

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND EQUIPMENT

### 1. PURPOSE

The purpose of these general terms and conditions (hereinafter, the "**General Terms and Conditions**") is to regulate the terms and conditions for the supply of Goods and/or equipment (hereinafter, the "Goods") specified in the corresponding order and its respective annexes, as well as in any specific conditions that may be reflected in the order.

The supplier of the Goods (hereinafter, the "**Supplier**") undertakes to make the supplies indicated in the corresponding orders, in accordance with the conditions established in the order and with the utmost diligence and in strict compliance with the corresponding quality standards, ensuring the good image of UBE COMPOSITES EUROPE S.L.U. (hereinafter, "UBE COMPOSITES EUROPE"). None of the conditions set forth in these General Conditions may be modified unless previously accepted in writing by UBE COMPOSITES EUROPE.

The Supplier's general terms and conditions of sale, if any, or any proposed amendments by the Supplier to these General Terms and Conditions shall not apply, even if they have not been expressly rejected in writing by UBE COMPOSITES EUROPE. These General Terms and Conditions, the order and any specific terms and conditions agreed between the parties constitute the contractual agreement governing the relationship between UBE COMPOSITES EUROPE and the Supplier. In the event of a dispute, the following order of precedence shall apply between the aforementioned documents: (i) contract or order; (ii) specific terms and conditions; and (iii) general terms and conditions. These General Terms and Conditions can be consulted at <https://www.repol.com/documentos/REPOL-G.P.C.-Goods-and-Equipment-October-2024.pdf> and are made available to the Supplier for review and consultation during the request for quotation phase. Upon acceptance of the order and the specific conditions set forth therein, the Supplier also accepts these General Terms and Conditions.

### 2. NATURE OF THE RELATIONSHIP

The Supplier shall act as an independent entity, subject only to reasonable instructions and guidelines given by UBE COMPOSITES EUROPE in relation to the Goods supplied, and neither the Supplier nor any of its employees or, where applicable, subcontractors shall have any express or implied right or authorisation to assume or create any obligation or liability on behalf of or in the name of UBE COMPOSITES EUROPE or to bind it in any way.

### 3. ACCEPTANCE OF THE ORDER

Unless otherwise stated in the order, it shall be deemed to have been accepted by the Supplier if no reasonable objection is made within 5 working days of the date of issue.

No clause in these General Terms and Conditions or in the terms and conditions set out in the order or in the specific terms and conditions shall limit or exclude any other warranty or obligation that the Supplier is required to fulfil by law.

In the event of non-compliance by the Supplier with the terms and conditions set out in the order, in the specific conditions or in these General Conditions, UBE COMPOSITES EUROPE reserves the right to cancel it, after notifying the Supplier, without prejudice to any other action it deems appropriate in defence of its interests.

### 4. IDENTIFICATION OF GOODS

The Goods covered by the order shall be correctly identified and shall be accompanied, preferably on the outside, by a delivery note describing their contents, referring to the material number and/or reference and the UBE COMPOSITES EUROPE order number, in order to be able to enter the UBE COMPOSITES EUROPE warehouse.

This condition is essential for the acceptance of the aforementioned Goods.

All correspondence, documentation, packages or parcels relating to this order must refer to the corresponding order number. Failure to do so may result in UBE COMPOSITES EUROPE refusing to allow unloading and returning the goods to the Supplier.

### 5. QUALITY CERTIFICATES AND TESTS

The Goods covered by the order shall be accompanied by the corresponding certificates of quality of materials and tests to which they have been subjected, complying in all cases with the applicable Spanish and European Union legislation.

The performance of analyses and tests by UBE COMPOSITES EUROPE on the Goods does not exempt the Supplier from liability for any defect in quality or quantity that UBE COMPOSITES EUROPE detects when carrying out subsequent checks in accordance with the terms established in these General Conditions.

### 6. PRICES

Prices are understood to be fixed and no revisions will be accepted, unless expressly indicated in the order.

No charges will be accepted for packaging, transport, carriage, transport insurance and similar items, unless these are expressly indicated in the text of the order.

In the event that INCOTERMS rules are included in the order or in the specific conditions, the terms and conditions of the order and, where applicable, the specific conditions shall be governed by the latest version of the INCOTERMS published by the International Chamber of Commerce.

### 7. DELIVERY

The Supplier shall deliver the Goods within the time frame, to the place and under the conditions specified in the order, at the unloading time duly authorised by UBE COMPOSITES EUROPE. Delivery must be made in compliance with current legislation and under the transport terms specified in the order. The Supplier acknowledges and accepts that the deadlines indicated in the order are essential for the proper fulfilment of the supply of the Goods and, therefore, must be strictly observed by the Supplier.

