

GENERAL TERMS AND CONDITIONS OF SALE.

1. PURPOSE AND SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale (hereinafter the "GTC") shall govern the contractual relations between UBE COMPOSITES EUROPE S.L.U. and its customers (hereinafter, the "Customer"), arising from the sales of its engineering plastic composites (hereinafter, the "Product" or "Products") that UBE COMPOSITES EUROPE S.L.U. makes to the Customer for orders placed by the latter and accepted by UBE COMPOSITES EUROPE S.L.U.

1.2 The Customer accepts the GTC without reservation when placing an order for Products with UBE COMPOSITES EUROPE S.L.U., having prior knowledge of their content through the link <https://www.repol.com/documentos/REPOL-General-conditions-of-sales.pdf>

1.3 included in the offers and invoices issued by UBE COMPOSITES EUROPE, S.L.U. In addition, the GTC are accessible via the main menu of the UBE COMPOSITES EUROPE, S.L.U. website.

1.4 The GTC exclude the application of any general purchasing conditions of the Customer.

1.5 Orders for the sale of Products shall therefore be governed by the GTC, which shall be supplemented, where applicable, by any specific conditions agreed between UBE COMPOSITES EUROPE S.L.U. and the Customer. Such specific conditions shall prevail over the GTC when UBE COMPOSITES EUROPE S.L.U. has expressly accepted them in writing.

2. PLACING ORDERS

2.1 The Customer shall send orders for Products to UBE COMPOSITES EUROPE S.L.U. in writing (by email), specifying the type of Products, quantity (in the case of "closed" orders) and requested delivery date, as well as the reference number of UBE COMPOSITES EUROPE S.L.U., where applicable.

2.2 The order must be accepted by UBE COMPOSITES EUROPE S.L.U. for the agreement for the sale of the Products to be considered finalised and binding. Within a maximum period of 7 days following receipt of the order, UBE COMPOSITES EUROPE S.L.U. will inform the Customer of its acceptance. If no response is received within this period, the order will be considered rejected. Once an order has been accepted by UBE COMPOSITES EUROPE S.L.U., the Customer may not cancel all or part of the order unless an agreement is reached with UBE COMPOSITES EUROPE S.L.U. on the conditions for total or partial cancellation. If there are subsequent changes to the circumstances existing at the time of acceptance of the order by UBE COMPOSITES EUROPE, S.L.U., which impose more onerous conditions on UBE COMPOSITES EUROPE, S.L.U., the latter shall be entitled to make a fair adjustment to the contractual conditions in order to fully reflect the consequences of the new or amended rules or regulations.

2.3 The order shall be considered "closed" when the Customer specifies the specific quantity of Products that UBE COMPOSITES EUROPE S.L.U. must deliver to fulfil the order, as well as the requested delivery date. The order will be "open" when the Customer indicates to UBE COMPOSITES EUROPE S.L.U. a minimum figure or overall forecast of Product consumption for a specific period of time, with any quantities that may be indicated (as a "delivery plan") being only an estimate. In the case of an "open" order, the successive delivery dates and quantities to be supplied at each time shall be specified successively, by means of "notes" issued by the Customer and accepted by UBE COMPOSITES EUROPE S.L.U.

UBE COMPOSITES EUROPE S.L.U. is under no obligation to accept any order and therefore reserves the right to refuse it, without incurring any liability in this regard.

3. DELIVERY

3.1 The delivery times for Product orders shall be understood to be estimates or approximations, and in no case shall compliance with them be considered an essential condition unless expressly agreed in the specific conditions referred to in section 1.4. Therefore, UBE COMPOSITES EUROPE S.L.U. shall not be liable to the Customer for any delays in the delivery of the Products.

3.2 In any case, UBE COMPOSITES EUROPE S.L.U. shall endeavour to fulfil and supply orders for Products within the deadlines agreed with the Customer, provided that its resources and production capacities allow it to do so. Similarly, UBE COMPOSITES EUROPE S.L.U. may make partial deliveries of the order, with each partial delivery giving rise to the corresponding payment obligation on the part of the Customer.

3.3 UBE COMPOSITES EUROPE S.L.U. shall deliver the Products at the place and in accordance with the ICC Incoterms® rules in force at any given time, as agreed with the Customer in the sales contract. The risk, responsibility for transport and insurance, as well as the point of delivery, shall be governed by the specifically agreed ICC Incoterms®.

3.4 The absence of an agreement in this regard shall imply that the goods will be sold under the terms of Incoterms 2010 "Ex Works" and at the manufacturing plant of UBE COMPOSITES EUROPE S.L.U.

