



GENERAL CONDITIONS OF SALE

These General Conditions of Sale ("GCS") are the terms and conditions that shall apply between the customer (the "Customer") and **APRESA PLP-SPAIN S.A.U.** (the "Seller") for the provision of goods and/or services (the "Products") supplied by the Seller to the Customer.

CLAUSE ONE FORMALISATION OF THE CONTRACT OF SALE/PROVISION OF PRODUCTS AND/OR SERVICES.

- 1.1** The elements through which the contract for the sale/purchase/provision of products and/or services (the "Contract") is formalised necessarily include the following components:
- The offer issued by the Seller, which may include particular conditions that amend these GCS, shall prevail over these General Conditions of Sale. Therefore, the particular terms and conditions set out therein shall prevail over these General Conditions of Sale, and it must be deemed, in any case, that said particular conditions only replace or amend the General Conditions of Sale in the specific sections set out and signed.
 - Official order submitted by the customer or written confirmation of acceptance of the offer.
 - Acceptance of the order issued by the seller.
 - The General Conditions of Sale released by the seller.
 - In the event of a contradiction or discrepancy between the documents listed in the foregoing paragraph, the following hierarchical precedence shall apply between them in the following order: Acceptance of order, Seller's offer, Particular Conditions of Sale, General Conditions of Sale, Customer's order.
- 1.2** The term "Site" or "Place" refers to the place where the goods are to be delivered or supplied, being on EXW terms (Ex Work Definition as defined and regulated by ICC INCOTERM 2020), unless otherwise agreed.
- 1.3** The Seller shall not be bound by the contract with the Customer until written confirmation of acceptance of the Customer's Order, to which the particular and general conditions of sale shall be incorporated. After this acceptance by the Seller, the Customer may no longer amend or cancel the Order unless it has obtained the prior written approval of the Seller and compensates it, if necessary, for the costs incurred in the amendment.
- 1.4** Unless express written notice of exception or extension is duly given by the Seller, the validity of an offer is limited to thirty (30) calendar days.
- 1.5** Notwithstanding the foregoing, the Seller reserves the right to make the Contract's entry into force subject to the fulfilment of all or part of the following conditions: (i) receipt of the agreed advance payment, (ii) the issuance of a documentary credit according to the Contract, (iii) obtaining credit insurance cover and/or (iv) obtaining any authorisation required by the relevant administrative authorities. If the conditions required by the Seller are not fulfilled within forty-five (45) days from the date of acceptance of the Contract by the Seller, the Contract shall be cancelled.
- 1.6** Any subsequent changes to the contract will have to be subject to a written agreement between the parties for it to be enforceable.

CLAUSE TWO DELIVERY TIMES - ACCEPTANCES

- 2.1** The delivery or other performance times set out in the Contract are provided by the Seller for guidance only and shall be binding only as set out in the acceptance of the order. The event of force majeure shall include, but not be limited to, epidemics, pandemics, strikes, war, including civil war, lethal and/or warlike conflict, border closures in either of the two countries of the contracting parties, trade embargoes, civil unrest, earthquakes, tsunamis, natural disasters, floods, fires, social unrest, etc.

Also included:

- War (whether declared or undeclared), hostilities, invasion, acts by foreign enemies, widespread military mobilisation.
- Civil war, riot, rebellion or revolution, usurpation - military or otherwise - of power, insurrection, acts of terrorism, sabotage or piracy.
- Monetary and trade restrictions, embargo, sanctions.
- Act by a public authority, whether lawful or unlawful, enforcement of any law or governmental order, expropriation, occupation of works, requisition, nationalisation.
- Plague, epidemic, pandemic, disaster or extreme natural event.
- Explosion, fire, destruction of equipment, prolonged interruption to transport, telecommunications, information systems or energy.
- General labour disturbances such as boycotts, strikes and lock-outs, industrial action, occupation of factories and premises.

Also included in this section is the fortuitous event taken to be "any event that is impossible to foresee, or which, if foreseen, is unavoidable and therefore carried out without the fault of the person obliged to provide the performance".

