



**BT ESPAÑA COMPAÑÍA DE SERVICIOS GLOBALES DE TELECOMUNICACIONES, S.A.U.**  
**GENERAL PURCHASING CONDITIONS**

1.1. Supplier's data

Name or corporate name	
Tax Identification Code.	
Supplier's Nº (to complete by BT)	
Date and signature	

**1. Definitions, objective and scope of application**

1.1 The following terms shall have the meanings assigned to them below:

**BT España** or **BT**: means BT España, Compañía de Servicios Globales de Telecomunicaciones, S.A.U., whose registered office is located at Calle Isabel de Colbrand 6-8 28050 Madrid, incorporated by the Public Document executed by the Notary Public of the Distinguished Association of Notary Publics of Madrid, Mr. Isidoro Lora Tamayo Rodríguez, on the 13<sup>th</sup> of November of 1992, number 3046 of his protocol, entered into the Mercantile Register of Madrid, volume 4.496, Section 8, Folio 147, Page M-74132, 1<sup>st</sup> Entry (CIF A-80448194).

**Purchasing**: means any acquisition of goods or services, as well as the execution of any work.

**Purchase Order**: means the contract, the Purchase Order or any other document by which the acquisition of goods or a service, or the execution of some work, is formalised.

**Supplier**: means the natural or legal person who knows, consents to and accepts these General Purchasing Terms along with the Purchase Orders or the Annexes to the terms that may be agreed upon.

1.2 The objective of the General Purchasing Terms herein (hereinafter referred to as "CGCs") are to set up a general legal framework of rights and obligations between the parties, which will be applicable to all the Purchase Orders executed, awarded and issued by BT for the delivery of goods, the acquisition of services or the execution of different works.

1.3 Except for general or individual derogations specifically stated in Annexes to the CGCs herein or what is set forth in the Purchase Order which, where appropriate, may be subscribed to by both parties, these CGCs are exclusively applicable to the commercial relations between BT and the Supplier, considering them to be of a higher rank than any other ones to the contrary from the Supplier which might contradict them.



## **2. Service Contracting Modalities. The issuing and acceptance of Purchase Orders.**

2.1 According to the different Purchasing Modalities of BT, there are two ways of formalising them:

- a) – By contract; or
- b) – Through a Purchase Order.

In certain cases, both ways are used simultaneously, first signing a contract and then issuing Purchase Orders against that contract.

2.2 Independently of carrying out a request by telephone in advance for the supplying of services or the delivery of goods, BT shall make the Purchase Orders in writing and shall send them to the Supplier via fax, normal post, certified post or electronic mail. All BT Suppliers shall have an electronic mail address or a fax number and they shall have communicated it to BT

2.3 The acceptance of a Purchase Order shall take place in the following cases:

- a) At the time that the duplicate copy of it or acknowledgement of its receipt reaches BT , having been signed by the Supplier; or
- b) When four working days have gone by since the notification or sending of the Purchase Order to the Supplier, as long as the Supplier has not previously notified its non-acceptance of it.

2.4 The sending of the acknowledgement of receipt of the Purchase Order herein shall be understood to be a complete acceptance on the part of the Supplier of the CGCs herein and of the contents of the Purchase Order itself.

2.5 Notwithstanding the above, BT reserves the right to cancel the Purchase Order in the event that it does not receive the duplicate copy of it or the acknowledgement of its receipt within the time period indicated in point 2.3 b) or the Supplier refuses to accept any of the General Terms herein.

2.6 The terms that have been specifically accepted by BT in writing and incorporated into the document herein as an Annex or Individual Terms may solely and exclusively modify or complete the CGCs herein.

## **3. Services to be supplied. Delivery of products and services.**

3.1 The Supplier undertakes to deliver the goods and/or services included in a Purchase Order on the delivery dates indicated in the Purchase Order and to the address indicated on it. Within the price of the goods and/or services, all the expenses shall be included that are directly or indirectly related to the goods, the merchandise or the service up to that point of delivery. The merchandise shall be transported at the risk and fortune of the Supplier. The transmission of the risk will take place upon acceptance of the merchandise or the services. Each package in which the merchandise is sent shall clearly indicate the address for its delivery, as well as the Purchase Order number.

3.2 The goods or merchandise shall be delivered with full documentation, accompanied by all the appropriate legal and regulatory documents (certificates of origin, etc...), it being a mandatory requirement to attach a delivery note with the object of its reception on the part of BT, as well as the corresponding serial number of the equipment contained in each Purchase Order, as is



indicated in term 3.3 below. In the cases where it is appropriate, mention shall be made of the location of the equipment delivered if this were to have occurred in the node centres of BT.

