

GENERAL CONDITIONS OF SALE AND DELIVERY OF CALDIC IBÉRICA S.L.U.

Previous - General Conditions previously deposited

These General Conditions of Sale modify those deposited in this Registry, on 04 august 2021, in the General Conditions Deposit Book, with number 23 and with sub-number 12571, by the commercial entity CALDIC IBÉRICA, S.L.U., (hereinafter CALDIC), being therefore repealed, based on the present ones, the aforementioned general conditions of sale, and being applicable the present ones.

1 Object

- 1.1 The following General Conditions of Sale will be duly incorporated into the agreements agreed for the individual sale of Caldic products in accordance with the provisions of Law 7/1998, of April 13, on General Contracting Conditions.
- 1.2 The clauses object of the present only may be modified by prior agreement, signed by both parties, which will become an integral part of this General Sales Conditions.

2 Order, acceptance and price

- 2.1 The scope of the sale must be clearly specified in the Customer's order. For the order to be considered effective, it must receive an express acceptance from Caldic. Orders placed online will be governed by the conditions indicated in the system created for this purpose.
- 2.2 The sale of products to the Client must constitute the object of a previous order issued by the Client, and Caldic will not be bound by
 - (i) an offer made to the Customer,
 - (ii) the mere receipt of an order, or
 - (iii) the mere acknowledgment of receipt of the said order.
- 2.3 Caldic will supply the products to the Customer in accordance with the terms and conditions contained in the offer or, if any, in the express acceptance of the order submitted by Caldic. The sale includes only the products that are the object of the order, except for those cases in which, in the Customer's order that has been accepted by Caldic, some additional documentation, information, support or services are explicitly included.
- 2.4 The General Conditions will be enhanced once the order has been issued by the Client, provided that Caldic has accepted and confirmed its completion by means of communication to the Client in the manner agreed to do so.
- 2.5 The weights, dimensions, capacities, technical specifications, and configurations referring to Caldic products included in catalogues, brochures, and technical literature, are indicative and non-binding, except for cases in which Caldic accepts a closed specification from the Client. which has to be part of the order documents.
- 2.6 The modifications and / or variations of the scope or other terms of an order that one of the Parties may



propose, must be notified to the other party, always in writing, and, in order to be valid, they must be accepted by said party. Modifications and / or variations will also be considered those caused by changes in the legislation, regulations and applicable regulations that occur after the date of presentation of the corresponding offer; if such modifications and / or variations come to impose additional or more burdensome obligations on Caldic, this shall have the right to an equitable adjustment of the contractual terms that fully reflects the consequences of the new or modified law or regulation.

3 Price.

3.1 Sales prices are net, without including VAT or any other tax, duty or fee, which will subsequently be passed on to the invoice with the corresponding rates. Unless there is a contrary stipulation in the order, or an agreement in this regard between the Client and Caldic derived from their commercial relationship, the prices include packaging, but do not include transport, charges, or insurance. These prices are only valid for the order of all the products specified in the offer.

3.2 In the case of offers prior to the order, the prices offered will have the temporary validity indicated in each case and, in this period, they will be considered as fixed for the payment conditions and quantities specified in the offer. If no period is indicated, this is generally stipulated in 15 calendar days.

3.3 Once the order is accepted by Caldic, the prices will be considered fixed and not subject to revision. However, Price could be reviewed when:

- a) It has been agreed between the Client and Caldic.
- b) The order has been modified at the request of the Client, and, in general, any variation and / or modification occurs by virtue of the provisions of these conditions.
- c) The prices have been quoted in a currency other than the EURO insofar as it has experienced a variation in parity with respect to the EURO from the date of the order to the contractual billing dates.
- d) In the event that, during the period elapsed between the communication of the accepted order and its delivery, Caldic is forced to reduce or increase the price of the product for any reason, Caldic must immediately notify the Customer, who will remain obliged on the basis of said communication to satisfy, within the agreed payment term, the modified price without prejudice to the provisions of the following condition.

3.4 As for the place of payment, the parties establish that it will be the place where Caldic has its headquarters, either by sending a check or promissory note, by transfer or by direct debit. Payment must be made within thirty (30) days from the date of the invoice for the product, unless otherwise agreed and in writing between both parties.

4 Product delivery

4.1 The delivery date of the products (delivery date) must be specified in the accepted order.

4.2 As regards the products, Caldic will have the power to deliver them no later than the day of the indicated delivery date, being obliged the Customer to receive them at that time.

