

Code:	DI-4600-EL01
Revision:	01
Date:	01/02/2024

STOCKMEIER QUÍMICA, S.L.U. GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PURPOSE

This document establishes the General Terms and Conditions of business regulating the relationship between Stockmeier Química, S.L.U. (Stockmeier) and the other party (the Supplier) for the purchase of equipment and materials, as applicable, in the form of either a Contract or an Order.

The relationship between the Parties is exclusively commercial and no employment relationship exists between Stockmeier and the Supplier's personnel. The Supplier undertakes to assume any tax and employment obligations relating to its own personnel and guarantees that it is up to date with its tax obligations and those arising from legislation on employment, social security, occupational health and safety and occupational risk prevention, as well as those corresponding to the exercise of its activities.

2. SCOPE

Any exception to any of these General Terms and Conditions by the Supplier will only be valid if it is put in writing and accepted in the same way by Stockmeier. Exceptions agreed by this procedure will only apply to a specific Order or Contract and may not be extended to other past or future Orders or Contracts. Under no circumstances will the Supplier's General Terms and Conditions of Sale apply, even when not expressly excluded or not mentioned by Stockmeier. Nor will any condition, specification, or similar point the Supplier includes in its delivery notes, invoices or, in general, in any documentation exchanged between the Parties as a result of the Order or Contract and which contradicts the provisions of these General Conditions of Purchase be applicable.

3. ORDERS

Orders or Contracts sent by Stockmeier must be confirmed in writing by the Supplier within three days. If not confirmed, they will be deemed to be tacitly accepted by the Supplier within three (3) days of their issue.

All orders will be placed in writing.

Acceptance of the Order by the Supplier also means acceptance of all of these General Terms and Conditions of Purchase of Goods, which form an integral part of the Order. Likewise, the total or partial supply of goods by the Supplier implies its acceptance of these Terms and Conditions and of the Order placed.

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4. TERM AND CONDITIONS OF DELIVERY OF THE GOODS

The delivery of the equipment and materials will be made on the date, in the place and according to the other conditions specified in the purchase order and will not be subject to variations unless expressly agreed in writing by Stockmeier. Delivery times and conditions will be considered essential and will, therefore, be binding and obligatory for the Supplier. Stockmeier may change the delivery conditions of the equipment or materials provided written notice is sent to the Supplier at least 5 days prior to the delivery date. In this case, Stockmeier and the Supplier will agree on new delivery conditions.

The Product must be delivered properly packaged according to the regulations in force at the place of delivery. If the goods are delivered in tanks, they must be fitted with the necessary devices to facilitate unloading operations. In any case, the Supplier must guarantee the integrity and safety of the Product to be supplied.

The Supplier may not subcontract all or part of the supply of goods and/or the provision of services without Stockmeier's prior consent. In cases of authorised subcontracting, the Supplier will be jointly and severally liable to Stockmeier for subcontractor performance of the obligations assumed by the Supplier.

The Supplier will deliver the goods and/or provide the contracted services in accordance with the terms established in this purchase order and it will be essential to meet the agreed deadlines. If the Supplier fails to meet the deadlines and/or other conditions established in this document, Stockmeier will be entitled to cancel the order, without prejudice to any possible compensation for damages that may be due.

The supplier is obliged to guarantee a shelf life of the delivered goods of at least 12 months. In cases where this period is not possible, the supplier must immediately notify to Stockmeier of the situation and must wait for written confirmation from Stockmeier of this acceptance.

5. TRANSFER OF OWNERSHIP AND RISK

The title of ownership and the risk of loss or damage of the equipment or materials will be considered to be transferred to Stockmeier by the Supplier upon delivery to the place agreed in the contractual documentation and in accordance with the Incoterms established in the Order or Contract.

6. INSPECTION AND QUALITY

Stockmeier, through its authorised representatives, reserves the right to inspect compliance with requirements of the contracted equipment or materials at the warehouses of the Supplier and/or its subcontractors prior to dispatch. This inspection will not exempt the Supplier from the responsibility to supply the equipment or materials in strict accordance with the agreed specifications and the applicable legal requirements or from the obligations arising from the guarantees undertaken.

Stockmeier reserves the right to reject any product that fails to meet the previously agreed quality requirements, is unsatisfactory or not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Contract or agreed specification.

In this case, the Supplier will be liable for any loss that may arise.

Without prejudice to Stockmeier's rights, the Supplier must ensure that rejected products have been replaced within five (5) working days.

