



**SALES GENERAL TERMS AND CONDITIONS
("TERMS AND CONDITIONS")**

1. APPLICATION OF THESE TERMS AND CONDITIONS:

These TERMS AND CONDITIONS shall apply to all deliveries made by SELLER, either now or at any future date, to the exclusion of BUYER's general terms and conditions of purchase or the like. BUYER's terms and conditions shall not apply unless otherwise and expressly agreed in writing.

2. DEFINITIONS: In these TERMS AND CONDITIONS, the following terms in capital letters, have, unless otherwise stipulated, the following meaning:

- **BUYER:** The entity purchasing the PRODUCT under the CONTRACT.
- **CONTRACT:** The (i) PURCHASE ORDER, and (ii) these TERMS AND CONDITIONS.
- **PRODUCT:** The products purchased by the SELLER pursuant to a specific PURCHASE ORDER.
- **PURCHASE ORDER:** The written document issued by the BUYER specifying the PRODUCT to be provided.
- **SELLER:** EDERFIL BECKER, S. COOP.

3. ACCEPTANCE OF THE CONTRACT: The BUYER's PURCHASE ORDER shall entail acceptance of the whole CONTRACT (whether express or implied), and otherwise BUYER's PURCHASE ORDER shall not be considered accepted by SELLER.

In the event of contradiction, the priority of the documents shall follow this order: (i) the PURCHASE ORDER; (ii) these TERMS AND CONDITIONS; and (iii) the SELLER's Code of Conduct, as published in the Ederfil Becker's Website.

The CONTRACT supersedes all previous terms, reservations, modifications, and/or agreements, whether written or oral. Moreover, the general terms and conditions or analogous documents of the BUYER are expressly excluded.

4. DELIVERY: Unless otherwise set forth in the PURCHASE ORDER, deliveries shall be made under Incoterms 2021, Ex Works Ederfil Becker.

Transport paid for by the SELLER shall be undertaken by the SELLER's nominated carrier.

SELLER's spools, barrels and covers shall be returned by BUYER to SELLER at BUYER's cost and risk in good conditions. BUYER shall compensate SELLER for damaged spools and covers, and BUYER shall be entitled to obtain the relevant payment and/or set-off. SELLER's notice regarding damaged spools and covers shall be binding unless BUYER disputes it in the term of 5 days after written notification by SELLER.

Spools, barrels and covers delivered with the PRODUCT, for which a deposit has been charged in the invoice, remain the property of SELLER and are only temporarily given to BUYER. The spools, barrels and covers are to be returned to SELLER after being emptied. If the spools, barrels and covers are returned in good condition within six (6) months of delivery, SELLER will give BUYER credit for 87 per cent of the amount of the deposit.

5. INSPECTION AND ACCEPTANCE OF THE PRODUCT:

BUYER must check whether the PRODUCTS supplied comply with the contractually agreed standards of quality. If no such check is made, or if it is not carried out sufficiently thoroughly, or if SELLER

is not notified about visible defects, including deviations in quantity or incorrect deliveries immediately after receipt of the PRODUCTS, then the PRODUCTS will be deemed accepted in respect of such defects. Hidden defects will be deemed accepted unless SELLER is immediately notified in writing of such defects upon discovery of same, or within 6 months of the PRODUCTS being delivered at the latest, the first to come.

Any such claim shall include a description of how the fault is exhibited. The PRODUCT that forms the subject of a claim shall be returned to the SELLER if the SELLER so desires at its own cost. Justified complaints checked and accepted by SELLER do not imply any liability on the part of the SELLER beyond either replacing the PRODUCT within a reasonable period of time or alternatively, if the SELLER so chooses, refunding the purchase price. The delivery of substitute PRODUCTS or repair does not lead to a recommencement of the limitation period.

If the BUYER makes a claim and the SELLER turns out not to be liable, the SELLER shall be entitled to compensation for the work involved and the costs incurred as a result. Beyond this, the SELLER has no liability for faults or deficiencies in the PRODUCT supplied. The SELLER can under no circumstances be liable for any consequential loss or damages.

6. TITLE: The title of the PRODUCT shall not pass to the BUYER until payment by the BUYER

7. PRICE AND PAYMENT: Unless a different payment term is expressly agreed, BUYER shall make payment in full within a maximum of 30 days from the date of each invoice. Payment shall be made in Euros by electronic funds transfer to the bank and account specified by SELLER without any withholding, deduction, set-off or counterclaim whatsoever.

If BUYER (i) is in default of this or any agreement with SELLER, (ii) breaches any agreement with SELLER or (iii) fails to make full payment when due hereunder, SELLER:

- is not obligated to ship any PRODUCTS,

- may require payment in cash or other security before shipment of PRODUCTS.

- May terminate this PURCHASE ORDER or the CONTRACT, at its own option, unless BUYER rectifies in the term of 30 days after receipt of written notice by SELLER.

Late payments will bear an annual interest of 10%.

To ensure proper payment, all invoices, Bills of Lading, Packing Lists, Labels, etc. must include the PURCHASE ORDER number.

