

# GRUPO ALIBÉRICO

## GENERAL CONDITIONS OF PURCHASE

### Article 1: Application and enforceability of the General Conditions of Purchase.

These general conditions of purchase (hereinafter, the "GCPs") shall govern all Contracts entered into with anyone of the companies of the business Group GRUPO ALIBÉRICO (hereinafter, "GA" or "Purchaser"). The GCPs shall take precedence over any general condition of sale of the Supplier's, as well as over any and all provisions contained in the invoices or any other document issued by the Supplier. The GCPs shall be fully applicable to the relationship between the Purchaser and the Supplier, unless its application is limited by contained express dispositions contained in the Order setting out the specific conditions between the Parties. If, due to any circumstance, the Purchase opposed the application of these GCPs at a certain point, that shall in no case entail the Purchaser's waiver of its subsequent invocation or application in the future.

### Article 2. Definitions

In these GCPs, the following terms shall bear the meanings set out below:

- "**Purchaser**": Any company of Grupo Alibérico that appears in the Order or another document to which these GCPs are applicable.

- "**Contract**": The terms set out in these GCPs and the Order regulating the relationship between the Parties. Should there be any conflict between these GCPs and the Order, the provisions of the latter shall prevail.

- "**Supplier**": The natural and/or legal person responsible for providing the Products and/or for providing the Services set out in the specific conditions and according to these GCPs. The obligations and responsibilities imposed upon the Supplier shall extend, if any, to the subcontractors.

- "**Product(s)**": Goods, subject to contract, described in the Order's specific conditions.

- "**Order**": A written communication sent by the Purchaser to the Supplier specifying, among other things, the type and quantity of Products required, specifications thereof, the date and place of delivery and the price according to the specific conditions, the technical specifications and the agreed commercial terms. A purported Order shall only be considered an Order when it expressly sets out the wish to enter into a contract.

- "**Party**" or "**Parties**": Purchaser and/or Supplier, as the case may be.

### Article 3: Availability of the General Conditions of Purchase.

The GCPs shall always be available to the Supplier on the GA's website (www.aliberico.com), which the Supplier may access at any time.

### Article 4: Acceptance of the Orders.

The Orders shall be deemed to have been accepted and the contractual relationship between the Purchaser and the Supplier to have been created on the date on which the Order is sent, unless the Supplier expressly notifies the Purchaser in writing that it shall not accept it within three (3) days following the date on which it is issued.

### Article 5: Cancellation and/or amendment of the Orders.

The Purchaser reserves the right to amend the Contract at any time (for example, by amending the technical specifications of the Order and/or specific conditions, or the scope of the work covered by the Contract) and the Supplier undertakes to implement said changes as soon as possible, never in a period greater than two (2) days.

If these changes affected the costs, delivery deadlines or quality, the Supplier shall immediately send the Purchaser a technical and financial proposal accompanied by the corresponding supporting documentation setting out said effects, and the Purchaser may, at its discretion, consider said proposal as an amendment to the Contract.

If the Parties could not reach an agreement on this proposed amendment or if the Supplier did not comply with the provisions of this Article, the Purchaser expressly reserves the Right to:

a) Request that another supplier implement the requested amendments, in which case the Supplier agrees to supply to the Purchaser all the material and information needed to implement said amendments; or

b) To rescind the Contract in whole or in Part without any penalty or compensation for the Purchaser. The Supplier may not, in any circumstances, amend the conditions set out in the Order and/or specific conditions (including, among others, changing its components, materials, processes used to manufacture, or its place of manufacture) without the Purchaser's prior written consent.

### Article 6: Information, suggestion, warnings.

The Supplier must, notwithstanding the competence or prior knowledge that the Purchaser may have in this area: i) make all recommendations in relation to the appropriateness of the necessary technical specifications; ii) provide the Purchaser with adequate information, suggestions and warnings in relation to the nature and composition of the Products or Services contracted; iii) provide the Purchaser with information and suggestions needed for the proper storage and use of the Products; and, iv) warn the Purchaser about the risks related to the Products or the provision of the contracted Service, including in particular those regarding health, safety and the environment or other dangerous risks.

