

## **General terms and conditions of sale**

### **1. SCOPE OF APPLICATION.**

These general terms and conditions of sale (the 'Conditions') shall apply to all offers and/or contracts ( 'Offer' and 'Contract' in the singular and "Offers" and 'Contracts' in the plural, respectively) presented by **Zschimmer & Schwarz España**, with Tax Identification Number B12206793 (the 'Seller'), to the other party (the "Buyer"), with respect to the sale of the products (the 'Products') which, in such case, constitute the subject matter and are duly identified, described and characterised in the Contract or Offer. These Conditions shall also apply when the Seller, in order to fulfil its contractual obligations, resorts to a subsidiary or a company that is part of the group to which the Seller belongs or to a third party; in this case, any of the aforementioned shall be considered as the Seller, being fully bound by these Conditions vis-à-vis the Buyer. Hereinafter, the Buyer and Seller shall be jointly referred to as the 'Parties' or individually as the 'Party'. In any case, these Conditions shall be considered an inseparable annex to the Contract or the Offer, or to any of its addenda and annexes, and shall apply in a complementary and subsidiary manner to anything not provided for in the Contract or the Offer. In any case, the Contract or the Offer may modify the agreements established in these Conditions, in application to the particular contractual relationship between the Buyer and the Seller. Likewise, acceptance of the order by the Seller shall in no case imply acceptance of the terms or specifications requested by the Buyer in any of its communications with the Seller, nor shall it serve to modify or amend these Terms and Conditions. If any statement, description, information, guarantee, condition or recommendation contained in any catalogue, price list, commercial or communication, or even those made verbally by any of the Seller's representatives or employees, contradicts what is expressly stated in these Conditions, it shall be null and void and shall be understood as not having been made or said, unless expressly agreed otherwise, including it in writing by the Seller in the Offer or in the Contract.

### **2. THE OFFER AND THE ORDER.**

In the absence of a Contract between the Parties, an Offer shall be understood to be any document sent by the Seller to the Buyer under that title, containing: (i) a catalogue of Products and information on prices, (ii) available quantities of the Products and (iii) delivery times. The Offer shall enable the Buyer to place orders for Products of interest to it (hereinafter, the 'Orders' or, in the singular, the 'Order'). however, Offers do not in themselves imply the establishment of a contractual relationship between the Parties, and in any case, the commencement of any commercial relationship is subject to the Buyer placing an Order and the Seller accepting it in accordance with the provisions of the following section. Upon acceptance by the Seller of any Order sent by the Buyer to the Seller, it shall be understood that the Buyer tacitly accepts these Terms and Conditions.

### **3. ACCEPTANCE OF THE ORDER.**

Once the Buyer has placed the Order in accordance with the parameters of the Offer, the Order shall only be deemed to have been accepted by the Seller when the latter sends the Buyer a notification in writing or by electronic means, including email or electronic messaging platforms (the 'Order Acceptance').

Once the Seller has sent the Order Acceptance to the Buyer, the Buyer may not request any modification or cancellation of the Order before its delivery without the prior express written consent of the Seller. In any case, any modification or cancellation may require the Buyer to pay any expenses incurred by the Seller after the Order Acceptance.

The Seller reserves the right not to send the Order Acceptance and, therefore, the Order shall be deemed rejected in cases where the buyer has outstanding obligations, such as outstanding payments, or has unilaterally modified any of the conditions of the Offer.

#### **4. PRICES AND INVOICES.**

The prices indicated in quotations, estimates, or other documents issued by the Seller, other than the Contract or the Offer, are not binding on the Seller. In any case, the final price to be paid by the Buyer shall be that resulting from the Order Acceptance, except in cases where the invoice is issued in another currency, in which case the final price to be paid shall be that stated on the invoice. In this case, the price shall be calculated at the time of invoicing, applying the currency exchange rate to the price indicated in the Order Acceptance. Unless otherwise indicated, the price indicated in the Order Acceptance shall exclude any taxes relating to the sale of the Products (such as VAT), customs duties, tariffs or charges of any kind imposed by any government authority. Any such taxes or charges which, in accordance with current legislation, are mandatory at the time of sale, shall be added to the price on the invoice and shall be paid by the Buyer. Payment-related expenses, such as bank charges incurred in paying the invoice amount and expenses incurred at the time of presentation of the shipping documents, shall be borne by the Buyer. In such cases, the Seller shall charge the Buyer for the costs agreed in these Terms and Conditions, as well as any costs that the Seller may incur as a result of errors directly caused by incorrect instructions received from the Buyer or its representatives, which shall in all cases be borne by the Buyer. The Buyer authorises the Seller to submit invoices by post or email, in accordance with the legislation in force at any given time. Invoices shall be issued in euros and for the total price of the Products purchased, including applicable taxes and charges.

