

**GENERAL SALES CONDITIONS OF
UBE CORPORATION EUROPE, S.A. Unipersonal**

These General Sales Conditions can be consulted at <https://ube.es/download/> and are made available to the buyer in the delivery note and the order confirmation for review and consultation. In this respect, the General Sales Conditions shall be deemed to have been accepted by the buyer (hereinafter the “Buyer”), without reservation, from the time that accepts an offer or issues a purchase order and shall apply to all purchase orders for products or goods (the “Purchase Order” or the “Order”) placed by the Buyer to UBE CORPORATION EUROPE, S.A. Unipersonal (hereinafter the “Seller” or “UCE”).

In case of any discrepancy between these General Sales and Conditions and a Purchase Order accepted by the Seller, the Purchase Order shall prevail.

1. ACCEPTANCE OF THE PRESENT CONDITIONS

- 1.1 Supplies of goods for Orders placed to UCE shall be made in accordance with these General Sales Conditions. In accepting an offer or by sending a Purchase Order, the Buyer confirms its acceptance of these General Sales Conditions, even in the case of its prior objection. Additionally, these General Sales Conditions are taken as accepted by the Buyer, at the latest, when the goods are received by the Buyer.
- 1.2 Any amendments to these General Sales Conditions shall only be valid if they are mutually agreed in writing between the Buyer and UCE. Any clause or general purchase conditions established by the Buyer in any documentation or correspondence which contradicts or limits these General Sales Conditions shall not be deemed to be valid, even if UCE did not object to the conditions of the Buyer.
- 1.3 A failure to exercise or delay in exercising any right or remedy by UCE in relation to these General Sales Conditions shall not constitute a waiver or forfeiture of the relevant right or remedy.
- 1.4 In the event that any of the provisions of these General Sales Conditions, or any part thereof, or any other conditions, which amend or replace the conditions, are rendered void or are unenforceable in any respect for any legal reasons, the remaining provisions shall remain valid and shall not in any way be affected or impaired thereby the Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

2. ORDERS

- 2.1 Orders made by any Buyer shall represent a firm and binding purchase commitment for the Buyer. Orders shall not be deemed to have been accepted by UCE, and accordingly, the agreement shall not be final, effective, valid and binding on the Seller, until UCE notifies the Buyer in writing its acceptance by duly authenticated means including e-mail.
- 2.2 Acceptance of any Order by UCE is subject to its sole discretion and, accordingly, UCE may require a security for payment as it may deem appropriate or reject the Order, without

the Buyer being entitled to any compensation thereof. Catalogues, leaflets, price lists, and any other document advertising the products of the Seller do not constitute binding offers. If as a result of any amendments to governing rules and regulations after the Purchase Order is received, impose additional or more burdensome obligations on the Seller, the Seller shall be entitled to make an equitable adjustment to the contractual terms and conditions in order to fully reflect the consequences of the new or amended rules or regulations and shall be entitled to modify the Purchase Order. Similarly, in the event that UCE is affected by variations in prices, terms and conditions set by its suppliers or by the raw materials market and that such variations affect the balance of the relationship between UCE and the Buyer, UCE reserves the right to vary the prices and conditions included in the Order, subject to prior notification to the Buyer. In all cases, UCE shall seek to reach a consensus with the Buyer and adopt the measures least harmful to the interests of the Buyer.

3. DELIVERY

- 3.1 Deliveries or Orders placed by the Buyer shall be made under the conditions agreed for each case.
- 3.2 The products shall, unless otherwise agreed in writing in the Order, be delivered FCA.
- 3.3 Notwithstanding, delivery terms shall always be approximate and cannot be considered an essential obligation of UCE nor the essence of its obligation and any delay in delivery by the Seller shall not imply a breach or cancellation/termination of the Order, in whole or in part, nor shall it entitle the Buyer to any compensation for the same. For these purposes, the Seller shall notify the Buyer that the products are ready for delivery and the Buyer shall undertake to collect them within no more than 5 (five) local working days from receipt of the notice. If the Buyer requests and the Seller accepts a delay in delivery, the Seller reserves the right to add to the price of the products any expenses incurred as a result of the same.
- 3.4 In the supplying of goods, UCE implements the measures required by the applicable regulations. In this regard, as the party responsible for the delivery of packaging waste or used packaging, UCE informs that the correct environmental management is responsibility of the Buyer, as the final holder of mentioned packaging waste or used packaging.

4. INCOTERMS

Unless otherwise agreed in writing, the terms and conditions of the order shall be governed in accordance with the latest version of the INCOTERMS published by the International Chamber of Commerce.

