviated as Civil Code) and the Spanish Commercial Code (abbreviated as Commercial Code) apply. Notwithstanding the above, in the event of a production halt due to a product defect from the Supplier or in other urgent cases (particularly when there is imminent danger to «The procuring customer / or buyer», SCALEOPERATE S.L. is entitled to SCALEOPERATE S.L., as the Supplier, is required to secure written approval from the «The procuring customer / or buyer» prior to:

- Alterations to the product
- Modifications of the production process, flow, and materials
- Replacement of subcontractors
- Relocation of the production site
- Changes to on-site production facilities

The supplier commits to, in the event of the discontinuation of a product or upon receiving information that a product will be discontinued or is no longer available, secure approval from the «The procuring customer / or buyer» at least 12 months in advance and to ensure delivery for this period. Subcontractors must be similarly obligated. All changes to the products and the process chain must be documented by the supplier in a product history, which must be made available to the Buyer upon request. If the supplier realizes that the agreed terms (e.g., quality characteristics, appointments, delivered quantities) cannot be met, they are required to inform the «The procuring customer / or buyer» immediately before delivery. To expedite a solution, the supplier must disclose the relevant data. The supplier is then authorized to carry out subsequent sorting and/or processing and to invoice the Supplier for the associated costs.

The contractor guarantees that all products will meet the technical delivery terms. Furthermore, SCALEOPERATE S.L. must provide proof of compliance with the current version of IATF 16949. Suppliers who do not currently hold IATF 16949 certification must be certified according to the current version of ISO 9001 and comply with the "Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers" (MAQMSR) (available at [www.iatfglobaloversight.org](http://www.iatfglobaloversight.org) - OEM «The procuring customer / or buyer»-Specific Requirements). The certification according to IATF 16949 or ISO 9001 must be conducted by an ISO / IEC 17021 accredited company. The certification must be kept current at all times. The supplier commits to providing their most recent certificates unsolicited as proof. Furthermore, they must inform the «The procuring customer / or buyer» immediately in the event of disqualification.

The supplier guarantees strict adherence to the agreed specification. In the event of a deviation from the specification, the supplier is required to secure written approval from the «The procuring customer / or buyer» prior to deliveries. The supplier is obligated to provide written notification to the responsible employee at the buyer if any deviation on the product is detected after delivery. If the order or part of the order is passed on to subcontractors, this may only occur with our approval. Quality records must be archived and, if requested, shown as evidence.

---

<b>Address</b>	<b>Contact</b>	<b>Bank information</b>	<b>PayPal Business</b>
<b>Company:</b> Scaleoperate SL	<b>Procurement:</b> Àlex Pascual Muñoz	<b>Bank:</b> Sabadell	<b>E-mail:</b> <a href="mailto:administration@scaleoperate.com">administration@scaleoperate.com</a>
<b>Department:</b> Accounting / Sales	<b>Phone:</b> +41 215 60 85 02	<b>Contact:</b> Joan Anton Ruiz Soriano	<b>Register Number:</b> Foil B569931
<b>Street:</b> Avinguda Diagonal, 640, 6A	<b>E-mail:</b> <a href="mailto:finance@scaleoperate.com">finance@scaleoperate.com</a>	<b>IBAN:</b> ES90 0081 0065 1900 0222 8734	<b>Folio:</b> 197, Tomo 48026
<b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>SWIFT / BIC:</b> BSABESBB	<b>VAT / Mwst:</b> B67668103

The Supplier is tasked with the development and implementation of a “Zero-Defect Strategy,” taking all necessary steps to ensure its successful execution. This includes the establishment of internal and external quality objectives to measure and evaluate the attained quality.

The Buyer’s incoming goods inspection is confined to externally visible transport damage and the verification of the quantity and identity of ordered products based on shipping documents. The Buyer will promptly notify the Supplier of any defects identified during the processing of the delivered goods within the scope of the Buyer’s standard production and review processes.

The Buyer does not conduct any further incoming goods inspections. Section 377 HGB is expressly waived in the business dealings between the contractual parties.

The Supplier commits to conducting a pre-delivery check to ensure all goods to be delivered are 100% defect-free and in accordance with the contractually agreed conditions. The Supplier agrees to inform the Buyer of the outcome of such review upon delivery. The Supplier is to align its quality management and quality assurance measures to meet these requirements.

