General terms and conditions for the supply and provision of services

ASK CHEMICALS ESPAÑA, S.A.U.

1. General

1.1. These General Terms and Conditions of Sale (the "General Conditions") shall apply to:
i. all offers, quotations, and order confirmations issued by ASK CHEMICALS ESPAÑA, S.A.U. or any company within its group (the "Supplier"), and
i. all Contracts (as defined below) between the Supplier and any (potential) buyer ("Buyer").

1.2. "Order Confirmation" means the written confirmation issued by the Supplier indicating its willingness to sell or supply to the Buyer the products and/or services described therein. "Order" means the oral or written request by the Buyer to purchase any products and/or services from the Supplier.

1.3. A contract ("Contract") shall exist if:
i. the Supplier confirms the Contract in writing via an Order Confirmation, or
i. even if no Order Confirmation has been sent, the Supplier has begun supplying the products and/or services and the Buyer has not immediately objected in writing.

1.4. The Supplier may withdraw its offers and quotations without prior notice and at any time before the Contract is concluded.

1.5. Order cancellations and returns of products and/or services for credit will not be accepted. The Order shall be binding on the Buyer and open for acceptance by the Supplier during the validity period specified therein or, if not specified, for a period of 180 days from the date of issuance.

1.6. By entering into a Contract with the Supplier, the Buyer is deemed to accept these General Conditions as an integral part of the Contract. Unless expressly agreed otherwise in writing with the Supplier, these General Conditions shall prevail over any additional or contrary terms stipulated or provided by the Buyer.

2. Prices

2.1. Prior to the conclusion of the Contract, prices offered, quoted, published, or communicated by the Supplier shall not be binding and may be changed at any time without prior notice, particularly to reflect any cost increases incurred by the Supplier due to the imposition or establishment by any governmental authority or any authority of any country of any duty, tax, import tariff, or other charges.

2.2. Unless expressly agreed otherwise in the Contract, the prices offered by the Supplier exclude taxes, packaging, and transportation costs, and are "Ex Works" prices, in accordance with Incoterms 2010.

2.3. All sales will be invoiced including applicable duties, taxes, tariffs, and costs related to customs procedures for export.

3. Payment Terms

3.1. All payments shall be made in the currency indicated on the invoice, within the established period, without any discount or offset under any circumstances, unless otherwise agreed in the invoice. The Buyer may not suspend its payment obligations.

3.2. Without prejudice to any contractual or legal rights of the Supplier, the Supplier may charge late payment interest on unpaid amounts at a rate of 15% per annum, applied from the invoice due date until the actual payment date. The Buyer shall also be responsible for all collection costs, whether judicial or extrajudicial.

3.3. If the Buyer fails to make payment within the agreed period, it shall be deemed to be in breach of contract without the need for any formal notice. The effective payment date shall be the date recorded in the Supplier's bank statements.

4. Delivery, Title, and Risk

4.1. Incoterms 2010 or any subsequent amendments published by the International Chamber of Commerce and any specific delivery conditions stated in the Contract shall apply to all deliveries under the Contract. In case of conflict between Incoterms and any condition of this Contract, the Contract shall prevail.

4.2. The Supplier will make every effort to deliver the products and/or services within the agreed delivery period. However, the Supplier shall not be liable under any circumstances for failure to meet the delivery date. Partial deliveries may be made.

4.3. The Supplier's weights and measurements shall prevail unless proven incorrect.

4.4. The Buyer shall inspect the quantity and quality of the products and/or services immediately upon delivery by the Supplier.

4.5. Ownership of all products supplied by the Supplier shall not pass to the Buyer until full payment of the sale price and any amounts owed to the Supplier has been made.

4.6. The risk of loss and damage to the products shall pass to the Buyer upon delivery.

5. Packaging

If the Contract stipulates that the product packaging remains the property of the Supplier or must be returned to the Supplier, the Buyer shall return such empty packaging to the address indicated by the Supplier and inform the Supplier of the shipping date.

In case of loss or damage to the packaging, the Supplier reserves the right to charge the Buyer the cost of replacement and/or repair.

In the Spanish market, in compliance with current packaging and packaging waste legislation:

- Packaging managed through a Deposit, Return, and Refund System (SDDR) must be returned in accordance with the conditions established in the corresponding remunerated transfer agreement signed between the parties (Supplier-Buyer).

- For all other packaging placed on the market by the Supplier, the Buyer shall be responsible for its proper management.

Under no circumstances shall the Buyer abandon packaging waste in the environment.

