

Code:	DI-4600-VT001
Revision:	02
Date:	01/02/2023

STOCKMEIER QUÍMICA, S.L.U

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL MATTERS

These General Terms and Conditions of Sale apply to all sales made by Stockmeier Química S.L.U. (hereafter referred to as Stockmeier Química) starting on 1 January 2023 and prevail over the Customer's General Terms and Conditions of Purchase and/or Sales and the order conditions received from the Customer. The Customer's General Terms and Conditions will not apply, even when not expressly excluded or not mentioned by Stockmeier Química. Any agreed special conditions shall only prevail over these General Terms and Conditions of Sale if they are expressed in writing, accepted and signed by the contracting parties. These General Terms and Conditions will apply to every matter not repealed by a special condition. By ordering from Stockmeier Química, the Customer declares that they fully accept these General Terms and Conditions.

Stockmeier Química reserves the right to update and/or modify the content of these General Terms and Conditions of Sale at any time and without prior notice. You are therefore advised to check them on a regular basis.

2. ORDERS

Stockmeier Química will only consider an order to be accepted once the purchase order form has been issued. This will state the main conditions (materials, packaging, quantities, sales price, planned delivery date, and current INCOTERM conditions). Once Stockmeier Química has accepted an order, it will be considered final, according to the agreed Terms and Conditions. The order can only be modified later on provided that the changes are agreed mutually by the parties.

As Stockmeier Química markets certain substances subject to specific legal restrictions and controls (drug precursors/explosives/chemical weapons, special fossil fuel and alcohol taxes, etc.), they reserve the right to ask the Customer for the supporting paperwork accrediting lawful use of the substance before accepting the order. The statements, reports, authorisations, records on sensitive material, etc. will be shared with the competent authorities upon request.

3. CHOICE OF PRODUCT

As the Customer, you are fully liable for your choice of sales product and how you intend to use it. Consequently, and pursuant to our catalogues, rates and/or general product information, Stockmeier Química accepts no liability nor guarantees that the product is suitable for the technical functions you intend to use it for, nor that it will fully or partially meet your expectations when purchasing it. You are therefore not entitled to return the products and claim a refund. Any technical advice that Stockmeier Química provides verbally, in writing or in tests carried out before and/or during product use is given in good faith but carries no guarantees. Stockmeier Química's advice does not replace your requirement to test the product to ascertain its suitability for the processes and functions you intend to use it for. Stockmeier Química reserves the right to modify the product's technical specifications if necessary.

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4. PRODUCT DELIVERIES

Shipping and delivery times start from acceptance of the order and are merely indicative. The Customer is not entitled to any compensation for any delivery delays. Regular delivery conditions will be DAP according to Incoterms 2020.

Stockmeier Química will make all necessary and reasonable efforts to deliver the order according to the Terms, Conditions and agreed delivery dates. This depends on their vendors supplying the product on time. The Customer shall be informed of any changes. If any changes are necessary, a reasonable effort shall be made to find the best solution for both parties.

Stockmeier Química is authorised to make partial deliveries, informing the Customer with due notice and seeking the best alternative for both parties. Their obligation to deliver the material may be suspended: if the Customer fails to comply with their financial, safety or other justified obligations; due to reasons of unforeseen circumstances; due to force majeure.

The Customer may appoint Stockmeier Química to deliver the products to the final destination. If unloading is delayed by more than 2 hours from the time the carrier reaches the final destination for reasons not attributable to Stockmeier Química, the Customer will be responsible for any expenses arising from the delay (Appendix I).

When delivering bulk goods, the carrier will only handle vehicle elements to facilitate loading/unloading and will be under no obligation to perform any additional operations besides reporting where the goods are stored and to give advice on how to load or unload them, as stated in Royal Decree Law 3/2022 of 1 March 2022. Carriers must never connect hoses to storage tanks or unloading pumps. This must be done by the recipient's staff and they shall remain solely liable for this. The Customer is liable for checking unloading connections and completing the prior checks needed to ensure safe unloading. The Customer shall unload the goods in compliance with current and applicable transport of dangerous goods by road and chemical product storage laws.

