

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## **STOCKMEIER QUÍMICA, S.L.U**

### **GENERAL TERMS AND CONDITIONS OF SALE**

#### **1. GENERAL MATTERS**

These General Terms and Conditions of Sale shall apply to all sales made by Stockmeier Química S.L.U. (hereinafter referred to as Stockmeier Química) from the 1st of January 2023 and shall prevail over the General Terms and Conditions of Purchase and/or Sale of the Purchaser, as well as the Order conditions received from the Purchaser. The Purchaser's own general terms and conditions shall not apply, unless they are strictly excluded or in the event of silence on the part of Stockmeier Química. Any special conditions that may be agreed shall only prevail over these General Terms and Conditions of Sale only if they are in written form and are signed by the contracting parties, and these General Terms and Conditions of Sale shall apply to the extent that they have not been superseded by a special condition. Any order or purchase order sent by Stockmeier Química implies the prior and unreserved acceptance by the Purchaser of 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 without prior notice. The Purchaser is therefore advised to check them regularly.

#### **2. ORDERS**

The Order shall only be deemed to be accepted by Stockmeier Química once written acceptance of the Order has been issued by means of the Order Confirmation document, which shall state the main conditions (materials, container, quantities, sales price, expected delivery date, INCOTERM in its current version). Once the Order has been accepted by Stockmeier Química, it shall be understood as binding under the agreed terms and conditions. Subsequent modification of the Order shall be possible if it is mutually agreed again.

Stockmeier Química requires a minimum order value of 250 euros, excluding tax. If the Purchaser places an order for a lower amount, Stockmeier Química will charge a fee of 50 euros per order.

In the event of cancellation of the order by the Purchaser within 24 hours of delivery, Stockmeier Química shall charge the Purchaser a cancellation fee of 150 euros for the preparation and delivery costs.

Since certain substances marketed by Stockmeier Química are subject to specific legal restrictions and controls (Drug Precursors / explosives / chemical weapons, special Taxes on hydrocarbons and Alcohols, etc.), Stockmeier Química reserves the right to request that the Purchaser provides the necessary documentation proving the lawful use of the substance prior to acceptance of the order. Declarations, reports, authorisations, registrations on sensitive materials shall be made available to the Competent Authorities upon request

#### **3. CHOICE OF PRODUCT**

The Purchaser is solely responsible for the choice of the Product of the sale and its intended use or function. Accordingly, and in accordance with the references in its catalogues, price lists and/or general information on the Product, Stockmeier Química is neither responsible for nor does it guarantee that the Product is suitable for the technical applications intended by the Purchaser, or to achieve, in whole or in

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## **STOCKMEIER QUÍMICA, S.L.U**

### **GENERAL TERMS AND CONDITIONS OF SALE**

part, the objectives envisaged by the Purchaser when purchasing the Products. In this respect, the Customer shall not be entitled to return the Products and claim the price paid. Any technical advice provided by Stockmeier Química verbally, in writing, or by testing, before and/or during use of the Product, is provided in good faith but without warranty. The advice given by Stockmeier Química does not release the Customer from its obligation to test the supplied Product to determine its suitability for the processes and uses for which it is intended. Stockmeier Química reserves the right to modify the technical specifications of the product if necessary

#### **4. PRODUCT DELIVERIES**

Dispatch and delivery times shall be counted from the acceptance of the Order and are merely indicative, and the Purchaser shall not be entitled to any compensation for possible delays in delivery. The usual terms of delivery shall be DELIVERED ON SITE (DAP), in accordance with Incoterms 2020.

Stockmeier Química shall make all reasonable and necessary efforts to fulfil the Order on the agreed terms, conditions and delivery dates, provided that its supplier has in turn delivered on time, and shall inform the Customer of any changes, if any, that may have occurred. In this case, the best solution for both parties will be sought.

Stockmeier Química is entitled to make partial deliveries, informing the Purchaser in good time and seeking the best alternative for both parties. Stockmeier Química may also suspend its obligation to deliver the materials if the Purchaser fails to comply with any of its financial, safety or other justified obligations or for reasons of unforeseeable circumstances and/or force majeure.

