

GENERAL SALES CONDITIONS

These General Sales Conditions can be consulted at <https://ube.es/es/download/> and are made available to the buyer on the delivery note and in the order confirmation for review and consultation.

In this regard, the General Sales Conditions shall be deemed to have been accepted by the buyer (hereinafter the "Buyer") without reservation, from the moment they accept an offer or issue a purchase order and shall apply to all purchase orders for products or goods (the "Purchase Order" or the "Order") placed by the Buyer with **UBE Polymers & Chemicals Europe, S.L.U.** (hereinafter, the "Seller" or "UPCE").

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

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 1.1 Supplies of goods under Orders placed with UPCE shall be made in accordance with these General Sales Conditions. By accepting an offer or sending a Purchase Order, the Buyer confirms its acceptance of these General Sales Conditions, even in the event of its prior objection. By accepting an offer or sending a Purchase Order, the Buyer confirms its acceptance of these General Conditions of Sale, even in the event of prior objection.
- 1.2 Any modification of these General Sales Conditions shall only be valid if agreed in writing between the Buyer and UPCE. Any general purchase clause or condition set out by the Buyer in any documentation or correspondence that contradicts or limits these General Sales Conditions shall not be considered valid, even if UPCE has not objected to the Buyer's conditions.
- 1.3 Failure or delay by UPCE in exercising any right or remedy under these General Conditions of Sale shall not constitute a waiver or forfeiture of such right or remedy.
- 1.4 In the event that any provision of these General Conditions of Sale, or any part thereof, or any other condition modifying or replacing them, is invalidated or becomes unenforceable in any respect for any legal reason, the remaining provisions shall remain valid and shall not be affected or impaired in any way, and the Parties shall endeavour to negotiate in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions whose economic effect is as similar as possible to that of the invalid, illegal or unenforceable provisions.

2. ORDERS

- 2.1 Orders placed by any Purchaser shall represent a firm and binding purchase commitment on the part of the Purchaser. Orders shall not be deemed accepted by UPCE, and therefore the agreement shall not be final, effective, valid and binding on the Seller, until UPCE notifies the Purchaser in writing of its acceptance by duly authenticated means, including email.
- 2.2 UPCE's acceptance of any Order is subject to its sole discretion and, accordingly, UPCE may require such security for payment as it deems appropriate or rejects the Order, without the Purchaser being entitled to any compensation therefore. Catalogues, brochures, price lists and any other documents advertising the Seller's products do not constitute binding offers.
If, as a result of any change in the rules and regulations in force after receipt of the Purchase Order, additional or more onerous obligations are imposed on the Seller, the Seller shall be entitled to make a fair 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 amend the Purchase Order. Likewise, in the event that UPCE is affected by changes in the prices, terms and conditions established by its suppliers or by the raw materials market and such changes affect the balance of the relationship between UPCE and the Purchaser, UPCE reserves the right to vary the prices and conditions included in the Order, upon prior notification to the Purchaser. In all cases, UPCE shall endeavour to reach a consensus with the Purchaser and adopt the measures least detrimental to the latter's interests.

3. DELIVERIES

- 3.1 Deliveries or Orders made by the Buyer shall be made under the conditions agreed for each case.
- 3.2 Products shall be delivered by FCA, unless otherwise agreed in writing in the Order.
- 3.3 However, delivery times shall always be approximate and shall not be considered an essential obligation of UPCE or the essence of its obligation, and any delay in delivery by the Seller shall not constitute a breach or cancellation 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 collect them within a period not exceeding five (5) working days from the date of receipt of the notification. If the Buyer requests, and the Seller accepts, a delay in Delivery, the Seller reserves the right to add to the price of the product any costs incurred as a result thereof.
- 3.4 In the supply of goods, UPCE applies the measures required by current regulations. In this regard, as the party responsible for the delivery of packaging waste or used packaging, UPCE informs that proper environmental management is the responsibility of the Buyer, as the final owner of such packaging waste or used packaging.

4. INCOTERMS

Unless otherwise agreed in writing, the terms and conditions of the Order shall be governed by 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 will be indicated on the Purchase Order. Sales prices are net and do not include applicable taxes, which must be added to the invoice at the relevant rates.
- 5.2 Unless otherwise specified in the Purchase Order or agreed to in writing by the parties, prices do not include packaging, freight, handling or insurance.
- 5.3 The Buyer shall pay all taxes, duties, tariffs or any additional charges, including VAT, imposed by any government or government agency on the product or any part thereof, on the sale, shipment, import/export, storage, use or

inspection thereof. If the Seller is required to pay or collect any such taxes, duties, fees or charges, an amount equal to the sale price shall be added and payment shall be made together with the sale price.

