

GENERAL PURCHASING CONDITIONS FOR GOODS/EQUIPMENT

1. OBJECT OF GENERAL CONDITIONS

The purpose of these General Conditions is to regulate the terms and conditions for supply of goods/equipment (hereinafter, the **Goods**) that are specified in the corresponding order and its respective annexes).

The supplier of the Goods (hereinafter, the **Supplier**) undertakes to supply the Goods according to the order with the greatest degree of diligence and in strict compliance with the relevant quality standards, ensuring the good image of UBE Corporation Europe, S.A.U. (hereinafter, **UCE**).

None of the conditions laid down in the General Conditions may be modified except if they are accepted by UCE in writing.

The Supplier's general conditions of sale, if any, or any amendment proposal from the Supplier in connection with the General Conditions shall not apply, even in the case where it has not been expressly rejected by UCE.

2. NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, only subject to the reasonable instructions and guidelines given by UCE in relation to the Goods supplied and neither the Supplier nor any of its employees or subcontractors shall have the express or implicit right or authority to assume or create any obligation or liability for or on behalf of UCE nor to link to it in any way.

3. ACCEPTANCE OF THE ORDER

The acceptance of the order shall be made by express confirmation of it by the parties

No clause of this Order shall limit or exclude any guarantee or obligation that by law the Supplier must comply with.

In the event of the supplier's failure to comply with the terms and conditions of the order, UCE reserves the right to cancel it, without prejudice to any other action that it deems appropriate in defence of its interests.

4. IDENTIFICATION OF THE GOODS

The Goods subject of the order shall be correctly identified, stamped or marked indelibly with the design or manufacturing code, or with UCE's material number, which is contained on each item of this order, to be able to carry out the entry into UCE's store.

This condition shall be essential to accept the Goods.

All correspondence, documentation, package or unit related to this order, should make reference to its number, and if this requirement is not met UCE may proceed to its return or retention.

5. QUALITY CONTROL AND TESTING CERTIFICATES

The Goods subject of the order, must be supplied with the corresponding certificates for quality control of materials and tests that they have been submitted to, complying under all circumstances with Spanish legislation as well as with the legislation of the Supplier's country of origin.

6. PRICES

The prices are to be understood as fixed, with no type of review being allowed, unless this is explicitly stated in the order.

There shall be no charge for packaging, transport, haulage, transport insurance and similar, unless this is expressly indicated in the text of the order.

The terms and conditions of the order shall be governed according to the INCOTERMS published by the International Chamber of Commerce (last version).

7. DELIVERY

The goods shall be delivered in the time, place and conditions specified in the order, during business hours. The delivery must be made under the transport terms specified in the order.

If UCE cannot take charge of the Goods delivered on time for any reason, the Supplier shall take all necessary measures to store them and take reasonable care to prevent any damage to them.

The delivery times indicated in the order must be strictly observed by the Supplier

The Supplier shall immediately inform UCE of any incident that could lead to a delay in delivery, as well as of all the measures introduced by the Supplier to minimise the impact of this incident.

UCE shall have the right to inspect the Supplier's premises on reasonable terms, to inspect compliance with the deadlines for the delivery, as well as the quality of the Goods.

In the case of breach of any of the deadlines, UCE, reserves the right to cancel all or part of the order, or to return all or part of the materials, if any had been received after the due date, without this meaning any cost to UCE.

Without prejudice to the foregoing regarding compensation for damages and of what is established in the previous paragraph, if specified explicitly, the Supplier must accept the penalties for failure to comply with the time of delivery that are applied.

8. RECEPTION OF THE MATERIAL

All shipments must be made in the form indicated in this order.

Unless otherwise indicated, all materials shall be sent to UCE, Warehouse, Polígono El Serrallo, S/N 12,100 Grao-Castellon, where the delivery and reception shall take place.

Unless specified to the contrary in the text of the order, the transfer of ownership is considered to coincide with the fact of the reception, with the Supplier being liable for all the risks until the valid reception by UCE. All this is without prejudice to any buyer's right to reject or return the goods in accordance with this contract.

For reception of the goods by UCE, will be necessary to shown packing slip or delivery note listing the order and reference number of UCE, as well as the corresponding Certificates.

All materials must be exactly the quality specified in this order. In the event that the Supplier has any doubt about it, or the specification is unclear or incomplete, the Supplier shall request the clarification as deemed necessary.

UCE reserves the right to inspect and test the materials included in this order, without exempting the Supplier of their liability for defects not detected.

All materials rejected for not having the proper quality or for being for different amounts to those set out in the order, shall be returned to the Supplier with the latter bearing all costs incurred by the return. The rejection of a material can lead to the complete or partial cancellation of the order.

9. SPECIFICATIONS AND GUARANTEE

The Supplier guarantees that the Goods are suitable for the purpose for which they are meant and shall conform in all points with the models, specifications, statements and other features which have been agreed or offered by the Supplier. The Goods shall be manufactured with appropriate materials and without defects of any kind, the Supplier also ensuring the correct implementation and design, which must correspond entirely with the samples or models supplied or accepted by UCE. The conformance obligation extends, if applicable, to the correct installation of the Goods, as the case may be.

The Goods must pass the acceptance tests as stipulated in the order and until a reasonable period of use has elapsed.