If UBE COMPOSITES EUROPE is unable to take delivery of the Goods delivered on time for any reason, it shall agree with the Supplier on the necessary measures to be taken to store them and take reasonable care of them so that they do not suffer any damage until they can be received again by UBE COMPOSITES EUROPE.

The Supplier shall immediately inform UBE COMPOSITES EUROPE of any incident that could lead to a delay in delivery, as well as all measures introduced by the Supplier to minimise the impact of such incident.

UBE COMPOSITES EUROPE shall have the right to inspect the Supplier's premises on reasonable terms, in order to inspect compliance with delivery deadlines, as well as the quality of the Goods.

In the event of failure to meet any of the deadlines, UBE COMPOSITES EUROPE reserves the right to cancel all or part of the order, or to return all or part of the Goods, if any are received after the corresponding date, without this entailing any charge for UBE COMPOSITES EUROPE. Similarly, UBE COMPOSITES EUROPE reserves the right to claim from the Supplier the difference between the price agreed between the Supplier and UBE COMPOSITES EUROPE and the price that UBE COMPOSITES EUROPE ultimately has to pay to other suppliers to whom it must turn for the supply of the Goods not supplied by the Supplier, despite acceptance of the order.

All of the above is without prejudice to UBE COMPOSITES EUROPE's right to take any action it is entitled to under applicable law to obtain the corresponding compensation for damages, which is not substitutive of and is cumulative to the payment of penalties that may be applied to the Supplier for failure to meet the delivery deadline, in accordance with the provisions of the order or, where applicable, the specific conditions.

#### **8. RECEPTION OF MATERIAL**

All shipments must be made in the manner indicated in the order or, where applicable, in the specific conditions.

Unless another address is specifically indicated in the order or, where applicable, in the specific conditions, all supplies shall be sent to UBE COMPOSITES EUROPE SLU, Polígono Industrial Mijares, C/ Industria 15, 12.550 Almazora, Castellón, where delivery and receipt shall take place.

Unless otherwise specified in the order text, in the specific conditions or in the agreed INCOTERM, transfer of ownership shall be deemed to coincide with receipt, with the Supplier bearing all risks until valid receipt by UBE COMPOSITES EUROPE. All of the above is without prejudice to any right of UBE COMPOSITES EUROPE to reject or return the Goods in accordance with these General Conditions and applicable regulations.

For the receipt of the Goods by UBE COMPOSITES EUROPE, it is essential that the Supplier complies with the instructions set out in Clause 4 above of these General Conditions.

All materials must be of exactly the quality specified in the order, in the particular conditions and in the specifications (and EDS) provided by the Supplier at the time of establishing the commercial relationship with UBE COMPOSITES EUROPE. If the Supplier has any doubts about the order, or if the specification contained in the order is unclear or incomplete, it must request any clarifications it deems necessary.

UBE COMPOSITES EUROPE reserves the right to inspect and check the Goods included in the order, without this exempting the Supplier from its responsibility for undetected defects.

All Goods rejected for not being of adequate quality or for quantities different from those specified in the order shall be returned to the Supplier, with the Supplier bearing all costs incurred by the return. The rejection of Goods may result in the total or partial cancellation of the order by UBE COMPOSITES EUROPE.

#### **9. SPECIFICATIONS, QUALITY AND WARRANTY**

The Supplier guarantees that the Goods comply with their intended purpose and will conform in all respects to the models, specifications, declarations and other characteristics that have been agreed or offered by the Supplier to UBE COMPOSITES EUROPE, both at the time of initiating the commercial relationship and at the time of responding to the request for quotation sent by UBE COMPOSITES EUROPE, in accordance with the conditions of the order and, where applicable, the specific conditions that bind it. The Goods shall be manufactured with the appropriate materials and without any defects, and the Supplier shall also guarantee the correct execution and design, which must correspond entirely to the samples or models supplied or accepted by UBE COMPOSITES EUROPE. The obligation of conformity extends, where applicable, to the correct installation of the Goods.

The Goods must pass the acceptance tests as stipulated in the order and, where applicable, in the specific conditions and within the deadlines established for this purpose.

Rejected Goods must be repaired or replaced, at the discretion of UBE COMPOSITES EUROPE, at no cost to UBE COMPOSITES EUROPE. Alternatively, once UBE COMPOSITES EUROPE identifies any non-compliance in the specifications, labelling, quality and/or quantity of the Goods, UBE COMPOSITES EUROPE may, unilaterally, terminate the order, either with partial effect in relation to the non-compliant Goods, or with extension to the rest of the order and in this case at the Supplier's expense, after notifying the Supplier for their information and records.

