

## GENERAL TERMS AND CONDITIONS FOR THE CONTRACTING OF SERVICES AND/OR EXECUTION OF WORKS

### 1.- PURPOSE

1.1. The purpose of these general conditions for contracting services and/or executing works (hereinafter, the "**General Conditions**") is to regulate the conditions for both the provision of services and the execution of works as specified in the corresponding order, its respective annexes and in the specific conditions that, where applicable, are reflected in the order.

The provider of the services and/or execution of the works (hereinafter, the "Supplier") undertakes to provide the services and/or execute the works entrusted to it in accordance with the conditions established in the order and with the utmost 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 conditions set out in these General Conditions may be modified unless previously accepted by UCE in writing.

The Supplier's general terms and conditions, if any, or any proposed amendment by the Supplier in relation to the General Terms and Conditions shall not apply, even if they have not been expressly rejected by UCE.

These General Conditions, the order and any specific conditions agreed between the parties constitute the contractual agreement governing the relationship between UCE and the Supplier. In the event of a dispute, the following order of precedence shall apply between the aforementioned documents: (i) order; (ii) specific conditions; and (iii) General Conditions.

These General Terms and Conditions can be consulted at <https://ube.es/es/download/> and are made available to the Supplier during the request for quotation phase for review and consultation. Upon acceptance of the order and the specific conditions set out in the order, the Supplier also accepts these General Terms and Conditions.

### 2.- NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, subject only to the reasonable instructions and guidelines given by UCE in relation to the services provided or the works carried out, and neither the Supplier nor any of its employees or, where applicable, subcontractors shall have any express or implied right or authorisation to assume or create any obligation or liability on behalf of or in representation of UCE or to bind it in any way.

### 3.- ACCEPTANCE OF THE ORDER

Unless otherwise indicated in the order, it shall be deemed accepted if there is no reasonable objection within 5 working days of the date of issue.

No clause in these General Conditions or in the conditions set out in the order shall limit or exclude any other guarantee or obligation that the Supplier is required to comply with by law.

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

### 4.- DEADLINES

4.1. The execution deadlines indicated in the order are essential for the proper performance of the services and/or execution of the works indicated in the order and, therefore, must be strictly observed by the Supplier. In the event of failure to meet these deadlines, UCE reserves the right to terminate the contractual relationship, without prejudice to its right to claim damages and, where applicable, the penalties agreed in the order.

4.2. The execution deadlines shall be non-extendable and no discount shall be accepted for days not worked for any reason, except in cases of force majeure, as defined in Clause 21 below.

4.3. The fact that UCE or the Health and Safety Coordinator halts the works, or part thereof, due to a detected breach of health and safety regulations shall not be considered sufficient reason for the Supplier to extend the deadline for completion of the works.

4.4. When the established execution deadlines are not met, and UCE deems it appropriate, the Supplier undertakes to intensify the pace of the work, including the establishment of night shifts, without this implying any variation in the price and without prejudice to the right of termination provided for in these General Conditions. Likewise, UCE may request the execution of part or all of the outstanding work units from a third party, at the Supplier's expense, deducting the amount to be paid to the third party from the total price of the order, all without prejudice to the application, where applicable, of the penalties stipulated in the order.

4.5. Circumstances known or that should be known to the Supplier in accordance with its lex artis that could cause a delay in the works or in the provision of services shall not justify an extension of the execution period.

### 5.- MATERIALS AND EQUIPMENT

5.1. All construction materials and equipment to be used must be of the quality and standard specified in both these General Conditions and in the order. If the Supplier has any doubts about them, or if the specification is unclear or incomplete, they must request any clarifications they deem necessary. Notwithstanding the foregoing, in case of doubt, and unless otherwise specified in the order, the quality and characteristics of the materials and equipment shall not be inferior to what could reasonably be expected for the provision of a high-quality service and/or execution of works.

5.2. When the Supplier, without the proper written authorisation from UCE, uses higher quality materials or replaces one manufacturer with another that has a higher price and, in general, when it introduces modifications to the work and/or the provision of services that are unilaterally beneficial, it shall only be entitled to what it would have been entitled to if it had constructed the work and/or provided the services in strict accordance with the contract.