The Supplier is obligated to ensure the traceability and the consistent quality certification of raw materials, production processes, and products by appropriate methods. The traceability must be organized in such a way that in the event of a defect, the localization of the defective parts/products can be minimized. Upon request, the results of the quality test shall accompany each product shipment.

The type and complexity of the testing/certification are specified in the technical terms of delivery. If the Buyer provides suitable means of production or inspection equipment, the Supplier is obliged to use them for his production or the inspection of the quality, unless otherwise specified.

These tools must be marked to identify their ownership. The Buyer acknowledges its responsibility towards the environment and is committed to its protection by certification according to DIN EN ISO 14001. Therefore, we also expect our suppliers to certify according to ISO 14001 or EMAS.

The minimum requirement is the adherence to current laws and regulations. This must be confirmed on demand by a declaration of conformity. Upon request, the supplier must execute the approval of the process and the product according to the requirement of the purchaser either according VDA or PPAP. Associated agreements and, if necessary, further requirements of sampling inspection occur within the framework of the project.

---

<b>Address</b>	<b>Contact</b>	<b>Bank information</b>	<b>PayPal Business</b>
<b>Company:</b> Scaleoperate SL	<b>Procurement:</b> Àlex Pascual Muñoz	<b>Bank:</b> Sabadell	<b>E-mail:</b> administration@scaleoperate.com
<b>Department:</b> Accounting / Sales	<b>Phone:</b> +41 215 60 85 02	<b>Contact:</b> Joan Anton Ruiz Soriano	<b>Register Number:</b> Foil B569931
<b>Street:</b> Avinguda Diagonal, 640, 6A	<b>E-mail:</b> finance@scaleoperate.com	<b>IBAN:</b> ES90 0081 0065 1900 0222 8734	<b>Folio:</b> 197, Tomo 48026
<b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>SWIFT / BIC:</b> BSABESBB	<b>VAT / Mwst:</b> B67668103

### 5.) Prohibition of Competition & Reservations of Ownership (IP)

Goods shall remain the property of SCALEOPERATE S.L. until full payment is received for all goods, accessories, and, if applicable, any associated services. For the purposes of this provision, the issuance of an acknowledgment of debt, a draft, a promissory note, a cheque, or other similar documents shall not be deemed as payment. The retention of ownership serves as a security for the payment of the price. Until full payment is received for the goods, the Client is obligated to identify such goods and maintain possession of them under the understanding that they are the property of SCALEOPERATE S.L., thereby granting the latter and its representatives unrestricted access to all locations where such goods are stored.

(Strike through if you do not wish to include a non-compete clause)

Molds and their designs are the property of SCALEOPERATE S.L., and the said company commits not to manufacture or distribute materials derived from them to third parties without the consent of the Client who contributed to the cost of those molds. Under no circumstances shall molds leave the premises of SCALEOPERATE S.L. as they have been crafted using SCALEOPERATE S.L.'s proprietary expertise in design. If no order is received in relation to these profiles for a period of two consecutive years, the molds will be considered obsolete and will immediately be made available to a scrap dealer without prior notice. SCALEOPERATE S.L. will manufacture molds, the necessary tools, and the material requested at the explicit order of the Client, whereby the former will not be held accountable for third-party claims due to copying or plagiarism. The Client shall bear responsibility for any damages caused by this circumstance.

\_\_\_\_\_ [Receiving party] agrees that at no time will \_\_\_\_\_ [Receiving party] engage in any business activity which is competitive with SCALEOPERATE S.L. [Disclosing party], nor work for any company which competes with SCALEOPERATE S.L. [Disclosing party]: (Check one)

During the term of \_\_\_\_\_'s [Receiving party] relationship with SCALEOPERATE S.L. [Disclosing party].  From the date of this Agreement until \_\_\_\_\_, 20. \_\_\_\_\_

SCALEOPERATE S.L. is expressly entitled to assign to third parties the rights and obligations set out in these general terms and conditions in full or in part.

## 6.) Logistics, warehousing, & supply chain management

The stipulated product delivery timelines, as indicated in the order confirmations, are provisional, subject to weekly updates, and may be adjusted in the event of unforeseen disruptions in the manufacturing process.

Products will be dispatched to the location specified by the Client in the order as the delivery destination. It is incumbent upon the Clients to arrange for the unloading of Products, ensuring they have the necessary manpower and/or equipment to do so appropriately.

