

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale and any subsequent versions are freely accessible on the Seller's website www.corplex.com. Any order implies the unreserved acceptance of these General Terms and Conditions of Sale which prevail over all other conditions, with the exception of those which have been expressly accepted in writing by the Seller. The sale shall be regarded as concluded (*perfeccionada*) on the date of the Seller's acceptance of the order. If any of these clauses become null and void, the other clauses shall remain valid.

2. DELIVERY

2.1. Unless otherwise agreed upon at the time of the order, delivery shall be regarded as made as soon as the goods are available at the Seller's premises. The Buyer shall bear the risks of the ordered goods from said delivery. The Buyer shall collect the goods from the Seller's premises (unless an alternative location is set out in the order) on the date agreed upon for delivery. The Seller is entitled to damages for the loss it incurs due to failure to remove the goods, and may either be authorised by court to leave the sold item(s) in a given place and pursue payment of the price, or automatically cancel the sale without notice. In the latter instance, the Buyer shall be liable to pay compensation equal to the amount of the sale price plus 10%.

2.2. Delivery times are indicative unless a firm and imperative date is agreed upon in writing by the Seller and the Buyer. In the latter case only, if such date is not met, the Buyer may issue a formal notice asking for the order to be cancelled for non-compliance with the shipping date, provided that any right to compensation is excluded. The delivery date will automatically be suspended by any event beyond the Seller's control which results in delayed delivery. In all circumstances, delivery within the deadline will only occur if the Buyer has complied with all its obligations towards the Seller.

3. ACCEPTANCE

3.1. The Buyer must carry out a quantitative and qualitative inspection of the delivered goods immediately on receipt and must issue written, precise and detailed reservations, if there are any anomalies in the goods, and record them on the transport documents. The Seller will have no liability where the Buyer provides insufficient or incomplete reservations. If an anomaly is found by the Buyer on delivery, the Buyer shall carry out all necessary steps to support any claim the Seller may have against the carrier.

3.2. The Buyer shall bear the costs and risks of transporting the goods after delivery. The Buyer must check on receipt that the delivered goods correspond to the goods ordered and that there are no apparent defects. If no complaints or reservations are made in this respect by the Buyer on the day the goods are received, said products may no longer be returned or exchanged, pursuant to the provisions of paragraph 1 of Article 366 of the Spanish Commercial Code and Article 1,468 of the Spanish Civil Code. If the Buyer notes any apparent defects or that the delivered goods do not correspond to the ordered goods on the date they are received, the Seller undertakes to replace the delivered products with new products identical to the order. The costs incurred by the return and delivery of the new goods shall be borne exclusively by the Seller.

4. PRICE and PAYMENT

4.1. As our industrial manufacturing is specific for each order, our prices (excluding taxes and charges for delivery of the goods, as well as any discounts) are given in the form of a quotation. This quotation becomes firm and final on the date the order is accepted. Any tax, levy, duty or allowance payable pursuant to the applicable law in force on the date of the order shall be borne by the Buyer.

Unless otherwise stipulated, invoices are payable in full within 30 days from the invoice date and without discount.

Under no circumstances may payments owed to the Seller be suspended or subject to any reduction or set-off without the Seller's written consent.

4.2. If payment is not received by the due date, penalties equal to the European Central Bank's (ECB) half-yearly policy rate in force on 1st January or 1st July in commodity prices, changes in customs duties and taxes, changes in exchange rates, changes in legislation and changes in the Buyer's financial situation. If no agreement can be reached by the parties, the Seller shall have the right to terminate the contract by giving one month's notice.

General Terms and Conditions of Sale. Interest shall be applied from the day following the due date for payment shown on the invoice or, failing that, on the 31st day following the date of receipt of the goods or the end of the performance of the service, as well as an administrative fee for recovery costs of 40 euros. Late payment charges are payable without a reminder being issued.

Any payment made to the Seller shall be offset against the sums due whatever the cause, starting with those with the oldest due date.

If no payment of the price has been made at its due date, the Seller may automatically cancel the sale once 2 working days after a formal notice requesting payment has elapsed, without prejudice to any damages that may be claimed by the Seller.

5. INVOICING

The invoice is issued by the Seller in two copies, one of which will be delivered to the Buyer once the delivery or service provision has been completed.