5.3. If the Supplier performs any work or provides any service with inadequate materials or systems, or with deficient labour in such a way that the Supplier shall be obliged to repair or replace it as many times as necessary and rebuild it properly, at its own expense and without the right to claim any amount or extension of time for these items. In this case, UCE may commission a third party to carry out such work at the Supplier's expense, deducting the amount to be paid to the third party from the total price of the order.

### 6.- PRICES

Prices are understood to be fixed, and no revisions will be accepted unless expressly indicated in the order. Therefore, UCE will not accept any upward variation in the prices agreed for the provision of services and/or execution of works.

## **7.- SPECIFICATIONS, QUALITY AND WARRANTY**

7.1. The Supplier guarantees that the provision of services and/or execution of works will be carried out to the highest quality standards and in compliance with the specifications, declarations and other characteristics agreed or offered by the Supplier to UCE both at the time of responding to the request for quotation sent by UCE and in the terms and conditions of the order binding on the Supplier. Similarly, the Supplier guarantees that the final result of the services provided and/or the works carried out comply with the requirements of the applicable regulations.

7.2. Without prejudice to any longer warranty period established by applicable regulations or expressly agreed in the order, the final result of the provision of the contracted services shall be guaranteed by the Supplier against any defect for a period of one (1) year from the issue of the corresponding service acceptance certificate. Similarly, without prejudice to any longer warranty period established by applicable regulations or expressly agreed in the order, the Supplier guarantees the works carried out under the order against any construction defects for a period of eighteen (18) months from the *date of issue of the corresponding certificate of acceptance of the works*.

7.3. The maximum time limits for the repair of defects shall be set by UCE in each case, generally being seven (7) calendar days for minor defects and 24 hours for all others. When these defects affect safety, UCE may take immediate decisions at the Supplier's expense. If the Supplier does not carry out the required repairs within the specified time limits, UCE may do so itself or through third parties, at the Supplier's expense, without loss of warranty. Likewise, all costs incurred in carrying out the repairs shall be borne by the Supplier.

7.4. The warranty period shall be interrupted and shall be extended accordingly for the time taken to carry out repairs, replacements or new constructions, assemblies or work carried out in compliance with the warranty.

7.5. These repairs, replacements or new constructions, assemblies or works shall in turn be guaranteed by the Supplier, from the date of completion, for a period equal to the warranty period.

## **8.- PAYMENT TERMS, INVOICING AND TAXES**

Payment shall be made by confirming, according to the payment terms agreed upon in the order. The Supplier shall send invoices by email to the following address: [administracion@ube.com](mailto:administracion@ube.com).

Invoices must indicate the order number, invoice number and date, and the date of delivery of the material or completion of the service and/or execution of the work, as applicable. UCE may at any time request original proof of delivery of the goods/equipment/certificate of receipt of the work and/or services covered by these General Conditions, as specified in the order.

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

Insofar as the invoices do not comply with the requirements set out in this clause, they cannot be paid by UCE.

## **9.- ADDITIONAL AND/OR COMPLEMENTARY WORKS**

UCE has the right to request supplementary, complementary and/or changes to the contracts/services that arise unexpectedly or complement the original order, previously approved in writing by UCE. The amount of such works/services shall be determined, by mutual agreement, calculated on the same basis as that used for the original estimate, or, if so agreed, by applying the prices of the current annual offer.

## **10.- PERSONNEL**

10.1. The Contractor shall act as an independent entity, with its own resources, both material and human, which it shall allocate and manage autonomously for the fulfilment of the purpose of the Contract. For the execution of the work under this contract, the Contractor shall freely determine the number and professional qualifications of its employees, who in all cases shall report functionally and organisationally to the Contractor's own middle management assigned to the performance of the work.

10.2. The Contractor shall ensure that all its personnel are duly registered with the Social Security and the Occupational Accidents and Diseases Scheme, and shall also comply with all labour regulations issued by the competent authorities; UCE shall require the presentation of supporting documentation of compliance through the CTAIMA platform.