\_\_\_\_\_ [Receiving party] pledges not to entice any employee or independent contractor of SCALEOPERATE S.L. [Disclosing party] on behalf of any other business entity, nor shall

\_\_\_\_\_ [Receiving party] persuade any employee or independent contractor affiliated with SCALEOPERATE S.L. [Disclosing party] to sever or violate an employment, contractual or other relationship with SCALEOPERATE S.L. [Disclosing party]: (Select one)

For orders below 2000 EUR, the client assumes the shipment costs, which will be individually determined with the client (Company, Shipping method, etc).  For orders exceeding 2000 EUR, the Principal assumes the shipping costs.  The «The procuring customer / or buyer» bears the shipping cost of samples.

Throughout the duration of \_\_\_\_\_'s [Receiving party] association with SCALEOPERATE S.L. [Disclosing party].  From the inception of this Agreement until \_\_\_\_\_, 20.

All proposed delivery and service deadlines and dates are estimated unless a fixed deadline or date has been explicitly promised or agreed upon. If dispatch has been agreed, delivery deadlines and dates pertain to the time of transfer to the freight forwarder, carrier, or other third party tasked with the transport.

We reserve the right to request an extension of delivery and service deadlines or a deferment of delivery and service dates from the «The procuring customer / or buyer» for the duration in which the «The procuring customer / or buyer» fails to fulfill his contractual obligations to us.

SCALEOPERATE S.L. disclaims liability for non-delivery or delivery delays, provided these have been precipitated by force majeure or other unforeseeable events at the time of contract conclusion (e.g., all types of operational disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, scarcity of Labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures, or the non-delivery, incorrect or delayed delivery by suppliers; delayed «The procuring customer / or buyer» contributions such as raw materials, packaging materials, cans, lids, labels, package inserts, folding boxes, etc.) for which we bear no responsibility. If such events significantly impede or render delivery or performance impossible for us and the hindrance is not merely temporary, we reserve the right to rescind the contract.

<b>Address</b> Company: Scaleoperate SL Department: Accounting / Sales Street: Avinguda Diagonal, 640, 6A Zip & City: ESP-08017 Barcelona	<b>Contact</b> Procurement: Àlex Pascual Muñoz Phone: +41 215 60 85 02 E-mail: finance@scaleoperate.com Web: https://scaleoperate.com/	<b>Bank information</b> Bank: Sabadell Contact: Joan Anton Ruiz Soriano IBAN: ES90 0081 0065 1900 0222 8734 SWIFT / BIC: BSABESBB	<b>PayPal Business</b> E-mail: administration@scaleoperate.com Register Number: Foil B569931 Folio: 197, Tomo 48026 VAT / Mwst: B67668103
---	--	---	---

In the circumstance of non-fulfillment, not attributable to our actions, the purchaser retains the exclusive right to rescind no sooner than 8 weeks following the agreed delivery date. All additional claims are hereby relinquished. This does not encompass claims for recompense for damages emanating from harm to life, physical well-being, or health, if we are culpable for the breach of obligation, and other damages that originate from a deliberate or grossly negligent violation of obligation. A violation of obligation by SCALEOPERATE S.L. is tantamount to that of a statutory representative or vicarious agent. In the circumstance of an order's annulment, the client is obligated to indemnify us for the incurred damage for the expenditures and the potentially forfeited profit, subject to additional claims.

The risk is conferred to the client at the latest with the transfer of the delivery item to the freight forwarder, transporter, or other third party designated for the implementation of the shipment. This also applies if partial deliveries are executed. If the dispatch or the transfer is postponed due to a circumstance whose origin lies with the client, the risk is transferred to the client at the moment when the delivery item is prepared for dispatch, and we have communicated this to the client. The client bears the storage expenses following the transfer of risk. If storage is executed by SCALEOPERATE S.L., the storage expenses amount to 0.25% of the invoice amount of the delivery items to be stored per elapsed week. The assertion of demonstrably higher or lower storage expenses is mutually reserved.

If packaging is executed in containers supplied by the client, no assurance is given for the suitability of the packaging. We are entitled, but not obligated, to raise objections about unsuitable packaging material. If the objected packaging material is not redelivered within two weeks, we are entitled to procure suitable material at the client's expense. The inspection of incoming goods, conducted by the «The procuring customer / or buyer», is confined solely to externally discernible transport damage and to the verification of the quantity and identity of the ordered products based on the shipping documents.