4.3 Notwithstanding section 3.3.d, the Client may notify Caldic of his disagreement with the modification in the price, and may, in this regard, request the cancellation of the requested orders, provided that he had proceeded to notify said disagreement within a period not more than fifteen (15) days from Caldic's



notification of the price change.

- 4.4** Failure to notify the disagreement within the aforementioned period will entail the Client's obligation to satisfy, within the agreed payment period, the modified price duly communicated by Caldic.

5 Delivery and acceptance of products

- 5.1** The products that are included in the corresponding accepted order will be delivered to the Client by Caldic in the place agreed for it. In absence of an agreement between the parties regarding the place of delivery of the products, the products will be delivered in Caldic's warehouse. The transportation, insurance and tariff expenses that originate from the moment the merchandise has been delivered to the transport company will be those that result from the *INCOTERMS* agreed with the Client in each case.
- 5.2** The Client is obliged, at the time of receiving the product, to examine that it corresponds to the accepted order. Likewise, it is responsible for the correct adaptation and control over its application and destination, exonerating Caldic from any responsibility based on it.
- 5.3** The Client has a period of seven (7) days following receipt of the products to notify Caldic in writing of any damage or defects found in them when opening the packaging, in accordance with the provisions of article 336 of the code of Commerce.
- 5.4** In accordance with the foregoing, the Client undertakes to carry out the controls on the Product received from Caldic in such a way that it can detect any losses or defects. If, after three months (3) from the date of receipt, the Customer has not notified Caldic of any incident in relation to possible defects or hidden defects, it will be understood that he agrees with the product received.
- 5.5** In the event that the Client has detected a defect in the Product delivered and Caldic agrees with the results obtained by the Client in relation to said defect, Caldic may choose between:
- a) Replace the non-compliant amounts, at no cost to the Client.
 - b) Correct said defect whenever possible, taking into account the scope of the defect found.
- 5.6** In the event that Caldic does not agree with the results obtained by the Client, both Parties agree to submit to what results from an analysis carried out by an official laboratory, designated by both Parties by mutual agreement.
- 5.7** The expenses originated by the intervention of said laboratory will be fully supported by the party requesting the analysis.

6 Delay in payment of the goods

- 6.1** It will constitute non-compliance and, therefore, will imply the early termination of the contractual relationships between Caldic and the Client, the non-payment of the agreed amounts regarding the purchase and sale of the products, as well as any non-compliance with the Client of its obligations based on the agreements and conditions agreed with Caldic, and these General Conditions of Sale.
- 6.2** Notwithstanding the foregoing, in the event of a delay in payment by the Client, Caldic may claim said amount owed plus a default interest that will be the result of the EURIBOR interest rate in effect at the time the delay occurs., plus 2%, without prejudice to requiring 8% as the minimum interest claimed.
- 6.3** In the aforementioned case of delay, or in the event that there are well-founded doubts related to the Client's



economic situation or its solvency, Caldic may, without prejudice to being able to terminate the General Conditions as a result of the Client's breach, revoke the commercial credits that it has granted to the Client, also demanding the advance payment of the product prior to its supply.

- 6.4** In the event of litigation motivated by the Client's non-compliance, the Client undertakes to pay the legal costs, and by express agreement, the attorney and attorney fees, even if their intervention is not mandatory.

7 Product delivery guarantee: packaging

- 7.1** All products will be delivered in adequate packaging in accordance with the type of packaging specified in the accepted order or, when not specified, with the norms or standards applicable in Spain and, furthermore, adapted to the nature of the products, to the environmental characteristics of its function and the normal storage conditions that the Client must be aware of.

- 7.2** Any container and packaging material delivered by Caldic will be considered non-recoverable, and therefore will become the property of the Client, its costs being included in the price of the accepted order, the Client being responsible for its proper disposal, except for euro pallets. returnable whose costs will be subject to separate billing, the amount of which will be returned to the Client at the time of their return, which must be carried out by the Client, understanding that the returnable pallets must be in good condition, must be empty, clean and totally decontaminated.

- 7.3** Each unit of the products will be labeled by Caldic indicating (i) the description of the product (ii) the net weight and where appropriate (iii) the reference number.

8 Caldic warranties

- 8.1** The properties of the previous samples will only be binding in terms of product properties provided that this has been the subject of prior written agreement between Caldic and the Client.

- 8.2** Caldic guarantees that the Product supplied complies with the nature, quantity, substance and quality specifications indicated in the accepted order. In the event of a dispute, Caldic's current sales specification will be valid.

- 8.3** Caldic will not be responsible for damages of any nature that the Product may cause to third parties or to the Client when said damages are attributable solely to the Client due to the work of reception, storage, inspection, quality control and, in general, to the handling of the Product.