In any case, drivers may refuse to unload the product if they detect that the unloading site is unsafe or lacks proper supervision. The Customer's personnel must implement the necessary safety elements for safe product unloading. When unloading tanks, the Customer must completely empty the tank at their premises. In the case of a partial unloading, the Customer shall be liable for any costs incurred by failure to unload the full amount.

Stockmeier Química is fully exonerated from liability in the event of non-delivery due to unforeseen circumstances or force majeure, involving any event beyond their control that prevents them from complying with their obligations. This includes the vendor failing to supply the product on time, raw material shortages, legislative changes, natural disasters, pandemics and strikes. Should any of these causes which prevent Stockmeier Química from complying with their obligations persist for more than three months, they may withdraw from the order without incurring any liability.

Should the Customer refuse to accept delivery of the ordered products without a justified reason, Stockmeier Química will store them at the Customer's risk and expense and will be authorised to destroy them after two months. The Customer will be liable for storage and destruction costs.

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The data printed on the analysis certificates enclosed with the goods states the values obtained from the analysis of an ad hoc batch sample. These do not exempt the Customer from verifying and/or checking the received goods before using them.

5. CLAIMS

The Customer is obliged to check the quantity and quality of the materials when accepting delivery of them. Any claims must be printed on the delivery note.

If defects are not visibly apparent, the Customer must duly communicate them to Stockmeier the working day after receiving the goods.

Material that fails to meet the specifications described in the sales specs (non-apparent defect) or evident and demonstrable packaging and/or packing defects shall be classified as defective material. In this case, and provided that the Customer has informed Stockmeier complying with the conditions and deadlines stated in this clause, Stockmeier will compensate the Customer by replacing the material once the defective goods have been returned or by providing a refund. Stockmeier Química will inform the Customer of this decision within 30 working days. If the Customer fails to check the goods or inform Stockmeier of any defects within the deadline, Stockmeier shall assume that the Customer is satisfied with the goods.

Filing a claim does not automatically grant the Customer the right to delay or suspend their payment obligations, or to claim any type of penalty and/or compensation from Stockmeier Química. The company will not be held liable for damage to delivered material if the Customer handles or stores it incorrectly, or if it is modified in any way. Under no circumstances shall Stockmeier Química be liable for the suitability of a product for a specific use, nor shall they extend the product warranty to any other party besides the Customer.

Regarding bulk goods deliveries in tanks, claims for an unloaded amount below 0.5% of the net weight loaded at the source and certified by Stockmeier Química using the scales ticket shall be rejected. Claims for deviations above this amount must be accompanied with a calibrated and authorised scale ticket and a valid ENAC certificate.

6. PRICING

Stockmeier Química shall inform the Customer of the valid sales price, or in absence of this, the applicable general price rate. This shall be determined prior to the purchase order. Sales tax and any other applicable levy or tax will be added to this price. In the event of a substantial variation in costs or change in rates or taxes applicable to the goods, Stockmeier Química will inform the Customer of the corresponding rise, and consequently of the new product price.

The new prices will be applied unless the Customer refuses them in writing prior to the delivery of the product. In the event that the Customer does not accept the new price,

the order will be understood as not completed and Stockmeier shall not be liable in any way, in compliance with the above.

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7. PRODUCT PAYMENTS

The Customer must pay for the products sold as established in the purchase order. Products must be paid for in compliance with the Terms agreed with Stockmeier Química and any applicable laws.

Regardless of the agreed payment form, payment for goods must always be made at Stockmeier Química headquarters.

In the event of full or partial non-payment of the total of a product order, the unpaid due amount due will accrue interest on arrears starting from the payment deadline, in compliance with article 5 Law 3/2004 of 29 December 2004. Stockmeier Química is not obliged to issue an advanced warning of the application of interest, which shall be the equivalent of one-month Euribor plus a (5) percent surcharge. The Customer will also be liable for any returns expenses incurred by Stockmeier Química. Stockmeier Química will also be authorised to suspend or cancel outstanding Customer product deliveries until the order with outstanding and claimable payment has been settled or to seek prepayment for any new order.

Stockmeier reserves the right to set a credit limit for each Customer and manage deliveries based on this limit and/or presentation of a sufficient payment guarantee. In the event of a delay or incident with payment, Stockmeier Química may recover the goods subject to outstanding payment and/or initiate the corresponding legal proceedings. Stockmeier Química reserves the right to claim preliminary legal costs, particularly the costs incurred to cover subpoenas and legal fees.