The «The procuring customer / or buyer» will promptly notify the Supplier of any defects identified during the processing of the delivered goods within the scope of the standard production and review processes at the «The procuring customer / or buyer». The «The procuring customer / or buyer» does not conduct any other incoming goods inspections. Section 377 HGB is expressly waived in the business transactions between the contractual parties. The Supplier commits to self-inspect before delivery to ensure all goods to be delivered are completely free of defects and if they coincide. The products are to be packaged by the Supplier in such a way that the goods are not compromised in any manner.

---

<b>Address</b>	<b>Contact</b>	<b>Bank information</b>	<b>PayPal Business</b>
<b>Company:</b> Scaleoperate SL	<b>Procurement:</b> Àlex Pascual Muñoz	<b>Bank:</b> Sabadell	<b>E-mail:</b> administration@scaleoperate.com
<b>Department:</b> Accounting / Sales	<b>Phone:</b> +41 215 60 85 02	<b>Contact:</b> Joan Anton Ruiz Soriano	<b>Register Number:</b> Foil B569931
<b>Street:</b> Avinguda Diagonal, 640, 6A	<b>E-mail:</b> finance@scaleoperate.com	<b>IBAN:</b> ES90 0081 0065 1900 0222 8734	<b>Folio:</b> 197, Tomo 48026
<b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>SWIFT / BIC:</b> BSABESBB	<b>VAT / Mwst:</b> B67668103

Recyclable materials are preferred. Any changes must be reported in writing and require the written consent of the buyer. Special agreements are outlined in the technical terms of delivery or in an addendum. Packaging must be clearly labeled to allow for explicit identification of the product. Special agreements regarding packaging instructions must be adhered to. Each delivery (box, reel, bag, bottle, barrel, pallet, etc.) shall correspond with matching receiving and order documents. Products on order that were reworked and/or sorted must be delivered in separate containers. Reworked and/or sorted parts must not be mixed with new products.

The reworked material must be clearly identified upon redelivery as “reworked”. The supplier adheres to the legal stipulations of the importing country with regard to classification, labeling, packaging, reporting duty (e.g., material safety data sheet, labeling, substance restrictions, market, import, export, and regulations for usage substances and preparations). The Supplier also agrees to fully comply with all respectively applicable laws for the protection of the environment, as well as all health and safety requirements. This applies, in particular, to the provisions of the European Chemicals Regulation (REACH) as amended. The supplier ensures that all the statutory and governmental requirements concerning the production and the handling of his products in the country of production as well as in the country of distribution are fulfilled.

The Supplier is obligated to adhere to the corresponding import regulations and to provide the «The procuring customer / or buyer» with all necessary customs data. This includes, among other things, long-term suppliers' declarations, inasmuch as there is a case of preferential origin, and information as to whether the delivered products are subject to export restrictions. In doing so, the export control regulations (EU DUAL USE Regulation) are to be adhered to, as are the applicable national and international export restrictions. The «The procuring customer / or buyer» is to be notified without delay, in the event that an amendment of law leads to an export restriction.

**Address**

**Company:** Scaleoperate SL  
**Department:** Accounting / Sales  
**Street:** Avinguda Diagonal, 640, 6A  
**Zip & City:** ESP-08017 Barcelona

**Contact**

**Procurement:** Àlex Pascual Muñoz  
**Phone:** +41 215 60 85 02  
**E-mail:** [finance@scaleoperate.com](mailto:finance@scaleoperate.com)  
**Web:** <https://scaleoperate.com/>

**Bank information**

**Bank:** Sabadell  
**Contact:** Joan Anton Ruiz Soriano  
**IBAN:** ES90 0081 0065 1900 0222 8734  
**SWIFT / BIC:** BSABESBB

**PayPal Business**

**E-mail:** [administration@scaleoperate.com](mailto:administration@scaleoperate.com)  
**Register Number:** Foil B569931  
**Folio:** 197, Tomo 48026  
**VAT / Mwst:** B67668103

## 7.) Data Protection & Security Protocols

By virtue in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, dated April 27, 2016, the client is hereby notified that the personal data supplied will be integrated into a file owned by SCALEOPERATE S.L.. The objective of this file is the initiation and fulfillment of the order or contract. You may exercise your ARCO rights at any time, as well as the remainder of the rights included in the aforementioned Regulation by proving your identity, via email to: [derechosarco@SCALEOPERATE S.L....com](mailto:derechosarco@SCALEOPERATE S.L....com). If you wish to acquire additional information about us and our Privacy Policy, please visit the following link: <https://www.SCALEOPERATE S.L.extrusions.com/es-ES/sobre-nosotros/privacy-policy/>

\_\_\_\_\_ [Receiving party] will undertake reasonable measures to ensure that their Authorized Personnel comply with the terms of this Agreement. \_\_\_\_\_ [Receiving party] will be held accountable for any violation of this Agreement by any of their Authorized Personnel.