- 2.2** The deadlines shall be extended as of right in the event of delays not attributable to the Seller, in particular in cases of force majeure or non-fulfilment of obligations by the Customer.
- 2.3** Upon receipt of the Products associated with the order by the Customer, the Customer shall have ten (10) working days for domestic orders and thirty (30) working days for international orders to verify that the material received is in conformity with the agreed conditions. Silence on the part of the Customer at the end of this period shall be construed as unconditional acceptance of the Products. Issuance by the Customer of reservations concerning minor defects that do not affect the essential functions and/or performance of the Products shall not hinder the acceptance of the Products. Regarding hidden defects or internal defects of the products delivered, the buyer shall have a period of 30 working days to make a claim to the seller from the date of delivery of the goods, hidden defects being taken to be those anomalies that make them different from those of their kind and quality, prior to the sale itself, and which was not known or recognisable from simple observation of the goods delivered for which it had a simultaneous period of observation as set out at the beginning of this condition, the hidden defect being of such a nature as to render the product unfit for the use for which it is intended.
- 2.4** Material inspection certificates shall be provided by the Seller only on request. The tests concerning the contract shall be carried out at a PLP Group facility by its human and technical resources. If another laboratory or inspection team is requested by the customer, the customer shall bear the costs associated with this.

CLAUSE THREE PRICE

- 3.1** The prices indicated in the commercial offer are established according to the INCOTERMS 2020 of the International Chamber of Commerce ("ICC"). In the absence of any reference thereto, the Ex-Works conditions shall apply.
- 3.2** Unless expressly stated otherwise, prices are fixed in euros.
- 3.3** The minimum order value is fixed at €300.
- 3.4** In the case of long-term supply contracts, the price may be revised after prior notification to the customer if the cost of raw materials has increased by more than 5%.
- 3.5** The sales prices are understood to be net prices, not including in any case taxes, duties and/or contributions.
- 3.6** In the event of supervening events that may alter the



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financial equilibrium of the Contract and that may hinder its implementation, the Parties undertake to negotiate in good faith its revision to re-establish a financial equilibrium satisfactory to both parties. In the absence of agreement, within thirty (30) days following written notification by the Seller, the latter may terminate the Contract as of right, without any compensation thereby becoming due.

CLAUSE FOUR INVOICING. PAYMENT

- 4.1 The method of payment shall be established upon acceptance of the order. Failing this, payment in advance shall be established prior to acceptance of the order.
- 4.2 Invoicing of the Products shall take place no later than 72 hours after the Products have been made available. When the Products are shipped by the Seller or, if applicable, when they are collected by the Customer at the designated storage place, the invoice shall be issued at the time the Product leaves the Seller's premises.
- 4.3 Any default in payment by the Customer, whether total, partial or late, the Seller reserves the right to claim from the Customer, notwithstanding the exercise of any other right, interest for late payment calculated on the basis of the annual interest rate applied by the European Central Bank to its main refinancing operations carried out just before the first calendar day of the half-year in question, increased by 10%.
- 4.4 In the case of contracts in which the Seller organises the transport, and this depends on an authorisation by the Customer, the shipment must be released within a period not exceeding 30 days from the availability of the products, whether this is total or partial. Otherwise, the Seller reserves the right to invoice the products.
- 4.4 Payments may not be subject to any deduction, withholding or set-off, even in the event of a dispute and/or litigation between the Seller and the Customer.

CLAUSE FIVE TERMS AND CONDITIONS OF PERFORMANCE. PACKAGING

- 5.1 The Customer shall provide the Seller in due time with all sketches, documents or other information necessary to execute the Contract. These shall be considered correct. In no event may the Seller be accused of any errors, in particular in the design or manufacture of the Products, where they are the result of defects in these documents or information provided by the Customer or third parties.
- 5.2 Only standard packaging selected by the Seller as part of the performance of the Contract shall be used, unless otherwise agreed.

CLAUSE SIX DELIVERY. TRANSFER OF RISK. RETURN OF GOODS

- 6.1 Delivery of the material shall be conditional upon the customer having no overdue or unpaid invoices.
- 6.2 Partial deliveries are permitted by express agreement.
- 6.3. The risks associated with the Products shall be transferred to the Customer at the time of delivery, according to the applicable Incoterm.
- 6.4 In the event of damage to the Products during transport, provided that such has been arranged by the Seller, the Customer shall notify the Seller immediately and irrefutably, precisely setting out the damage.
- 6.5 Returns of goods are only permitted with the prior written agreement of the Seller.