- 3.3 The verification and the reception of the merchandise shall be performed after the delivery. The initial reception by BT shall be understood to be a provisional reception. The Supplier shall not consider the acknowledgement of receipt by BT, or BT's signature as being the final acceptance. The final reception (including the quality control tests and any other tests that BT may perform), where appropriate, shall be carried out within a maximum period of 30 days as of the provisional reception date. The final reception date shall be the one to be taken into account for the purpose of initiating the warranty period applicable to the merchandise or to the services.
- 3.4 The merchandise delivered in excess of what was requested, unacceptable merchandise or defective merchandise will be returned to the Supplier at its own risk and carriage forward. The unacceptable merchandise and the defective merchandise will be replaced by new merchandise in identical condition to the merchandise initially delivered, unless BT decides to cancel the Purchase Order and to request the corresponding penalties listed, where appropriate, on the Purchase Order or in the contract.
- 3.5 The transmission of the ownership of the merchandise shall take place once the merchandise is delivered and finally accepted at the place of delivery mentioned in term 3.1 above.

#### **4. Term**

This Contract will begin on the date it is signed by both parties and will have the term mutually agreed between the parties.

The Contract will be considered to be tacitly extended for 12-month periods if neither of the parties notifies the other, in writing and 30 days in advance, to the date of termination of the Contract or any of its renewals.

#### **5. Period of execution. Delays in the deliveries of goods and services.**

- 5.1 The Supplier is obligated to comply with the supply deadline commitments for the services or the delivery of the products set forth in these CGCs, in the Purchase Order or in any Annex to these CGCs.
- 5.2 In the event that the Supplier does not comply with term 3.1 above or it does not respect the delivery deadline defined in each Purchase Order, and whenever the said delay cannot be attributed to BT or to Acts of God, a penalty shall be applied to the Supplier for each week of delay equivalent to 3% of the total amount of the Purchase Order. In the event that the delay surpasses twenty (20) calendar days, BT may reject the contents of the delayed Purchase Order, all without prejudice to the referred-to penalty and the indemnifications for damages and prejudicial consequences caused to BT.
- 5.3 In the case of a delay in compliance with the services to be supplied or with the obligation to deliver the products within the timeframes set up in these CGCs, in the Purchase Order or in the Annexes to these CGCs, BT may impose upon the Supplier a penalty consisting of a sum of money calculated as 3% of the price of the products or services with regard to those that the delay has caused, for each week or fraction of a week of delay, with a limit of 100% of the value of those products, without prejudice to the power to end the commercial relationship between the parties.



## **6. Warranty**

- 6.1 The Supplier guarantees BT that the materials, equipment or services of any nature supplied under a Purchase Order are free of labour defects, that they comply with the specifications, plans, samples or descriptions set up which are applicable to them, that they are appropriate for the purpose to which they are destined and are new and of prime quality.
- 6.2 The Supplier is responsible for all the apparent or hidden faults of all the merchandise and the services delivered and, in addition, this includes any part whose manufacture or preparation has been entrusted totally or partially to a third party. The Supplier shall indemnify BT fully for any damages, prejudicial consequences and claims or actions of any type that BT sustains. The Supplier shall not oppose BT with regard to any type of exclusion or limitation of liability.
- 6.3 The Supplier guarantees the delivered goods which belong to a Purchase Order or the services rendered under that Purchase Order for a minimum period of twelve (12) months after their final acceptance by BT. BT may proceed on its own or through third parties to carry out the necessary work to rectify faults or defects and shall be able to deduct the expenses derived from this work from pending payments, if the Supplier does not do it diligently.
- 6.4 The Supplier shall take all the necessary actions to inform BT and keep it informed without delay of any manufacturing defects, whether real or suspected, of which it has knowledge, in such a way that possible damages and prejudicial consequences are avoided.
- 6.5 The parts, materials and services that turn out to be defective during the warranty period shall be immediately replaced at the Supplier's expense under identical conditions to the initial ones. Nevertheless, the Supplier may take back the defective parts and materials. The replaced parts and materials shall have the same warranty period as those initially supplied, the warranty period going into effect at the time of the substitution.

