

## General Terms and Conditions of Purchase of OQEMA Iberia S.A.U.

### 1 Scope of Application

1.The general terms and conditions of purchase set forth in this document (hereinafter the "General Conditions") shall apply to all purchases made by OQEMA Iberia S.A.U. (hereinafter "OQEMA") from any supplier. These General Conditions shall apply exclusively and shall prevail over any other contradictory or divergent conditions of the supplier.

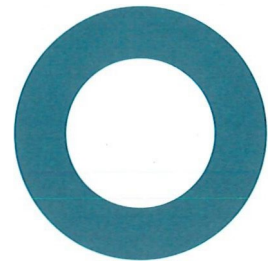
2.These General Conditions are valid for all future commercial transactions carried out with the same supplier.

### 2 Prices / Payment Terms

1. The prices indicated in the order are binding.
2. Applicable VAT must be indicated separately in the supplier's offers and invoices. Otherwise, the applicable VAT shall be deemed included in the supplier's price.
3. Unless otherwise agreed in writing between OQEMA and the supplier, the purchase price of the goods or the contract price of the services shall be paid according to the agreement currently in force with the supplier.
4. In the event that the object of the contract is the provision of a service by the supplier, acceptance by OQEMA shall substitute delivery.

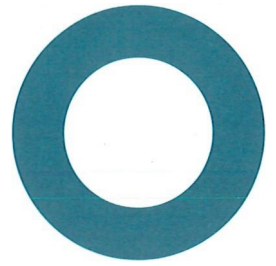
### 3 Inspection of Goods

1. OQEMA shall examine the goods within a reasonable period of time to determine any possible variation in their quality or quantity. With an express waiver of the provisions of Article 336 of the Spanish Commercial Code, any claim regarding the existence of apparent vices or defects, or obvious variations in the quantity of the goods, and/or in the event of patent but non-recognizable defects, OQEMA must notify the supplier at any time during the examination of the goods.
2. In accordance with the requirements previously communicated, OQEMA's delivery policy requires that a single batch be sent per delivery and that the product's shelf life must be at least 3/4 of the shelf life indicated in the Product's technical specifications, unless otherwise agreed in writing between OQEMA and the supplier.
3. OQEMA reserves the right to return, partially or totally, Product deliveries in the event of non-compliance with point 3.2, with the supplier assuming the transport costs for said return.



## 4 Warranty

1. Goods shall be delivered in accordance with the technical specifications of the Product, consistent with the contract, and free from material and legal defects. OQEMA will only accept deliveries differing from those mentioned above upon prior written agreement.
2. Additionally, the supplier must comply with all technical and legal regulations regarding the use and manufacture of the goods in force at the time the order is placed.
3. In the event of delivery of non-conforming goods (including material or legal defects), OQEMA may, at its sole discretion, choose between the repair or replacement of the goods. The costs of repair, return, and/or replacement shall be borne by the supplier. In the event that the return, replacement, repair, or substitution of the Product has not been carried out within the reasonable period indicated by OQEMA, OQEMA may request a price reduction or, when the lack of conformity is significant, the termination of the contract. In addition to the aforementioned rights, OQEMA shall be entitled to claim compensation for any damages and losses caused.
4. In the event that the object is the provision of a service and it has been provided defectively, deficiently, or insufficiently by the supplier, OQEMA may demand the correct fulfillment of said obligation from the supplier. The supplier may choose between re-performing the service or rectifying the detected defect, bearing all expenses incurred. If the supplier fails to rectify the defect within the reasonable period indicated by OQEMA, OQEMA may rectify it on its own account and shall be entitled to claim the incurred expenses from the supplier. Likewise, OQEMA may require an advance payment from the supplier to cover such expenses. If an additional period is stipulated for the supplier to rectify the defect and it remains unrectified after such period, OQEMA may opt for a price reduction or contract termination. OQEMA shall be entitled to claim compensation for damages and losses suffered as a result of said breach.
5. Unless otherwise agreed in writing, the warranty period is two years from the time of delivery.
6. Any rights OQEMA may have based on any other warranty (quality or durability) granted by the supplier or any other third party shall be complementary to the rights OQEMA holds under the warranty contained in these General Conditions; such rights may be asserted independently and in full.
7. In any case, OQEMA may exercise any right or action recognized by the applicable legislation in this regard.



## 5 Indemnification

The supplier agrees to indemnify and hold OQEMA harmless against any claim from any third party arising from or related to manufacturing defects or product liability regarding the goods delivered by the supplier.

## 6 Jurisdiction / Governing Law

Any contracts and documents to which these General Conditions apply shall be governed exclusively by Spanish law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any controversy or conflict that may arise between the parties in relation to this contract or these General Conditions shall be submitted to the exclusive jurisdiction of the courts of the city of Barcelona, Spain. Notwithstanding the foregoing, OQEMA shall also be entitled to take legal action before the courts of the supplier's domicile.

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