

GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS AND EQUIPMENT

1. PURPOSE

The purpose of these general terms and conditions (hereinafter, the "**General Terms and Conditions**") is to regulate the terms and conditions of the supply of good and/or equipment (hereinafter, the "**Goods**") specified in the corresponding order and its respective annexes, as well as in the particular terms and conditions that, if applicable, are reflected in the order.

The supplier of the Goods (hereinafter, the "**Supplier**") undertakes to carry out the supplies indicated in the corresponding orders, in accordance with the terms and conditions established in the order and with the highest degree of diligence and in strict compliance with the corresponding quality standards, ensuring the good image of REPOL S.L.U. (hereinafter, "REPOL").

None of the terms and conditions set forth in these General Terms and Conditions may be amended unless previously accepted by REPOL 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 be applicable, even if they have not been expressly rejected in writing by REPOL. These General Terms and Conditions, the order and any particular terms and conditions that may be agreed between the parties constitute the contractual agreement that shall govern the relationship between REPOL and the Supplier. In case of dispute, the following order of priority shall apply among the documents mentioned above: (i) contract or order; (ii) particular terms and conditions; and (iii) General Terms and Conditions.

These General Terms and Conditions can be consulted at <https://www.repol.com/condiciones-generales.php> and are made available to the Supplier for review and consultation at the time the order is submitted. Upon acceptance of the order and of the particular terms and conditions set forth therein, the Supplier also accepts these General Terms and Conditions.

2. NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, only subject to the reasonable instructions and guidelines given by REPOL in relation to the Goods supplied and neither the Supplier nor any of its employees or, if applicable, its subcontractors shall have the express or implicit right or authority to assume or create any obligation or liability for or on behalf of REPOL nor to link to it in any way.

3. ACCEPTANCE OF THE ORDER

Unless otherwise stated in the order, the order shall be deemed accepted by the Supplier if there is no reasonable objection within 5 business days from the date of issue of the order.

Nothing in these General Terms and Conditions or in the terms and conditions set forth in the order or in the particular terms and conditions shall limit or exclude any other guarantee 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 forth in the order, in the particular terms and conditions or in these General Terms and Conditions, REPOL reserves the right to cancel the order, subject to prior notice to the Supplier, without prejudice to any other action it deems appropriate in defence of its interests.

4. IDENTIFICATION OF THE GOODS

The Goods subject of the order shall be correctly identified, stamped or marked indelibly with the design or manufacturing code, or with REPOL's material number, which is contained on each item of this order, to be able to carry out the entry into REPOL's warehouse.

This condition shall be essential to accept the Goods.

Any correspondence, documentation, package or parcel in connection with this order, must make reference to the corresponding order number, without which requirement may REPOL refuse to allow its unloading and return it to the Supplier.

5. QUALITY CONTROL AND TESTING CERTIFICATES

The Goods subject of the order shall be accompanied by the corresponding certificates for quality control of materials and tests to which they have been subjected, complying in all cases with applicable Spanish and European Union legislation.

The performance of analyses and tests by REPOL on the Goods does not exempt the Supplier from liability for any defect in the quality or quantity that REPOL detects at the time of subsequent checks under the terms set forth in these General Terms and Conditions.

6. PRICES

The prices are to be understood as fixed, with no type of review being allowed, unless this is explicitly stated in the order. There shall be no charge for packaging, transport, haulage, transport insurance and similar, unless this is expressly indicated in the text of the order.

In the event that INCOTERMS rules are included in the order or in the particular conditions, the terms and conditions of the order and, if applicable, of the particular terms and conditions shall be governed according to the latest INCOTERMS published by the International Chamber of Commerce.

7. DELIVERY

The Supplier shall deliver the Goods at the time, place and conditions specified in the order, at the unloading time duly authorised by REPOL. The delivery must be made under the transport terms specified in the order. The Supplier is aware and accepts that the deadlines indicated in the order are essential for the proper fulfilment of the supply of the Goods and, therefore, shall be strictly observed by the Supplier.

