



## GENERAL SALES CONDITIONS OF "OQEMA IBERIA S.A.U."

---

These General Sales Conditions shall apply to all sales made by "OQEMA IBERIA S.A.U.", prevailing over the general purchase and/or sale conditions of the Buyer, as well as over the conditions of orders received from the Buyer. Any particular conditions that may be agreed upon shall prevail over these General Conditions only if they are in writing and signed by the legal representatives of the contracting parties, with these General Conditions remaining in force in all matters not overridden by a particular condition.

Any order sent to "OQEMA IBERIA S.A.U." implies the prior and unreserved acceptance by the Buyer of these General Conditions. Orders placed by the Buyer shall be considered binding offers from the Buyer, which must be previously accepted in writing by "OQEMA IBERIA S.A.U.", unless the latter actually performs the delivery, which shall imply tacit acceptance of the order placed.

"OQEMA IBERIA S.A.U." reserves the right to update and/or modify the content of these General Sales Conditions at any time without prior notice; therefore, it is recommended that the Buyer verify them periodically.

### 1.- Product Selection

The Buyer is solely responsible for the selection of the product subject to the sale, as well as for the use or purpose to which it is intended. Consequently, and in accordance with information provided in its catalogues, price lists and/or general product information, "OQEMA IBERIA S.A.U." accepts no responsibility and does not guarantee that the Product is suitable for the technical applications intended by the Buyer, nor for achieving, in whole or in part, the objectives set by the Buyer when purchasing the products.

### 2.- Transfer of Risk

Unless the invoice terms indicate otherwise, risk is transferred to the Buyer at the moment the goods arrive at the destination indicated by the Buyer for delivery, or at the moment the goods are made available to the Buyer at the facilities of "OQEMA IBERIA S.A.U." for collection by or on behalf of the Buyer. Risk transfers even if the Buyer decides to delay collection.

### 3.- Claims

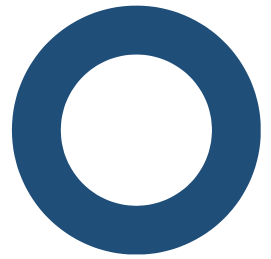
The Buyer is obliged to inspect the quantity and quality of the products upon receipt. In such case, the Buyer must record the corresponding reservation on the delivery note.

If defects are not visibly apparent, the Buyer must notify "OQEMA IBERIA S.A.U." of the defect by a reliable means within 3 calendar days following the date of receipt of the products. Likewise, if the product received differs from the one ordered, the Buyer shall have the same 3-day period to notify "OQEMA IBERIA S.A.U.".

Under no circumstances will claims be accepted once the deadlines established in this clause have elapsed. Furthermore, the liability of "OQEMA IBERIA S.A.U." ceases at the moment the Buyer uses and/or processes the product, regardless of the characteristics of the product supplied; therefore, the warranty of "OQEMA IBERIA S.A.U." shall under no circumstances extend to manufacturing processes carried out by the Buyer.

"OQEMA IBERIA S.A.U." shall not be liable for defects in the quality or quantity of products arising from an event of force majeure or act of God.

If the product is defective and the Buyer has notified "OQEMA IBERIA S.A.U." under the conditions and within the deadlines set out in this Clause, "OQEMA IBERIA S.A.U." shall indemnify the Buyer, at its discretion, by replacing the products upon return of the defective goods, or by reimbursing the price paid by the Buyer; the decision shall be communicated to the Buyer within a reasonable period.



"QQEMA IBERIA S.A.U." shall not be liable for damage to delivered products resulting from improper handling, any alteration made by the Buyer, or inadequate storage. "QQEMA IBERIA S.A.U." is not responsible in any case for the suitability of a product for a specific use, nor does it extend its warranty on products to third parties other than the Buyer.

## 4.- Delivery

Dispatch and delivery deadlines shall be counted from the acceptance of the order and are indicative only. The Buyer shall not be entitled to any compensation for delays in delivery.

The Buyer may request "QQEMA IBERIA S.A.U." to carry out unloading at the destination. If unloading is delayed for more than 2 hours from the carrier's arrival at the destination for reasons not attributable to "QQEMA IBERIA S.A.U.", the costs arising from such delay shall be charged to the Buyer.

For bulk goods deliveries, the carrier may assist with unloading operations, but shall under no circumstances connect hoses to storage tanks or discharge pumps; this must be done by the receiver's personnel under their own responsibility.

## 5.- Price

The price of the products supplied shall be the price communicated by "QQEMA IBERIA S.A.U." to the Buyer prior to the purchase order, or, failing that, the current general price list. VAT or any other applicable levy or tax in force at the time of invoicing shall be added to such price. If, after the order has been placed, a substantial variation in costs or a change in the taxes or duties applicable to the products occurs, "QQEMA IBERIA S.A.U." shall notify the Buyer of the corresponding increase and, therefore, of the new product price.