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If the Supplier fails to meet this obligation, Stockmeier may purchase the required products from a third party or take measures at the Supplier's expense, without prejudice to Stockmeier's other legal rights.

Stockmeier may report any incidents with the goods within fifteen (15) days from the date of delivery.

Any amount paid to the Supplier for the rejected product will be reimbursed to Stockmeier immediately.

7. INVOICES AND PAYMENTS

The Supplier will be responsible for the accuracy of the payment details provided to Stockmeier (address, Tax ID number, bank account, etc.) and for maintaining and updating these details. Any changes to the aforementioned details must be made in writing and verified by telephone with the person responsible for placing the Order at Stockmeier.

Payments to be made by Stockmeier will be made within the period specified in Stockmeier's purchase order, as previously agreed with the Supplier.

Invoices must reach Stockmeier within seven days of the delivery date. They must comply with all legal and fiscal requirements and clearly state the product, delivered weight, agreed price, Incoterms and Stockmeier's purchase order number.

Invoices must be sent to the following address: f.proveedores@stockmeier.es

8. CANCELLATION OF THE ORDER OR TERMINATION OF THE CONTRACT

The Order may be cancelled by Stockmeier and terminated without further formality in the following cases:

- a) Expiry of term or delays in delivery.
- b) Mutual agreement by the Parties. In this case, the legal effects will be negotiated when the termination is agreed.
- c) Serious or repeated breach by Supplier of the obligations assumed by virtue of the Order and/or Contract.
- d) Supplier's repeated failure to meet the quality requirements of the services provided, thus obliging Stockmeier to increase the continuous supervision of the services.
- e) Supplier's failure to comply with the safety conditions imposed for execution of the work.
- f) At Stockmeier's request as a consequence of Supplier's failure to present certifications proving it is up to date with payment of the tax and social security obligations mentioned in the Order and/or Contract.

In these cases, the termination will not entitle the Supplier to seek compensation.

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9. CONFIDENTIALITY

All the information Stockmeier makes available to the Supplier as a consequence of an Order or Contract, including the plans, designs and technical specifications it provides to the Supplier, is the exclusive property of Stockmeier and will be considered confidential. The Supplier therefore undertakes not to reveal the information or transfer copies or reproductions of it to third parties without Stockmeier's prior written consent for each case, with the exception of any information already in the public domain or required by the administrative or judicial authorities.

The Supplier will ensure that its employees or professional advisors who have access to this information fully respect this obligation, and Stockmeier reserves the right to take legal action in defence of its interests in relation to any breach thereof.

The confidentiality obligations will remain in place until the confidential information comes into the public domain.

10. DATA PROTECTION

The Supplier and Stockmeier undertake to comply strictly with the applicable data protection regulations. If the Supplier has access to Stockmeier's personal data, Stockmeier will be considered the "Data Controller", the Supplier will be considered the "Data Processor" and the Parties will be subject to a data processing contract for the purpose of regulating the relationship between them. In this regard, the Supplier must apply the necessary technical and organisational measures to ensure the security of the data. The Supplier will be liable to Stockmeier and/or third parties for any damage that may arise from breach of its data protection obligations.

Each of the Parties will fulfil its own data protection duties and obligations with regards the processing of personal data required for the maintenance and processing of this order.

11. FORCE MAJEURE

Neither of the Parties will be held liable for breach of any of their obligations arising from the Order if its execution is delayed or made impossible as a result of force majeure. The suspension of contractual obligations will last for as long as the cause of the force majeure remains. In all cases of force majeure, the affected Party will inform the other Party in writing within three (3) days and with all the resources and documentation at its disposal, stating the cause of the force majeure and taking all the measures available to solve the cause of suspension within the shortest possible time. In this case, Stockmeier may cancel the Order if it deems it necessary. If the cause of force majeure has not ceased after one (1) month, the Supplier may request the cancellation of the Order and/or termination of the Contract.

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12. JURISDICTION AND SAFEGUARD CLAUSE

The Supplier declares that there are no contractual or legal restrictions to accepting these conditions, which are governed by and interpreted in accordance with Spanish law. Application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) is expressly excluded. The Parties expressly agree to submit to the Courts and Tribunals of the city of Barcelona to resolve any dispute or controversy that may arise between them and expressly waive any other jurisdiction to which they may be entitled.

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 makes these General Terms and Conditions void, it will be interpreted as having been replaced by others (i) with equivalent economic content, as far as possible, and (ii) not affected by the reason for invalidity. If the latter is not possible, the clauses will be replaced by the matters established in the applicable law, expressly excluding the application of the Supplier's General Terms and Conditions.

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