



candam

GENERAL CONTRACTING TERMS AND CONDITIONS

These general terms and conditions (the "**General Terms and Conditions**") regulate and are applicable to all sales or temporary transfer of use of smart devices, containers and/or software (the "**Products**") and/or any installation, integration, development, maintenance and SaaS services (the "**Services**") of CANDAM TECHNOLOGIES, S.L. ("**Candam**") with registered office in Barcelona, calle Sant Adrià 66, Local 8, 08030, holder of Spanish Tax ID Number (NIF) B-66.947.367, registered in the Barcelona Trade and Companies Register in Volume 47055, Folio 122, Page B-499700 (collectively, the "**Products and/or Services**") and their purpose is to deal with the operational and economic aspects of the relationship between Candam and any natural or legal person who acquires, uses or receives the Products and/or Services (the "**Customer**"). For any questions related to the General Terms and Conditions, the Customer may contact Candam at the following email address: info@candam.eu. The Customer accepts the General Terms and Conditions by signing a Purchase Order (as this term is defined below) for Products and/or Services to Candam, having prior knowledge of its content, either because Candam has provided him with a copy of the same, or because the General Terms and Conditions are displayed on the website www.candam.eu. Orders for Products and/or Services will be governed by the General Terms and Conditions and, where applicable, will be supplemented by any specific terms and conditions that Candam and the Customer may agree upon. In the event of any conflict or contradiction between the General Terms and Conditions and the Customer's general terms and conditions, these General Terms and Conditions shall always prevail. In the event of a conflict between these General Terms and Conditions and any specific terms and conditions that Candam and the Customer have expressly accepted in writing, the specific terms and conditions shall prevail over the General Terms and Conditions in any conflicting clauses.

1. Purchase Order and Acceptance

1.1 The Customer is solely responsible for the selection of the Products and/or Services that it acquires, uses and/or receives, as well as for their intended use or function. Consequently, Candam is not responsible for, nor does it guarantee, that the Products and/or Services are suitable for achieving, in whole or in part, the objectives intended by the Customer when placing the order for the Products and/or Services.

1.2 The Customer shall indicate to Candam the Products and/or Services required and Candam shall send an offer in writing listing the Products and/or Services to be contracted by the Customer, which must be signed by the Customer (the "**Order Form**").

1.3 Once the Order Form has been signed by the Customer, it may only be cancelled by the Customer with the prior written consent of Candam, in which case Candam shall deduct from any amounts on account or deposit paid by the Customer all losses, costs, damages, charges and expenses incurred, directly or indirectly, as a result of such cancellation (the "**Losses**") and refund the remaining balance (if any) to the Customer. If the Losses exceed the amount of the amounts on account, the Customer will indemnify Candam for all Losses.

2. Delivery and acceptance

2.1 Candam will deliver the Products under FCA conditions (Incoterms 2020).

2.2 Candam may deliver the Products in several separate deliveries. Products to be delivered within a given period may be retained until all outstanding invoices for previous deliveries are fully paid.

2.3 If the Customer does not accept delivery of the Products in accordance with the agreed delivery plan or if Candam is unable to deliver the Products due to a lack of sufficient or clear delivery instructions from the Customer, the risk in the Products shall be deemed to have passed to the Customer and delivery shall have been made. In such circumstances, Candam may store or arrange for the storage of the Products and charge the Customer all costs and expenses (including insurance) incurred for this reason, and may also proceed to sell the Products after fifteen (15) calendar days from the failure to accept delivery and deduct any amount owed by the Customer and pay any excess.

2.4 The dispatch and delivery times will be counted from the acceptance of the Purchase Order and are merely indicative. The Customer shall not be entitled to any compensation for any delays in delivery. Candam's internal causes that entail a temporary stoppage, suspension or reduction in production entitle the Customer to extensions for a period equivalent to their duration, but they may not be invoked by the Customer as a reason for cancellation of the Purchase Order, except in cases of force majeure.

2.5 In the event that the Purchase Order should explicitly provide for the installation and configuration costs to be borne by Candam, the Customer undertakes to facilitate access to the Customer's premises for Candam personnel and to provide all necessary information for installation and configuration. In all other cases, installation and configuration shall be the responsibility of the Customer.