#### **5. PAYMENT OF INVOICES.**

Unless otherwise agreed, the Buyer shall pay all invoiced amounts within sixty (60) days of the invoice date by bank transfer to the account indicated for this purpose by the Seller in the Order Acceptance and/or on the invoice itself.

As an exception to the above, the Buyer may agree with the Seller that payments shall be made in a different manner (either for one or more Orders, or for a specific period of time), establishing a different form and/or term, and the express acceptance of both Parties must be recorded in writing, indicating all applicable conditions, and said document shall be considered an inseparable annex to the Contract or the Offer. When payment is made by documentary credit, it shall be governed by the Uniform Rules and

Customs for Documentary Credits in force of the International Chamber of Commerce. In any case, payment shall not be deemed to have been made until the corresponding amount has been effectively credited to the Seller's bank account. The Buyer may only offset expenses when the Seller acknowledges and documents that the Buyer has a claim against the Seller, and that this claim is due, liquid and enforceable, and that there is no retention or dispute by third parties duly notified. In any case, prior express written acceptance by the Seller shall be required in order to make the compensation. Under no circumstances may the buyer withhold payment of amounts due and payable on the grounds of any type of compensation or dispute with the Seller.

## **6. DELAY IN PAYMENT OF THE PRICE.**

In the event of late payment of invoices, the Seller reserves the right to claim from the Buyer the accrued default interest, in application of Article 7 of Law 3/2004 of 29 December on combating late payment, which results from applying the default interest rate published by the Bank of Spain to the unpaid amounts. Likewise, Article 8 of the same law shall apply, and the Seller may also request compensation for the costs incurred in collecting late payments, such as lawyers' fees and the costs of returning bank drafts, if any. In the event of late payment, the Seller shall also have the right to demand, alternatively: i) advance payment for Orders placed after the non-payment of the price has been confirmed; or to request the provision of a bank guarantee or other type of guarantee for the same amount; ii) or the opening of a confirmed and irrevocable letter of credit; or to retain the Products that have not yet been shipped. Unless otherwise agreed, any discounts on the applicable prices that may have been agreed with the Buyer, where applicable, shall be conditional upon the Buyer being up to date with its payment obligations to the Seller.

## **7. TRANSPORT AND TRANSFER OF RISK.**

In the event that the delivery of the Products is to be made outside Spanish territory, unless otherwise agreed, transport shall be borne by the Buyer in accordance with INCOTERM EX WORKS (INCOTERMS 2020).

On the contrary, if the delivery of the Products is to be made within Spanish territory: If it is agreed that the Seller will be responsible for the transport of the Products, the transfer of risk will take place upon delivery of the Products to the Buyer at the place indicated in the Order Acceptance; If it is agreed that the Buyer will be responsible for the transport of the Products, the transfer of risk will occur when the Products are made available to the Buyer at the place indicated for their delivery in the Order Acceptance. In all cases where the Seller is not responsible for transport, it will not be liable for any delays, loss or damage caused during transport.

## **8. SUPPLY OR DELIVERY OF ORDERS.**

The Seller shall make every effort to comply with the approximate delivery dates stated in the Order Acceptance. Notwithstanding the foregoing, these dates are not binding and the date or time of delivery shall not be considered essential elements of this contractual relationship. Similarly, the Seller undertakes to deliver, whenever possible,

complete Orders, which will depend on stock availability, meaning that partial shipments of the Products may also be made. The Buyer waives the right to claim any compensation for the receipt of incomplete Orders provided that they receive the remaining part of the Order within a maximum period of twenty-one (21) days from the first delivery. Likewise, if the Seller considers that the total or partial delivery of an Order may be delayed by more than twice the period specified in the Order Acceptance, or that it may fail to deliver the Order, it shall notify the Buyer in order to: (i) mutually agree on an extension or modification of the delivery of the Order; (ii) or cancel it. In either of the two options set out above, the Buyer shall not be entitled to claim any compensation for damages, only a refund of the price in the event of cancellation of the Order.

