

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 for the supply of raw materials (hereinafter, the "Raw Materials") specified in the corresponding order and its respective annexes, as well as in any specific conditions that may be reflected in the order.

The supplier of the Raw Materials (hereinafter, the "Supplier") undertakes to make the supplies indicated in the corresponding orders, 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 Polymers & Chemicals Europe, S.L.U.** (hereinafter, "UPCE").

None of the conditions set out in these General Conditions may be modified unless previously accepted by UPCE 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 apply, even if they have not been expressly rejected by UPCE. These General Terms and Conditions, the order and any specific terms and conditions agreed between the parties constitute the contractual agreement governing the relationship between UPCE and the Supplier. In the event of a dispute, the following order of precedence shall apply between the aforementioned documents: (i) contract or order; (ii) specific conditions; and (iii) General Conditions.

These General Conditions can be consulted at <https://ube.es/es/descargas/> and are made available to the Supplier for review and consultation at the time of placing the order. Upon acceptance of the order and the specific conditions set forth therein, the Supplier also accepts these General Conditions. In any case, if one week has elapsed since the order was sent by UPCE and the Supplier has not expressed its disagreement or opposition to these General Conditions, they shall also be deemed to have been accepted, without prejudice to the fact that there is no 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 guidelines issued by UPCE in relation to the Raw Materials supplied, 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 UPCE or to bind it in any way.

3. ACCEPTANCE OF THE ORDER

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

No clause in these General Terms and Conditions or in the terms and conditions set out in the order shall limit or exclude any other warranty 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 out in the order or in these General Conditions, UPCE 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. IDENTIFICATION OF RAW MATERIALS

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

5. QUALITY CERTIFICATES AND TESTS.

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 UPCE's discretion, the Raw Materials shall be analysed by UPCE's quality control department.

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

The performance of analyses and tests by UPCE on the Raw Materials does not exempt the Supplier from liability for any defect in quality or quantity that UPCE detects when carrying out subsequent checks in accordance with the terms established in these General Conditions.

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

6. PRICES

Prices are understood to be fixed, and no revisions will be accepted, unless expressly indicated in the order.

No charges will be accepted for packaging, transport, carriage, transport insurance and similar items, unless these are expressly indicated in the text of the order.

The terms and conditions of the order shall be governed by the latest version of the INCOTERMS published by the International Chamber of Commerce.

7. DELIVERY

The Supplier shall deliver the Raw Materials within the time frame, to the place and under the conditions specified in the order, at the unloading time duly authorised by UPCE. Delivery must be made in accordance with the transport terms specified in the order. The Supplier acknowledges and accepts that the deadlines indicated in the order are essential for the proper fulfilment of the supply of Raw Materials and, therefore, must be strictly observed by the Supplier.

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

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

UPCE shall have the right to inspect the Supplier's facilities on reasonable terms, in order to inspect compliance with delivery deadlines, as well as the quality of the Raw Materials.

In the event of failure to meet any of the deadlines, UPCE reserves the right to cancel all or part of the order, or to return all or part of the materials, if any are received after the corresponding date, without this entailing any charge for UPCE. Similarly, UPCE reserves the right to claim from the Supplier the difference between the price agreed between the Supplier and UPCE and the price that UPCE ultimately has to pay to other suppliers to whom it must turn for the supply of Raw Materials not supplied by the Supplier, despite acceptance of the order.

All of the above is without prejudice to UPCE's right to take any action it is entitled to under applicable law to obtain the corresponding compensation for damages, which does not replace the payment of penalties for failure to meet the delivery deadline that are applied to the Supplier in accordance with the provisions of the order.

8. RECEIPT OF RAW MATERIALS

All shipments must be made as indicated in the order.

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

Unless otherwise specified in the text of the order or in the agreed INCOTERM, the transfer of ownership is considered to coincide with the fact of receipt, with the Supplier bearing all risks until valid receipt by UPCE. All of this is without prejudice to any right of UPCE to reject or return the Raw Materials in accordance with these General Conditions and applicable regulations.

For the receipt of Raw Materials by UPCE, it is essential that the Supplier complies with the instructions set out in Clause 4 above of these General Conditions.

All materials must be of exactly the quality specified in the order and in the specifications provided by the Supplier at the time of establishing the commercial relationship with UPCE. If the Supplier has any doubts about the order, or if the specification contained in the order is unclear or incomplete, it must request any clarifications it deems necessary.

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

All materials rejected for not being of adequate quality or for quantities different from those specified in the order shall be returned to the Supplier, with the Supplier bearing all costs incurred by the return. The rejection of a material may result in the total or partial cancellation of the order by UPCE.

9. SPECIFICATIONS, QUALITY AND WARRANTY

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

Raw materials must pass acceptance tests as stipulated in the order and within the established deadlines.

Rejected Raw Materials must be replaced at no cost to UPCE. Alternatively, once UPCE identifies any non-compliance with the specifications, qualities and/or quantity of the Raw Materials, UPCE may, unilaterally, terminate the order, either with partial effect in relation to the non-compliant Raw Materials, or with extension to the rest of the order and in this case at the Supplier's expense, after notifying the Supplier for their information and records.

UPCE's signature on the delivery note/delivery note shall only prove that the Raw Materials have been received. UPCE's signature shall not imply that the Raw Materials have been delivered in accordance with the quality required by the order and the minimum quantity.