The Purchaser may order Stockmeier Química to deliver the Products to the place of destination. If unloading is delayed for more than 2 hours after the arrival of the carrier at the place of destination for reasons for which Stockmeier Química is not responsible for, the Purchaser shall be charged for the costs of unloading arising from this delay (Annex 1).

In the delivery of bulk goods, in accordance with Royal Decree Law 3/2022 of the 1st of March, the carrier shall only handle the vehicle's elements, to facilitate the loading/unloading tasks, and shall have no obligation to carry out any additional operations, other than to inform where the product is stored and how to load or unload it. Under no circumstances shall the carrier connect the hoses to the storage tanks or unloading pumps, which must be done by the receiver's personnel under their responsibility. The Purchaser is responsible for the verification of the unloading connections and the necessary pre-checks to ensure safe unloading. The Purchaser undertakes to unload the goods in accordance with the current legislation on the transport of dangerous goods by road and storage of chemical products.

In any case, the driver of the vehicle may decline to unload the product if he/she denotes a lack of safety and/or supervision on the part of the installation and the personnel at the unloading site. It shall be the customer's personnel, who will provide the necessary safety elements for the safe unloading of the product. In the case of tank unloading, the Purchaser is responsible for the complete emptying of the tank at his/her premises.

In the event of partial unloading, the Purchaser shall bear all costs that may arise because of not unloading the product in full.

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## STOCKMEIER QUÍMICA, S.L.U

### GENERAL TERMS AND CONDITIONS OF SALE

Stockmeier Química shall not be liable in the event of non-delivery due to unforeseeable circumstances or force majeure, whereby all cases of non-fulfilment due to events beyond the control of Stockmeier Química, such as lack of supply by the supplier, shortage of raw materials, changes in regulations, natural disasters, pandemics or strikes. If any of these causes for non-fulfilment of an obligation extend beyond three months, Stockmeier Química shall be entitled to withdraw from the order and, without incurring any liability of its own for doing so.

If the Customer refuses to take delivery of the ordered products without good cause, Stockmeier Química shall store them at the Customer's risk and expense and shall be entitled to destroy them within two months. The costs of storage and destruction shall be paid by the Customer.

The data indicated in the certificates of analysis accompanying the goods correspond to the values obtained from the analysis of a single sample of the batch, not exempting the Purchaser from verifying and/or checking them before using the received goods

#### 5. CLAIMS

The Purchaser is obliged to check the quantity and quality of the materials at the time of receipt. In this case, he must make a corresponding reservation on the delivery note.

If defects are not visibly apparent, the Purchaser shall notify Stockmeier of the defects Stockmeier within one working day after receiving the Products.

Material that does not comply with the specifications described in the sales specifications (non-apparent defect) or material that has an obvious and demonstrable defect in the container and/or packing shall be considered defective. In such a case and provided that the Purchaser has notified Stockmeier within the conditions and deadlines set out in this clause, Stockmeier shall compensate the Purchaser by replacing the materials after delivery of the defective Products or by reimbursing the price paid by the Purchaser, a decision that Stockmeier Química shall notify to the Purchaser within 30 working days. If the Purchaser does not inspect the goods or does not notify the existence of a defect in due time, the Purchaser shall be deemed to have accepted the goods.

In case of disagreement on the quality of a material, a sample will be submitted to an external laboratory, usually SGS, for an independent analysis. Both parties agree to accept the result of this laboratory. If the result is favourable to Stockmeier, the Purchaser shall pay the costs incurred. Otherwise, Stockmeier shall bear the costs incurred.

The lodging of a claim shall not entitle the Purchaser to delay or suspend its payment obligations or to claim any penalties and/or compensation from Stockmeier Química. Furthermore, Stockmeier Química shall not be liable for any damage to the delivered materials if, they were improperly handled by the Purchaser, if they have been altered in any way, or if they have been subject to improper storage. Stockmeier Química shall not be liable in any case for the suitability of a Product for a specific use, nor shall it extend its warranty on the Products to third parties other than the Purchaser.