As an exception to the provisions of the previous section, if the delay or failure to fulfil the Order is due to a situation of force majeure, understood as a consequence of events beyond the Seller's control and which could not have been foreseen or, if foreseen, were unavoidable, the Seller shall not be liable for any non-compliance or delay in the Order and shall be exempt from its delivery obligations, without the Buyer having the right to cancel it or claim any compensation. In the event that the event causing the force majeure persists for a period of more than one hundred and twenty (120) days, preventing the Seller from fulfilling its obligations, either Party shall have the right to notify the other of its intention to terminate the contractual relationship. In particular, but without limitation, the following shall be understood to constitute cases of force majeure: unforeseeable events in manufacturing or distribution as a result of delays in supplies, boycotts, lockouts or strikes, either at the factory or at supplier or transport companies, fires, floods, natural phenomena with catastrophic effects, epidemics or pandemics, wars, revolutions, acts of terrorism, riots, strikes, mobilisations and other industrial actions, and interruptions in the supply of energy, fuel, transport, equipment and raw materials.

## **9. RESERVATION OF TITLE.**

Without prejudice to the provisions of Clauses 7 and 8, until the Buyer has paid the price set out in the Order Acceptance, as well as any additional expenses and costs payable by the Buyer, including the costs of financial payment instruments, the Products shall remain the property of the Seller. If it is not possible to reserve ownership in the Buyer's country, the Seller is authorised to assert all other possible rights over the Products.

Until ownership is transferred to the Buyer:

- The Seller may require the Buyer to return the Products, recovering possession of them and being able to resell them.
- The Products may not be pledged, assigned as security, or encumbered in any way with the rights of third parties by the Buyer, but may only be sold in the ordinary course of business.
- The Buyer shall bear the costs of maintaining the Products delivered to it and shall insure them adequately against loss due to theft, fire, water, etc. and shall provide proof of such insurance if requested by the Seller.
- The Buyer assigns to the Seller its claims against the insurer.

## **10. NON-CONFORMITY OF THE PRODUCTS RECEIVED.**

The Buyer must inspect the Products immediately upon receipt in order to determine: If the Seller was responsible for transport, whether the Products have been damaged in transit, in which case this fact must be noted on the carrier's delivery note. In any case, whether the Products are of the quality, quantity and weight specified in the Order Acceptance.

In any case, and regardless of any non-conformity that should be noted on the carrier's delivery note, the Buyer shall have a maximum period of seven (7) calendar days from receipt of the Order to inspect the Products in detail and notify the Seller of any non-conformity with the Products (the 'Non-Conformity Notification'), providing as many details as necessary and presenting evidence and supporting documents of the aforementioned non-conformity.

Once the Notification of Non-Conformity has been received by the Seller, the latter shall have a maximum period of ten (10) calendar days to –if it deems it necessary– inspect the Products subject to the non-conformity and/or request further evidence and –where appropriate– confirm to the Buyer:

If the Products do not in fact comply with the agreed quantity and quality characteristics and the Seller confirms that the non-conformity is justified, in which case: (i) refund the buyer the price of said Products; (ii) send the buyer another shipment of replacement Products; (iii) return the Products, in which case: the Seller's instructions must be followed, ownership of the Products shall be transferred to the Seller upon receipt at the facility indicated by the Seller, if there is no longer any retention of title on the Products in accordance with the provisions of Clause 9, the Products must be returned in their original packaging (if any) and without any alterations to their form or content.

If the Seller considers that the Products comply with the agreed quantity and quality characteristics, the procedures set out in Clause 14 for the amicable resolution of disputes between the Parties shall be initiated.

## **11. GUARANTEES.**

The Seller guarantees to the Buyer that it will deliver the Products with the quality established in the Order Acceptance and with the packaging provided for therein, and that it will devote sufficient resources to fulfil its obligations in accordance with these Conditions. The Seller also guarantees that the Products are fit to be marketed and are free from third-party charges and rights. Except as provided above and in any other clause of these Conditions, the Seller shall not offer any warranty in respect of the Products, including in relation to their use.

## **12. LIMITATION OF LIABILITY.**

Under these Terms and Conditions, the Buyer shall assume all risk and liability for loss, damage or injury to the Products once the risk has been transferred in accordance with Clause 7.

The Seller shall not be liable for any damages that the Buyer may suffer as a result of its own acts or omissions, those of its employees and/or representatives in relation to the Products, or those arising for the Buyer as a result of the use, application or marketing of the Products. The Seller shall not be liable for indirect damages of any

kind, nor for any loss of profit that the Buyer may suffer as a result of the acts or omissions of the Seller, its employees and representatives in relation to the Products or the contractual relationship established with the Seller. The Seller's liability arising from the contractual relationship established with the Buyer, including liability for non-delivery or late delivery of the Products, or in the event that defects are detected in the Products, shall be limited to the net invoice value of the Products concerned. If the Seller is insured for the liability in question, the Seller's liability shall also be limited to the amount paid by the insurer in the relevant case. The Seller shall not be liable for any damage for which the buyer is insured.

