

I. General terms and conditions and scope of application

1. The General Terms and Conditions for Sales and Supplies (hereinafter referred to as the "Conditions") provided hereunder are applicable to sales, including sales of services, by PLIXXENT S.L.U., (hereinafter referred to as the "Seller") to his customer (hereinafter referred to as the "Buyer").

These Conditions are an inseparable part of the agreement and are known and accepted by the Buyer. In case of conflict between these Conditions and the particular provisions of this contract, the latter shall prevail.

2. These Conditions are exclusive. If the Buyer's general terms and conditions differ from, contradict or complement these Conditions, they will only be deemed part of the agreement if the Seller expressly agrees to their application on a case-by-case basis.

II. Offers and orders

1. The Seller's offers are not binding and subject to change unless they are expressly indicated as binding.

2. Orders placed by the Buyer are binding. Orders only become binding on the Seller when he gives written confirmation of acceptance. Unless otherwise stated in the order, the Seller is entitled to accept the order within three (3) weeks of receipt.

3. The relationship between the Buyer and the Seller is governed by the agreement signed according to paragraph II.2, which contains all the agreements between the parties with regard to the subject matter of the sale. Verbal statements and documents supplied by the Seller before signing the agreement are not binding, and verbal agreements between the parties are deemed to have been superseded by the written agreement unless their content expressly and in each case implies that they are intended to remain in force.

III. Terms of delivery and delays.

1. The Seller will do his utmost at all times to supply the goods as quickly as possible. There are no fixed terms of delivery.

2. If, on the other hand, a delivery deadline is set, deadlines will be calculated from the day on which the goods leave the plant or warehouse until they are delivered to the hauler, consignor or third party hired to provide the haulage service. This condition does not apply if the Seller has agreed to deliver to the Buyer's premises.

3. If, for reasons beyond his control, the Seller is unable to comply with the term of delivery, he will notify the Buyer as soon as possible and specify a new delivery date. In case of such a delay, the Buyer must grant the Seller a prudent and reasonable additional period, which will normally be four weeks.

IV. Delivery, place of compliance, haulage, transfer of risk, rejection.

1. Delivery will take place from the respective transport point in compliance with the general trade terms and conditions specified in the agreement, where the interpretation thereof will be governed by the INCOTERMS applicable on the date on which the agreement is signed. In the absence of an express agreement to the contrary, delivery will be "EXW" (Ex Works).

2. Unless agreed otherwise, the Seller reserves the right to select the route and means of transport (specifically the haulage firm, route, packaging). The Buyer is responsible for any additional costs incurred as a result of any special delivery instructions he may issue. The same applies to freight rates or delivery costs that increase subsequent to signing the agreement and to additional costs incurred due to changes to the route, storage costs, time out costs in the unloading, etc.

3. The risk of destruction, loss or accidental deterioration of goods is transferred to the Buyer according to the agreed INCOTERM.

4. In the absence of an agreement to the contrary in specific cases, the Buyer is responsible for observing the applicable laws and regulations governing the import, transport, storage and use of the goods.

V. Force Majeure. Contractual impediments

1. Force majeure of any kind, unforeseeable disturbances to manufacturing, traffic or shipping, fires, explosions, natural disasters, floods, unforeseeable shortages of labour, energy, raw materials or auxiliary products, strikes, lockouts, war, political unrest, acts of terrorism, acts of governmental authorities, incorrect or late delivery by suppliers and other obstacles that are not attributable to the Seller and reduce, delay, prevent or increase production costs and requirements, shipment or availability of products, exonerate the Seller of his obligations for the duration and to the extent of the disturbance.

2. In case of partial or complete lack of the existing sources of supply, the Seller is not obliged to acquire stocks from other providers. In such cases, the Seller is entitled to distribute the quantities of goods that are available for sale to meet his own needs.

3. If the situation of force majeure continues for more than six (6) weeks and the interruption is not irrelevant, the Seller will be entitled to fully or partly terminate the agreement. In case of temporary disturbances, delivery and compliance deadlines will be extended or postponed according to the duration of the impediment, to which an initial, reasonable term will be added.

VI. Prices and calculation.

1. The Seller's prices are applicable as valid on the delivery date, plus the corresponding taxes.

VII. Billing, payment, compensation, lien and refusal to comply.

1. The bill will be paid on the basis of the payment terms set out therein. In case of delay, the Spanish Law nº 15/2010 of July 5th of modification of Law 3/2004 of December 29th which lay down measures to combat late payment in commercial transactions, will be the applicable regulation.