## **7. Supporter's s personnel assigned to the rendering of the services.**

- 7.1 For the rendering of the Services, Supporter will use its own personnel, who will always be under its wing, supervision and professional control, and over which Supporter will take care of the management, control, selection, training, replacement, insurance, salary, discipline and any other faculties attributed to the businessman or employer by the labor legislation. Supporter shall provide its employees with the equipment, tools and materials necessary for them to be able to correctly carry out the tasks which are the purpose of this Contract.
- 7.2 Supporter's personnel at BT's facilities will be perfectly identified as workers of the first company, having to wear some type of distinctive sign that facilitates their identification. Likewise, BT will provide Supporter's personnel working at its facilities with a place to permit them to be clearly differentiated from BT's employees, adding or including, if necessary for this purpose, some type of emblem or sign on the furniture or in the area occupied by Supporter's personnel that contributes to this objective.

In the cases in which the Personnel renders the Service at Supporter's facilities, Supporter as well as BT will each appoint their corresponding Service Coordinators or Supervisors, who will be the contact persons and liaisons between both companies for the purpose of rendering the Service.

- 7.3 Supporter will appoint a Supervisor or Coordinator from among the Personnel assigned to the rendering of the Services who will be the only contact person and liaison with BT and its employees at BT's facilities.



Likewise, BT, on its part, will appoint a Supervisor or Coordinator who will be the only person from BT to maintain the contact and liaison with Supporter at BT's facilities.

- 7.4 In particular, the interaction will be prevented of Supporter's Personnel assigned to the rendering of the Services, for the purposes of the contract herein, with BT as well as with its employees. Any communication and/or request that Supporter's Personnel sent to work at BT must make shall necessarily be channeled through Supporter's Supervisor or Coordinator, who will duly inform BT's Coordinator or Supervisor about these communications.
- 7.5 The relationship between the parties is strictly of a commercial nature, without any labour relationship existing between BT and Supporter's personnel that is rendering its services at BT's facilities. Therefore, Supporter's personnel assigned to the rendering of the Services cannot be considered, in law and in practice, to be a BT employee. Under no circumstances can the signing of this Contract be understood to mean the establishment of any labour relationship between BT or its main customer and the personnel for which Supporter is directly or indirectly responsible.

In general, Supporter shall provide the human resources necessary, with regard to quality as well as quantity, to fulfill all its obligations under what is set forth in the Contract herein, executing and managing the service under its control and coordination, applying the appropriate standards and methodologies and periodically providing BT sufficient information to facilitate the supervision and decision-making throughout the execution of the service.

The jobs which are the purpose of this service will be carried out at Supporter's, BT's or its main customer's facilities, as needed.

BT or its main customer will likewise be obligated, as appropriate, to provide Supporter's personnel a suitable place of work to carry out the activity.

In order to prevent possible risks of illegal contracts for placing workers at the disposal of another company, the managers of BT or of its main customer may not under any circumstances give work instructions to Supporter's workers, turning for this purpose to the project manager so that he/she can give the appropriate instructions to the personnel in its project.

Likewise, the following obligations to be taken on by BT or by its main customer are set up:

- a) To facilitate the creation of work sites at its facilities, when this is needed due to the characteristics of the service rendered;
  - b) To respect the physical distribution of the personnel at those work sites, limiting as much as possible the service requirements that prevent the worker from remaining at his post and work site;
  - c) To abstain from applying or communicating any measure to the workers that affects their working conditions;
  - d) To notify the managers of the project or service about the matters regarding its rendering that affect the working conditions so they can adopt the appropriate measures, not agreeing upon any measure or system until its communication to the workers by their hierarchical manager in the company has been put on record.
- 7.6 Supporter takes on the responsibility for all the labor obligations – including those corresponding to the workers' health and safety-, for Social Security with regard to its workers, as well as any



expense or additional cost incurred by its employees in the rendering of the Services included within the contract herein, holding BT totally harmless, in this regard, other than for what is specifically set forth in the contract herein. The failure on the part of Supporter to perform any obligation regarding its employees may give rise to the cancellation of the Contract herein.

In particular, Supporter undertakes to do the following:

- a) To inform BT about the technical qualifications of the team assigned to execute the Contract herein.
- b) To place at BT's disposal, if BT so requires, the documents proving the relationship of its workers and the fulfillment of its labour, fiscal and Social Security obligations.

In the event that BT becomes aware that on Supporter's part some nonfulfillment of the obligations taken on in this contract is occurring, for which a third party might make BT jointly and severally or collaterally liable, or through the exercising of some other direct action against it, the latter, without prejudice to the actions it might take based on clause 10.1.b) of the contract herein, may proceed to hold back all the payments which for any concept are pending to be made to Supporter in a sufficient amount to safeguard those liabilities.