Under no circumstances shall any claims filed by the Customer waive their obligation to payment the applicable invoices. Under no circumstances may the Customer offset invoices against amounts owed to them by Stockmeier Química.

Stockmeier Química reserves the right to full ownership of the sold products until the Customer has settled the full amount of the invoice. Subsequently, until full payment of the invoiced amounts is made, the Customer is considered a mere guardian of the products. This does not exempt them from complying with the delivery and transfer of possession liability regime. In the event of a delay or incident with payment, Stockmeier Química may recover the goods subject to outstanding payment and/or initiate the corresponding legal proceedings.

If the products that Stockmeier Química continues to own are processed, combined or mixed with other products, they will acquire joint ownership of the new product (hereinafter referred to as the "New Product") in the percentage that results from dividing the final invoiced product price (including sales tax) by the total value of the New Product (i.e., the price of the other products at the time of the processing, combination or mixture plus the aforementioned final invoiced product price, including sales tax). The New Product must be subject to the same Terms and Conditions as those regulated herein. The Customer may take possession of the New Product (except if pledged or assigned) from the moment that they fulfil their obligations with Stockmeier Química in due time and form. They must grant the company the credit rights resulting from the resale of the New Product if so requested, as a guarantee of the percentage of ownership pertaining to the company.

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8. PACKAGING AND WASTE

Stockmeier Química will comply with the matters established in Law 7/2022 of 8 April 2022 on waste and contaminated soil for a circular economy and the matters established in Royal Decree 1055/2022 of 27 December 2022 on packaging waste.

For packaging subject to a supplementary deposit, return and refund system, the Customer will pay a financial sum for each packaging unit subject to transaction.

Returns or refunds of used packaging will only be accepted if the type, format and brand was marketed by Stockmeier Química, who will refund the same amount that they charged.

If the packaging loses its functionality for reasons attributable to the Customer, the return or refund of the used package will still be admitted, although Stockmeier Química will not be obliged to return the financial sum paid by the Customer, in compliance with the conditions detailed below.

The conditions that Stockmeier Química establishes to accept a packaging return or reimbursement are:

- a) The product was delivered no more than 6 months ago.
- b) The packaging was not used for any purpose other than storing the product provided by Stockmeier.
- c) The packaging was not removed from the Stockmeier Customer's facilities.
- d) The packaging conservation status is correct, on inspection of the criteria determined by Stockmeier Química. In the event of receiving fully or partially defective packaging, it will be destroyed or repaired. The Customer will be liable for all expenses incurred as a result of this.
- e) Packaging must be delivered completely empty, well closed and with the original Stockmeier Química label. If packaging is received with more than 0.5% of the product inside it, it will be considered as containing waste. The Customer will be liable for the cost of destroying this waste and, where applicable, the packaging.

If returned packaging fails to meet the conditions established, and when collection and transport was carried out at the expense of Stockmeier Química, the Customer shall be invoiced for packaging collection and transportation.

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9. ORDER TERMINATION

Either party may terminate the order if the other party breaches any of the obligations established in the order. In particular, and in addition to legally applicable clauses, the following will constitute a reasonable reason for Stockmeier Química to terminate the order:

- a) Non-payment, partial or late payment of orders.
- b) Reduction in the Customer's trade credit according to Stockmeier Química's trade credit insurer.
- c) Breach of safety, environmental or any other applicable laws without instructions from Stockmeier and/or breach of health, safety or environment regulations or other applicable regulations.
- d) Breach of the Customer's obligations as established in these Terms and Conditions of Sale.

The terminating party must send a notification to the other to formalise the termination of the order in any of the abovementioned situations.

10. LIABILITY

Stockmeier Química is exempt from all liability for damage caused by product defects except when expressly obliged thereto by virtue of the applicable mandatory law. Stockmeier Química will not be held responsible for incidental, indirect or consequential loss or damage, loss of earnings, production losses or product development risks.