2.7 The Customer has a period of eight (8) calendar days from the date of delivery or installation and configuration (if carried out by Candam) of the Products and/or Services to notify Candam of its disagreement regarding the functionalities of the Products and/or Services in accordance with Candam's technical specifications. Once this period has elapsed, the Products and/or Services will be considered to have been accepted by the Customer. In the event of any disagreement on the part of the Customer regarding the Products and/or Services, Candam will use its best efforts to remedy the matter as quickly as possible. However, if the Customer should use the Products and/or Services before the end of said period, the Products and/or Services will be deemed to have been accepted on the date of such use and the trial period will be terminated.

2.8 Access to Candam SaaS services is granted under a limited, non-exclusive and non-transferable licence for the contracted period. Service interruptions due to technical reasons or force majeure will not provide entitlement to any compensation. The Customer is responsible for maintaining the security of its credentials and access.

3. Force Majeure

In the event of force majeure that hinders the manufacture or delivery of Products and/or Services, Candam shall have the right to delay them, and if the causes persist for more than one month, Candam shall be entitled to cancel the Purchase Order, with no obligation to provide compensation under any circumstances. Force majeure will include, among others, strikes, lack of transportation, factory accidents, fires, and, in general, any cause beyond Candam's control.

4. Price and payment

4.1 The price of the Products sold will be that specified in the Purchase Order and will not include VAT or any other applicable tax or surcharge, which will be paid in addition to the price at the time of issuing the corresponding invoice. All duties and taxes applicable to the Products and/or Services will be invoiced to the Customer in compliance with the regulations in force on the invoice date. The prices and information provided in Candam's catalogues, brochures and other commercial documentation are for information purposes only and may be modified in whole or in part by Candam.

4.2 The Customer must pay 50% of the price of the Products and/or Services upon receipt of the invoice issued by Candam. This payment will be necessary to start the manufacturing of the products covered by the Purchase Order. The remaining amount must be paid before the Purchase Order is delivered. Without prejudice to the foregoing, any recurring costs arising from the maintenance of the devices and software services will be billed annually and must be paid by the Customer in full upon receipt of the invoice issued by Candam.

4.3 The Customer will make payments in full, without any deduction, compensation, discount or reduction. All payments will be made in euros, unless otherwise agreed. Candam may apply any payment made by the Customer based on a Purchase Order to the payment of any outstanding invoice.

4.4 The agreed payment terms are essential and binding on the Customer. Overdue and unpaid invoices will accrue Candam's interest of 5% on the amount of the unpaid invoice, which will be calculated from the day following the default

of the requested Services until the corresponding payment has been made, all without prejudice to any other right, action or compensation that the law may provide in favour of Candam.

4.5 Disassembly and transport costs: costs arising from the disassembly, removal, transport, reinstallation and/or relocation of the Products will not be included in the price of the Products and must be borne by the Customer.

4.6 When the Products are installed on pre-existing infrastructure owned by the Customer (including waste containers, lids, supports or street furniture), the costs of replacing, adapting or repairing such infrastructure will be excluded from the price of the Products and the warranty. In the event that the disassembly or removal of the Products involves carrying out work on said infrastructure (replacing covers, installing trim, painting or other adjustments necessary to restore them to their original state or to an equivalent functional/aesthetic state), the costs arising from said work will be borne by the Customer.

5. Reward system

The Product reward system is a feature offered to the Customer for implementation under its own responsibility. Candam does not act as the provider of the rewards or as the legal party responsible for promotions or other associated gamification activities. The Customer shall be responsible for complying with applicable regulations regarding consumer protection, commercial promotions and taxation of rewards.

6. Warranty

6.1 Candam guarantees the quality and proper functioning of the Products and/or Services to serve their intended purposes for a period of one (1) year from the date of delivery. This warranty covers the following elements of electronic smart devices and containers: Main electronic modules, Integrated sorting sensors, Magnetic sensors, NFC reader (and its associated electronics), Internal device wiring (located inside the housing), Barcode scanner, Structural housing, moving parts and metal parts (only vis-à-vis manufacturing defects, not corrosion/vandalism), Embedded firmware/software (corrective updates to ensure operation according to initial specifications). This warranty will only come into effect when the payment terms have been met by the Customer.

