

General Terms and Conditions of Sale of DISPROQUIMA

First. Scope.

These terms and conditions of sale (hereinafter referred to as "conditions"):

- shall be applicable to all present and/or future commercial sales or supply transactions between Disproquima, S.A.U. and its subsidiaries (hereinafter Disproquima) and its customers (hereinafter the "Client").
- shall prevail over the General Terms and Conditions of Purchase of such customers and/or over the particular conditions of a customer's order, in those points that are contrary to these Conditions.
- will be understood to be accepted by the Client when, once communicated by Disproquima, the Client has not made any objection to them and has issued his purchase order or does not cancel the one already issued.

The invalidity of one or more of the conditions contained herein shall not affect the validity of the remainder.

Second. Order Confirmations.

Orders issued by the Client will not be binding on Disproquima until they have been confirmed in writing by Disproquima. Disproquima will confirm receipt of the same within a maximum period of 24/48 hours (excluding non-working days). Confirmation of receipt does not imply acceptance of the delivery date requested by the customer, which will be confirmed as soon as possible.

Third. Delivery of the products.

Unless expressly agreed in writing for a specific delivery in the order confirmation, the delivery times communicated by Disproquima are merely indicative, without prejudice to the fact that it makes its best efforts to make deliveries within the deadlines required by the Client.

Unless otherwise agreed in writing, the delivery time set out in the order confirmation shall be calculated from the day of issue of such confirmation.

Disproquima will keep the information on the delivery date updated. Disproquima is fully exonerated from liability in the event of non-delivery when it is due to fortuitous event or force majeure, taking into account any event that prevents the fulfillment of the obligation due to events beyond the control of Disproquima, such as lack of supply by its supplier, shortage of raw materials, regulatory changes, etc. natural disasters, pandemics or strikes. If any of these causes preventing the fulfillment of an obligation extend beyond three months, Disproquima may withdraw from the request and without incurring any type of liability on its part.

In the event that the Client refuses to receive the requested products without justified cause, Disproquima will proceed to store them, at the Client's expense and risk, and will be entitled to destroy them within two months. Storage and destruction costs will be paid by the Client.

Fourth. Payment for the goods.

The customer must pay for the Products sold under the conditions reflected in the order confirmation. Unless otherwise expressly agreed, payment for the products will be made thirty (30) days from the day following their delivery, without prejudice to the fact that this period may be revised according to the evolution of the Client's solvency.

Regardless of the agreed payment method, the place of payment for the goods will be the registered office of Disproquima.

Any claims that the Client may submit for any reason shall not entitle him to disregard the payment of any invoice. The possibility that the Client may offset invoices against amounts owed by Disproquima is expressly excluded.

Fifth. Reservation of Ownership.

Disproquima reserves the ownership of the products that are duly paid. In the event that the Client resells products that have not yet been paid to Disproquima, it will assign any rights that it may have over them, including but not limited to, in addition to the right of credit for the collection of their price, any compensation that may be due to them for contractual or non-contractual liability, for which purpose they will provide any information that Disproquima deems necessary and that will also be provided in the event of exercise by Disproquima of a third party of ownership over the same assets.

Sixth. Transmission of Risk.

The risk regarding the products sold by Disproquima will be transferred to the Client in accordance with the agreed Incoterm, and failing that, at the time of making the products available to the Client or to the third party that collects the products on its behalf, at the facilities of Disproquima or a third party designated by Disproquima.

Seventh. Containers.

The Client will be responsible for the management of the waste in accordance with the regulations applicable in its territory.

Eighth. Warranties and Claims.

Disproquima guarantees that the products it sells comply with the specifications supplied, and does not offer any other guarantees, explicit or implicit, in relation to the products and/or their suitability for any particular use.

Disproquima will not be responsible for any damage suffered by the delivered products as a result of incorrect handling of the product, if they have been altered in any way by the Client, or if they have been subject to inadequate storage.

The Client must check and/or analyse that the product delivered corresponds exactly to the product ordered, prior to its use or marketing. Disproquima will not be liable for any damages that may be caused to the Client when such verification has not been carried out and the wrong product has been used in its production process or it has been marketed.

The Client is obliged to check the quantity and quality of the products at the time of receipt and prior to use.

In the event of defective delivery, the Client must make the corresponding reservation on the delivery note and must reliably notify Disproquima of the defect within four calendar days following the day of receipt of the products, if the defect is apparent, or thirty days from receipt if it is hidden, in accordance with current legislation. If it is proven that Disproquima is responsible for the defect in the product, Disproquima will proceed to compensate the Client, at Disproquima's option, with the replacement of the products, upon delivery of the defective products, or with the refund of the price paid by the Client, a decision that Disproquima will communicate to the Client. The Client will not return the products to Disproquima unless previously authorized.

Disproquima's total liability arising from a breach or defective performance of the Order, or any liability of Disproquima towards the Customer arising from the purchase, is limited to the price of the products that are the subject of the order.

Ninth. Resolution of the Order.

Either party may terminate the Order in the event of the other's failure to comply with any of the obligations set forth in the Order.

Tenth. Confidentiality.

All the information exchanged by the Client and Disproquima as a result of their commercial relationship is considered Confidential Information and is the exclusive property of the issuing party and the recipient undertakes not to disclose it or transfer its copies or reproductions to third parties without the prior consent of the other, with the exception of that which is in the public domain or that is required by the administrative or judicial authority.

Eleventh. Communications.

The parties agree on the validity of e-mail as a valid means of communication, for all matters relating to the day-to-day management of the relationship with the Client. For all other matters that exceed the day-to-day management of the relationship with the Client, communications must be made by reliable means. Unless otherwise agreed, the valid address for the purposes of notifications shall be understood to be the registered office of each of the parties or the one that appears, where appropriate, in the Order.

Twelfth. Code of Conduct.

By issuing the order, the Client expresses acceptance of the principles set out in Disproquima's Code of Business Conduct and Ethics, which they have previously consulted.

Update link to the latest version.

Thirteenth. Applicable Legislation and Jurisdiction.

Any dispute that may arise in relation to compliance with these Conditions of Sale must be resolved in the first instance amicably, for which the parties will have a period of one month from the date on which it has been brought to light by one of the parties. After this period, any of them may resort to the ordinary jurisdiction, for which the Parties stipulate to submit such disputes to the Judges and Courts where the delivery of the Products has taken place, expressly waiving any other jurisdiction that may correspond to them. The applicable law will be that of the jurisdiction.