10.3. UCE reserves the right to approve the Contractor's personnel for those who, due to special characteristics, so require, without this entailing any additional charge.

10.4. UCE shall provide the Contractor's employees authorised to enter the Plant premises with an identification card that will allow them to pass through the access turnstiles (provided that the Contractor's documentation, both for the contracting company and its employees, is correct and has been duly uploaded to the CTAIMA platform). The Contractor undertakes to notify UCE of any additions or removals of personnel authorised to enter the Plant premises at least 24 hours in advance, and to return their respective cards once the work on the Plant premises has been completed. If the cards are not returned within SEVEN days of the termination, the Contractor shall pay UCE the amount of SIXTY (60) EUROS for each card not returned, which amount may be deducted, where applicable, from any outstanding invoices.

## **11.- SAFETY RULES**

11.1. In addition to complying with occupational health and safety regulations (the Occupational Risk Prevention Act and the regulations implementing that Act) and other regulations in force or that may be enacted, the Contractor is obliged to require its personnel to strictly comply with each and every one of the Health and Safety and Environmental Regulations in force at UCE, and in particular the Health and Safety Regulations for Contractors (which are available to the Contractor on the CTAIMA platform). Failure by the Contractor to comply with this obligation will result in the termination of the contract and the claiming of damages. If the Contractor requires the Safety Regulations for Contractors in English, UCE will send them by email. In the case of foreign contractors, the Coordination Guide is sent in English via email.

11.2. The Contractor must ensure the health and safety of its workers during the course of the work.

## **12.- PERSONAL PROTECTIVE EQUIPMENT**

12.1. The Contractor shall provide its personnel and those under its responsibility with the appropriate personal protective equipment for the performance of their duties and shall ensure the effective use thereof in accordance with the nature of the work carried out.

12.2. The Contractor shall comply with occupational health and safety regulations, as well as the Safety Regulations for Contractors established by UCE, which stipulate, as a minimum, the use of protective helmets and chin straps, goggles, gloves, safety footwear and fire-resistant and anti-static work clothing. Without prejudice to the minimum standards indicated herein, the provisions of the applicable occupational health and safety regulations shall prevail.

### 13.- MACHINERY AND TOOLS

13.1. The Contractor shall use its own tools and equipment necessary for the complete execution of the work and/or for the provision of services. Before commencing work, the Contractor must submit to the UCE Supervisor a list of the equipment, tools and machinery to be used to carry out the work within the Plant. Such equipment, tools and machinery must comply with applicable national and European legislation and shall bear the corresponding CE marking.

13.2. Without prejudice to the Contractor's obligation to ensure that the equipment, tools and machinery comply with the requirements set out in this Clause, all of the Supplier's electrical equipment must be inspected prior to use in the plant and must bear the UBE electrical equipment inspection card and must be inspected periodically each year. All of the Supplier's equipment shall be provided with the safety features specified in the Official Regulations and in the Safety Standards for Contractors in force or that may be implemented by UCE. The Supplier shall send a list of the machines to be used at UCE, with their corresponding certificates and copies of the insurance, and in the case of mobile elevating work platforms (MEWPs), shall send the checklist for checking the operation of the machine and its safety features, no more than one week in advance.

### 14.- TRANSPORT

14.1. The transport of personnel, tools, supplies and equipment to and from the workplace shall be carried out at the Supplier's expense and shall not entail any additional cost for the provision of services.

14.2. All vehicles requiring access to UCE's facilities shall require prior authorisation from UCE and shall be valid for one year. The transport of personnel, tools, supplies and equipment must obtain the corresponding authorisation from the ISMA department, and all other vehicles (including, but not limited to, tankers, bulk trucks, courier services, material transport (engines, tanks, etc.), cranes, PEMP and forklifts) must obtain access authorisation from the UCE department with which they have formalised their contractual relationship.

14.3. Before accessing UCE facilities, all vehicles will be required to display their driving licence, vehicle registration certificate, vehicle inspection card with the latest MOT report and corresponding sticker affixed to the windscreen, and proof of valid and up-to-date compulsory civil liability insurance.