About deliveries of bulk Product in tanks, no claims will be accepted for quantity unloaded of less than 0.5% of the net weight loaded at origin and certified by Stockmeier Química by means of a weighing ticket. Claims for deviations of more than this amount must be quantity must be accompanied by a ticket from a calibrated and approved scale, with a valid National Accreditation Body certificate.

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## **STOCKMEIER QUÍMICA, S.L.U**

### **GENERAL TERMS AND CONDITIONS OF SALE**

#### **6. PRICING**

The valid sales price shall be the price communicated by Stockmeier Química to the Purchaser or, in the absence of this, the current general price list prior to the purchase order. To this price shall be added VAT or any other levy or tax in force at the time of invoicing. If, once the order has been placed, there is a substantial variation in costs or a change in the rates or taxes levied on the Products, Stockmeier Química shall inform the Purchaser of the corresponding increase and, consequently, of the new price of the Products.

These new prices shall apply unless the Purchaser has rejected them in writing prior to delivery of the Product. If, in accordance with the foregoing, the Purchaser does not accept the new price, the Order shall be deemed not to have been placed, without any liability on the behalf of Stockmeier.

#### **7. PRODUCT PAYMENTS**

The customer shall pay for the Products sold in accordance with the conditions set out in the order confirmation. Payment for the products shall be made in accordance with the terms and conditions agreed with Stockmeier Química, and always in accordance with current legislation.

Irrespective of the agreed method of payment, the place of payment for the goods shall be the registered office of Stockmeier Química.

In the event of total or partial non-payment of the price of any order of products, on the due date, in application of Law 3/2004 of the 29th of December, Article 5, the due and unpaid amount will accrue the corresponding interest for late payment without the need for any notice or any other reminder from Stockmeier Química equivalent to the Euribor at one month plus a surcharge of five (5) percentage points. The Customer shall also be responsible for any reimbursement costs incurred by Stockmeier Química. Stockmeier Química shall also be entitled to suspend or cancel any outstanding deliveries of products to the Customer, if the order for which payment is due and payable has not been paid, or to require payment in advance of any new order.

Stockmeier reserves the right to set a credit limit for each Customer and to subordinate deliveries based on this limit and/or the presentation of a sufficient payment guarantee. In the event of delay and/or default of payment, Stockmeier Química shall be entitled to take back the unpaid goods and/or to initiate legal action to which they may be entitled. Stockmeier Química reserves the right to claim legal costs, in particular the costs of injunctions and legal fees.

Claims made by the Customer for any reason whatsoever shall not entitle the Customer to refuse to pay any invoices. It is strictly excluded that the Customer may compensate invoices against amounts owed by Stockmeier Química.

Stockmeier Química reserves the right to full ownership of the Products sold until full and effective payment by the Customer of the invoiced price and amounts. Consequently, until full payment of the amounts invoiced, the Customer shall be a mere depositary of the Products, without this implying any exoneration from the liability regime arising from the delivery and transfer of possession. In the event of delay or incident in payment, Stockmeier Química may proceed to recover the unpaid goods and/or to initiate any legal action to which they may be entitled to.

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## **STOCKMEIER QUÍMICA, S.L.U**

### **GENERAL TERMS AND CONDITIONS OF SALE**

If the Products for which Stockmeier Química remains the owner are processed, combined or mixed with other products, Stockmeier Química shall acquire co-ownership of the new product (the 'New Product') in the percentage that results from dividing the final invoiced price of the Products (including VAT) by the total value of the New Product (i.e. the price of the other products at the time of processing, combining or mixing plus the aforementioned final invoiced price of the Products (including VAT). The New Product shall be subject to the same terms as governed by this Condition. The Customer shall be able to dispose of the New Product (except for pledging or assignment) if it fulfils its obligations towards Stockmeier Química in due time and form and shall assign to Stockmeier Química, at the latter's request, as security and in the amount of its share of ownership, the claims arising from the resale of the New Product

#### **8. PACKAGING AND WASTE**

The final holder in Spain of container waste or used container is responsible for handing it over in accordance with Law 11/1997, Royal Decree 782/1998, Royal Decree 252/2006 and analogous legislation. The final holder in any other member state of the European Union of container waste or used container is responsible for the correct environmental management in accordance with the Directives 1994/62 EEC of the 20th of December and 2004/12 EEC of the 11th of February and the applicable state regulations.