6.2 The following are excluded from this warranty: (i) defects or damage to the Products resulting from acts of vandalism, tampering, repair or modification by unauthorised personnel, normal wear and tear, abnormal or negligent handling, handling contrary to the product's safety or technical standards, insufficient surveillance, and any other type of negligence on the part of the Customer; (ii) failures caused by the environment of the device and smart containers; (iii) defects and/or flaws caused by faulty handling and/or assembly or installation by the Customer or due to modifications or repairs carried out without following the instructions for use provided by Candam, where applicable; (iv) defects caused by materials, fluids, energy or services used by the Customer, or those caused by a design imposed by the Customer; (v) breakdowns caused by acts of God, force majeure (atmospheric or geological phenomena), accidents, or any other type of natural catastrophe; (vi) in the event that the product, software and SaaS services licensed by Candam are used in combination with other software not supplied by Candam; (vii) batteries; (viii) aesthetic elements (vinyls, paint, lettering); (ix) external wiring (exposed wiring visible from the outside); (x) third-party components integrated at the request of the customer; (xi) failure to follow installation, use and maintenance instructions provided by Candam; (xii) use of non-approved components or consumables; (xiii) damage due to misuse, negligence, vandalism or accident; (xiv) damage or defects resulting from preventing Candam from accessing preventative/corrective maintenance.

6.3 If any of the Products do not conform to the provisions of provision 6.1 above, Candam will decide, at its sole discretion, whether to repair, replace or refund the defective Products.

6.4 In the event of exclusion or cancellation of the warranty, the costs arising from any repair or replacement shall be borne exclusively by the Customer according to current rates.

7. Liability

7.1 Candam shall only be liable to the Customer for intent or gross negligence and only in relation to direct economic damages that the Customer may suffer.

7.2 Candam will not offer any warranty other than that specified in Provision 6 above, with all other warranties and liabilities provided for in applicable law being excluded entirely or to the maximum extent permitted by law.

7.3 Subject to provisions 7.1 and 7.2 above, Candam's total liability, whether contractual or extra-contractual (including gross negligence or breach of statutory duty), is limited to an amount equivalent to the amount of the Order causing the damage (excluding VAT).

7.4 Candam shall not be liable to the Customer for any indirect or consequential damages (whether due to loss of profits, loss of business, reduction of customers or for any other reason), costs, expenses, third party claims and other indirect compensation claims (however they have been caused) arising from or in connection with this contract.

8. Risk, ownership and retention of title of the Products purchased by the Customer

8.1 Even though the risk passes to the Customer upon delivery of the Products, ownership of the Products shall not be transferred to the Customer until Candam has received full payment of the corresponding invoice. Until ownership of the Products is transferred, the Customer will hold them on a fiduciary basis, acting as a custodian for Candam. The Customer has no right to demand any payment from Candam for such deposit.

8.2 Candam is entitled to claim payment for the Products, regardless of whether ownership of the Products has been transferred.

9. Use under a transfer of use regime of the Products

9.1 In the event that the Products have not been acquired by the Customer, but are delivered under a lease or mere transfer of use by the Customer, in no case may it be understood that their ownership has been transferred to the Customer. Consequently, in such cases, the Products shall be considered the exclusive property of Candam, even if they have been installed on the premises or within the Customer's area of control.

9.2 The Customer may not (i) sell, pledge, encumber, assign, sublicense, lease to third parties or otherwise dispose of the Products; (ii) manipulate, alter or modify the Products without Candam's express written authorisation; or (iii) prevent Candam from accessing the Products for maintenance, repair or removal.

9.3 The Customer shall safeguard the Products with the diligence of a good merchant and shall be liable to Candam for any loss, theft, damage or deterioration suffered by the Products due to causes attributable to the Customer or third parties under its responsibility.

9.4 Use of the Products is strictly linked to the use of the application/software provided by Candam. The Customer acknowledges that without such application, the Products lack full functionality and undertakes to use them only in accordance with the instructions and technical limitations established by Candam.