### Article 7: Product delivery.

#### 7.1. Delivery conditions

By accepting the Order made according to the provisions of article 4 hereinabove, the Supplier commits to deliver the Products as set out in the Order and, where applicable, to i) produce the Products, according to the specifications provided by the Purchaser in the Order, ii) according to the traceability systems the Purchaser has notified to the Supplier and, otherwise, according to the traceability standards of the sector or industry, iii) to package the Products according to the Purchaser's indications and, otherwise, according to the highest quality standards of the industry or sector, iv) to deliver to the address set out in the Order by the Purchaser, who may change the dispatch instructions at any time, giving prior notice to the Supplier, v) include, along with the Products to be delivered, those documents and mandatory certificates (among others, the CE certificate, if applicable) that must be supplied to the Purchaser by the Supplier.

The Products shall be delivered on the date and within the schedules specified in the Order. The delivery dates are an essential condition of the Contract. The Supplier shall give written notice by email of any type of delay in compliance with the delivery date as soon as it is known to the Supplier. In this case, the Purchaser may cancel the Order, notwithstanding the provisions of Article 9.2. Unless otherwise indicated in the Order, the deliveries shall be made according to DAP (Delivered at Place) Incoterms 2020 rules. Therefore, the Supplier is responsible for the shipping costs until the place of delivery given by the Purchaser. The Supplier shall also bear the risk for damages or impairment of the Products in transport.

The delivery notes must be delivered alongside the Products and must be numbered and contain the following information: both companies' tax details, delivery date, quantity (boxes, units, etc.) for each batch, order no., batch no. and expiry date thereof, code and description of the Products. At all events, they must match those shown on the invoice. Likewise, the delivery notes must ensure that the product is fully traceable.

#### 7.2. Acceptance or rejection of the Products

The Purchaser reserves the right to not receive the Products received in whole or in part when they do not comply with the required specifications, the quality levels, and any other characteristic specified on the Order or in these GCPs. In this case, the Purchaser shall have the right to purchase the Products set out in the Order or other alternatives through other sources, with the Supplier bearing any additional cost or expense that may arise in this purchase. The Supplier shall be liable for bearing the costs and taking the steps necessary to collect the Products rejected by the Purchaser.

The mere fact of signing a delivery note for the physical delivery of products exclusively entails receiving a dispatch and, in no case, entails acceptance of the Products by the Purchaser, the application of article 336 of the Commercial Code being, at all events, excluded.

The Purchaser shall not receive Products that have not been subject to an Order.

### Article 8: Quality.

The Supplier guarantees that all the Products and Services supplied will conform to the quantities, qualities, specifications, descriptions and other specifics included in the Order and will be in conformity to the samples, design criteria, plans, descriptions, requirements and specifications that the Purchaser may provide. If there are changes to the product, productive processes or in the origin of the raw materials, the Supplier must notify it in advance and in writing to the Purchaser for approval before the Order is put into production. Any change in the use of packing/packaging materials, tools, etc. must also be notified and must be approved in writing by the Purchaser before said change is made. The

packaging means must be appropriate to preserve the product from any external agent (contamination, odours, impacts, etc.). The Purchaser reserves the right to inspect the Supplier's production lines, facilities and warehouses and to ask the Supplier for information, which the latter is bound to provide. The Supplier is committed to fulfilling the good practices that are generally accepted in the industry, including safety and the total destruction of scrap metal, waste or byproducts, preventing reuse by third parties. It is the sole responsibility of the Supplier to ensure compliance with the hygiene safety at work measures by its workers and those of companies that, where appropriate, with the express authorisation of the Purchaser, subcontracts or participate in the process until the Products are delivered. The Supplier may not subcontract the manufacture of the Products without the prior written express authorisation of the Purchaser.