### **13. BREACH AND TERMINATION.**

Either Party may notify and inform the other Party of any breach of any obligation within a maximum period of thirty (30) days from the date on which it becomes apparent, except for the period provided for inspecting the Products in detail and notifying the Seller of any non-conformity with the Products as provided for in Clause 10. Upon receipt of the notice of breach, the breaching Party shall make every effort to comply with its obligations. If the breaching Party fails to comply with the request of the non-breaching Party and continues to be in breach, the following consequences shall apply: If the breach is not material, the provisions of Clause 14 shall apply.

If the breach is material, the Seller shall be entitled to choose between specific performance of the Contract or its termination. Material breaches shall include, but are not limited to, the Buyer's failure to fulfil its payment obligations.

Likewise, the following situations in which the buyer incurs shall be grounds for early termination of the contractual relationship established between the parties (even if there is no breach of obligations):

- That it enters into bankruptcy, liquidation or any other situation of insolvency.
- That it is proven that it does not have the capacity to meet its debts. That there is any writ of execution, enforcement or seizure of its assets.

To terminate the contractual relationship, the Seller shall notify the Buyer in writing of the reason why it has decided to cease supplying the products, indicating, where applicable, the amounts outstanding and the period granted to the Buyer (which shall not exceed ten (10) calendar days) for their effective payment.

In any case, if the contractual relationship established between the Parties is terminated early, the Seller shall be obliged to deliver the Products of the Orders for which it has already sent the Order Acceptance, provided that their price has been paid in full.

Otherwise, it shall be understood that, once the early termination has been documented, all Orders pending delivery shall be cancelled.

### **14. SYSTEM FOR RESOLVING CONFLICTS BETWEEN THE PARTIES.**

In the event that the Parties notice discrepancies between them but said discrepancy is not significant, or if any type of breach of the obligations set forth in these Conditions is noticed that is not of an essential nature, prior to forcing the early termination of the contractual relationship, the Parties undertake to make their best efforts to reach an agreement. To this end, it is envisaged that, from the moment either Party sends the other a notification indicating the discrepancy between them, if the other Party is not

willing to concede to the other's claims, it shall be obliged to negotiate for a maximum period of ten (10) calendar days, in order to promote good relations between the Parties, all in accordance with the principle of contractual good faith. If no agreement is reached, the provisions of Clause 13 shall apply first for material breaches and, in any case, the provisions of Clause 26 shall apply.

## **15. WAIVER OF RIGHTS.**

The Parties agree that the Seller shall not, under any circumstances, waive its rights arising from the commercial relationship established with the Buyer. This is without prejudice to the Seller's right to decide, on a case-by-case basis, not to exercise the legal actions that protect its rights against the Buyer's breach.

## **16. COMMUNICATIONS AND NOTIFICATIONS.**

Communications and notifications between the Parties shall preferably be made electronically, although in the case of requiring acknowledgement of receipt, they must be made by post (registered letter or certified letter):

Unless otherwise agreed, the postal address for sending communications to the Buyer shall be the registered office of the contracting party. With regard to electronic communications, unless otherwise agreed, the email address that shall be considered valid for sending and receiving communications shall be the one from which the first communication to place the Order is sent.

Unless otherwise agreed, the postal address for sending communications to the Seller shall be its registered office: at 12540-Vila-real (Castellón), Ctra. C.V. 20, Km. 3,200. With regard to electronic communications, the email address enabled for this purpose shall be: [info.zse@zschimmer-schwarz.com](mailto:info.zse@zschimmer-schwarz.com).

## **17. DATA PROTECTION.**

Based on the provisions of the EU General Data Protection Regulation 679/2016 ('GDPR') and the applicable Spanish national regulations on the protection of personal data, the Seller will process the information provided by the Buyer for the purpose of managing the commercial relationship with the Buyer and for the execution of the Contract.

The personal data provided will be kept for as long as the commercial relationship is maintained or for the number of years necessary to comply with the applicable legal and tax obligations. Any personal data that may be provided will not be transferred to third parties except in cases where there is a legal obligation to do so. The owners of the personal data provided by the Buyer shall have the right to obtain confirmation as to whether the Seller processes their personal data, and shall be entitled to access such data, rectify any inaccuracies or request its deletion when such data is no longer necessary. The exercise of these rights may be carried out by writing to the Seller's postal address, 12540-Vila-real (Castellón), Ctra. C.V. 20, Km. 3,200.

