

TERMS AND CONDITIONS OF SALES OF CRISMACHEM S.L

1. SCOPE AND VALIDITY

The present General Conditions of Sale shall be applicable provided that the parties have not agreed upon other specific conditions expressly and in writing. The same shall be of priority application, where appropriate, on the general conditions of the purchaser. The Client acknowledges that the General Conditions of Sale have been made available to them prior to the business relations to which they may apply. The undertaking by CRISMACHEM S.L of the sale of a product to the Client implies the acceptance for this, fully and without reservation, of its terms that are considered automatically and duly incorporated into the business relations between the parties. Signing the delivery note or delivery document implies the acceptance of the present General Conditions of Sale, as well as the quality, quantity and state of the goods.

2. PRICES, OFFERS AND AGREEMENTS

The sales prices of the products shall be those that are set in CRISMACHEM's offers and rates, disclosed to the Client, or alternatively the specific terms and conditions agreed upon between CRISMACHEM S.L and the Client. The corresponding taxes shall be added to said prices. CRISMACHEM S.L may change the sales prices of products at any time. All offers, quotes and price proposals from CRISMACHEM S.L will be subject to contract at all times and may be amended or revoked at any time, regardless of whether they contain a period for acceptance. This does not affect orders already in progress. All verbal supplements, promises or changes shall be binding only if they have been made by authorised people at CRISMACHEM S.L. Samples and models shown or provided shall serve as indications only, without the products having to comply with those samples and models. Minor variations in stated size, weight, number, colour and suchlike shall not be considered to be defects. Commercial practice shall determine whether variations are minor. CRISMACHEM S.L reserves the right to set a credit limit for each Client and subordinate deliveries on the basis of this limit and/or the presentation of an adequate payment guarantee. In the event of any delay in payment, CRISMACHEM S.L may proceed to recover the goods pending payment and/or initiate appropriate legal action.

3. DELIVERIES

Unless expressly agreed otherwise in writing, the delivery shall be ex-works (Incoterms EXW). Delivery shall take place in accordance with the definitions of the latest version of the Incoterms. In the event of a conflict between these Terms and Conditions and the Incoterms, the Incoterms shall prevail. The risk attached to the products purchased will pass to the Purchaser at the time of delivery. The time of delivery is the time that the products purchased arrive at the place of delivery, even if the Purchaser does not accept the delivery. For delivery exworks, the time of delivery is the time that CRISMACHEM S.L notifies the Purchaser that the

products purchased are ready for collection. Unless expressly agreed otherwise in writing, the delivery period specified and agreed will not be a final deadline. The mere fact that CRISMACHEM S.L exceeds the agreed delivery period shall not constitute a breach of contract, shall not result in default or any liability to the Purchaser and shall not entitle the Purchaser to terminate the Agreement. If a delivery period has not been expressly agreed upon, a reasonable delivery period shall apply. CRISMACHEM S.L shall have the right at all times to deliver in consignments, and shall always be entitled to invoice for such partial performances separately. If the Purchaser does not accept delivery, or in the case of ex-works delivery, does not collect the products delivered within seven days after delivery and/or in the manner stipulated by CRISMACHEM S.L the Purchaser shall be in default without notice of default being required, and CRISMACHEM S.L shall in any case be entitled to invoice for the agreed price.

4. PACKAGING AND TRANSPORTATION

The responsibility for the correct environmental management of industrial packaging lies with the final owner.

The loading or filling of transport equipment and/or packaging made available by the Purchaser shall take place at the Purchaser's expense and risk. If CRISMACHEM should nonetheless be liable, the provisions of Article 7 of these Terms and Conditions shall then be fully applicable. CRISMACHEM S.L shall have the right to refuse to load equipment and/or fill packaging if it does not fulfil reasonable safety requirements set by CRISMACHEM S.L. In that case, CRISMACHEM S.L shall not be liable for any costs arising from a possible delay. Costs shall also be understood to include the costs referred to in Article 3.