If REPOL is for any reason unable to take delivery of the Goods delivered on time, it shall agree with the Supplier the necessary measures to store them and take reasonable care of them so that they are not damaged until they can be received by REPOL.

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

REPOL shall have the right to inspect the Supplier's premises on reasonable terms, to inspect compliance with the deadlines for the delivery, as well as the quality of the Goods.

In the case of breach of any of the deadlines, REPOL, reserves the right to cancel all or part of the order, or to return all or part of the Materials, if any had been received after the due date, without this meaning any cost to REPOL. Likewise, REPOL reserves the right to claim from the Supplier the difference between the price agreed between the Supplier and REPOL and the price that must REPOL finally pay to other suppliers to which it must resort for the supply of the Goods not supplied by the Supplier, despite the acceptance of the order.

All of the foregoing is without prejudice to REPOL's right to take any action it may be entitled to under the applicable law to obtain the corresponding compensation for damages, neither substitutive nor cumulative not in lieu of and in addition to the payment of penalties for failure to comply with the delivery date that may be applied to the Supplier in accordance with the provisions of the order or, if applicable, with the particular terms and conditions.

8. RECEPTION OF THE MATERIAL

All shipments must be made in the manner indicated on the order or, where applicable, in the particular terms and conditions.

Unless another address is specifically indicated in the order or, if applicable, in the particular terms and conditions, all deliveries shall be sent to REPOL SLU, Polígono Industrial Mijares, C/ Industria 15, 12.550 Almazora, Castellón, where the delivery and reception shall take place.

If nothing to the contrary is specified in the text of the order, in the particular terms and conditions or in the agreed INCOTERM, the transfer of ownership is deemed to coincide with the fact of reception, with all risks being borne by the Supplier until valid reception by REPOL. This is without prejudice to any right of REPOL to reject or return the Goods in accordance with these General Terms and Conditions and the applicable regulations.

For the reception of the Goods by REPOL, it shall be essential that the Supplier observes the instructions indicated in Clause 4 above of these General Terms and Conditions.

All materials shall be of exactly the quality specified in the order, in the particular terms and conditions and in the specifications provided by the Supplier at the time of establishing the business relationship with REPOL. In case the Supplier has any queries about the order, or the specification contained in the order is unclear or incomplete, the Supplier shall request the clarifications it deems necessary.

REPOL reserves the right to inspect and check the Materials included in the order, without this exempting the Supplier from its liability for undetected defects.

All Materials rejected for not having the proper quality or for being for different amounts to those set out in the order, shall be returned to the Supplier with the latter bearing all costs incurred by the return. Rejection of a Material may result in total or partial cancellation of the order by REPOL.

9. SPECIFICATIONS, QUALITY and GUARANTEE

The Supplier guarantees that the Goods comply with their intended purpose and shall conform in all respects with the models, specifications, declarations and other characteristics that have been agreed or offered by the Supplier to REPOL, both at the time of initiating the business relationship and at the time of responding to the request for quotation sent by REPOL, in accordance with the terms of the order and, if applicable, with the particular terms and conditions binding it. The Goods shall be manufactured with appropriate materials and without defects of any kind, the Supplier also ensuring the correct implementation and design, which must correspond entirely with the samples or models supplied or accepted by REPOL. The conformance obligation extends, if applicable, to the correct installation of the Goods, as the case may be.

The Goods must pass the acceptance tests as stipulated in the order and, where applicable, in the particular terms and conditions and within the deadlines established for this purpose.

The rejected Goods must be repaired or replaced, at the choice of REPOL and at no cost to REPOL. Alternatively, once REPOL identifies any non-compliance in the specifications, qualities and/or quantity of the Goods, REPOL may, unilaterally, terminate the order, either partially by referring to the non-compliant Goods, or extending it to the rest of the order and in this case at the Supplier's expense, prior notification to the Supplier for mere record and information.

REPOL's signature on the delivery note shall only prove that the Goods have been received. It shall not be presumed by REPOL's signature that the Goods have been delivered in conformity, with the quality required by the order and the minimum quantity.