- 5.4 Compliance with the payment date 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 UPCE in euros. If payment is due on a day when the bank designated by the Seller is not open, payment may be made on the following day. The price shall be paid without discount, deduction, withholding or compensation.
- 5.6 In general, and unless otherwise indicated in writing by UPCE, the payment period for invoices shall be calculated from the date of the invoices.
- 5.7 If legal provisions imposed by government authorities come into force after the date of confirmation of the Order and result in price increases, these shall be borne by the Buyer.
- 5.8 If payment has not been made or has not been received on time, the Purchaser shall pay default interest at the rate applied by the ECB (European Central Bank), based in Frankfurt, in its most recent refinancing operation carried out before the first calendar day of the half-year in question, plus seven percentage points. No formal demand for payment shall be required. Interest shall be calculated from the date on which the amount became due until the date on which the amounts due were paid. Any interest not paid on time shall be added to the amounts due and shall be subject to interest. The payment of interest shall not exempt the Buyer from its obligation to make payments as agreed.
- 5.9 In the event of late payment of invoices, UPCE reserves the right to: (i) suspend the shipment of new Orders and Orders in progress until the Buyer has settled its debt or (ii) terminate the contractual relationship between the two parties. In both cases, UPCE reserves the right to claim payment of any amount owed, as well as compensation for any other damage caused by the Buyer's breach.
- 5.10 The Seller may offset any amount owed under a certain Purchase Order against any amount paid by the Seller in other Orders (including advance payments).
6. **WARRANTY**
- 6.1 Claims relating to damaged products, quantity or any other discrepancy related to the land transport of the products must be reported at the time of delivery (in the case of visible damage) or, in the case of non-apparent damage, must be indicated on the delivery note or on the CMR and notified to the Seller within 7 days of receipt of the products (hereinafter, the "**Land Transport Claim Notification**"). Claims relating to land transport shall be governed by the Claims Procedure.
- 6.2 The Land Transport Claim Notification must include: (i) a description of the damage or discrepancies relating to the products in the order; (ii) where applicable, the amount of such damage, as well as documentation proving and justifying such damage or discrepancies, including photos of the damaged products (if possible, when the goods are still inside the lorry or container); (iii) a reference to the clause in these General Sales Conditions or in the Purchase Order under which the claim for compensation is being made; and (iv) any other information necessary to substantiate the claim.
- 6.3 The Land Transport Claim Notification shall be attached:
 - a) The UPCE delivery note if the customer returns all the goods; and, if the return is partial, the Buyer's delivery note with the quantity of goods that the Buyer does not accept.
 - b) CMR consignment note (international road transport contract - only if international).
 - c) For bagged ammonium sulphate/UBESOL, the batch number printed on the bag.
- 6.4 Claims relating to damaged products, quantity or any other discrepancy related to the maritime transport of the products must be notified to the Seller in writing in accordance with the terms and conditions set out in the United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules) or in the international or national rules governing the mode of transport in question (the "**Maritime Transport Claim Notice**").
- 6.5 Claims relating to the quality of the goods must be notified by the Buyer to the Seller by means of a written notification, setting out in full the facts on which they are based and providing supporting evidence and documentation, as soon as reasonably possible after the date on which the facts were discovered or should reasonably have been discovered, but in any event no later than (i) 7 days after the date of delivery for bulk goods, or (ii) 45 days after the date of delivery for other goods, unless otherwise specified in the Order (the "**Quality Claim Notice**"). Claims relating to quality shall be governed by the sales specifications and certificate of analysis provided with the products, as well as by applicable law. The Seller does not guarantee in any way defects arising from non-compliance with the sales specifications and certificate of analysis of the products or from the Buyer's negligence.
- 6.6 Claims for damage, defects, quantity or quality or claims of any other kind that are enforceable against the Seller after the period established in these General Conditions of Sale shall not be accepted by the Seller. Therefore, if the Seller has not received the corresponding notification within that period, it shall be deemed that the Buyer has fully accepted the products and has unconditionally waived all claims in this regard, and such claims shall be definitively time-barred.
- 6.7 If the goods are defective and notification is given in time, UPCE shall, at its discretion, repair or replace the goods.
- 6.8 UPCE shall in no event be obliged to accept returns of goods unless the Buyer has given prior written notice of such return and such return has been accepted in writing by UPCE by an authorised person.
- 6.9 Except in cases of willful misconduct or gross negligence, UPCE shall not be liable for any material or physical damage suffered by the Buyer, its employees or any third party as a result of the handling or processing of the goods by the Buyer or any third party.
- 6.10 No claim of any kind made by the Buyer in respect of the products delivered or the non-delivery thereof, whether or not based on negligence, shall exceed the purchase price of the product in respect of which the damages are claimed. No claim of any kind by the Purchaser for undelivered products shall exceed the difference in amount between the contract price for such product and the market price. The Seller shall in no event be liable for any special, direct, punitive, exemplary, incidental or consequential damages, nor shall the Seller be liable for any loss of profit or resale of the product. The Buyer assumes all risks and responsibility for use of the product, whether used alone or in combination with other substances, and for loss, damage or injury to the Buyer's or third party's persons or property resulting from the use or possession of the product.
- 6.11 Any legal action or proceeding or arbitration claim arising under this Agreement against the Seller must be brought within the applicable procedural time limits.