5. RETURNS, COMPLAINTS AND GUARANTEE

Without prior written consent on its part, CRISMACHEM S.L shall not be obliged to accept returns from the Purchaser. If products are returned without the prior written consent of CRISMACHEM S.L, their dispatch and storage after their return shall be at the Purchaser's expense and risk. The risk in returned products shall continue to be borne by the Purchaser until CRISMACHEM S.L has accepted the return in writing and received the returned products, to which acceptance CRISMACHEM S.L may attach conditions. The Purchaser shall itself be responsible for checking, or having someone check, the conformity of products during their delivery. Complaints must be made in writing within 14 days of the time of delivery, stating the reasons for the complaint and if possible accompanied by proof, failing which the Purchaser shall be deemed to have accepted the quantity and quality of the products and shall lose any claim against CRISMACHEM S.L in respect of defects in the products supplied, subject to the provisions of this article regarding warranties. Complaints about products which have already been treated and/or processed in any way after delivery shall not be accepted. Submitting a complaint will not release the Purchaser from its payment obligations. If a complaint is submitted in time and in accordance

with these Terms and Conditions, and CRISMACHEM S.L is reasonably of the opinion that the complaint is justified, CRISMACHEM S.L shall be free to choose either to deliver what is lacking, or to redeliver the products found to be unsound free of charge, or to grant a discount on the price. By performing in one of the stated ways, CRISMACHEM S.L shall have discharged its guarantee obligation fully and shall not be obliged to pay any further compensation. Replaced products shall become the property of CRISMACHEM S.L. The guarantee on products delivered by third parties may never extend beyond the guarantee that is provided to CRISMACHEM S.L by the manufacturer or importer of those products. Any claim under this Article 6 shall in any case lapse three months after the time of delivery.

CRISMACHEM S.L warrants that the products sold to the Purchaser shall at the moment of delivery comply with the specifications as provided by CRISMACHEM S.L to the Purchaser for such products. CRISMACHEM S.L does not make any express or implied warranty as to the merchantability or fitness for any particular purpose of the products. This warranty will lapse if the Purchaser fails to fulfil its obligations under the Agreement and/or these Terms and Conditions. Invoking the warranty will not release the Purchaser from its obligations under the Agreement and/or these Terms and Conditions. In case of a breach of the warranty, the Purchaser's only remedy is a claim for performance of the Agreement by CRISMACHEM S.L.

6. PAYMENT

Unless agreed otherwise in writing, payment must be made within 30 days of the invoice date, without any discount and/or setoff, in the currency specified on the invoice. The claim made by the Buyer will not entitle him to neglect the payment of any invoice. The possibility that the Buyer may offset invoices against amounts owed by CRISMACHEM S.L is expressly excluded. CRISMACHEM S.L reserves the domain of the products until the moment of the payment of the same. In the event that the Buyer resells products not yet paid to CRISMACHEM S.L he will assign to him any rights that he may have on them, including without limitation, in addition to the credit right to collect their price, any indemnities that may be due to him for liability contractual or non-contractual, to the effect of which will provide you with as much information as CRISMACHEM S.L deems necessary and which will also be provided in the event that CRISMACHEM S.L exercises a third-party domain on the same assets.

7. LIABILITY

CRISMACHEM S.L will only be responsible for the damages caused maliciously in the fulfillment of its contractual obligations. CRISMACHEM S.L shall never be liable for indirect loss of any kind including consequential loss and lost profits, and non-material loss suffered by the Purchaser or by a third party as a result of CRISMACHEM S.L, or a person for whom it is liable under the law, failing in the performance of the Agreement. CRISMACHEM S.L shall not be liable for damage, of whatever nature and in whatever form, which arises after the products delivered by CRISMACHEM S.L have been treated and/or processed. CRISMACHEM S.L does not guarantee the completeness and accuracy of information received by CRISMACHEM S.L from

its own supplier and will not be liable for any damage – of whatever nature and in whatever form – incurred as a result of the incompleteness or inaccuracy of this information. The liability of CRISMACHEM S.L shall at any event be limited at all times per event, with a series of connected events counting as one event, to the amount that is paid out under GENERAL TERMS AND CONDITIONS OF SALE General terms and conditions. CRISMACHEM's business liability insurance policy in the case concerned. The Purchaser must compensate CRISMACHEM S.L for, and indemnify it against, all third-party claims, for whatever reason, in connection with compensation for any damage, costs, interest and/or losses which arise in connection with the products delivered by CRISMACHEM S.L to the Purchaser, unless and insofar as the Purchaser demonstrates that the claim falls exclusively within CRISMACHEM's area of responsibility. The provisions of this Article shall also apply in favour of all legal or natural persons used by CRISMACHEM to perform the Agreement. Any claim for damages shall in any case lapse three months after the time of delivery.