### Article 9: Guarantees and responsibility of the Supplier.

9.1. In relation to the Products to be delivered or service to be provided under these GCPs, the Supplier guarantees the following terms: i) Any Products supplied (including the packaging and packing thereof) fulfils the nature, substance, specification and description requested by the Purchaser, they are suitable for the Purchaser's industrial use and they satisfactorily fulfil the quality standards required by the Purchaser, specifically the samples provided by the Purchaser (if any). ii) The Products fulfil the highest standards and comply with the applicable regulations. iii) The Products do not infringe or breach the rights of third parties or of the Purchaser concerning the use of patents, trademarks, registered designs, copyright, know-how or industrial and intellectual property. iv) The Products comply with all current legislation and standards in the European Union, as well as in the countries of origin, destination, and any other country that may be applicable.

9.2. The Supplier shall compensate the Purchaser for all direct, indirect and consequential damages, loss of profit, loss of earnings, loss of business, impairment of goodwill, as well as other associated costs (including legal bills, product recall, destruction of product, etc.) incurred by the Purchaser or the Purchaser's customers as a result of Product defects, delays in their delivery, any action or omission by the Supplier, in its Products, by its employees, or by the companies the Supplier subcontracts to deliver the Products, as well as the breach by the Supplier of any other of the obligations set out in these GCPs or in the corresponding Order as well as for breach of any regulations that may be applicable and, in particular, regarding IP. This responsibility shall, likewise, be applicable to any contamination or defect in the end product manufactured by the Purchaser, as a consequence of the Products supplied by the Supplier.

9.3. The Supplier has the obligation and is responsible of taking out and maintain at its expense and risk an insurance policy with an insurance company of acknowledged prestige covering the Supplier's obligations derived from the Contract. The Supplier is obliged to send a copy of the insurance policy when so requested by the Purchaser. In the event that the Supplier provides the transport service, it must cover, specifically, the cost of the damaged transported merchandise, the transport costs to replace and collect them, regardless of what the applicable regulations may stipulate in this regard.

9.4 Under no circumstances shall the Purchaser be liable to the Supplier for losses of use, of profit, losses of business, or losses of any type due to indirect, special or consequential damages or losses that the Supplier had to bear as a result of the Order.

### Article 10: Return of the Products or refund of the price.

In the event of non-compliance of the delivered Products, verified by the Purchaser according to the provisions of section 7, the Supplier must replace the Products and must bear the costs and risks of such a return, or pay and refund the price of the Products, whichever the Purchaser chooses; at all events, the provisions of section 9 hereinabove shall be applicable.

### Article 11: Price.

The prices of the goods or services shall be those set out in the Order, which do not include VAT, but shall include all the costs, including the delivery, transport, packaging, insurances, environmental levies, of said goods or services, and other costs that the Supplier may bear until the delivery is executed as requested by the Purchaser.

The price set out in the Order is considered fixed and closed and shall not be amended for any reason without the express consent in writing of the Purchaser.

In the event that the Purchaser were obliged to withhold a tax or charge according to applicable laws or regulations, it may withhold and deduct said tax or charge from the price before making the payment to the Supplier.

In case of an Order for international supply that may be subject to a treaty on withholdings at source, the Supplier must submit a residency certificate according to the applicable tax Convention to avoid Double Taxation, which shall be renewed subsequently, if necessary.