CLAUSE SEVEN GUARANTEES

- 7.1 The Seller warrants that the Products comply with the technical specifications. The warranty period is twenty-

four (24) months from the date on which the Products are made available according to the applicable Incoterm.

- 7.2 During the warranty period and provided that the defect is directly and solely attributable to the Seller, the Seller may, at its discretion: (i) repair, replace and/or amend the defective products, (ii) or reimburse the Customer the sale price of the defective products. If material is replaced, the Seller may request the return of the defective products, at the Seller's expense. These are the sole remedies for breach of the warranty, and Seller is not responsible for any other costs.
- 7.3 The Customer shall only benefit from the provisions of this clause 7, provided that: (i) they inspect the Goods according to clause 2.3; (ii) they inform the Seller in writing of the existence of hidden defects immediately upon discovery; (iii) they accurately describe the nature of the defects found; and (iv) they receive, handle, store, install, implement or use the Goods according to all relevant standards, specifications or recommendations, and that the Goods have not been damaged, amended, repaired or misused; (v) approval by the Seller, after inspection of the defects reported.
- 7.4 Defects resulting from (i) information and/or instructions given by the Customer and/or third parties, in particular regarding the design of the Products, materials, components and equipment, (ii) amendments and/or repairs carried out by the Customer and/or any third party, (iii) normal wear and tear of the Products, (iv) improper maintenance and/or failure to observe the operating and/or usage instructions, (v) the effects of chemical or electrolytic action are excluded from the warranty.
- 7.5 The guarantee only covers the replacement of defective material supplied by the Seller, under the same conditions as the Order placed. Seller disclaims all other warranties.

CLAUSE EIGHT LIABILITIES. PENALTIES. INSURANCE

- 8.1 The Seller, its suppliers and its insurers are exempt from any contractual or extra-contractual liability in the event of indirect and intangible damage caused by its products, including those arising from loss of profits, loss of production, loss of earnings, damage to brand image, even if the Seller has been informed of the possibility of such damage, which have been caused by inappropriate planning, design, installation, or merely by improper use, of the products and/or services delivered to the Customer.
- 8.2 At all events, the total and aggregate liability of the Seller, its suppliers and its insurers shall not exceed the tax-free amount of the sums collected by the Seller under the Contract.
- 8.3 Articles 8.1 and 8.2 shall not apply in the event of personal injury arising from gross negligence or wilful misconduct on the part of the Seller, provided that the Customer has proved that this is exclusively attributable to the Seller.
- 8.4 If the Contract provides for penalties, the Customer shall be entitled to claim only the indemnities set out therein, subject to the limitations set out in clause 8.

CLAUSE NINE PRIVACY. CONFIDENTIALITY. INTELLECTUAL PROPERTY

The Seller is the owner of all designs, sketches, specifications, documents, information or know-how which may be generated under the Contract, as well as any improvements, discoveries or inventions made, developed or designed during the performance of the Contract or resulting from the Contract. The Customer shall guarantee the confidentiality of such information and shall impose the same obligation of confidentiality on its employees, agents, suppliers or contractors. The Customer undertakes not to use, copy, reproduce, disseminate, communicate or publish in any form whatsoever or provide access to or use of the alleged



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information to third parties without the prior written consent of the Seller. The information referred to in this article shall remain the property of the Seller, who made it available to the Customer solely for the purposes of the Contract.

The sale of goods by the SELLER shall in no event convey any licence under any patent concerning the products or their composition, and the BUYER expressly assumes all risks of patent infringement due to their use or sale of production, individually or in combination with other materials or in any manufacturing operation in any process.

According to the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights and Royal Decree-Law 5/2018, of 27 July, the personal data provided by the CUSTOMER will form part of THE SELLER's customer file, the purpose of which is to maintain the contractual relationship, control and management of sales and the corresponding collections. The SELLER will treat such data in the strictest confidentiality, and undertakes not to use it for any purpose other than that for which it was collected, and to store it by taking appropriate measures to guarantee its security and prevent its being altered, loss, processed or accessed without authorisation. The SELLER undertakes to maintain professional secrecy regarding the aforementioned personal data, even after the contractual relationship has ended. The customer has the option of exercising the rights of access, rectification, cancellation and opposition by sending a written communication to the attention of the Data Protection Officer at the same address of the company.

