

General Terms and Conditions for Suppliers of Goods and Services

EIT KIC Urban Mobility, S.L.U.
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B-67513630

1. PURPOSE AND SCOPE OF APPLICATION

1.1. These General Terms and Conditions (hereinafter, the "Terms") govern the commercial relations between EIT KIC Urban Mobility, S.L.U. (hereinafter, "EIT Urban Mobility") and its suppliers of goods and/or services (hereinafter, the "Supplier").

1.2. These Terms shall apply to all orders, contracts and commissions placed by EIT Urban Mobility with the Supplier for a value below 5,000 euros (VAT excluded), unless otherwise agreed in writing by both parties.

1.3. Acceptance of an order by the Supplier implies full acceptance of these Terms, with the Supplier expressly waiving its own general terms and conditions.

2. ORDERS AND FORMATION OF THE CONTRACT

2.1. Orders must be placed either in writing, by means of a purchase order, email or any other method oral or written.

2.2. The contract shall be deemed concluded when the Supplier confirms acceptance of the order, either expressly or by commencing performance thereof.

2.3. Any modification to the order must be agreed in writing by both parties in order to take effect.

3. DELIVERY OF GOODS AND PROVISION OF SERVICES

3.1. The Supplier must deliver the goods or provide the services within the timeframes, at the location and under the conditions agreed in the relevant order.

3.2. Failure to meet delivery deadlines may result in the cancellation of the order or a claim for compensation for any damages caused, without prejudice to any penalties that may have been agreed.

3.3. The goods must be delivered properly packaged and labelled, accompanied by the required technical and legal documentation.

3.4. EIT Urban Mobility reserves the right to reject partial deliveries unless expressly agreed in advance.

4. PROPER IMPLEMENTATION

4.1. The goods and services supplied must comply with the agreed technical specifications, applicable regulations in force and the quality standards required in the sector.

4.2. EIT Urban Mobility shall have a period of 30 days from receipt to verify the conformity of the goods or services delivered.

4.3. Should any defects or non-conformities be detected, the Supplier must, at EIT Urban Mobility's discretion, proceed with replacement, repair or a refund of the corresponding price, within a maximum period of 15 days.

5. PRICE AND TERMS OF PAYMENT

5.1. The applicable prices shall be those agreed upon in each order and shall be deemed fixed and non-negotiable, unless otherwise agreed in writing.

5.2. Prices include all costs associated with delivery (transport, packaging, insurance), unless expressly stated otherwise in the order.

5.3. Payment shall be made within 30 days of the date of receipt of the correctly issued invoice, by bank transfer, unless otherwise agreed.

5.4. The invoice must comply with all legal requirements under current tax regulations and include the relevant order number.

5.5. EIT Urban Mobility may set off any amount owed to the Supplier against any amounts owed by the Supplier to EIT Urban Mobility for any reason.

6. WARRANTIES

6.1. The Supplier warrants that the goods and services supplied are its property or that it holds the necessary authorisations for their sale, and that they are free from any charges, encumbrances or third-party rights.

6.2. The Supplier grants a minimum warranty of 12 months on the goods supplied, commencing from the date of delivery or commissioning, whichever is later.

6.3. The Supplier shall be liable to EIT Urban Mobility for any damages arising from a breach of the warranties set out herein.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

7.1. The Supplier warrants that the goods and services supplied do not infringe the intellectual or industrial property rights of third parties, and undertakes to indemnify EIT Urban Mobility against any claim that may arise from such circumstances.

7.2. The materials, designs, specifications or other elements provided by EIT Urban Mobility to the Supplier shall remain the exclusive property of EIT Urban Mobility and may not be used for purposes other than the fulfilment of the order.

8. CONFIDENTIALITY

8.1. The Supplier undertakes to maintain in strict confidence all information received from EIT Urban Mobility in the course of the commercial relationship, including technical, commercial, financial or any other data.

8.2. This confidentiality obligation shall remain in force for a period of 3 years following the termination of the commercial relationship, unless the information is in the public domain.

8.3. The Supplier may not transfer or disclose such information to third parties without the prior written consent of EIT Urban Mobility.

9. DATA PROTECTION

9.1. In the event that the Supplier processes personal data on behalf of EIT Urban Mobility, both parties shall enter into the relevant data processing agreement, in accordance with Regulation (EU) 2016/679 (GDPR) and applicable national data protection legislation.

9.2. The Supplier undertakes to comply with all applicable data protection regulations and to adopt appropriate security measures.

10. CONFLICT OF INTEREST

10.1. The Supplier warrants that, to the best of its knowledge, there is no situation that could constitute or give rise to a conflict of interest in connection with the performance of the contract. A conflict of interest exists where the impartial and objective performance of the contract is compromised for reasons relating to family, emotional, political or national ties, economic interest or any other shared interest with EIT Urban Mobility, its staff or any third party involved in the performance of the contract.

10.2. The Supplier undertakes to take all necessary measures to prevent any situation that could give rise to a conflict of interest and to notify EIT Urban Mobility immediately and in writing should such a situation arise or be likely to arise.

10.3. EIT Urban Mobility reserves the right to verify compliance with this clause and to take appropriate measures, including termination of the contract, in the event of a confirmed or undisclosed conflict of interest.

11. ETHICS AND INTEGRITY

11.1. The Supplier undertakes to conduct its business activities in accordance with the highest standards of ethics, integrity and professional conduct, and to comply with all EU, international and national applicable laws and regulations, including those relating to anti-bribery, anti-corruption, anti-money laundering, fair competition and human rights. The Supplier undertakes to abide by the EIT Urban Mobility's Code of Conduct and Conflict of Interest Policy.