The Contractor shall accord the Client or an authorized agent the privilege to execute an on-site inspection in line with a mutually agreed schedule. Each and every record and document associated with the product and the agreement must be retained for a minimum span of 15 years. This retention duty extends to all production sites, inclusive of the initial sample, as well as all documentation related to the execution of the prescribed quality assurance procedures and the processing methodologies utilized. The span commences upon the termination of a project and/or the discontinuation of series production. Each and every record and document associated with the product and the agreement must be retained for a minimum span of 15 years. This retention duty extends to all production sites, inclusive of the initial sample, as well as all documentation related to the execution of the prescribed quality assurance procedures and the processing methodologies utilized. The span commences upon the termination of a project and/or the discontinuation of series production.

## 8.) Disclaimer & Exclusion of Liability

No representation or warranty, either express or implied, is made by \_\_\_\_\_ [Disclosing party] regarding the accuracy or completeness of any of their Confidential Information. Apart from the matters outlined in this Agreement, neither party will be obligated in relation to the Transaction. Either party may, at its sole discretion: (a) decline any proposals put forth by the other party or its Authorized Personnel with respect to the Transaction; (b) cease discussions and negotiations with the other party or its Authorized Personnel at any time and for any reason or for no reason; and © modify the procedures pertaining to the consideration of the Transaction at any time without prior notification to the other party.

Address	Contact	Bank information	PayPal Business
<b>Company:</b> Scaleoperate SL <b>Department:</b> Accounting / Sales <b>Street:</b> Avinguda Diagonal, 640, 6A <b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Procuration:</b> Àlex Pascual Muñoz <b>Phone:</b> +41 215 60 85 02 <b>E-mail:</b> <a href="mailto:finance@scaleoperate.com">finance@scaleoperate.com</a> <b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>Bank:</b> Sabadell <b>Contact:</b> Joan Anton Ruiz Soriano <b>IBAN:</b> ES90 0081 0065 1900 0222 8734 <b>SWIFT / BIC:</b> BSABESBB	<b>E-mail:</b> <a href="mailto:administration@scaleoperate.com">administration@scaleoperate.com</a> <b>Register Number:</b> Foil B569931 <b>Folio:</b> 197, Tomo 48026 <b>VAT / Mwst:</b> B67668103

## 9.) Governing law, jurisdiction & dispute resolution

This agreement and its terms are governed by the laws of Spain. Should any legal dispute arise from this agreement, the parties agree to submit to the jurisdiction of the courts in Madrid, expressly waiving any other jurisdiction they may be entitled to due to their registered office or any other legal considerations.

Each party acknowledges that any unauthorized use or disclosure of Confidential Information inconsistent with this Agreement may result in irreparable harm for which: (a) monetary damages may not adequately compensate for any breach of this Agreement; (b) the non-breaching party may seek specific performance, injunction, and other equitable remedies in response to such breach; © these remedies are not exclusive and are in addition to all other remedies available under law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, the breaching party will be responsible for reasonable legal fees and expenses incurred by the non-breaching party in connection with such litigation, including any appeals.

Molds and their designs are the property of SCALEOPERATE S.L., and the company commits not to manufacture or distribute materials derived from them to third parties without the consent of the Client who contributed to the cost of those molds. Under no circumstances shall molds leave the premises of SCALEOPERATE S.L. as they have been developed using SCALEOPERATE S.L.'s proprietary design expertise. If no order is received for these profiles for a period of two consecutive years, the molds will be considered obsolete and will be immediately disposed of by a scrap dealer without prior notification. SCALEOPERATE S.L. will manufacture molds, the necessary tools, and the material requested per the Client's explicit order, and will not be held accountable for any third-party claims due to copying or plagiarism. The Client will be liable for any damages resulting from this situation.