14.4. Vehicles must be parked in the areas designated by UCE and at the times previously agreed with UCE.

### 15.- CONTROL OF WORK ON SITE

UCE reserves the right to carry out the corresponding technical inspection of the work in its different phases, as well as to monitor compliance by the Contractor's employees with the Safety Regulations for Contractors, detailed in the Manual available to the Contractor on the CTAIMA platform, and the complementary safety regulations on specific works, and any modifications, extensions and substitutions that may be issued during the term of the Contract. This control function does not exempt the Contractor from any liability it may incur for non-compliance by its personnel with the aforementioned safety regulations.

### 16.- ACCEPTANCE OF WORKS AND/OR SERVICES

The services or works entrusted in the order shall be completed and received by UCE as indicated in the order.

### 17.- CLEANING FOR WORK IN UCE FACILITIES.

17.1. During the execution of the work and/or provision of services, the Supplier is obliged to clean the workplace and remove any unnecessary materials from it as often as instructed by the UCE Supervisor in charge of the work. Upon completion of the work, the Supplier is obliged to:

- a) Remove all its equipment from the Plant premises, dismantle and remove the huts, auxiliary equipment and surplus materials belonging to it, all within 7 calendar days from receipt of the works and/or services under the terms indicated in Clause 16 above.
- b) Return any equipment used that is the property of UCE (if applicable) in the same condition in which it was delivered to the Supervisor in charge of work control (it being understood that it was delivered in good condition unless the Supplier stated otherwise in writing at the time of receipt).
- c) Carry out a general cleaning of the workplace or workplaces once the equipment has been removed. It is the Contractor's obligation to correctly identify and segregate the waste generated in accordance with the applicable legislation.

17.2. The Supplier is expressly prohibited from dumping construction debris, waste, etc. on the grounds of the "El Serrallo" Industrial Estate, failing which it may be liable for damages to UCE, and the Supplier undertakes to remove, at its own expense, any waste it has dumped.

17.3. In the event of a breach of this clause, UCE may choose to directly commission a third party to carry out the cleaning at the Supplier's expense, deducting the corresponding amount from the price.

### 18.- SUBCONTRACTING

18.1. The Supplier may not, under any circumstances, assign all or part of its contractual position with UCE without the prior written consent of UCE. The execution of the object of these General Conditions may not be subcontracted, either in whole or in part, except with the written authorisation of UCE, with regard to both the subcontractors and the work to be subcontracted.

18.2. In the event of subcontracting, the Supplier shall be jointly and severally liable with its subcontractor for the acts, errors, negligence and damages that said subcontractor may cause, holding UCE harmless with regard to any liability and claims that may arise as a result of such damages, and UCE may seek recourse against the Supplier in the event that it is held liable in any way. UCE's acceptance of the subcontractor shall not exempt or limit such joint and several liability.

In agreements between the Supplier and its subcontractors and suppliers, the Supplier undertakes to include a clause expressly waiving the subcontractor/supplier's right to direct action under Article 1597 of the Civil Code. Notwithstanding the foregoing, the Supplier undertakes to indemnify and compensate UCE for any claim made by a subcontractor against it directly or indirectly related to these General Conditions and the order.

The Supplier undertakes to pay its subcontractors and suppliers on time. Failure to do so may result in UCE choosing to pay them on behalf of the Supplier, deducting the corresponding amounts from the sums owed to the Supplier. The Supplier undertakes to promptly inform UCE of any incident with its subcontractors and suppliers that may affect compliance with the terms agreed in the order and/or in these General Conditions.

Likewise, the Supplier shall comply with and enforce compliance by its subcontractors/freelancers with the applicable legal obligations as well as any others arising from the order or these General Conditions.

## 19.- SECURITY

### Documentation:

The documentation required under Law 31/1995 of 8 November on Occupational Risk Prevention and other related regulations in force must be uploaded to the CTAIMA online platform. UCE will be responsible for registering the Contractor on this platform, and the Contractor must attach the requested documents in sufficient time for them to be reviewed and for worker access to be validated.