In any case, if Stockmeier Química is obliged to assume liability for damage suffered by the Customer, this will be limited to an amount equivalent to that corresponding to the product order that caused the damage, unless an applicable mandatory law imposes a higher amount limit on Stockmeier Química. The Customer may not file any claim against Stockmeier Química for any damage after one (1) year, starting from the date when the product risk was delivered to the Customer, in compliance with Condition 3.5 above, unless applicable laws establish a longer term.

The Customer will accept full responsibility and exonerate Stockmeier Química for harm caused to their employees or third parties due to improper product use, storage, conservation, handling or processing. This includes but is not limited to, failure to follow instructions, guidance or warnings given by Stockmeier Química.

Stockmeier Química will accept no third-party liability for reasons beyond their control, including the Customer breaching regulations applicable to the products and chemical substances. The Customer will waive Stockmeier Química from any liability for any damage and/or harm caused by them directly or indirectly breaching the obligations assumed by virtue of their contractual relationship.

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11. DATA PROTECTION

The contractual relationship and the maintenance and development of trade relations is based on the legitimate commercial interests of Stockmeier Química, S.L.U., with Tax ID no. (NIF) B88304787 and headquarters at Avda. Baix Llobregat, 3-5, 08970 Sant Joan Despí, Barcelona. Your data will be retained for the period required for data processing. Once this retention period has expired, your data shall remain at the disposal of the public administration bodies, judges and tribunals for the retention period applicable to data processing actions. For any matter related to data processing, both Customer and Stockmeier Química will, at all times, observe the applicable data protection provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the provisions of Organic Law 3/2018 of 5 December 2018 on Personal Data Protection and guarantee of digital rights and its implementing regulations.

You are hereby informed that the personal data you disclose will be stored in a database under the ownership and responsibility of Stockmeier Química S.L.U. The purpose and legal grounds for this is to manage the data of individuals the company may contact by post.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

The intellectual and industrial property of the order in all its Terms and the information enclosed with it, along with the information on the supplied products, belongs to Stockmeier Química or their vendors. Using it for purposes other than fulfilling the order, fully or partially copying the information or assigning its use to third parties without Stockmeier Química's prior written consent is expressly forbidden.

Both the Customer and Stockmeier Química will observe the obligations established by Law 1/2019 of 20 February 2019 on Business Secrets, assuming liability in the event of noncompliance.

13. FORCE MAJEURE

Stockmeier Química is exonerated from any type of liability in the event of an unforeseen circumstance or force majeure, in accordance with the concept thereof in the Civil Code, as a reason justifying non-compliance with an obligation. This also covers other cases which means the obligation cannot be met for reasons beyond Stockmeier's control, including but not limited to war or terrorist attacks, natural disasters, strikes, shortage of materials or legislative changes. Should any of these causes preventing compliance with an obligation persist for more than three months:

Stockmeier Química may withdraw from the order without incurring any liability. Should the Customer refuse to receive the delivered goods, Stockmeier Química will store them at the Customer's risk and expense.

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14. APPLICABLE LAWS AND JURISDICTION

In the event of any dispute arising regarding compliance with these General Terms and Conditions, an attempt must first be made to resolve the matter amicably. The parties will then have one month starting from the dispute being expressed by either of the parties to resolve it. After this deadline has passed, either party may access the ordinary jurisdiction. The parties agree to submit such disputes to the courts and tribunals of Barcelona and expressly waive any other jurisdiction to which they may be entitled. The contractual relationship is governed by Spanish law. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

The nullity of one or more clauses established in these General Terms and Conditions will not affect the rest of the clauses. If one or more clauses established in these General Terms and Conditions is declared void or if this voids these General Terms and Conditions, the clauses will be interpreted as having been replaced by others (i) with equivalent economic content, as far as possible, and (ii) that are not affected by the reason for invalidity. If the latter is not possible, the clauses will be replaced by those established in applicable law, expressly excluding the application of the General Terms and Conditions of the General Customer Purchase and/or Terms and Conditions of Sale.

Stockmeier Química reserves the right to modify these General Terms and Conditions of Sale.

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APPENDIX 1

Charge for unloading delays (two hours free):

	€/hour	€/day
Tank	50	500
Trailer truck	50	500

Packaging charge/payment:

	€/unit
200 L metal drum	30
Plastic IBC	200
Stainless steel IBC	3,800
20/25 carboy	0
Tins	0
Plastic drum	0
Drum with metal clamp	0