

## General Conditions of Sale

### 1. Subject matter and scope

1.1. The present General Conditions of Sale (hereinafter the "GTCS") shall govern the contractual relations between REPOL S.L.U. and its customers (hereinafter the "Customer"), derived from the sales of its technical plastic compounds (hereinafter the "Product" or the "Products") that REPOL S.L.U. makes to the Customer for the orders that the Customer places with REPOL S.L.U. and that REPOL S.L.U. accepts.

1.2. The Client accepts without reservation the GTC when placing an order for Products with REPOL S.L.U., having prior knowledge of their content through the link <https://www.repol.com/general-conditions-of-sale.pdf> which is included in the offers and invoices that REPOL, S.L.U. issues. In addition, the GTC are accessible through the main menu of the REPOL, S.L.U. website [www.repol.com](http://www.repol.com).

1.3. The GTCS exclude the application of any general conditions of purchase proper to the Client.

1.4. The orders for the sale of Products will be governed, therefore, by the GTCS; which will be completed, where appropriate, by the particular conditions that REPOL S.L.U. and the Client may agree upon. These particular conditions will prevail over the GTCS when REPOL S.L.U. has accepted them expressly and in writing.

### 2. Formulation of orders

2.1. The Customer shall send REPOL S.L.U. the orders for the Products in writing (e-mail), specifying the type of Products, quantity (in the case of "closed" orders) and requested delivery date; as well as the reference of REPOL S.L.U., if applicable.

2.2. The order must be accepted by REPOL S.L.U. in order for the agreement for the sale of the Products to be understood as completed and binding. Within a maximum period of 7 days following receipt of the order, REPOL S.L.U. shall inform the Customer of its acceptance. Once this period has elapsed without any response, the order shall be deemed to have been rejected. Once an order has been accepted by REPOL S.L.U., the Customer may not make total or partial cancellations of the order unless he/she reaches an agreement with REPOL S.L.U. on the conditions for the total or partial cancellation of the order

If there are subsequent changes to the circumstances existing at the time of acceptance of the order by REPOL, S.L.U. which impose more onerous conditions on REPOL, S.L.U., REPOL, S.L.U. shall be entitled to make an equitable adjustment to the contractual conditions in order to fully reflect the consequences of the new or amended rules or regulations.

2.3. The order will be considered "closed" when the Customer specifies the specific quantity of Products that REPOL S.L.U. will have to deliver to fulfil the order, as well as the requested delivery date. The order will be "open" when the Customer indicates to REPOL S.L.U. a minimum figure or global forecast of consumption of Products during a specific period of time, the quantities that may be indicated (by way of a "delivery plan") having only an estimated value. In the case of an "open" order, the successive delivery dates and the quantities to be supplied at each moment will be specified successively, by means of "notes" issued by the Customer and accepted by REPOL S.L.U.

REPOL S.L.U. is under no obligation to accept any order and therefore reserves the right to reject it, without any liability whatsoever arising therefrom.

## 3. Delivery

3.1. The delivery times for Product orders shall be understood to be estimated or approximate, and in no case shall their fulfilment be considered an essential condition unless this has been expressly agreed in the specific conditions referred to in section 1.4. Therefore, REPOL S.L.U. shall not be liable to the Customer for any delays in the delivery of the Products.

3.2. In any case, REPOL S.L.U. shall endeavour to meet and supply Product orders within the deadlines agreed with the Customer, provided that its resources and production capacities allow it to do so. Likewise, REPOL S.L.U. may make partial deliveries of the order, with each partial delivery accruing the corresponding payment obligation payable by the Customer.

3.3 REPOL S.L.U. shall deliver the Products to the place and according to the ICC Incoterms® rules in force at the time, as agreed with the Customer in the sales contract. The risk, transport and insurance liability, as well as the point of delivery, shall be governed by the ICC Incoterms® specifically agreed.

3.4. The absence of any agreement in this respect shall imply that the goods shall be sold under the terms of Incoterms 2010 "Ex Works" and at the REPOL S.L.U. manufacturing plant.

3.5. With regard to the ownership of the Products, in the event and in the event that nothing is agreed in this respect, the provisions of General Condition 5.7 shall apply".