11.2. The Supplier must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

11.3. The Supplier undertakes to notify EIT Urban Mobility immediately of any actual or suspected breach of this clause. EIT Urban Mobility may terminate the contract with immediate effect in the event of a confirmed breach of this clause.

12. VISIBILITY OBLIGATIONS

12.1. The Supplier acknowledges that EIT Urban Mobility may be subject to visibility and communication obligations in connection with the activities to which the supply relates, including obligations arising from public funding or grant agreements.

12.2. The Supplier undertakes to display EIT Urban Mobility's logo in a prominent and clearly visible manner in any dissemination, communication or promotional action related to the work carried out under the contract, including but not limited to publications, presentations, websites, social media posts, press releases, reports and any other public-facing materials.

12.3. The use of EIT Urban Mobility's logo shall comply with EIT Urban Mobility's applicable branding and visual identity guidelines, which shall be provided to the Supplier upon request.

12.4. The Supplier shall obtain the prior written approval of EIT Urban Mobility before publishing or disseminating any materials in which EIT Urban Mobility's logo or name is used.

12.5. Any breach of this clause may result in the suspension of the relevant dissemination activity and, if not remedied promptly, may give rise to a right of termination in favour of EIT Urban Mobility.

13. INFORMATION OBLIGATIONS

13.1. The Supplier must provide — during the performance of the supply or afterwards — any information requested by EIT Urban Mobility in order to verify the eligibility of the costs or contributions declared, the proper implementation of the supply and compliance with the other obligations under these terms or any applicable agreement.

13.2. The information provided must be accurate, precise and complete and supplied in the format requested by EIT Urban Mobility, including electronic format where so required.

13.3. The Supplier shall cooperate fully and promptly with any audit, review or monitoring exercise carried out by EIT Urban Mobility or by any authorised third party, and shall grant access to all relevant documents, records and premises as required for such purposes.

14. RECORD-KEEPING

14.1. The Supplier shall keep complete, accurate and up-to-date records of all activities, transactions, costs and documents relating to the supply performed under each order (hereinafter, "Records").

14.2. Records shall be retained for a minimum period of 5 years from the date of the last payment made under the relevant order, or for such longer period as may be required by applicable law or by any applicable grant or funding agreement.

14.3. Records must be maintained in a manner that allows them to be readily accessible, retrievable and verifiable, including in electronic format where applicable.

14.4. EIT Urban Mobility, or any duly authorised representative or auditor, shall have the right to access, inspect and copy the Records at any time upon reasonable notice. The Supplier shall provide all necessary assistance to facilitate such access.

14.5. Failure to maintain adequate Records or to grant access as required under this clause shall be considered a material breach of the contract.

15. LIABILITY

15.1. The Supplier shall be liable to EIT Urban Mobility for direct damages arising from a breach of its contractual obligations.

15.2. Under no circumstances shall EIT Urban Mobility be liable for indirect damages, loss of profit or loss of business suffered by the Supplier.

15.3. EIT Urban Mobility's total liability arising from each order shall be limited to the total amount of that order.

16. TERMINATION OF THE CONTRACT

16.1. EIT Urban Mobility may terminate the contract or any order, with immediate effect and without prior notice, in the following circumstances:

- a) Serious or repeated breach of the Supplier's obligations.
- b) Insolvency proceedings, insolvency or a similar situation affecting the Supplier.
- c) Assignment of the contract without EIT Urban Mobility's consent.
- d) Breach of regulations regarding compliance, business ethics or human rights.
- e) Confirmed conflict of interest or breach of the ethics and integrity clause.
- f) Failure to comply with visibility or record-keeping obligations.

16.2. Termination shall not relieve the Supplier of liability for damages caused up to the date of termination.

17. SUBCONTRACTING

17.1. The Supplier may subcontract the performance of the order, in whole or in part. Nevertheless, it shall ensure that the subcontractor complies with all requirements set forth in these terms.

17.2. In the event of subcontracting, the Supplier shall remain solely liable to EIT Urban Mobility for the fulfilment of all obligations arising from the order.

18. FORCE MAJEURE

18.1. Neither party shall be liable for any failure to fulfil its obligations where such failure is the result of an event of force majeure, understood as an unforeseeable, unavoidable event beyond the control of the parties.

18.2. The affected party must notify the other party of the existence of the force majeure event as soon as possible. If the situation continues for more than [60] days, either party may terminate the contract without entitlement to compensation.

19. ASSIGNMENT

19.1. The Supplier may not assign, in whole or in part, the rights and obligations arising from the contract without the prior written consent of EIT Urban Mobility.

19.2. EIT Urban Mobility may assign the contract to any company within its group without the need for the Supplier's consent, subject to prior notification.

20. GOVERNING LAW AND JURISDICTION

20.1. These Terms shall be governed by and construed in accordance with Spanish law.

20.2. For the resolution of any dispute arising from these Terms, the parties submit, expressly waiving any other jurisdiction to which they may be entitled, to the jurisdiction of the Courts and Tribunals of Barcelona.

21. GENERAL PROVISIONS

21.1. If any provision of these Terms is declared null and void or unenforceable, the remaining provisions shall remain in force.

21.2. The waiver by either party of the exercise of a right shall not imply a waiver of that right in the future.

21.3. These Terms constitute the entire agreement between the parties in relation to their subject matter, superseding any prior agreement or negotiation.