Contractors who are going to work at UCE must read the mandatory information documentation attached to the CTAIMA online platform in order to access our facilities. If they are unable to read it, they must contact the Safety and Environmental Engineering Department (ISMA), which will send it to them by other means.

Documentation that the Contractor must upload to the CTAIMA platform, including but not limited to:

- AEAT certificate, proving that they are up to date with their tax obligations.
- ITA/IDC/A1 document/Self-employed receipt.
- Social Security contribution status certificate.
- Civil liability insurance, in accordance with the work to be carried out, with policy number and effective date. In particular, the Contractor must comply with the following minimum civil liability insurance amounts:
  - a) If the Contractor enters into a contract directly with UBE, the civil liability policy shall have a minimum per claim of €600,000 and a limit per victim of €300,000 (in all cases).
  - b) In the case of a second or third-level subcontractor, the civil liability policy shall have a minimum per victim of €450,000, accounting for the sum of the policies per victim of the subcontractors and the main contractor (adding from the bottom up, the main contractor shall always have a minimum of €300,000).
  - c) For crane cases, the civil liability policy shall have a minimum of €600,000 per transport and handling.
- Copy of the receipt for payment of civil liability insurance.
- Preventive system adopted by the contracting company.
- Certificate of appointment of preventive resource and certificate of Basic Level training in Occupational Risk Prevention (50h/60h), in order to perform the function.
- Companies that are registered in the R.E.A. must upload the certificate.
- Opening of a work centre and subcontracting book (only necessary for companies acting as main contractors in the execution of construction works).
- Specific Health and Safety Plan (HSP) for shutdowns for all companies that have to carry out shutdown or construction work or are regular companies. This HSP must be submitted for review and approval by the Health and Safety Coordinator (HSC). Until approved by the HSC, HSPs will not be considered valid.
- Adherence to the Health and Safety Plan (HSP): subcontractors shall, in general, adhere to the main contractor's HSP, provided that said plan has taken into account the work to be carried out by the subcontractor. If this is not the case, the subcontractor must draw up its own HSP, which it shall submit to the main contractor for presentation to the Health and Safety Coordinator (HSC) of the site for review and approval. Until approved by the HSC, the HSPs shall not be considered valid.
- Company prevention plan.
- Risk assessment, exclusively for the work to be carried out at the Plant, indicating the measures to be taken to eliminate or minimise risks.
- All aspects requested on the CTAIMA online platform and not specifically included in this list.

### Contractor personnel documentation:

The Contractor shall register the worker on the CTAIMA online platform, assign a role to the worker, and the documentation required for the performance of their job will automatically appear. A worker may have one or more roles, depending on their tasks.

Documentation that the Contractor must upload to CTAIMA, including but not limited to:

- National identity card (DNI) of each worker.
- Medical certificate stating that workers participating in work at UBE are FIT.
- Authorisation and training by the company for the use of machinery/tools.
- Certificate of delivery of PPE.
- Certificates of training and information on occupational risk prevention (ORP) relating to the activity (Articles 18 and 19 of Law 31/95).
- Certificate of training in working at height (minimum 4 hours) if they are going to carry out this type of work. This training may be given by the company's senior technician or by an authorised company.
- Certificate of training in confined spaces.
- Contractors working in UCE and who are party to the construction or metalworking agreement must provide the following documentation:
  - Second Cycle training certificate of 20 hours (also known as speciality training).
  - Workers who have completed the 50-hour/60-hour Basic Level training course in occupational risk prevention have 14 hours of the specialisation course validated. Therefore, they will only need to complete a 6-hour course.
  - Specific training, according to the agreement and job position. The training must be repeated or renewed within the period indicated in each agreement.
- All aspects requested on the CTAIMA online platform and not specifically included in this list.

## 20.- RESPONSIBILITIES AND INSURANCE

20.1. The Supplier is liable for any damage caused to persons and/or property belonging to UCE and/or third parties in the course of providing the services and/or carrying out the works covered by the order. The Supplier shall therefore hold UCE harmless for any liability arising from such cases. In the event of non-compliance by the Supplier, UCE reserves the right to offset the expenses incurred by such non-compliance against the amounts owed to the Supplier under the order and these General Conditions and, where applicable, to recover from the Supplier any amount that UCE pays to third parties in excess of said amount.