### Article 12: Invoicing.

In each and every one of the documents issued by the Supplier in relation to an Order (invoice, delivery note, etc.), the following must be specified: Purchaser's and Supplier's identification details, applicable Order number, internal code or reference of the Purchaser's material (if applicable), detailed description of the goods and services, delivery date, quantity of units delivered from the Order, whether it is a partial or complete delivery, or a final delivery against said Order. The invoices shall also include the payment method and expiry date according to the terms agreed in the Order. When the Products have to be delivered on several dates according to the Order, the Supplier shall issue one invoice for each of the Product deliveries. The Products' delivery date shall be the reference date for the payments and other items related to the payment. The invoice must be sent to the Purchaser as early as possible from the delivery. No payment shall be made without an invoice. The invoices must fulfil the legal requirements of the countries of origin and destination of the Products and those through which they are transported. The Purchaser reserves the right to not accept invoices that do not fulfil them or if their details do not match the delivery note or the Order. As an exception to the foregoing, in those cases in which the Supplier delivers Products on consignment to the Purchaser by the latter expressly accepting it, the Supplier shall not issue any invoice until the Purchaser issues the corresponding written consumption declaration of the aforementioned products.

### Article 13: Payment and compensation.

The payment of the price of the Products or services shall be made by bank transfer within the period set out in the Order. It is the Supplier's responsibility to provide the bank account to which the transfer has to be made, alongside the Bank Certificate of Account Ownership. The payment currency shall be the Euro (€) unless otherwise specified in the Order. In accordance with the provisions of article 1195 of the Civil Code, the Purchaser shall have the right to compensate the Supplier with the appropriate sums for any amount it owes to the Purchaser. On the contrary, the Supplier may not in any circumstances apply the compensation mechanism set out herein.

Partial or full payment for the Products does not imply acceptance of them. The Purchaser reserves the right to reject and return Products that do not comply with the Order's specifications, regardless of the moment in which the defect, hidden defect or discrepancy with what is stated in the Order is discovered. Should this occur, the Supplier must issue the appropriate credit notes and return the corresponding amounts, notwithstanding other considerations that are regulated in these GCPs. In the specific event that the Product consists of providing a transport service, the Purchaser shall not bear the cost of the shipping if the Supplier or the carrier does not deliver the original CMR duly signed and stamped by the recipient and the corresponding delivery note.

Payments made before the acceptance has been completed must be considered subject to such acceptance and as a down payment on the total price.

### Article 14: Retention, delay or non-payment.

In the event of a disagreement or dispute in relation to an invoice, the Purchaser reserves the right to retain payment thereof until the parties reach an agreement. In this situation, the Supplier may not suspend outstanding Products deliveries.

### Article 15: Transfer of ownership.

The Supplier is the owner of the Products until the delivery has been made as set out in the Order and it has been accepted by the Purchaser in the terms set out in these GCPs or until the payment is made by the Purchaser, if this happens earlier. In the case of delivery of products in consignment according to the provisions of article 12 above, the Supplier shall be the owner thereof until the corresponding consumption declaration is issued in the terms set out in the aforementioned article 12.

### Article 16: Delivery of material by the Purchaser.

When the manufacture of the Products subject to the Order involves the transformation by the Supplier of raw material or the delivery by the Purchaser of any material (among others, moulds, stencils, cylinders, photoprints), the following rules shall apply, in addition to those conditions set forth herein:

- a) The raw material or material delivered by the Purchaser shall be on consignment or deposit, with the latter remaining as the owner thereof and without said delivery entailing recognition of any right of any type in favour of the Supplier;
- b) The Supplier must keep said raw material or material clearly identified and entirely separate from those that belong to it or to third parties;
- c) The Supplier shall hold no rights over the materials delivered by the Purchaser, albeit it must keep and care for them with the same diligence as that used with the other materials and use them exclusively to transform them or to make the Products according to the Purchaser's indications or, failing that, according to the applicable techniques and standards. Moreover, the Supplier shall refrain from using such raw materials or other materials for a purpose other than that set out in the Order or in these GCPs or for its own or a third party's benefit;
- d) The Purchaser shall have, at all times, the right to separate or recover its raw materials or other materials.

**Article 17: Industrial and intellectual property rights (IP).**

All IP rights related to the materials or production processes used to manufacture or develop Products owned by the Supplier prior to the beginning of the commercial relationship shall remain the exclusive property of the Supplier. All IP rights relating to Products, including but not limited to, the design, image, etc. owned by the Purchaser prior to the beginning of the commercial relationship, shall remain the exclusive property of the Purchaser, which may purchase materials from third parties without any limitation.