3.5 With regard to the ownership of the Products, in the event that no agreement is reached in this regard, the provisions of general condition 5.7 shall apply.

4. CONFORMITY AND CLAIMS

4.1 The Customer's conformity with regard to the quantity of Products delivered in relation to an order in question shall be confirmed by signing the corresponding delivery note at the time of delivery. If the Customer does not make a complaint about a possible defect in quantity at the time of receiving the Products, UBE COMPOSITES EUROPE S.L.U. shall not assume any responsibility. In any case, the Customer shall have a period of 72 hours to make a claim to UBE COMPOSITES EUROPE S.L.U. for a possible defect in quantity.

4.2 The Customer must examine the Products as soon as possible after receipt to verify that they comply with the type of Product ordered and that they are free from apparent or hidden defects. In any case, after receiving the Products, the Customer shall have a period of 72 hours to make a claim to UBE COMPOSITES EUROPE S.L.U. for any difference between the type of Products delivered and those requested, or for the existence of an apparent defect in them. If the Customer detects a possible internal or non-apparent defect in the Products, the period available to make a claim to UBE COMPOSITES EUROPE S.L.U. will be 30 days after receipt if the purchase has been made definitively. If the product has been deposited in the Customer's warehouses, the period will be 30 days after notification of consumption to UBE COMPOSITES EUROPE S.L.U.

4.3 UBE COMPOSITES EUROPE S.L.U. will not accept any claims received after the aforementioned deadlines. If the Customer's claim is justified and received within the deadline, UBE COMPOSITES EUROPE S.L.U. will be solely and exclusively obliged to replace the defective Products with others, and shall not be liable for any damage or loss that may arise for the Customer from the delay or failure to deliver compliant Products, in particular loss of profits, loss of production or loss of benefits, in accordance with the provisions of Condition 6 below.

4.4 The replacement of the Products shall not entail the return of the non-compliant Products, unless UBE COMPOSITES EUROPE S.L.U. expressly authorises or requests it.

4.5 In any case, when submitting the claim to UBE COMPOSITES EUROPE, S.L.U., the Customer must indicate: i) a detailed description of the damage or discrepancies with the Products ordered; ii) if applicable, the amount of such damage and the documentation justifying it, including photos of the damaged products; iii) reference to the clause in these GTC or the Order under which the claim is being submitted; and iv) any other information necessary to substantiate the claim. Similarly, at the request of UBE COMPOSITES EUROPE, S.L.U., the Customer must provide all documentation and evidence requested by the insurance company of UBE COMPOSITES EUROPE, S.L.U. in order to process the claim. Any delays in handling the Customer's claim due to failure to provide the documentation in the time and manner established by the insurance company shall not be attributable to UBE COMPOSITES EUROPE, S.L.U.

If there is a delay in the Customer receiving the Products, UBE COMPOSITES EUROPE S.L.U. may store the Products at the Customer's expense and risk, either on UBE COMPOSITES EUROPE S.L.U.'s own premises or on those of a third party. In any case, UBE COMPOSITES EUROPE, S.L.U. reserves the right to add to the price of the Products any additional expenses incurred due to the delay in receiving the Products for reasons attributable to the Customer.

5. PRICE AND PAYMENT TERMS

5.1 The sale prices of the Products shall be those set out in the offers made by UBE COMPOSITES EUROPE S.L.U. and communicated to the Customer, or in the specific conditions agreed between UBE COMPOSITES EUROPE S.L.U. and the Customer. The corresponding taxes shall be added to these prices.

5.2 Prices shall be understood to include everything that UBE COMPOSITES EUROPE, S.L.U. must contribute or perform (packaging costs, shipping costs, customs duties, taxes, transport costs in force on the day of delivery, etc.) in order to deliver the Products in accordance with General Condition 3.3.

5.3 UBE COMPOSITES EUROPE S.L.U. may modify the sale prices of the Products at any time. The increase in the sale price shall not affect any orders for Products that are already in progress and have been previously accepted by UBE COMPOSITES EUROPE S.L.U. In the event that the Customer places an order for Products with an incorrect price, UBE COMPOSITES EUROPE S.L.U. will inform you of the correct price and, where applicable, its acceptance to process the order, provided that the Customer expressly confirms this (with the correct price) within the following two days.

5.4 The Customer shall pay the price corresponding to each order of the Products, according to the conditions agreed with UBE COMPOSITES EUROPE, within a maximum period of 60 days from the date of the invoice issued for this purpose by UBE COMPOSITES EUROPE S.L.U., which shall coincide with the date of dispatch of the Products. Compliance with this payment obligation within the period established by the Customer is an essential condition of these GTC.