These new prices shall apply unless the Buyer rejects them in writing within a maximum of four business days from the date of notification. Should the Buyer, in accordance with the foregoing, not accept the new price, the purchase order shall be deemed not to have been placed, without any liability arising on the part of "QQEMA IBERIA S.A.U.".

## 6.- Payment

Payments shall be made in the manner agreed upon between "QQEMA IBERIA S.A.U." and the Buyer and as specified in the corresponding invoice. Non-payment of an invoice shall result in the penalty established by Law 15/2010 of 5 July, amending Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions.

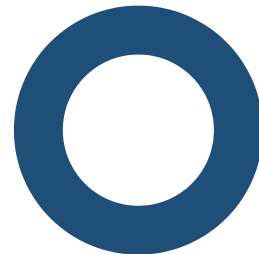
Any partial or total non-payment of a single invoice shall entitle "QQEMA IBERIA S.A.U." to demand, without prior notice, immediate payment of all outstanding amounts, including those not yet due, and to make the supply of a new order conditional upon such payment.

The declaration of insolvency or judicial or extrajudicial liquidation of the Buyer, or, in general, any change in its legal status affecting its solvency, shall entitle "QQEMA IBERIA S.A.U." to immediately demand all outstanding credits for goods delivered but not yet paid for by the Buyer.

Likewise, ownership of the Product shall not pass to the Buyer until "QQEMA IBERIA S.A.U." has received full payment thereof. In the event of a payment delay or incident, "QQEMA IBERIA S.A.U." may proceed to recover the goods pending payment and/or initiate the appropriate legal actions.

## 7.- Packaging and Waste Management

The final holder of packaging waste or used packaging in Spain is responsible for its delivery for proper environmental management, in accordance with Law 11/1997, Royal Decree 782/1998, Royal Decree 252/2006, and analogous legislation. The final holder of packaging waste or used packaging in any other EU Member State is responsible for its proper environmental management in accordance with Directives 94/62/EC of 20 December 1994 and 2004/12/EC of 11 February 2004, and applicable national regulations.



Packaging invoiced by "OQEMA IBERIA S.A.U." to the Buyer may be credited by "OQEMA IBERIA S.A.U." provided the following requirements are met: (i) no more than 6 months have elapsed since delivery of the Product; (ii) the packaging has not been used for any purpose other than storing the product supplied by "OQEMA IBERIA S.A.U."; (iii) the packaging has not been moved outside the customer's premises; and (iv) the condition of the packaging is satisfactory, as assessed according to criteria set by "OQEMA IBERIA S.A.U."

"OQEMA IBERIA S.A.U." shall not be responsible for packaging that is not returned, nor for packaging that does not meet the return conditions set out above.

## 8.- Data Protection

The personal data of the Buyer may be included in one or more automated files held by "OQEMA IBERIA S.A.U.", for the purpose of managing the invoicing of Products and services offered, the normal development of the commercial relationship, and the sending of commercial communications, both by post and electronically. The Company informs that such data may be disclosed to Public Authorities for the purpose of complying with applicable legal and tax obligations.

The Buyer may exercise the rights of access, rectification, cancellation and objection by contacting the following postal address: Vía Trajana, No. 47-51, 08020 Barcelona. The Buyer may, at any time, revoke consent given for the sending of commercial communications by sending a written communication to the aforementioned address.

## 9.- Force Majeure

"OQEMA IBERIA S.A.U." is exempt from any liability in the event of force majeure or act of God, in accordance with the concept thereof in the Civil Code as a justifying cause for non-performance of an obligation; this shall include any other cases in which, due to circumstances beyond the control of "OQEMA IBERIA S.A.U.", performance of the obligation is not possible, such as, without limitation, war or terrorist attacks, natural disasters, strikes, material shortages or regulatory changes. If any cause preventing "OQEMA IBERIA S.A.U." from fulfilling its obligations persists for more than three months, "OQEMA IBERIA S.A.U." may terminate the Contract or the order by notifying the Buyer, without incurring any liability. If the Buyer refuses to accept the delivered goods, "OQEMA IBERIA S.A.U." shall store them at the Buyer's expense and risk.

## 10.- Applicable Law and Jurisdiction

The law applicable to these General Conditions is Spanish law.

Any dispute arising in connection with the fulfilment of these General Conditions shall be resolved in the first instance amicably, for which the parties shall have a period of one month from the date on which the dispute was raised by one of the parties. After this period, either party may resort to the ordinary courts, and the Parties expressly agree to submit such disputes to the Courts and Tribunals of Barcelona, Spain, expressly waiving any other jurisdiction that might apply to them.