## 4. Compliance and complaints

4.1. The Customer's conformity with regard to the quantity of Products delivered in respect of an order in question shall be confirmed by signing the corresponding delivery note at the time of delivery. If the Customer does not make a complaint about a possible defect in quantity at the time of receiving the Products, REPOL S.L.U. shall not assume any liability whatsoever. In any case, the Customer shall have a period of 72 hours to complain to REPOL S.L.U. about a possible defect in quantity.

4.2. The Customer must examine the Products, as soon as possible after receipt, to verify their conformity with the type of Product ordered, and the absence of apparent or hidden defects in them. In any case, after receiving the Products, the Customer shall have a period of 72 hours to complain to REPOL S.L.U. for any difference in the type of the Products delivered with those ordered or for the existence of an apparent defect in them. If the Customer detects a possible internal or non-apparent defect in the Products, the period available to claim to REPOL S.L.U. shall be 30 days after receipt if the purchase has been made firmly. In the event that the product was deposited in the Customer's warehouses, the period shall be 30 days after REPOL S.L.U. has been notified of its consumption.

4.3 REPOL S.L.U. shall not accept any complaints received after the expiry of the aforementioned deadlines. If the Customer's complaint is justified and received in due time, REPOL S.L.U. shall have the sole and exclusive obligation to replace the defective Products with replacement Products, and shall not be liable for any damage or loss that may arise for the Customer as a result of the delay or non-delivery of conforming Products, in particular for loss of profit, loss of production or loss of profit, in accordance with the provisions of Condition 6 below.

4.4. The possible replacement of the Products shall not entail the return of the non-conforming Products, unless REPOL S.L.U. so authorises or expressly requests.

4.5. In any case, at the time of submitting the claim to REPOL, S.L.U., the Customer must indicate: i) a detailed description of the damage or discrepancies with the Products ordered; ii) if applicable, the amount of such damage and the documentation justifying it, including photos of the damaged products; iii) reference to the clause of these GTC or the Order under which the claim is submitted; and iv) any other information necessary to substantiate the claim. Likewise, the Customer, at the request of REPOL, S.L.U., shall provide all such documentation and evidence as REPOL, S.L.U.'s insurer may request in order to meet its claim. Any delays that may arise in dealing with the Client's claim due to the failure to provide the documentation in the time and manner established by the insurance company cannot be attributed to REPOL, S.L.U. 4.6. In the event of a delay in the receipt of the Products by the Customer, REPOL S.L.U. may store the Products at the Customer's expense and risk in REPOL S.L.U.'s own premises or in those of a third party. In any case, REPOL, S.L.U. reserves the right to add to the price of the Products any additional costs due to delays in receiving the Products for reasons attributable to the Customer.

## 5. Price and terms of payment

5.1. The selling prices of the Products shall be those set out in REPOL S.L.U.'s offers, communicated to the Customer, or in the specific conditions agreed between REPOL S.L.U. and the Customer. The corresponding taxes shall be added to these prices.

5.2. The prices shall be understood to include everything that REPO S.L.U. must provide or carry out (packaging costs, shipping costs, customs duties, taxes, transport costs in force on the day of delivery, etc.) in order to deliver the Products in accordance with General Condition 3.3.

5.3 REPOL S.L.U. may modify the selling prices of the Products at any time. The increase in the selling price shall not affect orders for Products in progress, which have been previously accepted by REPOL S.L.U. In the event that the Customer places an order for Products at the wrong price, REPOL S.L.U. shall communicate the correct price and, where appropriate, its acceptance of the order, provided that the Customer expressly confirms this (with the correct price) within the following two days.

5.4. The Customer shall pay the price corresponding to each order for the Products, in accordance with the conditions agreed with REPOL, within a maximum period of 60 days from the date of the invoice issued for this purpose by REPOL S.L.U., which shall coincide with the date of dispatch of the Products. The fulfilment of this obligation to pay within the established period by the Client is an essential condition of these GTC.

5.5 In the event of total or partial non-payment of the price of any order of Products, on the due date, in application of Law 3/2004 of 29 December, Article 5, the amount due and unpaid shall accrue the corresponding interest for late payment without the need for notice of maturity or any intimation by REPOL S.L.U., in addition to the Customer being responsible for the return costs that REPOL S.L.U. may incur. Furthermore, REPOL S.L.U. shall be entitled to suspend or cancel pending deliveries of Products to the Customer until the order for which payment is due and payable is paid, or to require advance payment of any new order.

