

General Purchase Conditions

Our purchases are made in accordance with the terms and conditions set out below and other agreements, where applicable. These purchase conditions shall be considered accepted whenever a purchase order is confirmed or carried out. Any terms and conditions of purchase and shipping that are different or complementary shall not apply, not even in specific cases in which they have not been specifically rejected.

1. Purchase order

Only those orders made in writing or electronically will be valid. Any agreement or verbal agreement made via telephone will require our electronic or written confirmation. The same applies to any change and/or amendment to the order.

1.1 All deliveries must include a delivery note and Analysis Certificate, lot number(s). The delivery note must indicate: the order no. and date, the name of the merchandise, the expiry date and lot number(s) of each one, the no. of packages, their net and gross weight, the shipping date, the shipping method, Incoterms and the name of the carrier.

2. Insurance

2.1 We have a transport insurance policy. As a result, we refuse to accept any insurance costs on the part of the Supplier.

2.2 The Supplier will take out an appropriate liability insurance policy that covers any personal injury or material or financial damage caused by the Supplier, their staff or their vicarious agents as a result of the services provided and/or the delivered work or goods and must ensure that this policy remains in force for a period of 2 years. The Supplier shall be required to provide proof of such insurance cover upon request.

3. Delivery dates / Force majeure

3.1 The agreed delivery dates will be binding and mandatory. In the event the Supplier is unable to meet the delivery date, they must, without delay, notify us in writing or electronically prior to the agreed delivery date and indicate the reason and expected duration of the delay. This will not release the Supplier from their obligation to meet the agreed delivery date.

3.2 If the goods are not delivered in full within the agreed and accepted time period, Chemetall, S.A. Unipersonal reserves the right to cancel the order in whole or in part or transfer the order to a third party, in which case the Supplier shall be liable for any expenses, risks or damage that the

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merchandise included in the order may experience, including the cost of returning part of the delivered order, where appropriate. The Supplier shall be notified in writing, without the need for legal proceedings.

3.3 Acceptance of a late delivery does not constitute a waiver of the right to claim any compensation to which we are entitled as a result of the late delivery.

3.4 Instances of force majeure, particularly labour conflicts, riots, official measures and other major unpredictable and unavoidable events, will release the parties from their obligation to operate until these alterations cease to have an effect. The affected contracting party must, without delay, notify the other in writing or electronically in the event of a situation of force majeure and indicate the expected duration. The contracting parties must adjust their obligations to the new circumstances in good faith. Nonetheless, we have the right to terminate the contract without prior notice in the event we lose material interest in the further performance of the contract as a result of the situation of force majeure. Once these circumstances have been reported in writing or electronically, the Supplier waives their right to compensation or indemnity.

4. Invoicing

4.1 Invoices will be based exclusively on our analysis of the amount and weight of the delivered goods, which must be duly communicated to the Supplier.

4.2 In the event the Supplier reduces the prices during the period between the purchase order and the delivery date and/or improves the conditions, the prices and/or conditions valid on the delivery date will apply.

4.3 The Supplier must provide their bank account details in the form of a bank certificate with a view to making subsequent payments.

4.4 Payment method: 60 days from the date of invoice. Payment shall be made via bank transfer.

5 Claims and warranties

5.1 Acceptance of a delivery will be contingent upon the verification of defects, particularly those relating to propriety, integrity and adequacy. We will verify whether the delivered goods have any obvious defects insofar and as soon as reasonably practicable in the ordinary course of business and will report any identified defect without delay. In this regard, the Supplier waives the right to object to any late notice of a defect.

5.2 In the event the Supplier or any of the Supplier's subcontractors are responsible for a defect which may make us liable before third parties, the Supplier expressly undertakes to hold themselves liable for payment of compensation or any other type of liability, including liability for any resulting defective products, with full indemnity for CHEMETALL S.A. Unipersonal. This exemption will cover all costs and expenses, including legal costs.

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5.3 In the moment a Supplier complies with their obligation to rectify the defects by delivering new replacement products, the limitation period of the products delivered as compensation shall once again start from zero as of the time of delivery.

5.4 To prevent the imminent threat of considerable damage, we have the right to remedy the deficiency or defect ourselves at the Supplier's expense and with no prior warning in the event it is impossible to notify the Supplier of the deficiency or defect and the imminent threat and give them the opportunity to remedy it immediately themselves.

6. Assignment of debt

6.1 In principle, any assignment of debt shall require our prior written approval, which will not be withheld without due justification.

6.2 If, in contrast with point 6.1 above, the Supplier assigns receivables without our consent, the assignment shall continue to be valid and payment shall correspond to either the Supplier or the assignee of the receivable.

7. Third-party intellectual property rights

7.1 The Supplier ensures that they hold all industrial and intellectual property rights over the goods delivered in Spain or, to the best of their knowledge, in the country of destination of the finished product.

7.2 The contracting parties shall endeavour to keep each other informed, without delay, in the event a third party files a claim against one of them with respect to an infringement of their industrial or intellectual property rights.