The signature of UBE COMPOSITES EUROPE on the delivery note/delivery note shall only prove that the Goods have been received. The signature of UBE COMPOSITES EUROPE shall not imply that the Goods have been delivered in accordance with the quality required by the order and the minimum quantity.

Without prejudice to any longer warranty period established by applicable regulations or expressly agreed in the order or in the specific conditions, all Goods shall be warranted by the Supplier against any defect for a period of two (2) years from their commissioning, unless otherwise agreed in the specific conditions. At the request of UBE COMPOSITES EUROPE, during the warranty period, the Supplier shall repair or replace, at no cost to UBE COMPOSITES EUROPE, any Goods found to be defective. While the Goods are being repaired or awaiting replacement, the warranty period shall be deemed suspended and shall resume once UBE COMPOSITES EUROPE is able to enjoy the Goods again, to its entire satisfaction.

In the event that the Supplier has to access the facilities of UBE COMPOSITES EUROPE for the repair or replacement of the Goods covered by the corresponding order, the Supplier must provide all documentation and comply with all requirements demanded by UBE COMPOSITES EUROPE through the BIA360 business activity coordination platform.

If the Supplier does not repair or replace the defective Goods within a reasonable period of time, UBE COMPOSITES EUROPE may take the necessary measures to that end, passing on all costs incurred to the Supplier.

The marketing of any chemical product must comply with REACH, Regulation 1907/2006/EC of the European Parliament and of the Council of 18 December 2006 ("REACH"). This regulation requires communication within the supply chain, and failure to comply may result in serious penalties.

Therefore, it is mandatory that the Supplier provide us, upon their first delivery and in the event of any change, with the following documentation relating to the Goods - substances, mixtures and/or articles - that they supply to us, as established in the REACH Regulation and especially in accordance with the obligations described in Articles 7, 31, 32, 33, 57 and 59 thereof:

- Safety data sheet updated in accordance with REACH.
- Written communication, preferably a signed and stamped certificate, indicating that the Goods have been pre-registered or registered, as applicable. It is highly advisable to include the pre-registration number for each substance and mandatory to include the registration number for each one, if applicable.
- Written communication, preferably a signed and stamped certificate, of the intention to register under REACH.
- Signed and stamped certificate indicating that the Goods supplied do not contain substances of very high concern ("SVHC") or, if they do, notification to the European Chemicals Agency ("ECHA") that such substances have been notified.
- Signed and stamped certificate indicating that the packaging of the Goods supplied does not contain SVHC substances or, if this is not the case, notification to the ECHA that such substances have been reported.
- Written notification of the details of any authorisation or restriction.

#### **10. PAYMENT TERMS, INVOICING AND TAXES**

Payment shall be made 60 days from the date of the invoice, by bank transfer. The Supplier shall send invoices by email to the following address: [facturas.composites@ube.com](mailto:facturas.composites@ube.com).

Invoices must indicate the order number, invoice number and date, and delivery date of the Goods. UBE COMPOSITES EUROPE may at any time request original proof of delivery of the Goods covered by these General Terms and Conditions, as specified in the order or in the specific terms and conditions.

In addition, for VAT purposes, they shall include: full name or company name, tax identification number and address of both the Supplier and UBE COMPOSITES EUROPE, place of issue, taxable amounts, VAT rates and amounts, and total value of the invoice.

Insofar as invoices do not comply with the requirements set out in this clause, they cannot be paid by UBE COMPOSITES EUROPE.

#### **11. INDUSTRIAL AND INTELLECTUAL PROPERTY**

The Supplier guarantees that neither the purchase nor the use of the Goods and/or any component thereof infringes the industrial or intellectual property rights of third parties. Therefore, the Supplier shall hold UBE COMPOSITES EUROPE harmless from any claims, costs and/or damages that UBE COMPOSITES EUROPE may suffer as a result of any claims for infringement of third-party rights in this regard.

In this regard, the Supplier undertakes to hold harmless and indemnify UBE COMPOSITES EUROPE against any and all claims, lawsuits, losses, costs, damages suffered and liabilities resulting from actual or alleged infringement of this kind, and, at its discretion, UBE COMPOSITES EUROPE may take over the defence, or assist the Supplier in the defence, of any proceedings brought for this purpose.

UBE COMPOSITES EUROPE is the owner of the trademarks, distinctive signs, patents, utility models, industrial models, supplementary protection certificates for products, copyrights, software and related rights, business and industrial secrets, knowledge and experience, as well as any other intellectual or industrial property rights and other intangible assets that it uses in economic transactions or in the exercise of its commercial activity, which may not be used by the Supplier under any circumstances, unless expressly authorised by UBE COMPOSITES EUROPE.