- 8.4** In this sense, the Client will hold Caldic harmless from any third-party claims resulting from the activities carried out by the Client. Likewise, Caldic is not responsible for the consequences related to the inappropriate use of the product by the Customer, who will precisely be solely responsible for such use or misuse that the product may make.

- 8.5** It results from the foregoing that the Client is solely responsible for the use, marketing and destination of the products supplied by Caldic, as well as for their correct storage and / or treatment, thereby being obliged to defend, indemnify and hold Caldic harmless, of any costs, fees, damages, claims, expenses or procedures.

- 8.6** The Client guarantees that he will comply, at all times, with the rules on consumer protection that are applicable to the marketing and / or treatment of the products and with any other public order rules that may be applicable to the distribution of the products. , in particular, to the regulations for the protection of the



environment and the elimination of waste, which may be applicable in relation to the commercialization of chemical and sanitary products, being obliged, likewise, to comply with any provision that may be applicable in the matter of regulation on import, transit, storage and use of products. Customer/Supplier shall comply with all rules and regulations as applicable to the products, including, but not limited to Data Privacy regulations, Anti-corruption regulations, Antitrust regulations, export controls/sanctions and/or environmental regulations.

- 8.7** Unless expressly stipulated to the contrary included in the offer or acceptance of the order, Caldic guarantees the products it has supplied in relation to defects in materials, manufacturing or assembly for a period of six (6) months, based on article 1490 of the Civil Code, counted from the date of manufacture of the materials.

9 Limitation of actions

- 9.1** Caldic will not be in any case responsible for (i) any cost, charge or damage that has been incurred as a consequence of any breach by the Client of its obligations derived from the General Conditions, (ii) violation by the Client of any law or regulation in matters of consumer protection, health and public order and others, that may be applicable, (iii) any direct or indirect, special or derived damages or any loss of income, profits or business or savings foreseen by the Client ; (iv) any fines, penalties, compensation, damages, costs or fees derived from this General Conditions or in connection, directly or indirectly, with it. In case of any recalls, Caldic is waived from all liability. All liability and/or claims will be referred to the manufacturer.
- 9.2** The Client must indemnify and hold Caldic harmless from any claim, actual or alleged, from third parties and from any payment of costs, charges, responsibilities, damages, fines or penalties, if such claim results from the Client's breach of its derived obligations. of the General Conditions, especially in relation to the responsibilities established in any of sections (i) to (iv) of this clause.
- 9.3** Caldic will not be responsible for delays in the delivery of the product provided that this is solely and exclusively attributable to the transport company contracted to transport the product. In any case, the claims made by the Customer against the carrier based on this, must be communicated to Caldic for the purposes of its information.
- 9.4** Likewise, the liability of Caldic, its agents, employees, subcontractors and suppliers for claims arising from the fulfillment or non-fulfillment of their contractual obligations, will not exceed as a whole the basic contractual price and will not include in any case damages derived from lost profits, loss of income, production or use, capital costs, downtime costs, customer delays and claims, replacement energy costs, loss of anticipated savings, increased operating costs or any special, indirect or consequential damages or losses of any kind. The limitation of liability contained in this clause will prevail over any other contained in any other contractual document that is contradictory or inconsistent with it,

10 Assignment

- 10.1** Consent is not required for the assignment by Caldic to any company in its group or any affiliate thereof for the performance of this General Conditions and / or any Order, Accepted Order or part of any of them.
- 10.2** Caldic's express consent to the Client will be required for the latter to assign the performance of this General



Conditions and / or any Order, accepted or not, to a third party.

11 Force majeure

- 11.1** Caldic will not be responsible for breach of any obligation established in this General Conditions as long as and to the extent that such breach is due to causes beyond its control, such as, without limitation, fire, flood, pandemic, accident, war. (declared or undeclared), embargo, blockade, riots or insurrection.
- 11.2** The Parties expressly agree that the Party affected by an event qualifying as force majeure (as it is defined in the immediately preceding section) shall not be liable for the consequential damage or loss of profits derived from said situation, as long as the affected Party thus notify the other Party in writing and immediately after the occurrence of the event in question, or the event is public and general knowledge, and the other party cannot ignore it.
- 11.3** If the cause of force majeure alleged by the Client persists for a period of more than three (3) months, Caldic may terminate the General Conditions.

12 Product handling

- 12.1** In no case will the return of those products be accepted once they have been manipulated, used and / or treated by the Client, or their original packaging has been opened.
- 12.2** Unless expressly agreed to the contrary, Caldic will not accept returns of products designed or manufactured specifically for the order.