CLAUSE TEN BREACH OF CONTRACT DUE TO FORCE MAJEURE AND OTHER CONTINGENCIES

Notwithstanding the provisions of the section regulating deliveries, the Seller shall not be deemed to be in breach of its obligations according to this contract if such a breach is due to an event beyond its control which it could not reasonably avoid or overcome, as set forth in Clause 2.1. The Seller shall inform the Customer of any force majeure occurring and of its possible consequences, which it shall endeavour to mitigate. The dates and deadlines provided for in the Contract shall be extended as of right from the communication and for the duration of the case of force majeure. If the force majeure continues for more than three (3) months, both parties reserve the right to terminate the Contract as of right and shall agree in good faith on the consequences of such termination.

CLAUSE ELEVEN SUSPENSION. TERMINATION

- 11.1 In the event of non-payment by the Customer of any payment due to the Vendor, the Vendor reserves the right to suspend or delay the deadlines to perform the Contract until full payment of the unpaid invoices.
- 11.2 This suspension or cancellation shall be notwithstanding any other rights of the Seller. At all events, the Customer shall: (i) implement all necessary means to preserve the physical integrity of all Products which have been delivered by the Seller and which have not been paid for in full, and (ii) affix to such Products an indelible mark attesting to the ownership of APRESA PLP-SPAIN S.A.U and, (iii) immediately return to the Seller such Products at the latter's first request and/or assist the Seller to proceed with the return of such Products as soon as possible.
- 11.3 The Seller shall be entitled to terminate the Agreement in writing immediately and as of right, if the Customer is in default of payment or in judicial liquidation. The Seller reserves the right to cancel the Contract in the event of loss of credit insurance cover, and shall inform the Customer immediately upon receipt of notification from the insurer.

CLAUSE TWELVE APPLICABLE LAW. ATTRIBUTION OF JURISDICTION

- 12.1 This contract is subject to Spanish law, excluding its rules of private international law and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. This contract shall be governed by the provisions set out herein, and in the absence thereof, by the provisions of the civil and/or commercial regulations applicable in each case depending on the purpose or use for which they are acquired by the customer, notwithstanding compliance with mandatory rules that may be applicable according to current law.
- 12.2 Any dispute between the parties to this contract which cannot be settled amicably shall be heard exclusively by the Commercial Court of Seville, Spain, even in the event of a guarantee claim, plurality of defence barristers or defendants.

CLAUSE THIRTEEN LICENCES, PERMITS AND AUTHORISATIONS

The Customer shall be responsible for obtaining and maintaining, at its own expense, from the relevant administrative authorities and control bodies, the permits, licences and authorisations necessary to perform the Contract (including in relation to the use, sale and distribution of the Products and/or services provided by the Seller). If necessary, the Customer shall also assist the Seller to obtain visas, permits and, during customs clearance operations for the Products.

CLAUSE FOURTEEN COMPLIANCE WITH LAWS AND REGULATIONS. ETHICS

The Seller adheres to ethical standards, respects laws and regulations concerning fair competition and prevention of corruption and expects its business partners to adopt similar behaviour.

CLAUSE FIFTEEN MISCELLANEOUS PROVISIONS

- 15.1 The Seller's waiver of a breach of a provision of the Contract or its silence shall not be construed as a waiver of its rights in the future.
- 15.2 All sketches, descriptions, specifications and illustrations contained in the Seller's catalogues or in any other medium are presented on an indicative basis and are non-binding, hence the data contained in the catalogues and technical documents shall be binding only if explicitly stipulated as such in the particular conditions, or in the offer and/or order drawn up or accepted by the Seller.
- 15.3 These conditions of sale may only be amended by a written agreement between the parties, such that any clauses or conditions that may be printed or handwritten in orders, letters or other documents issued by the CUSTOMER shall be invalid in this regard.
- 15.3 If any provision of the Contract is held to be invalid or unenforceable, it shall be treated as non-existent and it shall not render the other provisions of the Contract, or the only partially-affected provision, invalid.
- 15.4 RESERVATION OF TITLE. The SELLER shall retain title to the goods supplied until the agreed payments have been received in full. The CUSTOMER authorises the SELLER to register its reservation of title in public registries or records, and must provide any signature required for this purpose.