- 7.7 When the service is rendered at BT's own facilities, Supporter, as well as the personnel for which it is responsible that is assigned to the rendering of the Services, undertake to abide by the internal regulations regarding organization, security and operation at BT's offices and facilities. To this end, BT will keep Supporter informed at all times about the internal organization, security and operation regulations applicable at its offices and facilities, who, in turn, undertakes to keep its Personnel informed about them at all times.
- 7.8 Supporter's Supervisors or Coordinators will periodically review the performance of the Personnel assigned to the rendering of the Services, individually treating the achievement of objectives, productivity and career plan designed by Supporter for each of its workers.
- 7.9 The training of Supporter's Personnel rendering its services at BT's facilities is a capacity and obligation that is entirely within Supporter's sole province, although the training will adapt to the strict requirements of the functions making up the services which are the purpose of the contract, Supporter being the one to give this training in accordance with the material and content previously agreed with BT or with its Training Agency, as appropriate. The training of the Personnel is included in the Service Price.

As an exception, the training of Supporter's Personnel may be given by BT, once Supporter has specifically asked for this in writing. BT will send Supporter a written quote for the cost of the training, which shall be specifically accepted by Supporter.

- 7.10 Supporter undertakes that the Personnel sent for the execution of the contracted services has the necessary qualifications and experience, guaranteeing at all times that the services to be rendered by virtue of this contract are of a professional quality, in accordance with the skill and know-how requirements that are generally expected in the rendering of the services which are the purpose of this contract between service companies with a good reputation, likewise undertaking that the Personnel will act, while fulfilling its commitments, obligations and jobs, with due diligence and according to the generally accepted and acceptable standards of courtesy in the professional environment in which it is going to render its services.

BT and Supporter will carry out quality controls on the execution of the Service, according to the quality policy and parameters previously set up by BT and agreed by the Parties, which will entail,



when the case so requires, the immediate replacement of the Personnel on Supporter's part when any of them seriously fail to perform the essential obligations of this Contract.

- 7.11 Supporter undertakes to render the services in accordance with the parameters established and obligations taken on in the contract herein and Annexes, as well as with the instructions that BT might set up, with Supporter being free to employ the Personnel it considers appropriate at each point in time for the execution of the contract herein.

Whenever any variation occurs in the Personnel affecting the Service, Supporter will immediately inform BT. Also, Supporter will plan and execute a redimensioning of the service so that the same level of quality of the service contracted is guaranteed at all times. However, Supporter is released from the obligation to inform BT in the event that the worker leaves the company voluntarily or, as a consequence of a serious breach committed by Supporter's employee, Supporter becomes obligated to demand his disciplinary dismissal.

- 7.12 The BT and Supporter managers will hold periodic meetings to talk about the Service's execution and development, in accordance with what is set forth in the Contract herein and its Annexes.

- 7.13 While the contract is in force, Supporter undertakes to comply with law 31/1995, of November 8, concerning Occupational Hazards Prevention, and the regulations to put it into practice with regard to the Personnel assigned to the Service rendering. To this end, it will submit a prevention policy that is suitable to the hazards of the Personnel assigned to the Service rendering, which it will update in the cases covered by the mentioned Law in its article 16. Whenever it makes modifications, it shall notify BT. Supporter likewise undertakes to give its employees information and training prior to them taking over the positions for which they have been contracted.

- 7.14 If the services provided by your company require the physical presence of its employees in any of the facilities of BT Spain or its clients, in compliance with the law of prevention of occupational risks, we inform you that you must prove documents on the Web tool designated by BT for these purposes, and to keep documents up-to-date at all times

- (a) the documentary requirements, that there are requested to carry out the coordination of activities, according to legislation and internal regulations of BT, including both company documentation, and the workers who will provide the service.
- (b) any mandatory documentation for the performance of the service to provide.

The request in the tool Web application, will take place by sending a mail to [caebt@bt.com](mailto:caebt@bt.com) Later BT will be sent a username and password to grant access to it, and to manage the documentation of company and workers requested.

Also you must commit to inform BT through the Coordinator of any accident or occupational disease suffered by one of its employees during the performance of the service and record information relating to the accident and and/or professional disease, sending the information by mail to [caebt@bt.com](mailto:caebt@bt.com).