Without prejudice to any longer guarantee period established by the applicable regulations or expressly agreed in the order or in the particular terms and conditions, all Goods shall be guaranteed by the Supplier against all defects for a period of one (1) year from the date they are put into service, unless otherwise agreed in the particular terms and conditions. At REPOL's request, during the guarantee period, the Supplier shall repair or replace any Material found to be defective, at no cost to REPOL. While the Goods are under repair or pending replacement, the guarantee period shall be suspended and shall resume once REPOL is able to enjoy the Goods again to its satisfaction.

In the event that the Supplier has to access REPOL's facilities to repair or replace the Materials covered by the corresponding order, the Supplier shall submit all the documentation and comply with all the requirements demanded by REPOL through the BIA360 platform.

If the Supplier does not proceed with the repair or replacement of the defective Material within a reasonable period of time, REPOL may take the necessary measures for this, with the Supplier being liable for all the expenses which may be incurred.

The marketing of any chemical product must be carried out in compliance with Regulation 1907/2006/EC of the European Parliament and of the Council, of 18 December 2006 ("REACH"). This regulation requires communication in the supply chain and non-compliance can lead to serious penalties.

It is therefore mandatory for the Supplier to provide us, on their first supply and in case of any change, with the following documentation concerning the Products - substances, mixtures and/or articles - that they supply to us, as set out 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 according to REACH.
- Written communication, preferably a signed, stamped certificate, indicating that the Product has been pre-registered or registered, as applicable. It is a good idea to include the pre-registration number for each substance and it is mandatory to include the registration number of each substance in case this has been done.
- Written communication, preferably a signed, stamped certificate, of the intention to register under REACH.
- Signed, stamped certificate stating that the Products supplied do not contain **SVHC** (Substances of Very High Concern) or, if not, the communication to the European Chemicals Agency ("**ECHA**") that these substances have been notified.
- Signed, stamped certificate stating that the packaging of the Products supplied you supply to us does not contain SVHC (Substances of Very High Concern) or, if not, the communication to ECHA that these substances have been notified.
- Written communication of the data of any authorisation or restriction.

10. CONDITIONS OF PAYMENT, INVOICING AND TAXES

Payment shall be made by confirming, according to the payment conditions previously agreed in the order or in the particular terms and conditions. The Supplier shall send invoices by e-mail to the following email: facturas.repol@ube.com.

Invoices shall state the order number, number and date of the invoice and date of delivery of the Goods. REPOL may at any time require original proof of delivery of the Goods covered by these General Terms and Conditions, as specified in the order or in the particular terms and conditions.

In addition, for the purpose of the VAT they shall include: name and surname or company name, Tax Id/Corporate Id (N.I.F./C.I.F.) and address, both of the Supplier and of REPOL, place of issue, taxable bases, rates and fees of VAT and total value of the invoice.

Invoices cannot be paid by REPOL unless they comply with the requirements set out in this clause.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

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

In this regard, the Supplier agrees to hold harmless and compensate REPOL from and against any and all claims, lawsuits, losses, costs, damages suffered and liabilities resulting from the actual or alleged breach of this class, and shall, at REPOL's choice, take over the defence, or assist the Supplier in the defence, before any proceedings initiated due to this. REPOL is the owner of the trademarks, distinctive signs, patents, utility models, industrial models, complementary product protection certificates, copyrights, software and related rights, business and industrial secrets, knowledge and experience, as well as any other intellectual or industrial property rights and other intangible assets used in the course of business or in the exercise of its commercial activity, which may not be used by the Supplier under any circumstances, unless expressly authorised by REPOL.

12. LIABILITIES AND INSURANCE

Without prejudice to the liabilities specifically assumed by the Supplier in these General Terms and Conditions and in the order or in the particular terms and conditions, the Supplier understands that by accepting the order, it undertakes to compensate and hold REPOL harmless from any claims, damages or liabilities, which may arise due to defects in the Goods supplied by the Supplier.