9.5 Upon termination of the contractual relationship with Candam, for any reason, the Customer shall be obliged to immediately return the Products to Candam, in their condition, except for normal wear and tear due to ordinary use. Failure to comply with this obligation entitles Candam to (i) directly remove the Products from the Customer's facilities, authorising the latter to access them for this purpose, and/or (ii) claim a penalty equivalent to the replacement price of the Products not returned, without prejudice to compensation for additional damages. Candam shall not be liable for any damages that may arise from improper or non-compliant use of the Products. The Customer shall be solely responsible for ensuring that the Products are used in compliance with applicable environmental, waste, safety and other regulations.

10. Intellectual property rights and know-how

The Customer acknowledges and accepts that all data, information expressed in any medium, results, creations, discoveries, procedures, inventions, know-how, methods, innovations and improvements obtained or developed within the framework of its contractual relationship with Candam, whether or not they are susceptible to protection under industrial and intellectual property regulations, shall belong solely and exclusively to Candam from the moment they are obtained and without the need for any additional agreement or act to recognise said ownership.

11. Confidentiality

The knowledge and other information transmitted by Candam to the Customer constitutes Candam's proprietary and confidential information, and its protection is of the utmost importance. The Customer must keep such information confidential and may not disclose it unless required to do so by any regulatory, inspection, or supervisory body or judicial body, or unless required by law,



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regulation, standard, ordinance, and/or any other legal mandate.

12. Applicable law and jurisdiction

These General Terms and Conditions shall be governed by and construed in accordance with Spanish law, excluding the Vienna Convention on the International Sale of Goods of 1980. Those contentious issues that cannot be resolved amicably within thirty (30) calendar days shall be within the exclusive jurisdiction of the Courts of Barcelona.

13. Protection of personal data

13.1 Candam Technologies, S.L., with registered address at C/Sant Adrià, 66, Local 8, 08030, Barcelona, and email address dpo@candam.eu, will be responsible for the processing of personal data provided by the Customer. The data will be processed for the purpose of managing the contractual, administrative, tax and support relationship with the Customer and its representatives, as well as, where applicable, for sending commercial communications related to Candam products or services. The legal basis is compliance with legal obligations arising from the General Terms and Conditions and the Purchase Order, the legitimate interest in maintaining relationships with professional contacts, and, where applicable, consent to receive electronic commercial communications.

13.2 The data will be retained for the duration of the contractual relationship and subsequently during the statutory limitation periods. The Customer may exercise their rights of access, rectification, erasure, objection, restriction of processing, and portability at any time by contacting dpo@candam.eu. Likewise, you have the right to file a complaint with the Spanish Data Protection Agency (www.aepd.es).

13.3 Electronic commercial communications will always include a simple and free unsubscribe mechanism, in accordance with the provisions of Article 21 of the LSSI. The foregoing does not apply to communications of a contractual, transactional or informative nature related to the performance of the contracted service. The data may be communicated to suppliers who provide services to Candam, with whom data processing contracts will be signed in accordance with Article 28 of the GDPR. Where any of these are located outside the European Economic Area, Candam will ensure an adequate level of protection by applying the Standard Contractual Clauses approved by the European Commission or, where appropriate, current adaptation decisions.

13.4 In the event that Candam should process data of third parties (end users, citizens, employees or other data subjects) on behalf of and for the account of the Customer, Candam will act as the data processor. In such a case, a data processor contract will be signed in accordance with Article 28 of the GDPR, which will regulate the specific terms and conditions, warranties and obligations of said processing.

Additional, detailed information on data protection can be found in the Privacy Policy available on the website. The Customer undertakes to provide truthful, accurate and up-to-date data, and to report any relevant changes. Likewise, when the Customer provides data relating to third parties (representatives, contacts, end users), it warrants that it has the necessary legal bases and has complied with its information obligations under the GDPR. Additional and detailed information on data protection can be found in the Privacy Policy available at <https://candam.eu/privacy-policy>. This clause regulates the processing of data in the commercial relationship with the Customer. RecySmart's processing of end-user data is governed by the specific policy at <https://recysmart.eu/legal/privacy-policy>.