20.2. The Supplier undertakes to take out the insurance specified in the specific conditions of the order and to provide the documentation required by UCE in this regard. Failure to comply with this obligation will prevent the Supplier from commencing the execution of the works and/or the provision of the services.

#### **21.- FORCE MAJEURE**

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

The parties shall not be liable for total or partial failures or delays in the performance of supplies if such failures or delays are due to force majeure. The party claiming force majeure must notify the other party as soon as possible of the force majeure situation in which it finds itself, undertaking to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the fulfilment of their obligations to this situation. Any delay in delivery caused by an event of force majeure lasting more than one month shall entitle UCE to cancel the order without incurring any obligation to pay compensation to the Supplier.

#### **22.- TERMINATION**

In addition to the cases generally provided for by current common law, UCE may terminate its contractual relationship with the Supplier for the following reasons:

- a) When the works and/or services, regardless of the period in which they have been performed, are not suitable for acceptance.
- b) When there is a noticeable lack of activity in the works, not attributable to force majeure, as defined in Clause 21 above.
- c) The use of materials or practices that do not comply with the qualities specified in the order and, having notified the Supplier of this fact, the Supplier does not replace or modify them within 7 calendar days from the date of dispatch of the notification by UCE.
- d) When there is a repeated breach (2 or more times) of the orders of UCE or the Health and Safety Coordinator by the Supplier.
- e) When there is a direct or indirect change in the ownership or title of the Supplier.
- f) Failure by the Supplier to adopt the safety measures required by current legislation.
- g) When the Supplier or any of its subcontractors fails to comply with its obligations regarding contributions or salaries with respect to any of its employees, or otherwise fails to comply with its legal obligations, especially in the area of labour.
- h) Failure to comply with established safety regulations that causes damage or could cause risks to people and facilities.
- i) Defective execution of the aforementioned work and/or services due to non-compliance with the technical specifications thereof, both in their entirety and in the different phases of execution, detected by the inspections carried out periodically by UCE technical staff.
- j) When there has been a breach of the execution deadlines, the established milestones, where applicable, or inadequate progress of the work.

In any of the cases provided for in the previous points, as well as in any other case of termination of the contractual relationship between UCE and the Supplier due to breach of the same by the Supplier, UCE reserves the right to claim from the Supplier the amount of damages that the termination may cause it, without prejudice to the corresponding penalties as indicated in the order.

In all the above cases, the contractual relationship shall be terminated by operation of law by means of a simple extrajudicial notification to that effect from UCE to the Supplier, who shall be obliged to vacate the premises completely within 7 (seven) calendar days of receipt of the notification sent by UCE, allowing access to another Supplier designated by UCE within 7 calendar days of the aforementioned notification.

The Supplier hereby irrevocably authorises and empowers UCE so that, after the aforementioned period of 7 calendar days has elapsed, the latter may, on behalf of the Supplier, physically carry out the eviction, applying to the corresponding settlement not only the applicable penalty, but also the expenses incurred by the eviction. If, as a result of this, any damage is caused to the tools or construction elements owned by the Supplier, UCE shall not assume any responsibility for them and shall not be obliged to pay any compensation or indemnity to the Supplier.

#### **23.- WITHDRAWAL**

UCE may, at any time, exercise its right to withdraw from the order by giving written notice to the Supplier ten days prior to the effective date. Upon receipt of such notification, the Supplier shall immediately cancel its orders for materials, auxiliary installations and supplies related to the order and, thereafter, shall only do what is necessary to preserve and protect the work already performed, in the opinion of UCE. The Supplier shall allow immediate possession of that part of the work already performed, as well as any materials collected for the work that are already at the construction site. In the event of withdrawal, UCE shall pay the Supplier, regardless of the payments due for work already performed, as damages, the amount of direct expenses which, as a result of the termination of the contractual relationship, have inevitably arisen for the Supplier, the burden of proof being on the Supplier, both with regard to the existence and the nature of the damages incurred, and without, therefore, being entitled to claim any additional compensation or indemnity in this regard. The Supplier undertakes to minimise these expenses.