#### **12. LIABILITY AND INSURANCE**

Without prejudice to the specific responsibilities assumed by the Supplier in these General Terms and Conditions and in the order or in the specific conditions, the Supplier understands that, by accepting the order and, where applicable, the specific conditions, it undertakes to indemnify and hold UBE COMPOSITES EUROPE harmless from any claims, damages or liabilities that may arise due to defects in the Goods supplied by the Supplier.

The Supplier undertakes to take out the insurance policies specified in the special conditions of the order, which UBE COMPOSITES EUROPE considers necessary to cover the risks referred to in the previous paragraph, and must, at the request of UBE COMPOSITES EUROPE, provide it with a copy of the corresponding policies. Similarly, the Supplier shall provide UBE COMPOSITES EUROPE with the corresponding proof of payment for any other policy it considers necessary to cover the risks arising from the supply of the Goods as indicated in the order.

#### **13. TOOLS AND MOULDS**

All tools, components, materials, moulds, plans, documentation or instructions supplied by UBE COMPOSITES EUROPE to the Supplier for the fulfilment of the purpose of the contractual relationship between UBE COMPOSITES EUROPE and the Supplier shall be at the Supplier's risk from the moment they leave the premises of UBE COMPOSITES EUROPE, but shall remain the property of UBE COMPOSITES EUROPE. UBE COMPOSITES EUROPE shall have the right to inspect the Supplier's premises on reasonable terms in order to inspect such goods. These instruments shall not be used by the Supplier except for the specified purposes, and shall be kept in good condition and returned to UBE COMPOSITES EUROPE upon simple request or, failing that, when the contractual relationship between the parties is terminated.

#### **14. ASSIGNMENT AND SUBCONTRACTING**

The Supplier may not assign all or part of its contractual position with UBE COMPOSITES EUROPE, nor subcontract its production, except with the prior written authorisation of UBE COMPOSITES EUROPE.

#### **15. CONFIDENTIALITY**

The Supplier undertakes to keep confidential the terms and conditions of the order, the specific conditions, and all information provided by UBE COMPOSITES EUROPE to the Supplier within the framework of the commercial relationship between the parties, including the concepts set out in Clause 13 above, provided that they are not in the public domain. The Supplier shall pass on this obligation to its managers, employees, advisers and other related persons who need to have access to this confidential information in order to fulfil the obligations arising from the contractual relationship between the Supplier and UBE COMPOSITES EUROPE. In any case, the Supplier shall be liable to UBE COMPOSITES EUROPE for the fulfilment of this obligation by its managers, employees, advisers and other related persons, compensating it for any damages that such disclosure may cause to UBE COMPOSITES EUROPE.

Any communication of confidential information to third parties, even when such information must be provided in compliance with regulations or at the request of an authority, must be agreed in advance and in writing by both parties.

Upon termination of the contractual relationship between the parties, the Supplier shall return to UBE COMPOSITES EUROPE all material provided by the latter, as well as all copies made, except for one copy of the confidential information that the recipient may retain in its legal files.

The obligations arising from this provision shall remain in force even after the termination of the contractual relationship between the parties until such information becomes public domain by other legal means.

#### **16. FORCE MAJEURE**

The term force majeure, as used in these General Terms and Conditions, shall mean any event, accidental or otherwise, that is beyond the control of the parties, 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, fires, explosions, floods, epidemics, acts of God or any other cause and, in general, any other circumstance or situation that is reasonably beyond the control of the party claiming it.

The parties shall not be liable for total or partial non-compliance or delays in the performance of supplies if such non-compliance or delays are due to force majeure. The party claiming force majeure shall notify the other party as soon as possible of the force majeure situation in which it finds itself, undertaking to do everything possible to minimise its consequences. The parties shall cooperate in good faith to adjust the fulfilment of their obligations to this situation. Any delay in delivery caused by a force majeure event lasting more than one month shall entitle UBE COMPOSITES EUROPE to terminate the order without incurring any obligation to pay compensation to the Supplier.

#### **17. RESOLUTION**

Without prejudice to the other cases of termination set forth in these General Terms and Conditions, in the order and/or in the specific conditions, UBE COMPOSITES EUROPE may terminate its contractual relationship with the Supplier, in whole or in part, if the Goods do not fully comply with the requirements of the order, the specific conditions and these General Terms and Conditions. In such a case, UBE COMPOSITES EUROPE may enter into a cover contract to obtain equivalent goods from a third party, and the Supplier shall be liable for any additional costs incurred by UBE COMPOSITES EUROPE as a result, including any higher price. The contractual relationship shall be terminated by operation of law upon notification to that effect by UBE COMPOSITES EUROPE to the Supplier.