- 7.15 BT undertakes to:

- a) –Inform the supplier through its Web site about the occupational hazards and the preventive measures adopted, including the training and health surveillance obligations whenever the tasks inherent to the Service are performed at BT's work sites.



b) – Inform the supplier through its Web site about the results of the hazards evaluations they perform and about the changes occurring in the hazards and in the preventive measures so it can fulfill its legal obligations with regard to occupational hazards prevention.

c) –Inform through its Web site about any harm occurring to the health of any Supporter worker at BT's work site.

d) –Guarantee to Supporter's workers who render their services at any of BT's work sites the same level of protection regarding safety and health as the rest of the workers.

7.16 While this contract is in force, both parties undertake to coordinate their prevention policy if necessary under the terms specified by the legislation in force regarding occupational hazards prevention.

The following sections of the clause herein will not be applicable to the Personnel rendering the Services at Supporter's facilities: sections 7.2, 7.3, 7.4, 7.7, 7.9, 7.13, 7.14, 7.15, 7.16

## **8 Prices and Tariffs**

8.1 The prices contained in each Purchase Order or in its Annexes are closed and final. In the event that the price is stated in a foreign currency, it will be paid in that currency. Nevertheless, if the services are periodical, BT shall only be responsible for the fluctuations with regard to the exchange rate existing at the time the Purchase Order is signed that do not exceed 5% of that exchange rate, this price being reduced to the extent of the damage undergone by BT.

8.2 The price that BT should pay the Supplier in accordance with what is set forth under this term shall take place on the last day of each month for the merchandise delivered during that month and for the services actually rendered during that month.

The Supplier shall be responsible for any differences in freight, shipping or other expenses originating from the delivery of the merchandise which is the object of the Purchase Order, without any carry back whatsoever to BT , unless the contrary has been stipulated through mutual agreement between the parties.

8.3 If throughout the duration of the contract occurs changes in the market that can affect any of the services provided by the supplier, BT may require a review of the prices where important price deviations are detected that are producing BT a significant loss of competitiveness.

8.4 It will assume that there is a significant competitiveness loss, when BT submit one or more independent offers (not be considered as "independent offers" those that involved a same operator, partially or wholly) made by companies with authorization to provide services covering all services which their total price became lower at least by 5% per 100 of those agreed in the contract.

8.5 In order to verify the previous conditions, and only in the case of existing discrepancies at the time of checking the criteria of BT, any of the parties may refer the question, at its expense, a prestigious independent auditor in the market which must be accepted by all parties except full justification based in exceptional reasons justified by the party that has not designated it.

The auditor shall issue the opinion at the request of the requesting party within a period not exceeding 30 days. The auditor must decide if the offers submitted refer to the whole of the services contracted by BT and the offered prices are among items that apply to that market at that time. Parties are obliged to comply with and act accordingly with the opinion of the independent auditor.





Within fifteen (15) days from the written communication from the auditor to the parties ruling the conformity of the offers with the criteria set out in this clause, if the supplier does not match the offers submitted, BT shall have the right to resolve in advance the contract by mere communication in writing to the supplier, without having the right to compensation or any amount for such a concept

## **9 Payment terms. Invoicing**

9.1 The payment of the services rendered by the Supplier shall be carried out sixty (60) days after the reception date of the invoice, by counter check or by domiciling the bill in an account designated by the Supplier on the corresponding Purchase Order..

9.2 The correctly issued invoice shall be sent by the following ways (both of them) to:

- [portal.spain@bt.com](mailto:portal.spain@bt.com)
- *BT España Compañía de Servicios Globales de Telecomunicaciones, S.AU.*  
*To : Accounts payable*  
*C/ Isabel Colbrand, 6-8, 28050 Madrid*

9.3 The invoices should indicate the Supplier's address, its NIF (Tax Identification Code), the date, the Purchase Order number and the description of the services performed, as well as any other comments required by the applicable legislation. A copy of the documentation mentioned in paragraph 3.2 shall be attached to the invoice.

9.4 Any invoices that does not comply with what is set forth in the above paragraphs will be returned to the Supplier, providing the date of return and the reason for doing so, without this causing BT to incur in defaulted payment.

## **10 Termination of the Purchase Order.**

10.1 Either of the parties may terminate the Purchase Order at any time by notifying it to the other party in writing if:

a) –any event of force majeure were to impede the fulfilment of all or a substantial part of the obligations of the other party with regard to such a Service for a continuous period of twenty (20) days as of the date in which that obligation should have been complied with; or

b) – the other party were to breach any term or condition set forth on the Purchase Order or in these CGCs.

10.2 When any of the causes for discharge provided in items a) or b) of the first paragraph of this clause occurs, the party upon whom the cause of the discharge does not concur shall be able to make use of what is stipulated in article 1124 of the Civil Code.