### Address

**Company:** Scaleoperate SL  
**Department:** Accounting / Sales  
**Street:** Avinguda Diagonal, 640, 6A  
**Zip & City:** ESP-08017 Barcelona

### Contact

**Procuration:** Àlex Pascual Muñoz  
**Phone:** +41 215 60 85 02  
**E-mail:** [finance@scaleoperate.com](mailto:finance@scaleoperate.com)  
**Web:** <https://scaleoperate.com/>

### Bank information

**Bank:** Sabadell  
**Contact:** Joan Anton Ruiz Soriano  
**IBAN:** ES90 0081 0065 1900 0222 8734  
**SWIFT / BIC:** BSABESBB

### PayPal Business

**E-mail:** [administration@scaleoperate.com](mailto:administration@scaleoperate.com)  
**Register Number:** Foil B569931  
**Folio:** 197, Tomo 48026  
**VAT / Mwst:** B67668103



### 10.) Claims & Notifications

Any objections concerning delivered products must be lodged within 30 days. Objections filed beyond the specified deadline will not be entertained. Objections must be communicated to SCALEOPERATE S.L. in written form directly to the sales division and they must delineate the order number, the delivery note, the quantities affected, and specifics of the objection. Once an objection has been acknowledged by SCALEOPERATE S.L., the products under dispute must be returned within 15 days. SCALEOPERATE S.L. shall not be held accountable whenever non-compliance with a product is a result of inadequate specifications from the client. SCALEOPERATE S.L. is expressly authorized to delegate to third parties the rights and responsibilities outlined in these general terms and conditions in full or in part.

All notifications given under this agreement must be in written form. A notification is effective upon receipt and shall be dispatched via one of the following methods: personal delivery, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party Company Name: SCALEOPERATE S.L. Representative name: Josuah Hrasche Title: Director Marketing & Sales Address: Av. Diagonal, 640, 6° A, ESP-08017 Barcelona Catalunya, Spain EU Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Receiving Party Company Name: \_\_\_\_\_ Representative name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_ Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

<b>Address</b> Company: Scaleoperate SL Department: Accounting / Sales Street: Avinguda Diagonal, 640, 6A Zip & City: ESP-08017 Barcelona	<b>Contact</b> Procuration: Àlex Pascual Muñoz Phone: +41 215 60 85 02 E-mail: finance@scaleoperate.com Web: https://scaleoperate.com/	<b>Bank information</b> Bank: Sabadell Contact: Joan Anton Ruiz Soriano IBAN: ES90 0081 0065 1900 0222 8734 SWIFT / BIC: BSABESBB	<b>PayPal Business</b> E-mail: administration@scaleoperate.com Register Number: Foil B569931 Folio: 197, Tomo 48026 VAT / Mwst: B67668103
---	--	---	---

## 11.) Termination, Dissolution & Refusal

This Contract shall be dissolved upon the occurrence of any of the following events:

- (a) The mutual consent of all parties involved to terminate this Contract, expressed in writing;
- (b) The successful completion of the Transaction; or © A predetermined period of \_\_\_\_\_  
(Select one)  months  years from the inception date of this Contract.

As previously articulated in this Settlement, you are entitled to exercise your ARCO rights at any given time, as well as any other rights stipulated in the aforementioned Regulation, by providing proof of identification to SCALEOPERATE S.L.... If you wish to exercise your rights of access, rectification, erasure, and objection (ARCO rights), control over your personal data can be achieved through the ARCO or habeas data rights, which empower individuals to safeguard this information and exercise effective authority over it. Our primary objective is to ensure the utmost satisfaction of our clients. We anticipate that our vendors will bolster the collaboration between SCALEOPERATE S.L.. and its clientele in the most effective manner. Direct communication with clients is only permissible upon written consent from the client. This quality assurance contract will remain in effect indefinitely and can be dissolved by either party in writing with a three-month notice. In the event of dissolution, the quality assurance contract will continue to be applicable for all orders placed at the time of dissolution.

Should any clause of this quality agreement become unenforceable or impracticable, the contracting parties are obligated to establish an enforceable provision that closely aligns with the unenforceable or impracticable provision. This also applies to any contractual gaps that need to be addressed. All other provisions remain unaffected by the unenforceable and impracticable provisions and continue to be valid.

Any deviations from this quality agreement must be documented by the contracting parties in written form. This also applies to modifications and additions to this agreement. In the case of blanket agreements, the quality assurance agreement will continue to apply for all orders placed based on the blanket agreement, even after the termination of the quality assurance agreement. In the event of discrepancies between different language versions or in any other cases of doubt, the Spanish version prevails.