5.5 In the event of total or partial non-payment of the price of any order for Products, on the due date, in accordance with Law 3/2004 of 29 December, Article 5, the amount due and unpaid shall accrue the corresponding interest on arrears without the need for any notice of default or formal demand by UBE COMPOSITES EUROPE S.L.U. In addition, the Customer shall be liable for any return costs incurred by UBE COMPOSITES EUROPE S.L.U. Likewise, UBE COMPOSITES EUROPE S.L.U. shall be entitled to suspend or cancel pending deliveries of Products to the Customer until the order for which payment is due and payable has been paid, or to require advance payment for any new orders.

5.6 UBE COMPOSITES EUROPE S.L.U. may freely set a credit limit for each customer and make deliveries conditional upon this limit not being exceeded or upon the presentation of sufficient payment guarantees. In the event of total or partial non-compliance or mere delay in payment, UBE COMPOSITES EUROPE S.L.U. may choose to recover the goods pending payment or to claim their amount, and in both cases with compensation for any damages that may have been caused.

5.7 UBE COMPOSITES EUROPE S.L.U. reserves the right of ownership of the Products sold until full and effective payment by the Customer of the price and amounts invoiced. Consequently, until full payment of the invoiced amounts has been made, the Customer shall be a mere depositary of the Products, without this implying exemption from the liability regime arising from delivery and transfer of possession. If the Products over which UBE COMPOSITES EUROPE S.L.U. continues to be the owner are processed, combined or mixed with other products, it shall acquire co-ownership of the new product (the "New Product") in the percentage resulting 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 and conditions as those set out in this Condition. The Customer may dispose of the New Product (with the exception of its pledging or assignment) as long as it fulfils its obligations to UBE COMPOSITES EUROPE S.L.U. in a timely manner, and shall assign to UBE COMPOSITES EUROPE S.L.U., at the latter's request, as security and in the amount of the portion of ownership corresponding to it, the credit rights resulting from the resale of the New Product.

6. RESPONSIBILITY

6.1 The Customer is solely responsible for the use or function for which the product supplied by UBE COMPOSITES EUROPE S.L.U. is intended. In this regard, the Customer shall not be entitled to return the Products and claim a refund of the price paid. Any technical advice provided by UBE COMPOSITES EUROPE S.L.U. verbally, in writing or through testing, before and/or during the use of the Product, is provided in good faith, but without warranty. The advice of UBE COMPOSITES EUROPE S.L.U. does not release the Customer from its obligation to test the Product supplied to determine its suitability for the processes and uses for which it is intended.

6.2 UBE COMPOSITES EUROPE S.L.U. shall not be liable for any damages caused by defects in the Products, except where expressly required to do so by applicable mandatory law. Likewise, UBE COMPOSITES EUROPE S.L.U. shall not be liable for incidental, indirect or consequential losses or damages, loss of profits, loss of production or profits, or risks associated with the development of the Products.

6.3 In any case, if UBE COMPOSITES EUROPE S.L.U. is obliged to assume any liability for damages suffered by the Customer, such liability shall be limited to an amount equivalent to the amount corresponding to the order for the Product causing the damage, unless a mandatory applicable law imposes a higher quantitative limit on UBE COMPOSITES EUROPE S.L.U. Likewise, the Customer may not claim against UBE COMPOSITES EUROPE S.L.U. for any damage after one (1) year has elapsed from the date on which the risk of the Products was transferred to the Customer in accordance with the provisions of Condition 3.3 above, unless current legislation establishes a longer period on a mandatory basis.

6.4 The Customer shall be solely liable, exonerating UBE COMPOSITES EUROPE S.L.U. as appropriate, for any damage caused to its own employees or third parties as a result of the improper use, storage, preservation, handling or transformation of the Products; in particular, but not limited to, when the Customer has not observed the indications, warnings or instructions that UBE COMPOSITES EUROPE S.L.U. may have provided in this regard.