10.3 BT shall be entitled to terminate these general conditions and/or any order which is released with them, totally or partially, without the need of invoke any justified cause by notifying in writing to the other party with a prior notice of one (1) month. In that case, the termination shall not arise any right to compensate whatsoever in favor of the supplier. However, parties will be required to deal with accumulated liabilities for each of them in execution of these conditions until the anticipated completion date.



- 10.4 In cases of partial resolution, it shall be only requested those rights and obligations pertaining to the services that continued to be providing.
- 10.5 Notwithstanding the resolution of the order form, the obligation of personal data protection established in condition 14 as well as the obligations of confidentiality established in the following 15 condition shall apply.

## **11 Cancellation of the Purchase Order**

In the event of nonfulfillment of any of the CGCs herein, particularly in the case of delay in delivery, BT shall be able to cancel the Purchase Order, without prejudice to claims for damages and prejudicial consequences caused.

## **12 Legal Obligations.**

- 12.1 The Supplier shall comply with all laws and regulations applicable to the Purchase Order as of its execution, as well as to the materials, elements and/or services that constitute its scope.
- 12.2 The Supplier undertakes to comply with law 31/1995, dated the 8th of November, regarding Occupational Hazards Prevention and all legislation related to it, in what concerns its employees who will be providing service to BT, as well as to coordinate its prevention policies with those of this company if it were to become necessary, during the period that these CGCs and the Purchase Order are in force. For this purpose, it shall submit a prevention policy appropriate for the risks faced by the employees who are rendering their services to BT, which it shall update for the cases covered by the law in its article 16. Whenever it makes any modifications, it shall inform BT. In addition, the Supplier undertakes to provide information and training to its employees before they assume the job positions for which they have been contracted.
- 12.3 During the period these CGCs and the Purchase Order are in force, in order to comply with what is set forth in the law mentioned in the above point, the Supplier undertakes to certify the following with documents before signing the Purchase Order:
- a) Its prevention policy depending upon the risks to which its employees are subjected. This policy shall include a health surveillance system in accordance with what is stipulated in article 22 of law 31/ 1995 regarding Occupational Hazards Prevention and in 37.3 of Royal Decree 39/1997, Regulation of the Prevention Services.
  - b) The training of the workers who are carrying out the tasks inherent to the services which are included within the scope of the Purchase Order with regard to the cited occupational hazards, assuring that it is appropriate and sufficient.
  - c) The mutual occupational accident and disease insurance company to which the Supplier is associated. The Supplier shall report any change in insurance companies if this occurs during the period the CGCs herein or the Purchase Order are in force.

Likewise, the Supplier undertakes to report in writing any accident occurring to one of its workers during the rendering of the services which fall within the scope of the Purchase Order or during the delivery of any goods.

- 12.4 As for BT, it undertakes:



- a) To report the Supplier in writing about any occupational hazards or preventive measures adopted, including the training and health surveillance obligations whenever the tasks inherent to the services which are included within the scope of the Purchase Order are carried out in the work site of BT.
  - b) To report the Supplier in writing about the results of the risk evaluations that are performed and any changes that occur in the risks or in the preventive measures so that it may fulfil its legal obligations with regard to the prevention of occupation hazards.
  - c) To report in writing any personal injuries undergone by any of the Supplier's workers while in a BT work site.
  - d) To guarantee for the Supplier's workers who are rendering their services in any of BT's work centres the same level of protection with regard to security and health as the rest of the workers.
- 12.5 During the period the Purchase Order and these CGCs are in force, both parties undertake to coordinate their prevention policy if it were to be necessary and under the terms specified by the legislation in force with regard to the prevention of occupational hazards.
- 12.6 All taxes, fees and any other type of levies shall be the responsibility of the Supplier, whether direct or indirect, except for the V.A.T. which shall be paid by BT. In the case that new taxes are created, they shall be paid by the corresponding party in accordance with what is set forth by Law.
- 12.7 The Supplier undertakes to keep BT free of any claims or liabilities derived from property damages as well as personal injury and death of any person at its service or other people, as a result of and during the execution of the work involved in the execution of a Purchase Order.