6. RETENTION OF OWNERSHIP AND SUBROGATION OF RECEIVABLES

6.1. **THE SELLER SHALL RETAIN OWNERSHIP OF THE GOODS IT HAS DELIVERED UNTIL THE PRICE HAS BEEN PAID IN FULL AND CLEARED FUNDS.** If payment is not made at its due date, the Seller may cancel the sale, as specified above. These provisions do not prevent the transfer of risk for the products upon delivery.

6.2. The Buyer is authorised to resell the delivered goods in its normal business. However, it then assigns to the Seller all sale proceeds it receives from resale to the third-party buyer. The Buyer is authorised to recover any sale proceeds, even after this assignment, without the Seller's right to such proceeds being affected. However, the Seller undertakes not to recover the sale proceeds provided that the Buyer fulfils its payment obligations correctly and on time. The Seller may require the Buyer to keep it informed of the sale proceeds assigned to it, provide the names of the debtors as well as any information necessary for recovery, and provide the related documents and inform the debtors of the assignment.

When the delivered goods are resold with other goods that do not belong to the Seller, or if they are incorporated into other products, the Buyer's claim against the third-party buyer is deemed to be assigned for the price agreed between the Seller and the Buyer. No waiver of such assignment may be granted by the Seller without proof of notification to the Buyer's debtors of the Seller's right to recover the amounts due.

7. GUARANTEE

Article 1,484 of the Spanish Civil Code shall apply in the event of latent defects on the goods sold.

8. LIABILITY

8.1. In the event of the Seller's non-performance, poor performance or incorrect performance of its obligations, the Seller's liability towards the Buyer shall be subject to the following financial limits:

- under no circumstances shall the Seller be accountable to the Buyer for any loss of profits, loss of use, loss of production, loss of contracts or for indirect damages that may be suffered by the Buyer; and

- the total liability of the Seller resulting in loss or damage for the Buyer shall be limited to material and direct damages only and shall cover replacement of defective goods, as well as rectifying any defective quantities, provided that its total liability shall not exceed the amount (excluding tax) of the order relating to the defective goods.

The Buyer waives any recourse against the Seller and its insurers beyond this limit and undertakes to obtain from its insurers the same waiver of recourse.

8.2. Any claim made by the Buyer does not suspend the obligation to pay for the goods concerned.

8.3 Nothing in these General Terms and Conditions of Sale applies to exclude or limit the liability of the Seller as a result of wilful misconduct (*dolo*).

9. INDUSTRIAL AND INTELLECTUAL PROPERTY

Patents, trademarks, designs and models, copyrights, domain names, trade secrets, software, know-how or, more generally, any information subject to industrial/intellectual property rights, registered or otherwise, are and remain the exclusive property of the Seller. There is no assignment of industrial/intellectual property rights between the parties through their commercial relations. Any total or partial reproduction, modification or use of these rights for any reason whatsoever is strictly prohibited.

10. UNFORESEEABLE CIRCUMSTANCES

If an unforeseeable event occurs which is beyond the control of the parties and which makes fulfilment by the Seller of its obligations unachievable or has a detrimental impact on the Seller and results on an exorbitant disproportion between the parties obligations, the parties agree to negotiate an amendment to the contract in good faith. This includes the following events in particular: changes in commodity prices, changes in customs duties and taxes, changes in exchange rates, changes in legislation and changes in the Buyer's financial situation. If no agreement can be reached by the parties, the Seller shall have the right to terminate the contract by giving one month's notice.

11. TECHNICAL CLAUSES

The Seller reserves the right to change the product and its technical characteristics whilst maintaining its performance in accordance with the European directives which take into account environmental requirements in the design and manufacture of packaging.

12. COMPLIANCE

12.1. The Buyer undertakes to comply with the provisions of Spanish anti-corruption regulation (as amended from time to time).

12.2. Each party acknowledges that it acts as an independent data controller for personal data processed in connection with their commercial relations and that it comply with its respective obligations under the GDPR Data Protection legislation (European Regulation 2016/679 of 27.04.2016).

13. ATTRIBUTION OF JURISDICTION. APPLICABLE LAW

Failing amicable agreement, the Parties waive any other venue to which they may be entitled and submit to the exclusive jurisdiction of the courts of the city of Madrid for any dispute that may arise, directly or indirectly, from these General Terms and Conditions of Sale, particularly regarding their existence, validity, force, interpretation, fulfilment or termination, even in the case of third-party appeals or multiple respondents. The applicable law shall be Spanish law (*legislación común española*).