8. RESERVATION OF TITLE

The products which CRISMACHEM S.L supplies to the Purchaser will remain the property of CRISMACHEM S.L until the Purchaser has paid all amounts, including interest and costs, it owes to CRISMACHEM S.L under or in connection with the Agreement. Before payment has been made in full, the Purchaser shall not have the right to fully or partially pledge the products to third parties. Purchaser shall further not have the right to transfer ownership of the products, other than in accordance with its normal activities or the normal use of the products. The Purchaser shall keep the products delivered subject to a reservation of title with due care and as the recognisable property of CRISMACHEM S.L and shall insure these products against damage and theft. If one of the situations described in Article 10 arises, CRISMACHEM S.L shall have the right to take back itself, or have someone else take back, the products which are its property, at the Purchaser's expense, from the place where they are located. The Purchaser will cooperate fully and hereby authorises CRISMACHEM S.L irrevocably, if that situation arises, to enter, or have someone enter, the premises in use by or for the Purchaser. The Purchaser shall not be permitted to rely upon a right of retention with regard to the costs incurred in connection with the safekeeping pursuant to this article, or to offset those costs against its performance. The Agreement and these Terms and Conditions do not entail any transfer or licensing of any intellectual property rights to the Purchaser. The Purchaser warrants to CRISMACHEM S.L at all times and indemnifies CRISMACHEM S.L in this respect that the use by CRISMACHEM S.L of data, specifications or material provided by the Purchaser does not breach any statutory regulation or infringe third-party rights.

9. COMPLIANCE WITH LAWS

The Purchaser shall comply with all applicable laws including but not limited to laws relating to anti-bribery and anti-corruption and laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers, and (iii) the regime for the control of exports, transfer, brokering and

transit of dual-use items. The Purchaser shall not directly or indirectly utilise, sell, ship or otherwise transfer, the products purchased from CRISMACHEM S.L to or through any country, entity or individual as prohibited under national and international regulations.

In the event that, due to force majeure, CRISMACHEM S.L is prevented from performing the Agreement, or performance becomes more costly, CRISMACHEM S.L shall have the right to suspend the Agreement in full or in part for the duration of the force majeure situation, or to terminate the Agreement in full or in part, without judicial intervention and without CRISMACHEM S.L being obliged to pay any compensation.

10. SUSPENSION AND TERMINATION

Without prejudice to the provisions of Article 9, and without prejudice to the right to claim compensation, CRISMACHEM S.L may suspend the fulfilment of its obligations under the Agreement either wholly or in part or terminate the Agreement either wholly or in part out of court by means of a written notification, without any obligation to pay compensation, in the event that (there is a reasonable expectation that): a) the Purchaser materially fails to fulfil one of its obligations under the Agreement, such as its obligation to pay on time and in full; b) an attachment is made against the Purchaser; c) the Purchaser is granted a moratorium; d) a petition is filed for the Purchaser's bankruptcy, or the Purchaser is declared bankrupt; e) the Purchaser makes a payment arrangement with one or more of its creditors; f) the Purchaser dies, is placed under guardianship or put into administration; or g) the Purchaser's business is sold or dissolved. If, in accordance with this Article, CRISMACHEM S.L suspends performance of the Agreement, the Purchaser must, at the request of CRISMACHEM S.L, extend any letters of credit prescribed by the Agreement and/or security required in accordance with Article 2 of these Terms and Conditions up to the new delivery date. If, in accordance with this Article, CRISMACHEM S.L terminates the Agreement in whole or in part, CRISMACHEM S.L may claim back, as its property, any products

delivered but not yet paid for in full, offset against any sums already paid, without prejudice to its right to compensation. If one of the situations described in this Article arises, all amounts owed by the Purchaser to CRISMACHEM S.L shall be due and payable in full and immediately, without prior notice of default being required. The Purchaser may not suspend compliance with its obligations under or in connection with the Agreement or these Terms and Conditions on whatever grounds

11. INVALIDITY AND CONVERSION

If any provision in the Agreement or these Terms and Conditions is held to be or becomes illegal, invalid, not binding or unenforceable (in each case either in its entirety or in part) under any law of any jurisdiction:

a) that provision shall to the extent of its illegality, invalidity, lack of binding effect or unenforceability be deemed not to form part of this agreement but the legality, validity, binding effect and enforceability of the remainder of the Agreement or these Terms and Conditions shall not be affected; and b) a provision will apply between CRISMACHEM S.L and the Purchaser which is legal, valid, binding and enforceable which is as similar as possible in terms of contents and purpose.

12. APPLICABLE LAW AND JURISDICTION

The present General Conditions of Sale shall be subject to Spanish law or that law that would be applicable to the commercial relationship between the CRISMACHEM S.L subsidiary that carries out the sale and the Client. In case of discrepancies regarding the interpretation, application or execution thereof or dispute regarding the terms set forth in these general conditions, the Parties agree to submit to the jurisdiction of the courts and tribunals of the city of Granada or those courts that may be competent to settle any dispute between the CRISMACHEM S.L subsidiary and the Client. Notwithstanding, CRISMACHEM S.L may request any measure seeking to satisfy its interests before a different court.