The Rejected goods must be repaired or replaced, at the choice of UCE and without costs for the latter. Alternatively, UCE may terminate the order, either with partial effect for the non-conforming goods, or extend to the rest of the order and in this case at the expense of the Supplier

The signature of UCE on the packing slip or delivery note shall only prove the number of packages received. It shall not be presumed by the signature that the Goods have been delivered in accordance with the quality required by the order and the minimum amount.

Without prejudice to any extended guarantee period established by the applicable legislation, all Goods shall be guaranteed by the Supplier against defects for a period of one (1) year from being put into service at the request of UCE, the Supplier shall repair or replace, without any charge to UCE, the material that is seen to be defective during this period.

If the Supplier does not proceed with the repair or replacement of the defective material within a reasonable period of time, UCE may take the necessary measures for this, with the Supplier being liable for all the expenses which may be incurred.

10. CONDITIONS OF PAYMENT, INVOICING AND TAXES

Payment shall be made by confirming, at 60 days from the date of the invoice, issued from the date of delivery of the Goods.

Invoices shall be sent in an original to UCE's address, Accounting Section, Apartado 118, 12080 Castellón.

Invoices shall indicate the order number, number and date of the invoice and the date of delivery of the material. UCE may require at any time, the original receipts of the delivery of the goods of this order.

In addition, for the purpose of the VAT they shall include: name and surname or company name, Tax Id/Corporate Id (N.I.F./C.I.F.) and address, both of the Supplier and of UCE, place of issue, taxable bases, rates and fees of VAT and total value of the invoice.

If the invoices do not comply with the requirements set forth in this clause they shall not be payable by UCE.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier guarantees that neither the purchase nor use of the Goods infringes any intellectual or industrial property rights of third parties.

The Supplier shall indemnify the buyer against all claims, costs, and/or damage suffered by the buyer as a result of a breach

The Supplier undertakes to maintain free from liability and compensate UCE from any and all claims, disputes, losses, costs, damages and liabilities resulting from actual or alleged violation of this class, and, at the option of UCE, shall defend, or shall assist the Supplier in this, before any procedure filed for this purpose.

12. LIABILITIES

The Supplier, when accepting the order, agrees to indemnify and avoid that UCE has any claims, damages or liabilities that may arise due to the defect of the Goods supplied by the Supplier.

The Supplier undertakes to subscribe to the insurance required to cover the risk referred to in the previous paragraph, and shall, at the request of UCE, provide a copy of the relevant policies.

13. INSTRUMENTS AND MOULDS

The Supplier shall be liable for all instruments, components, materials or moulds supplied by UCE to the Supplier for the execution of the order once they have left the facilities of UCE, but remain the property of UCE. UCE shall have the right to inspect the Supplier's premises under reasonable terms, to inspect such goods. These instruments shall not be used by the Supplier except for the purposes specified, and must be maintained in good condition, and returned to UCE with just simple request by UCE or, failing that, when the contract is executed.

14. ASSIGNMENT AND SUBCONTRACTING

The Supplier may not assign all or part of this order, nor subcontract its production, except with the written authorisation of the buyer

15. CONFIDENTIALITY

The Supplier undertakes to keep confidential the terms and conditions of the order, as well as all the information obtained as a result of it. Any communication to third parties of information of a confidential nature, even when such information is to be provided in compliance with any regulations or at the request of any authority, must be agreed upon in advance by both parties.

The Supplier shall answer to UCE for the fulfilment of this obligation by the managers, employees, consultants, and other people linked to this party.

The obligations under this provision shall remain in force even after the order has been completed.

16. FORCE MAJEURE

The parties shall not be liable for any loss, damage, delay or failure caused by unforeseeable causes beyond its control.

The party claiming the force majeure shall communicate as soon as possible to the other party the force majeure to which it is subject to, pledging to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the compliance of their obligations to this situation.

17. TERMINATION

UCE may terminate this contract, in whole or in part, if the Goods are not in accordance with the points demanded under this order. UCE may in such a case carry out a coverage contract to provide equivalent goods by a third party, and the Supplier shall be responsible for the additional costs that this would entail to the buyer, even the higher price.

18. CANCELLATION OF THE ORDER

UCE may, at any moment, exercise the right to cancel this order by giving notice in writing to the Supplier, 10 days in advance. On receipt of this notice, the Supplier shall immediately cancel its orders for materials, auxiliary facilities and supplies related to this order and, in future, the Supplier shall only carry out what is necessary to preserve and protect the work already done, in the view of UCE. The Supplier shall take immediate possession of that part of the work already undertaken, as well as how many materials are stockpiled for the works that are already on the construction site. In the event of cancellation, UCE shall pay the Supplier, regardless of the payments that correspond to work already carried out, in the form of losses and damages, the amount of the direct costs, which, as a result of the termination of the order, have inevitably arisen for the Supplier, with the latter being liable to provide the burden of proof, both with respect to the existence and the nature of the damages arising. The Supplier assumes the obligation to minimise these costs.

19. TAXES

Taxes, rates, duties, fees, etc., that may arise due to this order, as well as their application and development, shall be paid by the Supplier, with the exception of VAT, which shall be passed on in the invoices, in accordance with the legislation in force.

20. JURISDICTION AND APPLICABLE LAW

These General Conditions are governed by and interpreted in accordance with the laws of Spain

Any dispute that may arise from any breach of these General Terms and Conditions shall be submitted to the Courts and Tribunals of the city of Castellón, with waiver of any other jurisdiction.