

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF RAW MATERIALS

1. PURPOSE

The purpose of these general terms and conditions (hereinafter, the "**General Terms and Conditions**") is to regulate the terms and conditions of the supply of raw materials (hereinafter, **the "Raw Materials"**) specified in the corresponding order and its respective annexes, as well as in the particular terms and conditions that, if applicable, are reflected in the order.

The supplier of the Raw Materials (hereinafter, the "**Supplier**") undertakes to carry out the supplies indicated in the corresponding orders, in accordance with the terms and conditions established in the order and with the highest degree of diligence and in strict compliance with the corresponding quality standards, ensuring the good image of UBE Corporation Europe, S.A.U. (hereinafter, "**UCE**").).

None of the terms and conditions set forth in these General Terms and Conditions may be amended unless previously accepted by UCE in writing.

The Supplier's general terms and conditions of sale, if any, or any proposed amendment by the Supplier in relation to these General Terms and Conditions shall not be applicable, even if they have not been expressly rejected by UCE. These General Terms and Conditions, the order and any particular terms and conditions that may be agreed between the parties constitute the contractual agreement that shall govern the relationship between UCE and the Supplier. In case of dispute, the following order of priority shall apply among the documents mentioned above: (i) contract or order; (ii) particular terms and conditions; and (iii) General Terms and Conditions.

These General Terms and Conditions are available at <https://ube.es/es/descargas/> and are made available to the Supplier for review and consultation at the time the order is submitted. Upon acceptance of the order and of the particular terms and conditions set forth therein, the Supplier also accepts these General Terms and Conditions. In any case, if one week after the order has been sent by UCE, the Supplier does not expressly state its disagreement or opposition to these General Terms and Conditions, they shall be deemed to have been accepted, without prejudice to the lack of formal acceptance of the order.

2. NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, subject only to the reasonable instructions and directions given by UCE in relation to the Raw Materials supplied and neither the Supplier nor any of its employees or, as the case may be, subcontractors shall have any express or implied right or authority to assume or create any obligation or liability in the name or on behalf of or in any way bind UCE.

3. ACCEPTANCE OF THE ORDER

Unless otherwise stated in the order, the order shall be deemed accepted if there is no reasonable objection within 5 business days from the date of issue of the order.

Nothing in these General Terms and Conditions or in the terms and conditions set forth in the order shall limit or exclude any other guarantee or obligation that the Supplier is required to fulfil by law.

In the event of non-compliance by the Supplier with the terms and conditions set forth in the order or these General Terms and Conditions, UCE reserves the right to cancel the order, subject to prior notice to the Supplier, without prejudice to any other action it deems appropriate in defence of its interests.

IDENTIFICATION OF THE RAW MATERIALS

The Raw Materials supplied must indicate the reference number of the order, as well as the other data and information expressly established in the corresponding order.

5. QUALITY CONTROL AND TESTING CERTIFICATES.

The Raw Materials to be supplied shall be accompanied by the corresponding certificates of analysis (CoA) for each batch delivered in accordance with the previously agreed specifications. Additionally, at UCE's discretion, the Raw Materials shall be analysed by UCE's quality control department.

In the event that such analysis is negative, the order may be unilaterally rejected by UCE. In any case, the Raw Materials shall comply with and conform to the specifications previously submitted by the Supplier to UCE at the time of initiating their commercial relationship. In the event that the Raw Materials do not comply with such specifications, UCE may unilaterally reject the order. The rejection of orders for the reasons indicated in this Clause shall be without prejudice to the compensation for losses and damages that such non-compliance may cause UCE and the Supplier must assume all costs accrued as a result of UCE rejecting the order.

The performance of analyses and tests by UCE on the Raw Materials does not exempt the Supplier from liability for any defect in the quality or quantity that UCE detects at the time of subsequent checks under the terms set forth in these General Terms and Conditions.

The Raw Materials supplied must in all cases comply with the applicable Spanish and European Union legislation.

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 latest INCOTERMS published by the International Chamber of Commerce.