5. PRICE AND PAYMENT OF PRICE

- 5.1 The price of the products shall be stated on the Purchase Order. Sales prices are net and do not include applicable taxes, which shall be added on the invoice at the relevant rates.
- 5.2 Unless otherwise stated in the Purchase Order or agreed by the parties in writing, the prices do not include packaging, freight, handling or insurance.
- 5.3 The Buyer shall pay every tax, fee, duty or other charge, including VAT, now or hereafter imposed by any governmental agency upon the product or any part thereof, or upon the sale, shipment, import/export, storage, use or inspection thereof. If any such tax, fee, duty

or charge is required to be paid or collected by the Seller, an equal amount shall be added to the sale price and payment shall be made together with the sale price

- 5.4 Compliance with the date of payment by the Buyer is considered an essential element of these conditions.
- 5.5 Unless otherwise specified in the Purchase Order, the price shall be paid to UCE in euros. If payment is due on a day on which the Seller's designated bank is not open for business, payment to be made on the following banking day. The price shall be paid without any discount, deduction, withholding or setoff.
- 5.6 In general, and unless otherwise stated in writing by UCE, the term of payment of the invoices shall be computed as from the date of the invoice.
- 5.7 If legal provisions imposed by government authorities come into force after the date of the Order confirmation and lead to price increases, these will be borne by the Buyer.
- 5.8 If payment had not been effected or had not fully been received on time, the Buyer shall pay interests for late payment which shall be the sum of the interest rate applied by the ECB, European Central Bank (Frankfurt), to its most recent main refinancing operation carried out before the first calendar day of the half year in question plus seven percentage points, and no demand for payment of the same need to be made. The interest shall be calculated from the date the amount became due up to the date on which the amounts owed were duly settled. Any interest not paid when due, shall be added to the overdue sum and itself bear interest accordingly. Payment of interest shall not release the Buyer from the obligation to make remaining payments as agreed.
- 5.9 In the event of delay in payment of the invoices, UCE reserves the right to: (i) suspend supplies for current and new Orders until the Buyer has fully settled its debt or (ii) terminate the contractual relation linking both parties. In both cases, UCE reserves the right to claim payment for all outstanding amounts and compensation for any other damages caused as a result of the Buyer's breach.
- 5.10 The Seller shall be entitled to compensate or off-set any amounts due under a certain Purchase Order with any sums paid by the Seller under other Orders (including advance payments).

6. WARRANTY

- 6.1 Claims regarding damaged products, quantity or any other discrepancy related to land transport of the products must be reported at the time of delivery (in case of visible damages) or, in case of non-apparent damages, must be indicated on the dispatch note or CMR and be notified to the Seller within 7 days of receipt of the products (hereinafter the "**Notification of Land Transport Claim**"). Claims regarding land transport will be governed by the Claim Procedure.
- 6.2 The Notification for Land Transport Claim shall include: (i) a description of the damages or discrepancies with the ordered products; (ii) if applicable, the amount of these damages, and the documentation supporting and justifying the same or the discrepancies, including photos of the damaged products (if possible, when the goods are still inside the truck/container); (iii) a reference to the clause of this General Sales Conditions or the

Purchase Order under which the claim for compensation is made; and (iv) any other information required to ground the claim.

- 6.3 The Notification for Land Transport Claim shall be enclosed with:
- a) The delivery note of origin from UCE if the customer returns all the merchandise; and, if the return is partial, the delivery note from the Buyer with the quantity of merchandise that the Buyer does not accept.
 - b) CMR transport document (contract of international transport of goods by road -only if it is international-).
 - c) Regarding ammonium sulfate/UBESOL sacking the lot number printed on the bag.
- 6.4 Claims regarding damaged products, quantity or any other discrepancy related to maritime transport of the products must be notified to the Seller in writing in the terms and conditions established in the United Nations Convention on the Carriage of Goods by sea, 1978 (Hamburg Rules) or in the rules, international or national, which regulate the mode of transport in question (the “**Notification of Maritime Transport Claim**”).
- 6.5 Claims regarding the quality of the products shall be notified by the Buyer to Seller by written notice, setting forth fully the facts on which it is based and providing supporting evidence and documentation, as soon as reasonable after the date when the facts were discovered or reasonably should have been discovered, but in any case not later than (i) 7 days after the delivery date for bulk goods, or (ii) 45 days after the delivery date for the other goods, unless otherwise specified in the Order (the “**Notification of Quality Claim**”). Claims regarding quality will be governed by the sales specifications and the certificate of analysis provided with the products and the applicable law. The Seller does not warrant in any way any defects resulting from non-complying with the sales specifications and the certificate of analysis of the products or negligence by the Buyer.
- 6.6 No claims regarding damages, defects, quantity or quality or claims of any other kind attachable to the Seller will be accepted by the Seller after the period established in this General Sales Conditions. Therefore, if the Seller has not received the relevant notification within that period, the Buyer shall be deemed to have fully accepted the products and waived unconditionally all claims in respect thereto, and such claims shall be forever barred.
- 6.7 If goods are defective and the notification is given on time, UCE at its discretion shall either repair or replace the goods.
- 6.8 UCE shall in no event be liable to accept any returns of goods unless prior written notice of such return has been given by the Buyer and accepted by UCE in written by an authorized person.
- 6.9 Except in the case of willful misconduct or gross negligence, UCE does not assume any liability for any damage to property or physical injury of the Buyer, its employees and/or any third party which are produced as a result of the handling and/or processing of goods by the Buyer or any third party.
- 6.10 No claim of any kind made by the Buyer, as to product delivered or for non-delivery of product, whether or not based on negligence, shall be greater in amount than the purchase price of the product in respect of which the damages are claimed. No claim of any kind by the Buyer for non-delivery of product shall be greater in amount than the difference

between the contract price for that product and the market price. In no event shall the Seller be liable for any special, indirect, punitive, exemplary, incidental or consequential damages nor shall the Seller be liable for loss of profit on resale of product. The Buyer assumes all risk and liability for the use of the product, whether used singly or in combination with other substances, and for loss, damage, or injury to persons or property of the Buyer or others arising out of the use of possession of the product.