The Vendor is obligated to procure and maintain comprehensive product liability insurance, which may not contain any exclusions. Given that the Purchaser also produces components for the automotive industry, among other things, the coverage limits of the Vendor's insurance may not be less than EUR 25,000,000 for operational and product liability insurance and EUR 25,000,000 for comprehensive product liability insurance.

Any deviations from this quality agreement must be documented by the contracting parties in written form. This also applies to modifications and additions to this agreement.

Address	Contact	Bank information	PayPal Business
<b>Company:</b> Scaleoperate SL <b>Department:</b> Accounting / Sales <b>Street:</b> Avinguda Diagonal, 640, 6A <b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Procuration:</b> Àlex Pascual Muñoz <b>Phone:</b> +41 215 60 85 02 <b>E-mail:</b> <a href="mailto:finance@scaleoperate.com">finance@scaleoperate.com</a> <b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>Bank:</b> Sabadell <b>Contact:</b> Joan Anton Ruiz Soriano <b>IBAN:</b> ES90 0081 0065 1900 0222 8734 <b>SWIFT / BIC:</b> BSABESBB	<b>E-mail:</b> <a href="mailto:administration@scaleoperate.com">administration@scaleoperate.com</a> <b>Register Number:</b> Foil B569931 <b>Folio:</b> 197, Tomo 48026 <b>VAT / Mwst:</b> B67668103

## 12.) Amendment

This Contract may only be modified or altered through a written agreement endorsed by both parties post 2024/2025.

The modification structure is employed, for example, when there are:

- Alterations to the Terms of Reference;
- Price escalations due to modifications;
- Variations in payment terms/schedules;
- Prolongation of the duration of the arrangement covered by the document;
- Etc.

Instances of amendment types encompass modifying and adjusting the Contract stipulations relating to price, inclusive of cost and payment schedule, and any other pertinent provision (e.g., duration of document period, additional obligations of Counterparty, altering the composition of the previously approved (by UNDP) project team, special provisions, etc.).

When modifying the relevant Terms of Reference, consider all prior services rendered along with new ones to be executed so that the Terms of Reference in their entirety are interpreted to be consistent with the revised objectives of the Project, reflecting all that has been accomplished and what will be undertaken pursuant to the new modification. Any variations to the previous activities should be reflected as modifications, not deletions ab initio. Services, activities, etc., previously rendered under the document should not be eliminated.

General Note: In intricate cases which may necessitate special provisions in addition to those indicated above, the Program Officer should be consulted.

<b>Address</b> <b>Company:</b> Scaleoperate SL <b>Department:</b> Accounting / Sales <b>Street:</b> Avinguda Diagonal, 640, 6A <b>Zip &amp; City:</b> ESP-08017 Barcelona	<b>Contact</b> <b>Procurement:</b> Àlex Pascual Muñoz <b>Phone:</b> +41 215 60 85 02 <b>E-mail:</b> <a href="mailto:finance@scaleoperate.com">finance@scaleoperate.com</a> <b>Web:</b> <a href="https://scaleoperate.com/">https://scaleoperate.com/</a>	<b>Bank information</b> <b>Bank:</b> Sabadell <b>Contact:</b> Joan Anton Ruiz Soriano <b>IBAN:</b> ES90 0081 0065 1900 0222 8734 <b>SWIFT / BIC:</b> BSABESBB	<b>PayPal Business</b> <b>E-mail:</b> <a href="mailto:administration@scaleoperate.com">administration@scaleoperate.com</a> <b>Register Number:</b> Foil B569931 <b>Folio:</b> 197, Tomo 48026 <b>VAT / Mwst:</b> B67668103
---	--	---	--

### 13.) Universal Stipulations

The duty to withhold Confidential Information shall persist in the following manner: (Select one)

Beyond the cessation of this Agreement, and at no juncture will \_\_\_\_\_ [Receiving party] or any of their Delegates be authorized to divulge Confidential Information, except to the degree that such Confidential Information is exempted from the duties of confidentiality under this Agreement as per Clause 2 above.

Continue in effect until \_\_\_\_\_ (Select one)  months  years from the commencement date or until the Confidential Information ceases to maintain its trade secret status, except to the degree that such Confidential Information is exempted from the duties of confidentiality under this Agreement as per Clause 2 above.