6. Equipment

Ownership of all equipment made available to the Buyer by the Supplier under lease, trial, or any other arrangement shall remain with the Supplier, unless expressly agreed otherwise in writing.

In case of loss or damage to the equipment, the Supplier reserves the right to charge the Buyer the cost of replacement and/or repair.

7. Safety, Health, and Environmental Risks

The Buyer acknowledges that the products supplied under any Contract may be hazardous to safety, health, and/or the environment.
The Buyer shall become familiar with and be responsible for keeping itself and all persons involved in handling the products informed, from the moment of delivery by the Supplier, about the nature of the safety, health, and/or environmental risks and the proper and safe handling of the products.

These risks can be consulted in the product safety data sheets.

8. Inspection

8.1. The Buyer shall inspect the products and/or services immediately upon delivery.

8.2. Any complaint regarding the products and/or services or their quantity must be notified to the Supplier within five business days from the delivery date. If the Supplier does not receive such notification within the stated period, all products and/or services shall be deemed delivered in the agreed quantity and without visible damage.

9. Warranty

9.1. The Supplier warrants that the products and/or services supplied conform at the time of delivery to the technical specifications stated in the Contract. The Supplier makes no other warranties, express or implied, regarding the products or services. Any warranties that may apply under any laws or regulations, including warranties of merchantability or fitness for a particular purpose, are expressly excluded.

9.2. If the delivered products do not conform to the specifications at the time of delivery, the Supplier may, at its cost and discretion, either replace the non-conforming products with the same quantity of conforming products or issue a credit note to the Buyer for the invoiced value of the non-conforming products.

10. Liability

10.1. Any liability of the Supplier, contractual or otherwise, shall be limited to:

i. the remedies set out in Article 10 if the Contract only involves product delivery, or

ii. 50% of the total invoicing by the Supplier to the Buyer, excluding VAT and credits, during the twelve months immediately preceding the date the Supplier received the written claim, if the Contract involves services or both services and product delivery, including, but not limited to, the

provision of equipment.

10.2. The Buyer shall indemnify and hold the Supplier harmless from any third-party claims made in connection with the execution of any Contract.

10.3. The Supplier shall not be liable under any circumstances for any indirect, consequential, or incidental loss or damage of any kind (including, without limitation, loss of profits or revenue).

11. Force Majeure

Neither party shall be liable for failure to perform this contract if it results directly or indirectly from a force majeure event that cannot be overcome by reasonable measures and was unforeseeable at the time of contract execution. The affected party is exempt from the specific performance obligation, except for payment obligations, for the duration and extent of the situation.

Force majeure events include, in particular: fires, explosions, floods, storms, labor disputes, riots, wars, epidemics or pandemics (provided the German Robert Koch Institute or WHO indicates at least a “moderate” risk level), measures by any authority or government, whether foreign, national, or local, valid or invalid, shortages of raw materials or energy, and/or other similar serious events (“force majeure”).

The parties acknowledge that, to the extent the Covid-19 Pandemic (from February 2020) continues or returns at the time of contract execution, this may constitute a force majeure event under this contract.

If either party invokes Force Majeure, it shall immediately notify the other party in writing, stating the cause(s) of non-performance and the estimated duration of the situation. The party shall also notify the other party in writing upon termination of the situation. The affected party must make reasonable efforts to mitigate the effects and duration of the event.

If the Force Majeure event continues for more than ninety (90) days from the date of notification, the other party may terminate this contract in whole or in part by written notice.

12. Confidentiality

Any technical, commercial, economic, or other information related to the Supplier’s business, including but not limited to formulas, product specifications, services, plans, programs, processes, products, costs, operations, and customers, that may come to the knowledge of the Buyer, its group companies, executives, or employees in the performance of the Contract shall be treated as confidential property of the Supplier. The Buyer shall refrain from using such information or data except for the benefit of the Supplier in the performance of the Contract.

Such confidential information shall not be disclosed to third parties, including government agencies or other authorities, during or after the term of the Contract, unless prior written consent has been obtained from the Supplier in each case.

Any confidential information provided by the Supplier to the Buyer in writing or other tangible form shall be returned to the Supplier either upon the Supplier’s first request or upon termination of the Contract.

13. Governing Law and Disputes

13.1. 1. Any contracts or documents to which these General Conditions apply shall be governed exclusively by the laws of Spain.

13.2. 2. Any dispute arising in connection with any contract or document to which these General Conditions apply shall be subject to the exclusive jurisdiction of the courts of the city where ASK CHEMICALS ESPAÑA, S.A.U. has its registered office.

13.3. 3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) is explicitly excluded.

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