#### **24.- CONFIDENTIALITY**

The Supplier shall maintain confidentiality at all times regarding the terms and conditions of the order, as well as any information and documentation, of any kind or nature, obtained in the course of the activities carried out under the order.

The Supplier undertakes to protect the confidentiality of UCE's confidential information in the same way as it protects its own confidential information of a similar nature, but under no circumstances shall it act below the standards of due diligence and prudence to protect such confidential information. Confidential information shall not be disclosed to third parties and within each of the parties shall only be known to partners and employees strictly involved in the execution of this agreement.

The Supplier undertakes not to use the confidential information except for the purposes of the order and shall do everything necessary to ensure that its employees, subcontractors and partners to whom the Confidential Information is disclosed take the necessary precautions to safeguard and preserve the secrecy and confidentiality of the confidential information.

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 one copy of the confidential information that the recipient may retain in its legal files.

In any case, the confidentiality agreement shall remain in force until such information becomes public knowledge by other legal means.

**25.- CODE OF ETHICS AND CONDUCT**

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

The Supplier declares that it is aware of the content of the Code of Ethics and Conduct, which is available at <https://ube.es/es/download/>, and adheres to the principles contained therein, undertaking to act in accordance with its provisions.

**26. COMPLIANCE AND ANTI-CORRUPTION CLAUSE**

In the professional relations between UCE and the Supplier, the principles of integrity, ethics and legality shall prevail for the duration of the relationship between the parties.

The Supplier undertakes to comply with current regulations and legislation, as well as to act in accordance with the ethical principles and values of UCE or other equivalent principles and values that it has established as its own.

In this regard, the Supplier:

1. Assumes a commitment to zero tolerance of corruption, rejecting any act or type of favour that could constitute a crime of corruption as established in the Criminal Code and in the applicable regulations in this area.
2. Has adequate surveillance and control measures in place to prevent crimes, or to significantly reduce the risk of them being committed within or on its behalf, especially any type of bribery or corrupt conduct.
3. Has not promised, offered or granted any benefit or advantage that is not justified under the law or lawful contractual conditions for entering into this contract.
4. It is not:
  - i. Subject to sanctions, such as inclusion on the European Union Sanctions List or other applicable lists, and is not owned or controlled (see note 1 below) – either individually or collectively – by natural or legal persons subject to such sanctions.
  - ii. Located with domicile - or in the case of a natural person, habitual residence - in a country or territory subject to geographical sanctions, whether imposed by the European Union or others that may apply, the scope of which includes the subject matter of this professional relationship; nor is it owned or controlled by persons resident in such countries. (See note 1 at the end).
5. Guarantees that it will not involve any natural or legal person who is in any of the situations set out in points (i) and (ii) above in providing the products and/or services that are the subject of the Supplier's professional relationship with UCE.
6. It will notify UCE of any change in the circumstances set out in the provisions of this clause and will also allow it to carry out the necessary checks to ensure proper compliance with the aspects set out therein.
7. It undertakes to comply with the provisions of the Code of Ethics and Conduct of UBE CORPORATION EUROPE, S.A.U. and its subsidiaries, available on its website.
8. It undertakes to notify UCE without delay of any risk or breach that it identifies within or on behalf of itself, faithfully committing to collaborate in its eradication or clarification.

Failure to comply with the provisions of this clause, depending on its seriousness, will result in reasonable and proportionate consequences, which may even include the termination of this contract and, where appropriate, a claim for damages.

*Note 1. For the purposes of this provision, the following definitions shall apply: (a) "person" means any natural or legal person; (b) "ownership" means a direct or indirect shareholding of 50 per cent or more; and (c) "control" means the right or ability to dictate the decisions, actions and/or policies of an entity or its management.*

**27.- DATA PROTECTION**

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

**28.- JURISDICTION AND APPLICABLE LAW**

These General Terms and Conditions and the order shall be governed by and interpreted 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, waiving any other jurisdiction.

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