The Supplier undertakes not to supply to third parties Products in which it has made use of or which infringe the Purchaser's IP rights, or which may contain trademarks, trade names, designs, corporate images, etc., belonging to the Purchaser, unless otherwise agreed in writing by the parties.

**Article 18: Cancellation and termination of the contract.**

18.1. The Purchaser may cancel the Order without any kind of consequences or obligation towards the Supplier, at any time, in the following circumstances:

- Breach by the Supplier of the obligations arising from the GCPs, as long as the Supplier has not remedied said breach within ten (10) days from the receipt of a written notice by the Purchaser requiring the Supplier to remedy it.
- The Parties do not manage to reach an agreement about a proposed amendment to the Order or if the Supplier did not comply with the provisions of Article 5 "Cancellation and/or Amendment of the Orders".
- The Supplier undergoes a change of control that changes the ownership of more than 50% of the shares with voting rights or the ability to control the company's bodies or to appoint the managing directors.
- The Purchaser has well-founded and reasonable suspicions that the Supplier may be subject to any of the situations described in the previous point.
- The Supplier acts fraudulently or in bad faith in carrying on the commercial relationship governed by these GCPs.
- The Supplier infringes IP rights of the Purchaser or of any third party.

18.2. The termination of the Order shall have the following effects:

- a) The Purchaser may, entirely at its discretion, cancel any other unserved orders, even if those orders had already been accepted prior to the termination of this one.
- b) Within thirty (30) days of termination, the Purchaser shall have the option to return all or part of the Products to the Supplier, at the same price and conditions under which such Products were purchased by the latter.
- c) The Supplier must return, immediately and within a maximum period of thirty (30) days following the termination, any material provided by the Purchaser, which is in its possession, and refrain from using it for any purpose other than that for which it was handed over.
- d) Failure to comply with an Order's delivery date shall entitle the Purchaser to, at any time, cancel Orders already placed with subsequent delivery dates.

18.3 The consent, express or implicit, of either of the parties in the event of any breach by the other party, or the waiver, express or implicit, of the rights recognised therein, shall not constitute consent, waiver or excuse for any different or subsequent breach, all without prejudice to the provisions of article 9.2.

**Article 19: Protection of personal data.**

The Privacy Policy is available on the website of the Purchaser with whom the Supplier is trading.

**Article 20: Confidentiality.**

The Supplier undertakes to keep any information supplied by GA strictly confidential, unless it is strictly necessary to fulfil the Order and with the approval of the Purchaser. This obligation is indefinite.

**Article 21: Force majeure or Acts of God.**

Neither party shall be liable to the other for possible delays or breaches of obligations as a result of "force majeure" or "Acts of God". For greater clarity, an event of this type shall be considered when it could not have been foreseen by the affected party, it is unavoidable and beyond its reasonable control and prevents the affected party from meeting its obligations, despite doing everything reasonably possible. Such events shall include acts of terrorism, war or threat of war, natural disasters, fires, explosions, epidemics or government actions.

**Article 22: Ethical behavior and social responsibility.**

At all events, the Supplier must respect the principles of ethical and social responsibility, paying special attention to accounting, tax, fiscal, employment and criminal regulations; those concerning equal treatment and non-discrimination; those respecting health and safety of people and facilities, and environmental protection.

**Article 23: Applicable law and jurisdiction.**

These GCPs shall be governed and construed in accordance with common Spanish legislation. For any disputes arising in relation to the interpretation, performance, rescission or termination of the GCPs, the Parties submit to the jurisdiction and competence of the Judges and Courts of the city of Madrid.

**The Supplier acknowledges that agrees with the full content of these GCPs and they become an integral part of the Contract that binds the Supplier and the Purchaser.**