The Supplier undertakes to take out the insurance policies, as specified in the particular terms and conditions of the order, which REPOL considers necessary to cover the risks referred to in the preceding paragraph, and shall, at REPOL's request, provide it with a copy of the corresponding policies. Likewise, the Supplier shall provide REPOL with the corresponding proof of payment of any other policy it deems necessary to cover the risks arising from the supply of Goods as indicated in the order.

13. INSTRUMENTS AND MOULDS

All instruments, components, materials or moulds, drawings, documentation, instructions, supplied by REPOL to the Supplier for the performance of the purpose of the contractual relationship existing between REPOL and the Supplier for the execution of the order shall be borne by the Supplier as soon as they have left REPOL's premises, but shall remain the property of REPOL. REPOL shall have the right to inspect the Supplier's premises under reasonable terms, 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 shall be returned to REPOL upon simple request of the latter or, failing this, when the contractual relationship binding the parties is terminated.

14. ASSIGNMENT AND SUBCONTRACTING

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

15. CONFIDENTIALITY

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

Any communication to third parties of information of a confidential nature, even when such information is to 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 contractual relationship bind the parties, the Supplier shall return to REPOL all material provided by the latter, as well as all copies made, except for a copy of confidential information that the recipient may retain in its legal files.

The obligations under this provision shall survive the termination of the contractual relationship binding the parties until such time as such information otherwise lawfully enters the public domain.

16. FORCE MAJEURE

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

The parties shall not be liable for total or partial failures or delays in the performance of the supplies, if such failures or delays are due to force majeure. The party claiming the force majeure must communicate to the other party the force majeure to which it is subject to as soon as possible, pledging to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the compliance of their obligations to this situation. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle REPOL to terminate the order without incurring any compensation obligation in favour of the Supplier.

17. TERMINATION

Without prejudice to the other grounds for termination set forth in these General Terms and Conditions, in the order and/or the particular terms and conditions, REPOL may terminate its contractual relationship with the Supplier, in whole or in part, if the Goods do not fully comply with the requirements of the order, of the particular terms and conditions and of these General Terms and Conditions. REPOL may in such a case enter into a coverage contract to obtain equivalent goods from a third party and the Supplier shall be liable for any additional costs incurred by REPOL, including the higher price. The contractual relationship shall be terminated as of right by the mere extrajudicial notification made by REPOL to the Supplier to that effect.

18. AMENDMENT OF THE ORDER'S TERMS AND CONDITIONS. CANCELLATION OF THE ORDER

REPOL may, at any time, exercise the right to change the terms of the order or, as the case may be, cancel the order by giving written notice to the Supplier at least ten (10) days prior to the date on which the Goods are to be delivered. Upon receipt of such notice, the Supplier shall immediately cancel or make the necessary adjustments to its orders for materials, ancillary facilities and supplies related to the order and thereafter only what is necessary by Supplier to preserve and protect the work already performed shall be undertaken as deemed necessary by REPOL. The Supplier shall allow immediate possession to be taken of that part of the Goods already manufactured and duly paid by REPOL. In the event of cancellation, REPOL shall pay the Supplier, independently of the corresponding payments for work already carried out, as damages, the amount of the direct expenses which, as a consequence of the termination of the order, have unavoidably arisen for the Supplier, the burden of proof being on the Supplier, both with respect to the existence and the nature of the damages arising, without therefore the payment of any additional compensation in favour of the Supplier. In turn, the Supplier assumes the obligation to minimise these expenses.

19. CODE OF ETHICS AND CONDUCT

REPOL 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 to be familiar with the contents of the aforementioned Code of Ethics and Conduct available at <https://www.ube.es/wpcontent/uploads/2021/01/Codigo-Etico-y-de-Conducta-1.pdf> and adheres to the principles contained in it, undertaking to act in accordance with the provisions contained therein.



20. DATA PROTECTION

The Privacy Policy applicable to these General Terms and Conditions can be consulted by the Supplier at https://www.repol.com/HTML/informe_privacidad.php

21. JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions and the order shall be governed by and construed 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, with express waiver by the parties of any other jurisdiction.

Revised version November 2024