It is expressly agreed that prices shall be adjusted in the event of significant variations in raw materials, cost of energy, transportation and/or any other necessary to produce or delivery the PRODUCT, implementing those increases. Significant variations are those above 10% of those costs at the effective date of the CONTRACT. In this event, the SELLER shall be entitled to request in writing a negotiation in good faith with BUYER to rebalance the obligations under the CONTRACT. If the parties do not reach an agreement on the update of prices in fifteen days following such written request, SELLER shall be entitled to terminate the CONTRACT with thirty days prior written notice to BUYER without any compensation.

8. LIABILITY: The SELLER shall not be liable for any economic loss or loss of profit (direct or indirect), or any special, indirect, incidental



or consequential damage or loss, or production losses howsoever caused, or any liability to any third party.

The rights and remedies set forth in this section constitute the exclusive rights and remedies of BUYER and its affiliates, stockholders, subsidiaries, employees, directors, officers and agents with respect to the matters indemnified under this section.

The BUYER is required to mitigate his loss as soon as a breach of contract is or ought to be known.

9. **FORCE MAJEURE:** Neither party shall be liable for any delay or non-performance of its contractual obligations where the delay or non-compliance is due to a force majeure event (that is, events which cannot be foreseen or which, being foreseeable, are unavoidable).

The party affected by a force majeure event will provide written notice to the other party within 2 calendar days of the occurrence of such force majeure event.

10. **COSTS:** New or increased taxes, duties, insurance premiums, port dues, or other similar charges which arise after the offer has been made or after the agreement has been reached, and which affect the PRODUCTS offered or sold, shall be paid by the BUYER.

11. **WARRANTIES:** The SELLER warrants that the PRODUCT shall be free of substantial defects and will be of the kind and quality confirmed to the BUYER. Except as otherwise agreed between the BUYER and the SELLER, the foregoing warranties and any other warranty under this Agreement, and any liability of the SELLER under such warranties shall terminate on the first (1) anniversary of the date of shipment of the PRODUCT, on which date all such liability of the SELLER shall terminate without further action by PURCHASER in this regard.

If the PRODUCT does not meet the above warranties, the BUYER shall promptly notify the SELLER in writing within the warranty period. The SELLER shall, with reasonable speed, repair or replace the defective PRODUCT, at its own option. If in the SELLER's reasonable judgment, the PRODUCT cannot be repaired or replaced, the SELLER shall refund, or credit monies paid by the BUYER for that portion of the PRODUCT that does not meet the above warranties. Any repair or replacement by the SELLER hereunder shall not extend the applicable warranty period. SELLER's liability, if any, for defective the PRODUCTS, is limited to replacement, repair, or refund of the defective PRODUCT, at SELLER's option. SELLER shall have no liability for defects that arise after the warranty period has expired.

The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use, and maintenance, and conformance with any applicable recommendations of the SELLER; (b) the BUYER promptly notifying the SELLER of any defects and, if required, promptly making the PRODUCT available for correction; and (c) modification or repair of the PRODUCT only as authorized by the SELLER in writing. The SELLER does not warrant the PRODUCT or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of the SELLER. Any modification or repair of any the PRODUCT not authorized by the SELLER shall render the warranty null and void.

12. **CHANGES:** Each party may at any time propose modifications or improvements that change the composition or makeup of the PRODUCT. SELLER is not obligated to proceed with any change until both parties agree upon such change in writing. The written

change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

The scope, price of the CONTRACT, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by the SELLER resulting from a change, after the SELLER's confirmation of the PURCHASE ORDER. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at SELLER's time and material rates.

It shall be acceptable and not considered a change if the SELLER delivers a PRODUCT that bears a different, superseding, or new part or version number compared to the part or version number listed in the CONTRACT.

13. **CONFIDENTIALITY:** SELLER and BUYER (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this CONTRACT. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for the PRODUCT shall be considered SELLER's Confidential Information.

The obligations of this Article shall not apply to any portion of the Confidential Information that:

- (i) is or becomes generally available to the public other than from disclosure by Receiving Party, its representatives, or its affiliates;
- (ii) is or becomes available to Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party;
- (iii) is independently developed by Receiving Party, its representatives, or affiliates, without reference to the confidential information;
- (iv) is required to be disclosed by law, a valid legal process provided that the receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperates in attempts to maintain the confidentiality of the Confidential Information.

14. **AMENDMENT:** No amendment or alteration of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto. No action by the SELLER will be deemed an acceptance by the SELLER of any purchase order from the BUYER with terms different than those contained in this CONTRACT.

15. **SEVERABILITY:** If any provision of this CONTRACT shall be held to be invalid or unenforceable for any reason, such provision shall not apply but the remaining provisions shall continue to be valid and enforceable.

16. **ENTIRE AGREEMENT:** The CONTRACT represents the entire agreement between the parties. No oral or written representation or warranty not contained in this CONTRACT shall be binding on either party. The BUYER's and SELLER's rights, remedies, and obligations arising from or related to the PRODUCT sold under this



CONTRACT are limited to the rights, remedies, and obligations stated in this CONTRACT. No modification, amendment, rescission, or waiver shall be binding on either party unless agreed in writing.

17. **APPLICABLE LAW:** The CONTRACT will be governed by Spanish law.
18. **LITIGATION:** Any dispute concerning the validity, interpretation, execution, and/or termination of THEAGREEMENT that may arise between THEPARTIES shall be submitted to the jurisdiction of the Courts of Tolosa, Gipuzkoa, Spain.