5.6 REPOL S.L.U. shall be free to set a credit limit for each customer and to make deliveries conditional on not exceeding this limit or on the presentation of a sufficient guarantee of payment. In the event of total or partial default or mere delay in payment, REPOL S.L.U. shall be entitled to recover the unpaid goods or to claim the amount thereof, in both cases with compensation for any damages that may have been incurred.

5.7 REPOL S.L.U. reserves the right of ownership of the Products sold until full and effective payment by the Customer of the price and amounts invoiced. Consequently, until full payment of the invoiced amounts has been made, the Client shall be a mere depositary of the Products, without this implying exemption from the liability regime arising from the delivery and transfer of possession. If the Products for which REPOL S.L.U. remains the owner are processed, combined or mixed with other products, it shall acquire co-ownership of the new product (the "New Product") in the percentage resulting from dividing the final invoiced price of the Products (including VAT) by the total value of the New Product (i.e. the price of the other products at the time of processing, combining or mixing plus the aforementioned final invoiced price of the Products (including VAT)). The New Product shall be subject to the same terms as governed by this Condition. The Customer may dispose of the New Product (with the exception of its pledging or assignment) as long as it complies with its obligations to REPOL S.L.U. in due time and form, and shall assign to REPOL S.L.U., at the latter's request, as security and in the amount of the portion of ownership that corresponds to it, the credit rights resulting from the resale of the New Product.

## 6. Responsibility

6.1. The Customer is solely responsible for the use or function for which the product provided by REPOL S.L.U. is intended. In this regard, the Customer shall not be entitled to return the Products and claim the price paid. Any technical advice provided by REPOL S.L.U. verbally, in writing or by carrying out tests, before and/or during the use of the Product, is provided in good faith but without warranty. REPOL S.L.U.'s advice does not release the Customer from its obligation to test the Product supplied to determine its suitability for the processes and uses for which it is intended.

6.2. REPOL S.L.U. shall not be liable for damages caused by defects in the Products, except where it is expressly obliged to do so by virtue of applicable mandatory law. Furthermore, REPOL S.L.U. shall not be liable for incidental, indirect or consequential loss or damage, loss of profit, loss of production or profits, risks of development of the Products.

6.3. In any case, if REPOL S.L.U. is obliged to assume any liability for damages suffered by the Customer, such liability shall be limited to an amount equivalent to the amount corresponding to the order of the Product causing the damage, unless an applicable mandatory law imposes a higher quantitative limit on REPOL S.L.U.. Likewise, the Customer may not claim against REPOL S.L.U. for any damage after one (1) year has elapsed since the risk of the Products has been transferred to the Customer in accordance with the provisions of Condition 3.3 above, unless the applicable law establishes a longer period of time on an imperative basis.

6.4. The Customer shall be solely liable, exonerating REPOL S.L.U. as appropriate, for any damages arising against its own employees or third parties as a result of improper use, storage, conservation, handling or transformation of the Products; in particular, but not limited to, when the Customer has not observed the indications, warnings or instructions that REPOL S.L.U. may have provided in this regard.

6.5. REPOL S.L.U. shall not be liable in any case to third parties for causes beyond its control, including non-compliance by the Customer with the regulations applicable to products and chemical substances. In the event that the Customer does not provide technical information or precise instructions to the end user of

the Products that REPOL, S.L.U. has transmitted to it or that it was obliged to request from REPOL, S.L.U. and has not requested them, REPOL, S.L.U. shall not be liable under any circumstances to third parties for any damage or harm caused in these cases. Similarly, in the event that the Customer is obliged to provide information or instructions to REPOL, S.L.U. in relation to the particular uses that are to be made of the Products, and does not provide this information or instructions, REPOL, S.L.U. shall not be liable under any circumstances for any damages that may be generated by this lack of information or instructions from the Customer. In all the cases contemplated in this clause, the Customer shall hold REPOL S.L.U. harmless from any liability for any claims, damages and/or losses arising, directly or indirectly, from the breach of the obligations assumed by the former by virtue of their contractual relationship.

6.6. The final holder for this type of industrial packaging shall be responsible for the correct environmental management of the packaging, used packaging or packaging waste.

## **7. Compliance with technical provisions relating to the Products**

7.1 The Customer acknowledges that some of the Products supplied by REPOL, S.L.U. 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, assigned, transferred, etc., nor may they be used for any purpose other than that agreed with REPOL, S.L.U. The Customer is responsible for compliance 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 transport or for military applications.