- 6.11 Suit or legal proceeding or demand for arbitration arising under this Contract against the Seller must be filed within the relevant procedural deadlines.
- 6.12 The Seller makes no warranty on the merchantability or suitability for any purpose nor any other warranty of any kind, express or implied, and all other warranties or conditions as to quality or description or suitability of the products (whether statutory or otherwise) are hereby excluded.
- 6.13 In any case, all claims brought against the Seller become time-barred 12 months after the legal commencement of the warranty, unless the applicable legislation prescribes a longer limitation period.

7. RETENTION OF TITLE

- 7.1 Unless another situation arises from the selected Incoterm, UCE shall maintain full ownership of the goods delivered to the Buyer until the latter has paid the total amount of the invoice corresponding to the supply.
- 7.2 Therefore, until final payment on the Order has been made, UCE retains title to the all the goods delivered and, accordingly, the Buyer shall be deemed to be a bailee, and may not dispose of, or pledge or provide as security, the goods without written and duly authenticated consent from UCE.

8. ASSIGNMENT OF THE ORDER

Every Order is personal and, as such, may not be assigned or otherwise transferred by the Buyer without the written consent of UCE. Any attempt to assign or transfer without such consent shall be null and void and lack validity and effect.

9. FORCE MAJEURE

- 9.1 UCE shall not be liable for total or partial non-compliance or delay in making supplies, if such non-compliance or delay is due to force majeure. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle the Seller to terminate the Order without incurring any obligation to compensate.
- 9.2 The term force majeure as used herein shall mean any event, whether accidental or not, beyond the control of UCE, including, without limitation, acts of government or sovereignty, war (whether declared or not) or national emergency or defense requirements, riot, insurrection, civil commotion, strikes, lack of transportation, accidents at factories, sabotage or other disturbances, fire, explosion, flood, epidemic, Acts of God or any other cause and more generally any other circumstances or situation (including machine breakdown, general, territorial or sectorial strikes, lockouts, shortened working hours, or

other labour or industrial actions), whether similar or different, which is reasonably beyond the control of UCE.

10. CODE OF ETHICS AND CONDUCT

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

The Buyer declares that it is aware of the contents of the UCE Code of Ethics and Conduct available at https://ube.es/wp-content/uploads/2021/01/Code_of_Ethics_and_Conduct-1.pdf and adheres to the principles contained therein, undertaking to act in accordance with the provisions contained in it.

11. DATA PROTECTION

The applicable privacy policy can be found at <https://ube.es/download/> for consultation by interested parties.

12. COMPLIANCE WITH EXPORT AND IMPORT LAWS

12.1 The Buyer acknowledges that the products being sold by the Seller may be subject to local or international export control requirements and that without the necessary export or re-export authorization from the competent authorities, the products in question may not be sold, leased, assigned, transferred, etc., nor may they be used for any purpose other than the one agreed. The Buyer is responsible for complying with such requirements. The products may not be used, directly or indirectly, in the design, production or use of nuclear, chemical or biological weapons or systems for their transport or for military applications.

12.2 The Buyer undertakes that product delivered hereunder shall not be re-exported to any destination prohibited by the law of the country in which the product was produced or originated.

12.3 The Buyer warrants that complies with the requirements of the European Union's Chemicals law (Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006), commonly known as REACH - Registration, Evaluation and Authorisation of Chemicals ("REACH") with respect to the product and its substances and shall carry out the custom formalities for the import of the product into any country within the European Union.

13. TERMINATION

Either party may seek to terminate a Purchase Order issued pursuant to these standard terms and conditions for reasons other than those provided above where any of the following circumstances arise: (1) by mutual agreement in writing between the parties; (2) where the other party is wholly or partly in breach of any legal or contractual obligations.

14. NOTICES

All notices and notifications that may or must be given with respect to the provisions of this document shall be given in writing and sent by duly stamped registered mail, e-mail or by any other means that evidence due service, to the addresses appearing on the Purchase Order.

15. VERSIONS

These conditions have been written in two versions, one in Spanish and the other in English. In the event that any differences or discrepancies arise, the Spanish version shall prevail.

16. APPLICABLE LAW AND JURISDICTION

16.1 These General Sales Conditions are governed by Spanish law.

16.2 UCE and the Buyer, mutually and expressly renouncing their own jurisdiction, agree that the interpretation and/or execution of the present General Sales Conditions shall be resolved by the Courts of the location of the registered office of UCE, in accordance with Spanish Law and in Spanish language.

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