2. Value added tax will be added to any payments or preliminary payments.

3. Payment is deemed not to have been made until the entire sum has been paid into the Seller's account and it is fully available.

4. The Seller reserves the right to apply amounts paid made to the oldest overdue bills first, together with any default interest payable and the cost of recovering receivables in the following order: costs, interest and principal.

5. Under no circumstances is the Buyer entitled to withhold payment. The Buyer can only have no recourse to demand compensation from the purchaser for

claims that are undisputed or which have become res judicata.

VIII. Retention of title

1. When the nature of the good so allows, the vendor will retain title over the goods supplied until payment has been received for all outstanding and future debts resulting from current trade relations between the Seller and the Buyer, including amounts outstanding from damage claims or incidents.

2. When the nature of the goods does not permit retention of title, to guarantee the Seller's rights against the Buyer from the existing business relationship, and for the term thereof, the Buyer conveys to the Seller, as security, who accepts, the receivables acquired when reselling the products subject to the agreement, together with all associated rights and security, including cheques and bills of exchange. If the products subject to the agreement are sold together with others or as part of another product at an inclusive price, the assignment will be limited to the part of the Seller's invoice representing the value of the product in question. If the Buyer uses the goods that are the subject matter of the agreement to transform property owned by third parties in exchange for compensation, he will assign to the Buyer, in advance, as security, his right to receive compensation from the third parties to the extent of the value of the product in question. As soon as the Buyer complies with his payment obligations within the payment deadline, he may collect the receivables from the resale or transformation. Otherwise, the Seller will be entitled to collect the receivables assigned in his own name, and the Buyer will not be entitled to pledge or assign those receivables in any other way.

3. If the Seller believes there is a risk that he will be unable to collect his receivables, he may require the Buyer to inform his customers of the assignment and furnish him with all the information and documents required to collect the receivable. The Buyer must inform the Seller, without delay, of third-party interventions affecting the goods subject to retention of title or rights assigned.

IX. Specifications of the goods and technical advice.

1. It is generally understood that the specifications of the goods are restricted to those mentioned in the descriptions, specifications and characterisations made by the Seller in the agreement. The uses identified in accordance with European Parliament and Council Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals "REACH" (hereinafter referred to as the "REACH Regulation") do not constitute an agreement regarding the quality of the products commissioned or the use specified in the agreement.

2. The Seller's technical advice, whether verbal, written or through trials, is provided according to his true knowledge and understanding, but should be considered as non-binding information, also with regard to possible third-party intellectual property rights. This does not relieve the Buyer from his duty to inspect the products supplied by the Seller in order to determine their suitability for the corresponding procedures and purposes. The Seller is unable to control the subsequent application, use and transformation of the product for which the Buyer is entirely responsible, where he must understand the nature of the product and the associated risks.

3. The specifications of samples are only binding insofar as it has been expressly agreed that they will define the quality of the products.

X. Term for reporting faults.

The terms provided in articles 336 and 342 of the Commercial Code apply.

XI. Claims by the Buyer due to faults.

If the goods have flaws or faults and the Buyer notifies the Seller within the deadline specified in section X, the Buyer will be entitled to the following:

- a) The Seller has the right, at his option, to remedy the fault or supply new goods free of flaws and faults. The Buyer must allow the Seller the opportunity and necessary time for this repair and, specifically, must return the products for analysis. The Buyer will bear the cost of additional analysis and delivery, including haulage, materials and labour costs, in the event that (i) the Buyer's request is unjustified or (ii) the products have been moved from where the purchaser exercises his activity to a different location, unless such transfer is required for the intended use. In case of replacement, the Buyer must return the products to the Seller if requested to do so.
- b) The Seller reserves the right to make two attempts according to XI 1.a). If these attempts fail or if they are not reasonable for the Seller, the Buyer may withdraw from the sale or ask for a reduction in the sales price.
- c) Compensation for damages and reimbursement for costs incurred as a result of the flaw or fault are subject to the provisions of clause XII.

2. When the guarantee or correction is exercised as the Buyer's right of recourse after having brought a successful claim based on the law regulating sales of consumer goods, his "right to return" or "recourse" set out in the provisions of the aforementioned law will not be diminished. With respect to this, clause XII will be applicable to the action for damages.