This Agreement will be interpreted and enforced in accordance with the laws of the State of \_\_\_\_\_, irrespective of the principles of conflict of laws. Each party accedes to the exclusive jurisdiction of the courts situated in the State of \_\_\_\_\_ for any legal action, lawsuit or proceeding emanating from or in relation to this Agreement. Each party further relinquishes any objection to the establishment of venue for any such lawsuit, action or proceeding in such courts.

### 14.) Ancillary Provisions

This Contract shall confer benefits upon and create binding obligations for the respective successors and permitted assigns of the parties involved. No party may transfer its rights or delegate its responsibilities under this Contract without the prior written approval of the other party. Should any provision of this Contract be deemed invalid, unlawful, or unenforceable in whole or in part, the unaffected provisions shall remain in effect and continue to be valid, lawful, and enforceable as if the invalid, unlawful, or unenforceable parts had not been included in this Contract. No party will be held accountable for any relinquishment of any provision of this Contract, unless such relinquishment is substantiated by a document signed by the party and any such relinquishment will be confined to the stipulations of such document.

**In witness where of, the parties hereto have executed  
this Agreement as of the date first written above.**

**Disclosing Party**

Company Name: SCALEOPERATE S.L.  
Representative name: Josuah R.C. Hrasche  
Representative title: Director Sales

Signature: \_\_\_\_\_

**Receiving Party**

Company Name: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Confirmation

**Signature/Confirmation:** The «The procuring customer / or buyer» hereby confirms to have received a copy of this contract, and to have taken note of the recorded GTC's / AGB's before signing the contract. In particular, - he confirms to use the services obtained from SCALEOPERATE S.L.. mainly for commercial purposes.

Place/Date

*Barcelona, 19<sup>th</sup>. April 2023*

Place/Date

Signature & Stamp «The procuring customer / or buyer»



Signature contractor

We acknowledge your request for a partnership and are grateful for the opportunity to present this contract. Our adaptable process framework enables us to adopt a solution-focused approach to cater to your distinct requirements. We depend on empirical, dependable, and validated elements to ensure the enhancement of your current state at the most economical operating expenses. Our offerings range from design and fabrication to logistics and on-site implementation. Furthermore, we furnish a comprehensive design blueprint and technical dossier for each service. Delegate your challenges to us and trust in our capacity to deliver. As your collaborator, Scaleoperate ensures swift reaction and intervention times from a dependable and unimpeded ally. Your triumph is our triumph, and we would be thrilled to forge a long-lasting alliance with you.

**SCALEOPERATE**  
**Josuah Hrasche**  
Director Sales

**SCALEOPERATE**  
**Maciej Karaś**  
Exec. PPM

**SCALEOPERATE**  
**Adam Skalik**  
Exec. LPE



**SCALEOPERATE**  
ENGINEERING INDUCTION  
MEASURING SYSTEMS

**Scaleoperate S.L.**

NIF: B-67668103

Avinguda Diagonal, 640. 6º A  
08017 Barcelona, Spain



**SCALEOPERATE**  
ENGINEERING INDUCTION  
MEASURING SYSTEMS

**Scaleoperate S.L.**

NIF: B-67668103

Avinguda Diagonal, 640. 6º A  
08017 Barcelona, Spain



**SCALEOPERATE**  
ENGINEERING INDUCTION  
MEASURING SYSTEMS

**Scaleoperate S.L.**

NIF: B-67668103

Avinguda Diagonal, 640. 6º A  
08017 Barcelona, Spain

### Address

**Company:** Scaleoperate SL  
**Department:** Accounting / Sales  
**Street:** Avinguda Diagonal, 640, 6A  
**Zip & City:** ESP-08017 Barcelona

### Contact

**Procuration:** Àlex Pascual Muñoz  
**Phone:** +41 215 60 85 02  
**E-mail:** [finance@scaleoperate.com](mailto:finance@scaleoperate.com)  
**Web:** <https://scaleoperate.com/>

### Bank information

**Bank:** Sabadell  
**Contact:** Joan Anton Ruiz Soriano  
**IBAN:** ES90 0081 0065 1900 0222 8734  
**SWIFT / BIC:** BSABESBB

### PayPal Business

**E-mail:** [administration@scaleoperate.com](mailto:administration@scaleoperate.com)  
**Register Number:** Foil B569931  
**Folio:** 197, Tomo 48026  
**VAT / Mwst:** B67668103