7.2 The Customer undertakes that the Product delivered under the Order shall not be re-exported to any destination prohibited by the legislation of the country in which the Product was manufactured.

7.3 The Customer warrants that it complies with all requirements applicable to it under 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 Products and the uses to which it will put them.

## **8. Force Majeure**

8.1. REPOL S.L.U. shall not be liable for any failure or delay in the fulfilment of its obligations to the Customer, if this is due to any unforeseeable circumstances or force majeure affecting both REPOL S.L.U. and its suppliers or carriers, including strikes, other labour or industrial contingencies, lack of or impossibility of obtaining raw materials, etc. The term force majeure as used in these GTC means, but is not limited to, any event, whether accidental or not, beyond the control of REPOL, S.L.U., including, without limitation, acts of government or sovereignty, war (whether declared or not) or national emergency or defence requirements, riot, insurrection, civil commotion, strikes, lack of transport, factory accidents, sabotage or other disturbances, fire, explosion, flood, epidemic, acts of God or any other cause and, more generally, any other circumstance or situation (including breakdown of machinery, general, territorial or sectoral strikes, lockouts, reduction of working hours or other industrial or industrial action), whether similar or different, which is reasonably beyond the control of REPOL, S.L.U.

If the cause of force majeure lasts for more than 2 months, REPOL S.L.U. or the Customer may consider the orders for Products in progress to be cancelled and without effect, without any indemnity or compensation whatsoever in favour of the Customer.

## 9. Resolution

Either Party may seek to terminate an Order issued pursuant to these GTC, for reasons other than those provided for above, when any of the following circumstances arise: (i) by mutual agreement between the Parties; (ii) when the other Party is in breach of all or part of any legal or contractual obligation.

## 10. Miscellaneous provisions

**10.1 Data protection.** For the execution of the contractual relationship between the Client and REPOL, S.L.U. it is necessary for both Parties to communicate personal information relating to contact persons who manage their relationship with the other Party.

The personal data of any representative natural person or contact person providing services to the Parties shall be processed by and under the responsibility of the other Party for the purpose of managing, maintaining, developing, controlling and improving the contractual relationship between the Parties, limited to the minimum essential data. The data subject to processing shall be kept for the duration of the contractual relationship between the Client and REPOL, S.L.U.

The legal basis for the processing of the data is the legitimate interest of the Parties in maintaining the contractual relationship, with no provision for their communication to third parties, unless this is essential for the development and execution of the contractual relationship.

Data subjects may exercise their rights of access, rectification, deletion, opposition, portability and limitation of processing by sending a communication to the addresses indicated in the Order, attaching their ID card or equivalent document proving their identity. The interested parties have the right to seek the protection of the Spanish Data Protection Agency through its website [www.agpd.es](http://www.agpd.es).

**10.2 Assignment.** The rights and obligations assumed by each of the Parties by virtue of the present GTCG are not transferable and may not be assigned to any third party without the prior, express and written consent of the other Party.

**10.3 Waiver.** It shall not be understood that there is a waiver by the Parties of any of the rights arising from the GTC or the Orders or derived from the non-fulfilment of the same unless said waiver is made expressly and in writing.

**10.4 Notifications.** All notices and communications required or permitted by these GTC shall be in writing and shall be deemed to have been duly given if sent and delivered to the addresses indicated in the Orders.

**10.5 Partial nullity.** The invalidity of one or more clauses of these GTC shall not affect the validity of the remaining clauses, nor shall it prejudice the enforceability of the remaining clauses. Likewise, it is the intention of the Parties to substitute any invalid or null term or clause with a valid and enforceable term or clause, as the case may be, that complies with the meaning, purpose and economic content of these GTC and that is in terms as similar as possible to the invalid or null clause.

**10.6 Versions.** These CCGG have been translated into several languages. In the event of any differences or discrepancies between the translated versions of the CCGG and the Spanish version, the Spanish version shall prevail.



## **11. Applicable Law and Competent Jurisdiction**

10.1. The contractual relations between REPOL S.L.U. and the Client, which are the object of the present GTC, shall be governed solely by Spanish Law.

10.2. For the resolution of all litigious matters derived from the contractual relations that are the object of the GTC, REPOL S.L.U. and the Client submit themselves, expressly renouncing any other jurisdiction that may correspond to them, to the territorial jurisdiction of the Courts of the city of Castellon.