### **13 Intellectual and Industrial Property Rights**

#### *13.1 Intellectual and Industrial Property*

- 13.1.1 The ownership and all the Intellectual or Industrial Property Rights for BT merchandise, materials, software, operations manuals and associated documentation, supplied to or placed at the disposal of the Supplier or generated on the part of the Provider in any way connected to these CGCs or with the contracts and Purchase Orders, shall fully remain the property of BT or of whoever owns them. Nothing in these CGCs shall be understood or interpreted to be a granting on the part of BT to the Supplier of any type of licence or right over BT's intellectual or industrial property. The Intellectual Property rights over the work carried out by the Supplier under the aegis of the CGCs herein and of the Purchase Orders or contracts signed by the Provider and BT shall be the property of BT.
- 13.1.2 The Supplier shall keep any software, as well as any other material that contains BT Intellectual or Industrial Rights, as confidential and it shall assure that it is not copied, disclosed or used in any other way than what has been authorised by BT in writing. The Supplier shall indemnify BT for all damages and prejudicial consequences that are caused to it due to the nonfulfillment of this term 13.
- 13.1.3 In the event that the merchandise includes software, the Supplier grants BT an irrevocable and non-exclusive licence, with the right to sub-licence in the event that BT sells or leases the merchandise to a third party, for the use of the software or the merchandise with which it is supplied and for this sole purpose.



## 13.2 Indemnification

- 13.2.1 The Supplier guarantees BT, and remains obligated to give proof of this with the appropriate documents, if required, that it has in its possession the patents, licences and other intellectual and industrial property rights for the Software that it may contribute.
- 13.2.2 In compliance with the above guarantee, the Supplier releases BT from any responsibility for any breaches of intellectual and/or industrial rights that the former may commit and it binds itself to do whatever is necessary to hold BT harmless, uninvolved and safe, at all times, from any claims or lawsuits with regard to any liability for the infringement of intellectual and industrial property rights by Supplier.

## 14 Personal Data Protection.

- 14.1 The following terms will have the following meanings:

“**BT**” will mean any company of the BT Group (as defined in section 42 of the Spanish Commerce Code) that provides personal data to the Supplier or from whom the Supplier obtains Personal Data in regards to this Agreement

“**GDPR**” means General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any amendment or replacement to it.

The terms in this clause which are defined in the GDPR will have the meaning there included.

- 14.2 The Parties undertake to comply with what is stipulated in the GDPR and the data protection regulation in their course of business and in the execution of this Agreement, likewise the parties agree to transfer and reflect the stipulations and obligations of this section 6 in the Agreements with their subcontractors and agents, guaranteeing the compliance with the provisions of this section.
- 14.3 For the exclusive purpose of managing the contractual relationship among the parties and for the execution of the terms of this Agreement, each party will receive personal data from the other (mainly commercial personal data of employees, and should it be the case, also of subcontractors and agents) agreeing to:
- (i) Handle the personal data received from the other party for the exclusive purposes of (i) managing the contractual relationship among the parties, (ii) contacting the other party regarding the execution of this Agreement, and (iii) for the proper execution of the rights and obligations arising therefrom.
  - (ii) Inform any data subject of the terms and conditions stated in section 14 of the GDPR
  - (iii) In case of a breach of the security of the personal data, to notify the other party as soon as the party knows the breach has happened, indicating all the relevant aspects and ensuring, in any case, that the other party can comply with its obligations, pursuant to and in accordance with the provisions of the GDPR and data protection regulation.
- 14.4 The supplier authorizes BT to transfer the aforementioned personal data to the companies in its group for the sole purpose of managing the Agreement and complying with BT’s binding corporate rules.



14.5 Neither Party will Process Personal Data on behalf of the other Party as Processor for the purposes of this Agreement. If either Party anticipates that any change, may occur, regarding data processing that will entail one of them becoming a Processor, the parties will negotiate in good faith a new Agreement to include the required terms and conditions on how such data processing will be made in accordance with GDPR and data protection legislation.

## **15 Confidentiality and publicity.**

The Supplier is specifically obligated to maintain the information that BT provides it as a consequence of the commercial relations that are set up between the parties as confidential. Thus, during the time the CGCs herein, or the Purchase Orders, are in force and once they have been terminated, each of the parties shall take care that all the documentation, information, technical data, design, manufacturing, installation or operation that may have been exchanged between them never reach the hands of competitors of either of the parties or of third parties that might be prejudicial to BT's positioning with regard to its industrial or commercial investigation.

## **16 Assignment and subcontracting.**

16.1 The Supplier shall not assign or subcontract the Purchase Order or the services which fall within its scope or the contents of the obligations arising from these CGCs, either totally or partially, without the previous consent of BT in writing. Such permission, were it to be granted, shall not release the Supplier from any obligation or responsibility that it has in accordance with the Purchase Order or these CGCs.