7. DELIVERY

The Supplier shall deliver the Raw Materials at the time, place and conditions specified in the order, at the unloading time duly authorised by UCE. The delivery must be made under the transport terms specified in the order. The Supplier is aware and accepts that the deadlines indicated in the order are essential for the proper fulfilment of the supply of the Raw Materials and, therefore, shall be strictly observed by the Supplier.

If UCE is for any reason unable to take delivery of the Raw Materials delivered on time, it shall agree with the Supplier the necessary measures to store them and take reasonable care of them so that they are not damaged until they can be received by UCE.

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 facilities on reasonable terms, to inspect compliance with delivery schedules, as well as the quality of the Raw Materials.

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. Likewise, UCE reserves the right to claim from the Supplier the difference between the price agreed between the Supplier and UCE and the price that UCE must finally pay to other suppliers to which it must resort for the supply of the Raw Materials not supplied by the Supplier, despite the acceptance of the order.

All of the foregoing is without prejudice to UCE's right to take any action it may be entitled to under applicable law to obtain the corresponding compensation for damages, not in lieu of the payment of penalties for failure to comply with the delivery date that may be applied to the Supplier in accordance with the provisions of the order.

RECEPTION OF THE RAW MATERIALS

All shipments must be made in the manner indicated on the order.

Unless another address is specifically indicated in the order, all deliveries shall be sent to UCE, Polígono El Serrallo, S/N 12.100 Grao-Castellón, where the delivery and reception shall take place.

If nothing to the contrary is specified in the text of the order or in the agreed INCOTERM, the transfer of ownership is deemed to coincide with the fact of reception, with all risks being borne by the Supplier until valid reception by UCE. This is without prejudice to any right of UCE to reject or return the Raw Materials in accordance with these General Conditions and the applicable regulations.

For the reception of the Raw Materials by UCE, it shall be essential that the Supplier observes the instructions indicated in Clause 4 above of these General Terms and Conditions.

All materials shall be of exactly the quality specified in the order and in the specifications provided by the Supplier at the time of establishing the business relationship with UCE. In case the Supplier has any queries about the order, or the specification contained in the order is unclear or incomplete, the Supplier shall request the clarifications it deems necessary.

UCE reserves the right to inspect and check the materials included in the order, without this exempting the Supplier from its liability for undetected defects.

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. Rejection of a material may result in total or partial cancellation of the order by UCE.

9. SPECIFICATIONS, QUALITY and GUARANTEE

The Supplier guarantees that the Raw Materials shall conform to the specifications, qualities, declarations and other characteristics that have been agreed or offered by the Supplier to UCE, both at the time of initiating the commercial relationship, and at the time of responding to the request for offer sent by UCE, in accordance with the conditions of the order that bind it. The Raw Materials must be produced in accordance with appropriate procedures and methods.

The Raw Materials must pass the acceptance tests as stipulated in the order and within the deadlines established for this purpose.

Rejected Raw Materials must be replaced at no cost to UCE. Alternatively, once UCE identifies any non-compliance in the specifications, qualities and/or quantity of the Raw Materials, UCE may, unilaterally, terminate the order, either partially by referring to the non-compliant Raw Materials, or extending it to the rest of the order and in this case at the Supplier's expense, prior notification to the Supplier for mere record and information.

UCE's signature on the delivery note shall only prove that the Raw Materials have been received. It shall not be presumed by UCE's signature that the Raw Materials have been delivered in conformity, with the quality required by the order and the minimum quantity.

Without prejudice to any longer guarantee period established by applicable regulations or expressly agreed in the order, all the Raw Materials shall be guaranteed by Supplier against all defects for a period of one (1) year from the date of supply, or as indicated in the order. The parties shall take into account the nature of the Raw Material supplied for the purpose of grading as indicated in the order. At UCE's request, during the guarantee period, the Supplier shall replace any Raw Materials found to be defective, at no cost to UCE.

In the event that the supplier has to access UCE's facilities to replace the Raw Materials covered by this order, the supplier must comply with all the documentation/requirements demanded by UCE through the CTAIMA platform.