7.3 In the event the contractually agreed use of the delivered goods infringes the industrial or intellectual property rights of a third party, the Supplier shall be obliged, notwithstanding their other contractual and regulatory obligations, and always in coordination with us, to either obtain the right to use the delivered goods in the manner specified in the contract with the third party, with the subsequent right to ownership at no additional cost to us, or alter the components of the products/services over which the third party has intellectual property rights in such a way that they are no longer under the scope of protection of the infringed intellectual property rights while, at the same time, complying with the requirements laid down in the contract.

8. Quality management

The Supplier shall report any anticipated changes to the following without delay and in writing:

- a) production processes, raw materials or other materials used to produce the goods.
- b) processes and equipment used to verify the goods.

c) other quality assurance measures which enable us to assess the effect that delivery and/or the subsequent production process may have on the goods.

The Supplier hereby agrees to perform a joint quality audit (system and/or product audit), if so requested by us and in relation to the goods pending delivery. The date of this audit will be arranged sufficiently in advance. The Supplier hereby gives their consent to the potential presence of persons authorised by us, as well as our customers, to the extent the goods pending delivery are of concern thereto. Where requested and in accordance with our requirements, the Supplier will implement a quality management system based on ISO and/or IATF standards and obtain the relevant certificate.

8.1 The Supplier will be responsible for any hidden or noticeable defects in the sold object.

8.2 In the case of supplies associated in any way with the aerospace business, the Supplier must retain the records related to these products for a period of 7 years (ISO 9120). The aviation sector supplier is aware that both civil and military authorities and the customer have the right to access these documents.

9. Packaging and marking

By properly loading and packaging the goods, the Supplier will exclude any damage caused during transport and storage. The packaging will be marked in accordance with the legal regulations.

10. Legal regulations

10.1 The Supplier will ensure that the goods comply with the law and all legal regulations based on the legislation in force.

10.2 As regards technical tools or similar goods, the Supplier will ensure compliance with both EU rules and regulations and the Spanish legal regulations in force.

10.3 Communication of the legal requirements throughout the entire supply chain: The Supplier is required to notify their suppliers of all applicable legal and regulatory requirements and provide information on any special product characteristics given by CHEMETALL, S.A. Unipersonal.

The Supplier must also provide proof that these legal requirements are disseminated throughout the supply chain, including at the manufacturing site.

Among other requirements, the Supplier must comply with:

- Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of-life vehicles

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- IMDS (International Materials Data System) Declaration
- REACH (Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals)
- RoHS (Restricted of Hazardous Substances) Directive 2002/95/EC
- Law 31/1995 on the prevention of occupational risks (in Spain)
- Activity licence
- Environmental requirements

11. Documents and confidentiality

11.1 Any technical or company-related information that we make available (including any characteristics that may be deduced from the samples we provide) may not be disclosed to third parties while and to the extent there is no proof that they are of public domain. Such information may only be disclosed to Supplier employees who need it to fulfil the contract and who are subject to the respective confidentiality obligations. All the information we provide to the Supplier continues to be our property and may not be reproduced or used commercially without our prior written consent, except in the deliveries we receive. When requested by us, all the information we provide (including copies and records, where applicable), as well as any deposited objects, must be returned to us in full and without delay or be destroyed in accordance with our instructions. We reserve all rights over this information (including copyrights and the right to seek property rights such as patents, registered designs, etc.).

11.2 The Supplier may not use products created with the help of our information, particularly drawings, models, etc., or our tools for their own purposes or offer or disclose them to third parties, except where necessary to fulfil their contractual obligations with us.

11.3 Any reference to the commercial relationship with us made for advertising purposes or as a reference to third parties will require our prior written consent.

12. Data protection

Our Suppliers' data will be saved and processed in accordance with the regulatory provisions in force, where necessary to duly implement the contractual relationship.

13. Place of performance, place of jurisdiction, applicable law

13.1 The place of performance of the deliveries shall be the place to which the goods are delivered as specified in the purchase order. The place of performance of all payments will be Canovelles (Barcelona).

13.2 Both parties expressly submit themselves to the jurisdiction of the courts and tribunals of Barcelona and expressly waive any other jurisdiction to which they may have recourse. These terms and conditions will be governed by Spanish law.

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14. Completeness and validity

In the event any of the contract's individual clauses and/or these General Purchase Conditions become invalid or inapplicable in part or in whole, the validity and applicability of the rest of the clauses will not be affected. The contracting parties undertake to replace any invalid or inapplicable clauses with clauses that are as similar as possible in their effect on business as those being replaced. The same shall apply in the event of a gap in the contract.

15. General communications

As quality management system requirements, all suppliers must:

- report any changes to the processes, products or services, including changes to external suppliers or the location of production, to the organisation;
- provide a certificate of conformity, test reports or a certificate of release to service, as appropriate;
- retain documented information, including retention periods and availability requirements;
- ensure that the organisation, its customers and the regulatory authorities have the right to access all relevant areas within the facilities and all applicable documented information, at any level of the supply chain;
- ensure that people are aware of:
 - their contribution to the conformity of the product or service;
 - their contribution to product safety;
 - the importance of ethical behaviour.