

GENERAL TERMS AND CONDITIONS

Version 1 dated March 31, 2025

1. GENERAL PROVISIONS

- 1.1 These general terms and conditions (the “**T&Cs**”) shall apply to all offers, orders, contracts and any other commercial acts for the sale of products produced or marketed by Grupo Industrial Crimidesa, S.L., Compañía Minera Río Tirón, S.A.U., Crimidesa Maroc SA and Compañía Minera Ilustración, S.A. (said products, the “**Products**” and each of these companies, in their capacity as producer or marketer of said Products, “**Crimidesa**”) to a client acquiring such Products (the “**Client**” and, together with Crimidesa, the “**Parties**” and each of them, a “**Party**”).
- 1.2 No stipulation made by the Client that is contrary to these T&Cs, or which modifies or deviates from them, shall be applicable unless it is expressly accepted by Crimidesa, with an additional and simultaneous express derogation of the specific T&C affected.
- 1.3 Any of the following will be considered as an unconditional acceptance of these T&Cs by the Client: (i) written acknowledgment of these T&Cs; (ii) issuing a purchase order or an order for Products; (iii) accepting any delivery of Products; (iv) paying for any Product; and (v) any other action or expression of acceptance from the Client in relation to the Products.
- 1.4 By accepting these T&Cs, the Client also accepts Crimidesa’s Code of Ethics, which is attached as **Appendix I** to these T&Cs, as well as any subsequent versions, which will be published on Crimidesa’s website (www.crimidesa.es) and will be accesible through the following link www.crimidesa.es/ccggpp/GeneralTermsandConditionsofGrupoCrimidesaforClients.
- 1.5 The T&CS shall be supplemented, where applicable, by any stipulations that may be expressly agreed between Crimidesa and the Client with binding effects (the “**Specific Conditions**”) in each contractual relationship entered into for the sale of Products between Crimidesa and the Client (a “**Contract**”). In the event of a discrepancy, the Specific Conditions shall prevail over the T&Cs, provided that Crimidesa expressly accepts the Specific Conditions in writing by signing the Contract.
- 1.6 Specific Conditions accepted by Crimidesa shall only apply to a specific Contract and shall not extend to any past or future Contracts, unless expressly accepted in writing by Crimidesa.
- 1.7 These T&Cs only apply to commercial transactions with commercial counterparts.
- 1.8 The version of these T&Cs that shall apply to each transaction between Crimidesa and the Client shall be the version which is force at the time each transaction is negotiated, entered into and performed.
- 1.9 Crimidesa will be entitled to modify the T&Cs in force and any change will enter into force from the moment the modified version of these T&Cs is published on Crimidesa’s corporate website

www.crimidesa.es) and will be accesible through the following link www.crimidesa.es/ccggpp/GeneralTermsandConditionsofGrupoCrimidesaforClients.

2. SIGNING OF THE CONTRACT AND PLACING OF ORDERS

- 2.1** Unless otherwise stated in the Specific Conditions, offers made by Crimidesa shall expire 15 days from the date on which the offer was sent to the Client. Unless expressly stated otherwise, offers are not binding, but rather an invitation to the Client to place an order with Crimidesa.
- 2.2** Any Contract between Crimidesa and the Client will require (i) either an offer issued by Crimidesa expressly marked as a binding offer, accepted by the Client, or (ii) after the Client places an order (verbally or in any other form), written confirmation of the order by Crimidesa. The content of the corresponding contractual relation and its object will be binding upon Crimidesa in the terms established in the binding offer or in the order confirmation issued by Crimidesa.
- 2.3** Unless expressly stated, all of the information provided to the Client prior to placing the order is indicative, and it will subject to confirmation by Crimidesa at the time the order is placed. To the extent that Crimidesa voluntarily provides technical information about the Products to the Client, the exclusions and limitations of liability contained in these T&Cs shall apply.