If the Supplier does not replace the defective material within a reasonable period of time, UCE may take the necessary measures for this, passing on all the costs incurred to the Supplier, including passing on those costs incurred for the purchase of the defective Raw Materials from third parties.

The marketing of any chemical product must be carried out in compliance with REACH, Regulation 1907/2006/EC. This regulation requires communication in the supply chain and non-compliance can lead to serious penalties.

It is therefore mandatory for the Supplier to provide us, on their first supply and in case of any change, with the following documentation concerning the products - substances, mixtures and/or articles - that they supply to us, as set out in the REACH Regulation and especially in accordance with the obligations described in Articles 7, 31, 32, 33, 57 and 59 thereof:

- Safety data sheet updated according to REACH.
- Written communication, preferably a signed, stamped certificate, indicating that the product has been pre-registered or registered, as applicable. It is a good idea to include the pre-registration number for each substance and it is mandatory to include the registration number of each substance in case this has been done.
- Written communication, preferably a signed, stamped certificate, of the intention to register under REACH.

- Signed, stamped certificate stating that the products you supply to us do not contain SVHC (Substances of Very High Concern) or, if not, the communication to ECHA that these substances have been notified.
- Signed, stamped certificate stating that the packaging of the products you supply to us does not contain SVHC (Substances of Very High Concern) or, if not, the communication to ECHA that these substances have been notified.
- Written communication of the data of any authorisation or restriction.

10.- CONDITIONS OF PAYMENT, INVOICING AND TAXES

Payment shall be made by confirming, according to the payment conditions previously agreed in the order. The Supplier shall send invoices by e-mail to the following email: administracion@ube.com.

Invoices must indicate the order number, invoice number, invoice date and delivery date of the Raw Materials. UCE may at any time require original proof of delivery of the Raw Materials covered by these General Terms and Conditions, as specified in the 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.

Invoices cannot be paid by UCE unless they comply with the requirements set out in this clause.

11.- INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier guarantees that neither the purchase nor the use of the Raw Materials and/or any component that integrates them, infringes industrial or intellectual property rights of third parties. Therefore, the Supplier shall hold UCE harmless from any and all claims, costs, and/or damages that UCE may suffer as a result of any claims for infringement of third party rights in this regard.

In this regard, the Supplier agrees to hold harmless and compensate UCE from and against any and all claims, lawsuits, losses, costs, damages suffered and liabilities resulting from the actual or alleged breach of this class, and shall, at UCE's choice, take over the defence, or assist the Supplier in the defence, before any proceedings initiated due to this.

UCE is the owner of the trademarks, distinctive signs and other intangible assets used in the course of business or in the exercise of its commercial activity, which may not be used by the Supplier under any circumstances, unless expressly authorised by UCE.

12. LIABILITIES AND INSURANCE

Without prejudice to the liabilities specifically assumed by the Supplier in these General Terms and Conditions and in the order, the Supplier understands that by accepting the order, it undertakes to compensate and hold UCE harmless from any claims, damages or liabilities, which may arise due to defects in the Raw Materials supplied by the Supplier.

The Supplier undertakes to take out the insurance policies, as specified in the particular terms and conditions of the order, which UCE considers necessary to cover the risks referred to in the preceding paragraph, and shall, at UCE's request, provide it with a copy of the corresponding policies.

13. INSTRUMENTS AND MOULDS

All instruments, components, materials or moulds, drawings, documentation, instructions, supplied by UCE to the Supplier for the performance of the purpose of the contractual relationship existing between UCE and the Supplier for the execution of the order shall be borne by the Supplier as soon as they have left UCE's premises, but shall 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 specified purposes, and shall be kept in good condition, and shall be returned to UCE upon simple request of the latter or, failing this, when the contract is terminated.

14. ASSIGNMENT AND SUBCONTRACTING

The Supplier may not assign all or part of its contractual position with UCE, nor subcontract its production, except with the prior written consent of UCE.