6.5 UBE COMPOSITES EUROPE S.L.U. shall not be liable in any case to third parties for causes beyond its control, including the Customer's failure to comply with the regulations applicable to products and chemical substances. In the event that the Customer fails to provide technical information or precise instructions to the end user of the Products that UBE COMPOSITES EUROPE, S.L.U. has provided or that the Customer was obliged to request from UBE COMPOSITES EUROPE, S.L.U. and has not requested, UBE COMPOSITES EUROPE, S.L.U. shall under no circumstances be liable to third parties for any damages or losses arising in such cases. Similarly, in cases where the Customer is obliged to provide information or instructions to UBE COMPOSITES EUROPE, S.L.U. in relation to the particular uses to be made of the Products, and does not provide this information or instructions, UBE COMPOSITES EUROPE, S.L.U. shall not be liable under any circumstances for any damages that may be caused by this lack of information or instructions on the part of the Customer. In all cases covered by this clause, the Customer shall hold UBE COMPOSITES EUROPE S.L.U. harmless from any liability for any claims, damages and/or losses arising, directly or indirectly, from the breach of the obligations assumed by the former under their contractual relationship.

6.6 The final owner of this type of industrial packaging shall be responsible for the correct environmental management of packaging, used containers or packaging waste.

7. COMPLIANCE WITH TECHNICAL PROVISIONS RELATING TO PRODUCTS

7.1 The Customer acknowledges that some of the Products supplied by UBE COMPOSITES EUROPE, S.L.U. may be subject to local or international export control requirements and that, without the necessary export or re-export authorisation from the competent authorities, the products in question may not be sold, assigned, transferred, among others, nor may they be used for any purpose other than that agreed with UBE COMPOSITES EUROPE, S.L.U. The Customer is responsible for complying with these requirements. The Products may not be used, directly or indirectly, in the design, production or use of nuclear, chemical or biological weapons or systems for their transport or for military applications.

7.2 The Customer undertakes that the Products delivered under the Order will not be re-exported to any destination prohibited by the legislation of the country in which the Product was manufactured.

7.3 The Customer warrants that it complies with all requirements applicable to it under Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006, commonly known as REACH - Registration, Evaluation and Authorisation of Chemicals ("REACH") with respect to the Products and the uses to which it will put them.

8. FORCE MAJEURE

UBE COMPOSITES EUROPE S.L.U. shall not be liable for any failure or delay in the fulfilment of its obligations to the Customer if this is due to any unforeseeable circumstances or force majeure affecting both UBE COMPOSITES EUROPE S.L.U. and its suppliers or carriers, including strikes, other labour or industrial contingencies, lack or impossibility of obtaining raw materials, etc. The term force majeure as used in these GTC means, by way of example and without limitation, any event, whether accidental or not, beyond the control of UBE COMPOSITES EUROPE, S.L.U., including, without limitation, acts of government or sovereignty, war (whether declared or not) or national emergency or defence requirements, riots, insurrection, civil commotion, strikes, lack of transport, factory accidents, sabotage or other disturbances, fire, explosion, flood, epidemic, acts of force majeure or any other cause and, more generally, any other circumstance or situation (including machinery breakdown, general, territorial or sectoral strikes, lockouts, reduction of working hours or other labour or industrial actions), whether similar or different, that is reasonably beyond the control of UBE COMPOSITES EUROPE, S.L.U. If the cause of force majeure lasts for more than 2 months, UBE COMPOSITES EUROPE S.L.U. or the Customer may cancel and render void any orders for Products in progress, without this giving rise to any compensation or indemnity in favour of the Customer.

If the force majeure event lasts for more than two months, UBE COMPOSITES EUROPE S.L.U. or the Customer may cancel and void any orders for Products in progress, without this giving rise to any compensation or indemnity in favour of the Customer.

9. TERMINATION

Either Party may seek to terminate an Order issued in accordance with these GTC, for reasons other than those provided for above, when any of the following circumstances arise: i) by mutual agreement between the Parties; ii) when the other Party fails to comply, in whole or in part, with any legal or contractual obligation.

10. CODE OF ETHICS AND CONDUCT

UBE COMPOSITES EUROPE has adopted and applies the Code of Ethics and Conduct of its parent company, UBE Corporation Europe (UCE), in transactions with third parties.

The Supplier declares that it is familiar with the content of the aforementioned Code of Ethics and Conduct, which is available at <https://ube.es/es/download/>, and adheres to the principles contained therein, undertaking to act in accordance with its provisions.

11. DATA PROTECTION

The Privacy Policy applicable to these General Terms and Conditions can be consulted by the Supplier at <https://www.repol.com/HTML/privacy-policy.php>

12. APPLICABLE LAW AND COMPETENT JURISDICTION

The contractual relations between UBE COMPOSITES EUROPE S.L.U. and the Customer, which are the subject of these GTC, shall be governed solely by Spanish law.

For the resolution of all disputes arising from the contractual relations covered by the GTC, UBE COMPOSITES EUROPE S.L.U. and the Customer submit, expressly waiving any other jurisdiction that may apply, to the territorial jurisdiction of the Courts of the city of Castellón.

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