- 6.12** The Seller makes no warranty as to merchantability or fitness for any purpose or any other warranty of any kind, express or implied, and all other warranties or conditions as to quality or description or fitness of the products (whether statutory or otherwise) are excluded.
- 6.13** In any case, all claims against the Seller shall become time-barred 12 months after the legal commencement of the warranty, unless the applicable law prescribes a longer limitation period.
- 7. RETENTION OF TITLE**
- 7.1** Unless otherwise specified in the selected Incoterm, UPCE shall retain full ownership of the goods delivered to the Buyer until the Buyer has paid the total amount of the invoice corresponding to the supply.
- 7.2** Therefore, until final payment for the Order has been made, UPCE retains ownership of all goods delivered and, consequently, the Buyer shall be considered a depositary and may not dispose of the goods, pledge them or give them as security without the written and duly authenticated consent of UPCE.
- 8. ASSIGNMENT OF THE ORDER**
- Each Order is personal and, as such, may not be assigned or otherwise transferred by the Buyer without the written consent of UPCE. Any attempt to assign or transfer without such consent shall be null and void and of no force or effect.
- 9. FORCE MAJEURE**
- 9.1** UPCE shall not be liable for any failure or delay in performance of the supplies, if such failure or delay is due to a cause of 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 pay compensation.
- 9.2** The term force majeure, as used herein, refers to any event, accidental or otherwise, beyond the control of UPCE, including, without limitation, acts of government or sovereignty, war (whether declared or not), national emergency or acts of defence, riots, insurrection, civil commotion, strikes, lack of transport, factory accidents, sabotage and other disruptions, fire, explosion, floods, epidemics, acts of God or any other cause and, more generally, any other circumstance or situation (including machinery breakdowns, general, sectoral and territorial strikes, lockouts, reduced working hours or other labour or industrial actions), similar or different, that are reasonably beyond UPCE's control.
- 10. 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 Buyer 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.
- 11. DATA PROTECTION**
- The applicable privacy policy is available at <https://ube.es/es/download/> for consultation by interested parties.
- 12. COMPLIANCE WITH IMPORT AND EXPORT LEGISLATION**
- 12.1** The Buyer acknowledges that the products sold by the Seller may be subject to local or international export control requirements and that, without the necessary export or re-export authorisation from the competent authorities, the products in question may not be sold, rented, transferred, etc., nor may they be used for any purpose other than that agreed upon. The Buyer is responsible for complying with these 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 the product delivered hereunder will not be re-exported to any destination prohibited by the legislation of the country in which the product was produced or originated.
- 12.3** The Buyer warrants that it complies with the requirements of the European Union 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 that it will complete the customs formalities for importing the product into any country of the European Union.
- 13. TERMINATION**
- Either party may seek to terminate a Purchase Order issued in accordance with these standard terms and conditions for reasons other than those provided for above when any of the following circumstances arise: (1) by mutual written agreement between the parties; (2) when the other party fails to comply, in whole or in part, with its legal or contractual obligations.
- 14. NOTIFICATIONS**
- All notices and notifications that may or must be made with respect to the provisions of this document shall be made in writing and sent by duly stamped registered post, by email or by any other means that provides proof of proper notification, to the addresses listed in the Purchase Order.
- 15. VERSIONS**
- These terms and conditions have been drafted in two versions, one in Spanish and one in English. In the event of any differences or discrepancies, the Spanish version shall prevail.
- 16. APPLICABLE LAW AND JURISDICTION**
- 16.1** These General Sales Conditions are governed by Spanish law.
- 16.2** UPCE and the Buyer expressly waive their own jurisdiction and agree that the interpretation or execution of this Contract of General Sales Conditions shall be resolved in the Courts of the town where UPCE's registered office is located, in accordance with Spanish law and in Spanish.