#### **18. MODIFICATION OF THE TERMS AND CONDITIONS OF THE ORDER. WITHDRAWAL OF THE ORDER**

UBE COMPOSITES EUROPE may, at any time, exercise its right to vary the terms of the order or, where applicable, withdraw from it by giving written notice to the Supplier at least ten (10) days prior to the date on which the Goods are to be delivered. Upon receipt of such notification, the Supplier shall immediately cancel or make the necessary adjustments to its orders for materials, auxiliary facilities and supplies related to the order and, thereafter, shall only do what is necessary to preserve and protect the work already performed, in the opinion of UBE COMPOSITES EUROPE. The Supplier shall allow immediate possession to be taken of that part of the Goods already manufactured and duly paid for by UBE COMPOSITES EUROPE. In the event of withdrawal, UBE COMPOSITES EUROPE shall pay the Supplier, regardless of any payments due for work already performed, as damages, the amount of direct expenses that, as a result of the cancellation of the order, have inevitably arisen for the Supplier, the burden of proof being on the Supplier, both with regard to the existence and the nature of the damages incurred, without any additional compensation being payable to the Supplier. For its part, the Supplier undertakes to minimise these expenses.

#### **19. 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.

#### **20. COMPLIANCE AND ANTI-CORRUPTION CLAUSE**

In the professional relations between UBE COMPOSITES EUROPE and the Supplier, the principles of integrity, ethics and legality shall prevail for the duration of the relationship between the parties.

The Supplier undertakes to comply with current regulations and legislation, as well as to act in accordance with the ethical principles and values of UBE COMPOSITES EUROPE or other equivalent principles and values that it has established as its own.

In this regard, the Supplier:

1. Undertakes to apply a zero-tolerance policy towards corruption, rejecting any act or type of favour that could constitute a corruption offence as established in the Criminal Code and in the applicable regulations in this area.
2. Has adequate monitoring and control measures in place to prevent crimes, or to significantly reduce the risk of them being committed within or on its behalf, especially any type of bribery or corrupt conduct.
3. It has not promised, offered or granted any type of benefit or advantage that is not justified under the law or the lawful contractual conditions for entering into this contract.

4. It is not:

i. Subject to sanctions, such as inclusion on the European Union Sanctions List or other applicable lists, nor is it owned or controlled (see note 1 below) - either individually or collectively - by natural or legal persons subject to such sanctions.

ii. Located with domicile - or in the case of a natural person, habitual residence - in a country or territory subject to geographical sanctions, whether imposed by the European Union or others that may apply, the scope of which includes the subject matter of this professional relationship; nor is it owned or controlled by persons resident in such countries. (See note 1 at the end).

5. You guarantee that you will not involve any natural or legal person who is in any of the situations set out in points (i) and (ii) above in the provision of the products and/or services that are the subject of the professional relationship between the Supplier and UBE COMPOSITES EUROPE.

6. It shall notify UBE COMPOSITES EUROPE of any change in the circumstances set out in the provisions of this clause and shall also allow it to carry out the necessary checks to ensure proper compliance with the aspects set out therein.

7. It undertakes to comply with the provisions of the Code of Ethics and Conduct of UBE CORPORATION EUROPE, S.A.U. and its subsidiaries, available on its website.

8. You undertake to notify UBE COMPOSITES EUROPE without delay of any risk or breach that you identify within or on behalf of the same, faithfully undertaking to cooperate in its eradication or clarification.

Failure to comply with the provisions of this clause, depending on its severity, will result in reasonable and proportionate consequences, which may even include the termination of this contract and, where appropriate, a claim for damages.

*Note 1. For the purposes of this provision, the following definitions shall apply: (a) "person" means any natural or legal person; (b) "ownership" means a direct or indirect shareholding of 50 per cent or more; and (c) "control" means the right or ability to dictate the decisions, actions and/or policies of an entity or its management.*

## **21. 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>

## **22. JURISDICTION AND APPLICABLE LAW**

These General Terms and Conditions, the order and the specific conditions shall be governed by and interpreted in accordance with the laws of Spain, with the express exclusion of any regional or special regulations that may otherwise be applicable.

Any dispute arising from the breach of these General Terms and Conditions and/or the order shall be submitted to the Courts and Tribunals of Castellón, with the parties expressly waiving any other jurisdiction.

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