The Purchaser shall provide a security deposit to guarantee the return of the container, which shall be returned only if they are in good condition for reuse.

The container delivered by Stockmeier Química to the Purchaser may be paid for by Stockmeier Química provided that the following requirements are met:

- a) No more than 6 months have elapsed since delivery of the Product. After this period, the container shall become the property of the Customer.
- b) The container has not been used for any other purpose than to store the Product delivered by Stockmeier.
- c) The container has not been moved away from the Customer's premises of Stockmeier.
- d) The state of preservation of the container is correct, according to the criteria laid down by Stockmeier Química. In the event of receiving any container that is totally or partially damaged, it will be destroyed or repaired at the Customer's expense.
- e) The container must be delivered completely empty, tightly closed and with the original Stockmeier Química label. Used container containing product will not be taken back, as they will be considered as waste. If they are received with more than 0.5% product in them, they will be considered to contain waste and the Purchaser shall bear the cost of the destruction of the waste and, if applicable, of the container.

Stockmeier Química shall not be liable for any unreturned container, nor for container that does not comply with the return conditions indicated.

#### **9. ORDER TERMINATION**

Either party may terminate the Order in the event of breach by the other of any of the obligations set out in the Order. In particular, and in addition to those established by law, the following shall be grounds for termination at the request of Stockmeier Química, without limitation of the following:

- a) Non-payment, partial or late payment of orders.

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## STOCKMEIER QUÍMICA, S.L.U

### GENERAL TERMS AND CONDITIONS OF SALE

- b) Diminution of the Customer's commercial credit in agreement with Stockmeier Química's trade credit insurance company.
- c) Failure to comply with safety, environmental or other applicable regulations, instructions provided by Stockmeier and/or instructions provided by the Health and Safety and Environmental regulations, as well as any other applicable regulations.
- d) Failure to comply with the Customer's obligations established in these Conditions of Sale.

The order shall be terminated by notice given by either party to the other party if any of the above-mentioned grounds

#### 10. LIABILITY

Stockmeier Química shall not be liable for damages caused by defects in the Products, except where it is strictly obliged to do so under applicable mandatory law. Thus, Stockmeier Química shall also not be liable for incidental, indirect or consequential loss or damage, loss of production or profits, risks of development of the Products.

In any case, should Stockmeier Química be obliged to assume any liability for damages and losses suffered by the Customer, such liability shall be limited to an amount corresponding to the order of the Product causing the damage, unless Stockmeier Química is required by mandatory law to pay a higher amount. Likewise, the Customer shall not be entitled to claim against Stockmeier Química for any damage after the expiry of a period of one (1) year after the risk for the Products has been transferred to the Customer in accordance with the provisions of Condition 3.5 above, unless current legislation establishes a longer period.

The Customer shall be solely liable, exonerating Stockmeier Química, for any damages arising from the improper use, storage, preservation, handling or processing of the Products; in particular, but not limited to, when the Customer has not observed the indications, warnings or instructions that Stockmeier Química may have provided in this respect.

Stockmeier Química shall under no circumstances be liable to third parties for causes beyond its control, including non-compliance by the Customer with the regulations applicable to chemical products and substances. The Customer shall exempt Stockmeier Química from any liability for any claims, damages and/or losses arising directly or indirectly, from the non-fulfilment of the obligations by the former by virtue of their contractual relationship.