15. CONFIDENTIALITY

The Supplier undertakes to keep confidential the terms and conditions of the order, as well as all the information provided by UCE to the Supplier within the framework of the commercial relationship maintained by the parties, including the points set forth in Clause 13 above, provided that they are not in the public domain. The Supplier shall transfer this obligation to the managers, employees, advisors and other related persons who must have access to this confidential information in order to comply with the obligations arising from the contractual relationship between the Supplier and UCE. In any case, the Supplier shall be liable to UCE for the compliance with this obligation by the managers, employees, advisors and other persons related to said party, compensating UCE for any damages that such exemption may cause to UCE.

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.

Upon completion of the order, the Supplier shall return to UCE all material provided by the latter, as well as all copies made, except for a copy of confidential information that the recipient may retain in its legal files.

The obligations under this provision shall survive the termination of the order until such time as such information otherwise lawfully enters the public domain..

16. FORCE MAJEURE

The term force majeure, as used in these General Terms and Conditions, shall mean any event, accidental or otherwise, beyond the control of the parties, including, without limitation, acts of government or sovereignty, war (whether declared or not) or national emergency or defence needs, riots, insurrection, civil commotion, strikes, lack of transport, factory accidents, sabotage or other disturbances, fire, explosion, flood, epidemics, acts of God or any other cause and, in general, any other circumstance or situation, which is reasonably beyond the control of the party asserting it.

The parties shall not be liable for total or partial failures or delays in the performance of the supplies, if such failures or delays are due to force majeure. The party claiming the force majeure must communicate to the other party the force majeure to which it is subject to as soon as possible, 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. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle UCE to terminate the order without incurring any compensation obligation in favour of the Supplier.

17. TERMINATION

Without prejudice to the other grounds for termination set forth in these General Terms and Conditions and/or in the order, UCE may terminate the contract, in whole or in part, if the Raw Materials do not fully comply with the requirements of the order and these General Terms and Conditions. UCE may in such a case enter into a coverage contract to obtain equivalent goods from a third party and the Supplier shall be liable for any additional costs incurred by UCE, including the higher price. The contractual relationship shall be terminated as of right by the mere extrajudicial notification made by UCE to the Supplier to that effect.

18. AMENDMENT OF THE ORDER'S TERMS AND CONDITIONS. CANCELLATION OF THE ORDER

UCE may, at any time, exercise the right to change the terms and conditions of the order or, as the case may be, cancel the order by giving written notice to the Supplier at least ten (10) days prior to the date on which the Raw Materials are to be delivered. Upon receipt of such notice, the Supplier shall immediately cancel or make the necessary adjustments to its orders for materials, ancillary facilities and supplies related to the order and thereafter only what is necessary by the Supplier to preserve and protect the work already performed shall be undertaken as deemed necessary by UCE. The Supplier shall allow immediate possession to be taken of that part of the work already performed and duly paid by UCE. In the event of cancellation, UCE shall pay the Supplier, independently of the corresponding payments for work already carried out, as damages, the amount of the direct expenses which, as a consequence of the termination of the order, have unavoidably arisen for the Supplier, the burden of proof being on the Supplier, both with respect to the existence and the nature of the damages arising, without therefore the payment of any additional compensation in favour of the Supplier. In turn, the Supplier assumes the obligation to minimise these expenses.

19. CODE OF ETHICS AND CONDUCT:

UCE has adopted and applies its Code of Ethics and Conduct in transactions with third parties.

The Supplier declares to be familiar with the contents of the UCE Code of Ethics and Conduct available at <https://www.ube.es/wp-content/uploads/2021/01/Codigo-Etico-y-de-Conducta-1.pdf> and adheres to the principles contained in it, undertaking to act in accordance with the provisions contained therein.

20. DATA PROTECTION

The Privacy Policy applicable to these General Terms and Conditions can be consulted by the Supplier at <https://ube.es/es/descargas/>

21. JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions and the order shall be governed by and construed in accordance with the laws of Spain.

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

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