Without prejudice to any longer warranty period established by applicable regulations or expressly agreed in the order, all Raw Materials shall be guaranteed by the Supplier against any defect 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 purposes of grading as indicated in the order. At UPCE's request, during the warranty period, the Supplier shall replace, at no cost to UPCE, any Raw Materials found to be defective.

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

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

The marketing of any chemical product must comply with REACH, Regulation 1907/2006/EC. This regulation requires communication within the supply chain and failure to comply may result in serious penalties.

Therefore, it is mandatory that the Supplier provide us, upon their first delivery and in the event of any change, with the following documentation relating to the products - substances, mixtures and/or articles - that they supply to us, as established 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 in accordance with REACH.
- Written communication, preferably a signed and stamped certificate, indicating that the product has been pre-registered or registered, as appropriate. It is highly advisable to include the pre-registration number for each substance and it is mandatory to include the registration number for each one, if it has been registered.
- Written communication, preferably a signed and stamped certificate, of the intention to register in accordance with REACH.

- Signed and stamped certificate indicating that the products you supply to us do not contain SVHC substances (substances of very high concern) or, if they do, notification to the ECHA that these substances have been reported.
- A signed and stamped certificate stating that the packaging of the products you supply to us does not contain SVHC substances (substances of very high concern) or, if this is not the case, notification to the ECHA that such substances have been reported.
- Written notification of the details of any authorisation or restriction.

10. 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.

Invoices must indicate the order number, invoice number and date, and delivery date of the Raw Materials. UPCE may at any time request original proof of delivery of the Raw Materials 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 UPCE, place of issue, taxable amounts, 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 UPCE.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

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

In this regard, the Supplier undertakes to hold UPCE harmless and indemnify it against any and all claims, litigation, losses, costs, damages suffered and liabilities resulting from actual or alleged infringement of this kind and, at UPCE's discretion, shall defend or assist the Supplier in any proceedings brought for this purpose.

UPCE is the owner of the trademarks, distinctive signs and other intangible assets that it uses in economic traffic or in the exercise of its commercial activity, which may not be used by the Supplier under any circumstances, unless expressly authorised by UPCE.

12. LIABILITIES AND INSURANCE

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

The Supplier undertakes to take out the insurance policies specified in the specific conditions of the order, which UPCE considers necessary to cover the risks referred to in the previous paragraph, and must, at UPCE's request, provide a copy of the corresponding policies.

13. INSTRUMENTS AND MOULDS

All instruments, components, materials or moulds, plans, documentation and instructions supplied by UPCE to the Supplier for the fulfilment of the object of the contractual relationship between UPCE and the Supplier for the execution of the order shall be at the Supplier's risk from the moment they leave UPCE's premises but shall remain the property of UPCE. UPCE shall have the right to inspect the Supplier's premises on reasonable terms in order 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 returned to UPCE upon simple request or, failing that, when the contract is terminated.

14. ASSIGNMENT AND SUBCONTRACTING

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

15. CONFIDENTIALITY AND

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

Any communication of confidential information to third parties, even when such information must 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 UPCE 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.

The obligations arising from this provision shall remain in force even after the order has been completed until such information becomes public knowledge by other legal means.

16. 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 non-compliance or delays in the performance of supplies if such non-compliance or delays are due to force majeure. The party claiming force majeure shall 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 a force majeure event lasting more than one month shall entitle UPCE to terminate the order without incurring any obligation to compensate the Supplier.

17. TERMINATION

Without prejudice to the other cases of termination set out in these General Conditions and/or in the order, UPCE 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 Conditions. In such a case, UPCE may enter into a hedging contract to obtain equivalent goods from a third party, and the Supplier shall be liable for any additional costs incurred by UPCE as a result, including any higher price. The contractual relationship shall be terminated by operation of law upon notification by UPCE to the Supplier to that effect.

18. MODIFICATION OF THE TERMS AND CONDITIONS OF THE ORDER. WITHDRAWAL OF THE ORDER

UPCE may, at any time, exercise its right to vary the terms of the order or, where applicable, withdraw from it 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 notification, the Supplier shall immediately cancel or make the necessary adjustments to its orders for materials, auxiliary facilities and supplies related to the order and, thereafter, shall only do what is necessary to preserve and protect the work already performed, in UPCE's opinion. The Supplier shall allow immediate possession of that part of the work already performed and duly paid for by UPCE. In the event of withdrawal, UPCE shall pay the Supplier, regardless of the payments due for work already performed, as damages, the amount of direct expenses that, as a result of the cancellation of the order, 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, without any additional compensation being payable to the Supplier. For its part, the Supplier undertakes to minimise these expenses.

19. CODE OF ETHICS AND CONDUCT

UPCE has adopted and applies the Code of Ethics and Conduct of its parent company, UBE Corporation Europe (UCE), in transactions with third parties. The Supplier declares that it is familiar with the content of the aforementioned 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.

20. COMPLIANCE AND ANTI-CORRUPTION CLAUSE

In the professional relations between UPCE 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 UPCE 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 monitoring 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, nor is it 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 UPCE.
6. It will notify UPCE 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 UPCE 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 severity, 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.

21. DATA PROTECTION

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

22. JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions and the order shall be governed by and interpreted in accordance with Spanish law.

Any dispute arising from the breach of these General Terms and Conditions and/or the order shall be submitted to the Courts and Tribunals of Castellón, with the parties expressly waiving any other jurisdiction.

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