13 Resignation

- 13.1** The fact that, at any time, any of the Parties does not demand strict compliance with any of the terms contained in this Agreement will not be considered as a waiver on their part of any right contained therein and will not prevent said Party demand strict compliance with the term in question, or any other term contained in the General Conditions at any other time, including any eventual claim for damages.

14 Modifications

- 14.1** This General Conditions may only be modified by means of a written instrument signed by the two Parties that appear as such in the Framework Contract. The modifications that may be made based on the foregoing will become an integral part of these general conditions.

15 Advertising

- 15.1** Unless the Client expressly indicates otherwise, Caldic may inform third parties of their condition as Client.
- 15.2** Likewise, once the entrusted Order is made public, Caldic may report its content and its nature.

16 Intellectual property

- 16.1** The ownership of the intellectual property rights over the works, materials and products generated in relation to the Orders belong to Caldic, without prejudice to the Client being able to use those works, materials and

products for any other legitimate purpose.

17 Informative clause on the data processing of the Parties.

- 17.1** The Client authorizes Caldic to have access to the information containing personal data for which the Client is responsible, for the execution of the Orders. Specifically, for the execution of said Orders, the Client makes personal data available to Caldic.
- 17.2** Caldic undertakes to respect all the obligations that may correspond to it as the person in charge of the treatment in accordance with the provisions of the current data protection regulations and, specifically, the provisions of article 28 of the General Data Protection Regulation 2016/679 (in hereinafter RGPD) and any other provision or complementary regulation that is equally applicable.
- 17.3** Caldic will only process the data in accordance with the instructions expressly received from the Client, and will not apply or use the data provided by the person in charge for purposes other than those agreed between the parties.
- 17.4** Caldic guarantees confidentiality in all information about activities, organization, systems, internal operations, services and any other data or information about the Client to which it has access.
- 17.5** Caldic undertakes not to reveal, transfer, assign or otherwise communicate the files or data contained therein, either verbally or in writing, by electronic means, paper or through computer access, not even for their conservation to any third party (except transfers authorized by law). For this purpose, Caldic may only allow access to the data to those employees who have a need to know them.
- 17.6** The Client may exercise their rights of access, rectification, deletion and opposition, limitation of the processing of their data, communicating it reliably to Caldic.
- 17.7** Caldic declares that it has adopted all the appropriate technical and organizational measures to guarantee the level of security appropriate to the risk as provided in article 32 of the RGPD. In this way, Caldic applies each and every one of the security measures that are applicable to the data being processed, after an analysis of the risks involved in the processing of personal data.
- 17.8** Once the Order has been fulfilled, Caldic will return to the person responsible for the treatment, within one month, all the documentation and supports that are in its possession and that contain personal data. If for any reason this return could not be carried out, Caldic will proceed to the immediate destruction of the data. The foregoing will always be carried out unless the preservation of personal data is required by virtue of Union or Member State law.
- 17.9** This General Conditions for access to data on behalf of third parties has the same validity as the existing agreement or General Conditions between Caldic and the Client.
- 17.10** In the absence of a privacy and data protection policy established by the Client, this clause shall apply, so that the Client shall comply with it in its relations with Caldic.

18 Applicable law. Submission to Jurisdiction and Competence.

- 18.1** These Conditions will be governed by, and interpreted in accordance with, Spanish law.
- 18.2** The parties expressly waive any other jurisdiction that may correspond to them and submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona.



CALDIC

Inspiring solutions in life science
and specialty chemicals
Because we care

19 Miscellany

- 19.1** The Parties may not exercise any action based on the General Conditions whatever its form after two (2) years have elapsed from the appearance of the cause on which such action is based, with the exception of claims derived from the non-payment of the product which will be governed by the rules of the Civil Code and by the provisions of these general conditions.
- 19.2** The General Conditions replace any other oral or written agreements between the Parties regarding the subject matter of this General Conditions. The Parties acknowledge that they have not entered into the General Conditions relying on any statement made but not contained in the General Conditions.
- 19.3** Any agreement established in this General Conditions that is contrary to the Law or that cannot be required for any reason, will be considered abolished, without the rest of the General Conditions losing its effects. In this case, the invalid agreement will be rectified by means of a modified text that must maintain the spirit and economic meaning of the modified text.
- 19.4** In the event that the competent court considers that any of the stipulations of these conditions is invalid or unenforceable, totally or partially, the validity of any other stipulation contemplated in these conditions and the remaining part of the stipulation in question will not be affected.