#### 11. DATA PROTECTION

the contractual relationship and the maintenance and development of commercial relations based on the legitimate commercial interest of Stockmeier Química, S.L.U. Tax ID number B88304787; with registered office at Avda. Baix Llobregat, 3-5, 08970 Sant Joan Despí, Barcelona. Your data will be kept for the time necessary for the purpose of the processing, and once the processing has been completed, it will be kept at the disposal of the public administration, judges and courts during the period of limitation of the actions that may be applicable to the processing of your data. In all matters relating to processing, both the Customer and Stockmeier Química shall at all times observe the provisions of the applicable data protection regulations, both European Parliament and Council Regulation (EU) 2016/679 of the 27th of April 2016 on the protection of natural persons with regard to the processing of personal data and on the

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## **STOCKMEIER QUÍMICA, S.L.U**

### **GENERAL TERMS AND CONDITIONS OF SALE**

free movement of such data, and the provisions of Organic Law 3/2018 of the 5th of December on the Protection of Personal Data and the guarantee of digital rights and its implementing regulations.

We inform you that the personal data communicated will be included in a database owned by and under the responsibility of Stockmeier Química S.L.U. whose purpose and legal basis is the processing of personal data by Stockmeier Química may be sent by post to the address described above.

#### **12. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The intellectual and/or industrial property of the Order in all its terms, and the information attached to it, as well as that of the Products supplied belong to Stockmeier Química or its suppliers; therefore, its use by the Purchaser for purposes other than the fulfilment of the Order is strictly prohibited, as well as its total or partial copying or transfer of use in favour of third parties without the prior consent of Stockmeier Química.

Stockmeier Química and the Customer shall therefore observe in this respect the obligations set forth in the following provisions Act 1/2019 of the 20th of February 2019 on Trade Secrets and shall assume the liabilities for the case of in the event of non-compliance therewith.

#### **13. FORCE MAJEURE**

Stockmeier Química is exonerated from any type of liability in the event of force majeure, or fortuitous event, in accordance with the concept of force majeure in the Civil Code, as a cause justifying the non-fulfilment of an obligation, and any other cases in which, due to circumstances beyond the control Stockmeier Química's control, it is not possible to fulfil the obligation, such as, but not limited to, war or terrorist attacks, natural catastrophes, strikes, shortages of materials or changes in regulations. If any of the causes for non-fulfilment of Stockmeier's obligations should last longer than three months,

Stockmeier Química may terminate the Order by notice to the Purchaser, without incurring any liability on its part. If the Purchaser refuses to take the delivered goods, Stockmeier shall store them at its own risk and expense.

#### **14. APPLICABLE LAWS AND JURISDICTION**

Any dispute that may arise in connection with the fulfilment of these General Terms and Conditions shall be settled in the first instance on an amicable basis, for which purpose the parties shall have a period of one month from the date of which one of the parties has made it known to the other. Once this period has elapsed, either party may bring the matter before the ordinary courts, for which the Parties stipulate to submit such disputes to the Courts of Barcelona, strictly waiving any other jurisdiction that may correspond to them. Contractual relations shall be governed by Spanish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is strictly excluded.

The invalidity of one or more of the clauses set out in these General Terms and Conditions shall not affect the remaining clauses of these General Conditions. If one or more of the clauses set out in these General

|         |               |
|---------|---------------|
| Code:   | DI-4600-VT001 |
| Review: | 01            |
| Date:   | 01/02/2024    |

## STOCKMEIER QUÍMICA, S.L.U

### GENERAL TERMS AND CONDITIONS OF SALE

Terms and Conditions should be null and void or render these General Terms and Conditions null and void, such clauses shall be interpreted as if they had been replaced by other clauses (i) with an equivalent economic content, as far as possible, (ii) which are not affected by a ground of invalidity. If the latter is not possible, they shall be replaced by the provisions of the applicable law, strictly excluding the application of the Purchaser's general terms and conditions.

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

#### ANNEX 1

Charge for unloading delays (two hours free):

|                      | €/hour | €/day |
|----------------------|--------|-------|
| <b>Tank</b>          | 50     | 500   |
| <b>Trailer truck</b> | 50     | 500   |

Order cancellation < 24 hours: 150€

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      |