3. The Buyer will inform the Seller without delay of any cases of return or recourse arising in the chain of successive supplies as soon as it comes to his notice. The Buyer may only bring actions for recovery against the Seller when he has not come to agreements that exceed the guarantees provided for under the law with his respective client. The limits foreseen in clause XII will apply.

XII. Limits and waiver of liability.

Claims brought by the Buyer, including claims brought under tort, for damages arising on the grounds of negligence by the Seller and/or his executive and auxiliary staff are excluded unless such faults affect one of the conditions precedent for fulfilment of contract.

2. If the Seller is held liable, his liability for all damages and compensation, contract, under tort or otherwise, notwithstanding their nature, are limited quantitatively to the standard direct damages that might be expected for the respective contract, excluding any indirect or unforeseeable damages under the contract.

3. The Seller will not be deemed responsible for loss or damages deriving from any of the circumstances set out in Section V.

4. The above limitations will not apply in cases of fraud or damages that affect life, physical integrity or health. This does not apply to legal provisions of an imperative nature that regulate liability, such as, for example, public liability for damages caused by faulty products.

XIII. Warranty

The guarantee agreement must be set out in writing. A declaration of guarantee will only take effect when the corresponding content, terms and territorial scope have been defined with sufficient precision.

XIV. Procedural limitations

Claims brought against the Seller for delivering a different product have a two-year limitation from delivery, except when it is very difficult or impossible for the Buyer to bring such a claim within this deadline.

It does not affect the mandatory legal rules concerning limitation and liability.

- XV. Marks**
1. Offering or supplying replacement products that refer to the Seller's products is prohibited, as is printing the names of the Seller's products with replacement products in price lists or similar commercial documents using the word "substitute" or a similar expression.
 2. When using the Seller's products for manufacturing purposes or during final transformation, the use of the product names, especially trademarks, to characterise own products and their packaging or their use in advertising material, particularly as a component, without consent is also forbidden. Product deliveries under registered marks should not be construed as approval for use of the registered mark to distinguish the products obtained therefrom.
- XVI. REACH Regulation**
- If the Buyer notifies the Seller of a use under article 37.2 of the REACH Regulation that leads to updating the registry or the required report on chemical safety or generates another obligation under the Regulation, the Buyer must reimburse the Seller for any justified costs in this regard. The Seller is not responsible for delayed deliveries deriving from notification of said use or for compliance with the respective obligations under the Regulation by the Seller. If the Seller cannot include the aforementioned use as a use identified due to reasons of protection of human health or the environment and the Buyer still intends to use the product for purposes not recommended by the Seller, the latter will be entitled to rescind the contract.
- XVII. Confidentiality**
- All technical, business, financial, operating or other information, material or data of any type or form, as well as the resources related to the Seller or his products or services are the property thereof and will be considered confidential by the Buyer. The Buyer will keep the information private and will refrain from disclosing it to third parties or from using the information for any purpose other than as mentioned herein without first obtaining written consent from the Seller. This commitment to confidentiality will not apply to information which, when it is disclosed (i) was already in the Buyer's possession, (ii) was in the public domain without responsibility by the Buyer, (iii) had been legally received by the Buyer from a third party with the right to disclose it or (iv) is required to be disclosed by court order.
- XVIII. Data Protection**
- Data controller: PLIXXENT S.L.U.; Data Protection Officer (DPO) Contact: oficinaprotecciondatos@plixxent.com. Purpose of the processing: financial, accounting and tax management of customers. Legal basis for processing: Art. 6 (1) lit. b) GDPR - the existence of a contractual relationship / performance of a contract. Recipients of your data: they will not be communicated to third parties except due to legal obligation. Rights: you may exercise your rights regarding data protection by contacting the DPO. For more information, you can consult our complete data protection policy at www.plixxent.com
- XIX. Governing law and jurisdiction**
1. These Conditions and the business relationship between the Buyer and the Seller are governed by Spanish law. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.
 2. When it is stipulated that the Seller will pay customs duties and taxes on imports in the destination country, any increases in such duties or charges which take effect between the order confirmation date and the dispatch of the goods will be on the Buyer's account. All other duties, taxes or costs deriving from the agreement will also be on the Buyer's account.
 3. The courts holding jurisdiction for all matters or incidents, including disputes of an international nature, arising directly or indirectly from the business relationship between the Buyer and the Seller will be those of Barcelona (Spain).