16.2 BT reserves the right to assign the whole or part of the Purchase Order to any of the companies within the BT group or to its subsidiary or parent companies or to any other company in which BT holds stock or any company that holds stock in BT.

## **17. Quality of the services**

17.1 All the services rendered under the Contract shall be of good quality, in accordance with the standards of the Supplier's sector of activity, appropriate for their purpose and executed in accordance with the CGCs herein and with the Purchase Order. The Supplier acknowledges that quality in the rendering of the services and in the delivery of the goods is an essential factor.

17.2 In order to assure the quality of the services rendered, the Supplier shall make its best endeavours to not substantially alter the composition of the personnel assigned to comply with the obligations taken on in these CGCs and in the Purchase Order.

17.3 The relations between the parties are based upon reciprocal trust, adapting the exercising of their rights and obligations to the requirements in good faith.

## **18. Insurance**

18.1 The Supplier, at the time of signing this Contract, shall contract an insurance policy or insurance policies sufficient to warrant the personal or material damages caused to third parties or to BT, including disability risks and death, as a consequence of its obligations by this Contract; said insurance policies shall cover, per event and without franchise at least three (3) million Euros or the value of the Contract, whichever amount is higher.

18.2 The Supplier shall provide a photocopy collated with the original, as proof of having subscribed said insurance policy. Likewise the Supplier shall provide annually proof of been up to date in



the payments of the insurance policy, by providing a copy of the receipt paid collated with the original.

**19. Waste management**

The Supplier agrees to comply with the applicable regulations, regarding electric and electronic equipments and its waste management. Specially, although not limited to, the Supplier is responsible of all costs regarding the administration, collection and storage of the waste generated by the equipments supplied under this General Purchasing Terms or Purchase Order, as well as of the ticketing of said equipments in compliance with the applicable laws.

**20. Mandatory policies**

The provider will and will procure that its personnel comply with all applicable laws in the performance of the supplier's obligations under the contract.

The supplier will and will procure that all Supplier Personnel will comply with the policies available at the <https://grouplextranet.bt.com/selling2bt/PoliciesPortal/index.html> or any other URL that can be reported to the supplier from time to time provided that:

- When prompted that the policy applies to BT, the supplier shall comply with and shall ensure that staff compliance with this policy as though such policy applied to and had been adopted by the supplier;
- the supplier will be granted a reasonable period from notification (or such other period as specified in the policy) in which to implement any changes required to comply with any new or amended Policy and
- the supplier will not be deemed to be in breach of this Clause 20.2 where it is able to demonstrate that its performance in connection with the contract is compliant with its own policies provided that such policies are not less stringent than the relevant policies.

**21. Nullity.**

The nullity and therefore, the inapplicability of any of the clauses and/or annexes making up the CGCs herein, shall not be cause for invalidating the rest of the clauses, which shall remain in force.

**22. Interpretation.**

The CGCs herein cancel and replace any term included in fees, invoices, proposals or other documents that may contradict them, except for what is set forth in these CGCs concerning the validity and prioritised application of other documents.

**23. Headings**

The headings for the clauses of these CGCs have been placed here merely to facilitate the reading of them, but they shall not affect the interpretation of their contents.

**24. Retrospective effect.**

The Supplier agrees that the work or services carried out by it during the execution of orders is subject, with retrospective effect and from the date in which they were performed and in their entirety, to the form, terms and conditions set forth in the CGCs herein.



**25. Applicable law and arbitration.**

25.1 The CGCs herein shall be governed and interpreted by Spanish Law.

25.2 It is the will of the parties to specifically waive the legal jurisdiction and to submit to arbitration any dispute, matter or incident that might arise between them with regard to these CGCs and to the Purchase Order. This arbitration shall take place at law and its administration shall be entrusted to the Arbitration Civil and Trade Court (CIMA) of Madrid, who's Statutes and Rules of Practice the signatories of this document declare to be familiar with. The cognizance and the resolution of the litigious matters shall be incumbent on a single arbitrator, who shall be designated from among the members of the Arbitration Civil and Trade Court through the agreement of the parties at the time the dispute arises or, if this is not achieved, by the President of the Court, in accordance with its Statutes, which are likewise known to the parties. It shall be understood that no agreement exists when at the end of a period of fifteen calendar days as of the summons of the one party to the other or others, an affirmative response does not come back from all of them. Both parties specifically place on the record their commitment to comply with the decision of the arbitrator that is dictated.

The Supplier acknowledges and agrees to this General Purchasing Terms.

**SUPPLIER:** \_\_\_\_\_

Signed: \_\_\_\_\_