## **18. CONFIDENTIAL INFORMATION.**

All non-public, confidential or proprietary information, including, but not limited to, specifications, samples, models, designs, plans, drawings, documents, data, business operations, customer lists, prices, discounts or rebates, which the Seller discloses to the Buyer, whether disclosed orally or disclosed or made available in written, electronic or other format or medium, and whether or not marked, indicated or otherwise identified as 'confidential,' is confidential and may not be disclosed or used by the Buyer for its own use. Upon request, the Buyer shall immediately return or destroy all documents and other materials received from the Seller. This section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer before the time of disclosure; or (c) lawfully obtained by the Buyer from a third party through non-confidential means.

## **19. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

All Intellectual and Industrial Property rights over the information provided by the Seller and over the Products belong exclusively to the Seller. This includes all know-how and knowledge, as well as, by way of example, but not limited to, all information, trademarks, documents, inventions (patents and utility models), designs, processes, texts, drawings, labelling, instructions for use, process manuals, databases, technical data sheets, the Process Book, or any other material or document, subject to intellectual or industrial property rights, as well as considered trade secrets, whether or not they have been registered.

The Buyer expressly undertakes not to develop for itself or third parties, or to commission third parties to develop, any invention, product and/or intellectual creation that may derive from the information provided by the Seller and/or the Products, unless expressly authorised in writing by the Seller.

## **20. TRADEMARKS AND DISTINCTIVE SIGNS.**

The Seller's trademarks and distinctive signs may only be used by the Buyer under the terms specifically agreed in a separate document. In particular, but not limited to, the Buyer may not, without the prior written consent of the Seller, (a) refer to the Seller, its subsidiaries, its products or services in any marketing, promotional or other advertising material, whether in written or electronic format, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual or industrial property owned by the Seller or one of its subsidiaries.

## **21. AMENDMENT OF TERMS AND CONDITIONS.**

Unless otherwise provided in these Terms and Conditions, these Terms and Conditions may only be amended or modified expressly in writing and with the signature of an authorised representative of each Party.

## **22. VALIDITY.**

If any provision of these Terms and Conditions is found to be invalid or voidable in whole or in part under applicable law, it shall be omitted from the Terms and Conditions without affecting the validity of the remaining provisions.

Likewise, if any statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, commercial or communication, or even those made verbally by any of the Seller's representatives or employees, contradicts what is expressly stated in the Terms and Conditions, it shall be void and shall be deemed not to have been made or said, unless expressly agreed otherwise in writing.

### **23. ASSIGNMENT.**

The Buyer may not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of the Seller. Any attempt at assignment or delegation in violation of this document is void. No assignment or delegation relieves the Buyer of any of its obligations hereunder.

### **24. RELATIONSHIP BETWEEN THE PARTIES.**

The relationship between the Parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating an agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract or bind the other Party in any manner.

The contractual relationship entered into between the Parties shall be for the exclusive benefit of the Parties and their respective permitted successors and assigns, and nothing herein shall confer, or does confer, upon any other person or entity any legal or equitable rights, benefits or remedies of any kind.

### **25. APPLICABLE LAW.**

These Conditions and the contractual relationship established between the Seller and the Buyer shall be governed by Spanish law and shall be governed by the provisions of their own Conditions and, in matters not provided for therein, by Spanish law, in particular by the provisions of the Commercial Code and the Civil Code.

### **26. ARBITRATION AND APPLICABLE LAW.**

These Conditions and the contractual relationship established between the Seller and the Buyer shall be governed by Spanish law.

In the event of any dispute, conflict, discrepancy, question or claim arising from the execution or interpretation of this Contract or related to it, directly or indirectly, the Parties expressly waive their own jurisdiction, if any, and submit to arbitration in 'Law' within the framework of the Courts of the Arbitration Court of Castellón of the Chamber of Commerce, Industry and Navigation of Castellón, which is entrusted with the administration of the arbitration and the appointment of the arbitrators in accordance with its Statutes and Regulations. The arbitration shall be conducted by one (1) arbitrator.

The language shall be Spanish, and the place of the proceedings shall be the headquarters of the Castellón Chamber of Commerce, Industry and Navigation.

The Parties expressly undertake to comply with the arbitration award that is issued. The United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, or any other convention replacing it, shall not apply.

## **27. OTHER PROVISIONS.**

The Seller does not recognise any other commercial conditions. The Buyer expressly waives the right to enforce its own commercial conditions.

Revision date: 15 May 2024.