3. DELIVERIES

- 3.1** The delivery periods indicated by Crimidesa in its offers are not binding, unless it is expressly stated in the offer that the delivery period is binding. If binding delivery periods have been agreed, Crimidesa's obligation to comply with the agreed delivery period shall be subject to the Client's timely fulfilment of its contractual obligations, in particular its obligation to pay any agreed amounts and, if applicable, provide the warranty agreed in the Specific Conditions. If the Client fails to fulfil its contractual obligations, Crimidesa shall be entitled to extend the delivery period. Crimidesa reserves the right to allege breach of contract.
- 3.2** Unless otherwise agreed in the Specific Conditions, shipment of the Products shall take place from the relevant Crimidesa warehouse, at the Client's risk and expense. Crimidesa shall be free to choose the carrier, the transport company and the means of transport. Crimidesa reserves the right to choose the method of packaging. Partial deliveries (in various instalments) are permitted and may be invoiced by Crimidesa immediately. The risk of accidental loss of the product to be delivered shall pass from Crimidesa to the Client as soon as it leaves the warehouse, even if the delivery is made carriage paid.
- 3.3** The risk passes at the time the Products leave Crimidesa's warehouse. Crimidesa shall not be obliged to take out insurance against damage in transit to the ordered product or to have a third party take it out. Loss of or damage to the Products, after the risk of such loss or damage has passed to the Client, shall not release the Client from its obligation to pay the purchase price in full.
- 3.4** If the delivery of the ordered Products is delayed due to circumstances attributable to the Client (including non-acceptance), the risk of accidental loss of the Products to be delivered shall pass

to the Client as soon as the delay occurs (including when they are still in Crimidesa's warehouse). In the event of such delays, the costs incurred by Crimidesa in connection with the delay in delivery (in particular warehouse costs and expenses) shall be borne exclusively by the Client. In the event of accidental loss, Crimidesa shall be released from its obligation to deliver the product; however, the Client shall remain obliged to pay the price in full.

- 3.5** The Parties must agree, as part of the Specific Conditions, on the application of existing rules to regulate the rights and obligations of each Party in relation to the distribution of risk and costs associated with the shipment of the Products, such as, for example, the Incoterms® 2020 published by the International Chamber of Commerce. If each Party indicates a different set of rules, the rules stipulated by Crimidesa in the order confirmation shall prevail. If the Client indicates the application of an existing rule, such as one of the Incoterms® 2020, this shall only apply upon Crimidesa's express written acceptance, failing which these T&Cs shall apply.
- 3.6** Without prejudice to any contractual or statutory rights, the Client may not cancel any binding order or return purchased Products without the prior written consent of Crimidesa, and such returns shall be at the Client's expense and shall be subject to a re-warehousing charge.
- 3.7** Irrespective of the cause, any return of Products must be coordinated with Crimidesa before being carried out. Crimidesa reserves the right to demand they be destroyed instead of returned. Title to the returned Products, if already acquired by the Client, shall revert to Crimidesa upon delivery of the Products to Crimidesa's premises. The Products shall be returned in their original condition and, if applicable, properly packaged to maintain their quality, and without any alteration as to their form and content. Where applicable, the Client agrees to provide Crimidesa with any relevant data in relation to their storage from their receipt by the Client and during transit for their return. The cost of any return will be borne by the Client.

4. PRICES AND METHOD OF PAYMENT

- 4.1** Unless otherwise specified in the Specific Conditions, the price of the Products shall be the price indicated in the binding offer made by Crimidesa, if any, in the order confirmation or in the Contract.
- 4.2** Unless otherwise specified in the binding offer made by Crimidesa, if any, in the order confirmation or in the Contract, all prices are given in Euros (EUR) and do not include taxes.
- 4.3** Any applicable taxes, duties, customs duties, levies, fees and charges shall be added to the prices and shall be paid by the Client unless otherwise agreed in the Specific Conditions. In the event that Crimidesa is obliged to pay any such amount in advance, the Client shall reimburse Crimidesa for such advance payment in full.
- 4.4** Exceptionally and with Crimidesa's prior authorisation, the payment of any amount due by the Client to Crimidesa may be made by a third party, in the name and on behalf of the Client (the "**Third Party Payer**"). In the event that the Client asks Crimidesa that a Third Party Payer be allowed to make a payment on its behalf, the following shall apply:

- 4.4.1** The Client shall be responsible for informing the Third Party Payer, if any, about the existence of these T&Cs, which are available on Crimidesa's website (www.crimidesa.es), and for obtaining its acceptance of these T&CS, which will apply to the Third Party Payer in accordance with Clause 4.4.2. below.
- 4.4.2** Clauses 1 (*General Provisions*), 4 (*Prices and method of payment*), 5 (*Client Representations*), 6 (*Additional Undertakings of the Client*), 8 (*Limitation of Crimidesa's Liability*), 9 (*Force majeure*), 10 (*Regulatory compliance requirements*), 12 (*Miscellaneous*) and 13 (*Applicable law and Jurisdiction*) of these T&Cs shall apply to the Third Party Payer, and references to the Client in these clauses shall also be deemed to refer to the Third Party Payer.
- 4.4.3** Both the Third Party Payer and the Client shall submit to Crimidesa a payment declaration in relation to each payment made in the name and on behalf of the Client -regarding its existence and particulars-, using the template provided by Crimidesa, duly completed and signed.
- 4.4.4** Crimidesa may request that the Third Party Payer provide the binding statement referred to in Clause 5.3 below.
- 4.5** Unless otherwise specified in a binding offer issued by Crimidesa, if any, in the order confirmation or in the Contract, the purchase price shall be paid by the Client within 30 days from the date of the invoice, without deductions, to the bank account specified by Crimidesa.
- 4.6** In the event that Crimidesa and the Client agree that payments are to be made by SEPA Direct Debit (Core and B2B), the following shall apply: (i) the pre-notification by Crimidesa to the Client shall be understood to be made with the invoice, (ii) the Client waives the 14-day pre-notification period prior to collection by SEPA Direct Debit, and (iii) collection of the invoiced amount shall be made on the payment date set out in the invoice.
- 4.7** In the event of late payment by the Client, Crimidesa reserves the following rights, notwithstanding any other rights available to it by law: (i) Crimidesa may charge interest on all amounts due and unpaid after the due date until payment is received, at the legal interest rate on arrears according to article 7.2 of Spanish Law 3/2004 of 29 December establishing measures to combat late payment in commercial transactions, or any legal provision replacing that article, that is, at the date of this version of the T&Cs, at a rate of 8% per annum above the base rate of the European Central Bank; and (ii) Crimidesa may cancel the order or suspend any further deliveries to the Client.
- 4.8** Any right of the Client to withhold payment or to set off any amounts owed against other claims of the Client, e.g. for product quality, price or billing complaints, is expressly excluded, unless Crimidesa accepts its claims or if an enforceable title exists.
- 4.9** Crimidesa shall be entitled to terminate the Contract and/or any commercial relationship based on any other legal instrument if it becomes apparent the Client is not creditworthy, in particular if

(i) a bill of exchange or cheque is protested; (ii) the Client interrupts payments; (iii) an attempt to claim payment from the Client is unsuccessful, or if the Client voluntarily files for insolvency, is declared insolvent, or if an application for necessary insolvency proceedings is admitted; irrespective of whether Crimidesa is involved; or (iv) if it becomes apparent that the Client has provided inaccurate information about its creditworthiness, and this information is important.

4.10 In the event that Crimidesa is entitled to terminate the Contract, all receivables it is owed by the Client, irrespective of their legal basis, shall become immediately due and payable.

5. CLIENT REPRESENTATIONS

5.1 In contracting with Crimidesa and accepting the T&Cs under the terms of Clause 1 above, the Client represents that:

5.1.1 The Client is an entity validly incorporated in its legal form and existing under the laws of its country of incorporation, and has full capacity to contract with Crimidesa.

5.1.2 The Client complies with, and has sufficient measures in place to ensure its continued compliance with, all applicable legal requirements and, in particular, with the regulatory compliance requirements set out in Clause 10 of these T&Cs.

5.1.3 The Client does not infringe, in the course of its business, any provision of Spanish or EU regulations, or of the regulations of third countries applicable to it, in the field of prevention of money laundering and terrorist financing. Likewise, the Client has not been inspected or sanctioned by any competent body in the field of money laundering.

5.1.4 The funds used by the Client for the payment of any amount due to Crimidesa under these T&Cs, or under any Contract, are not derived from any activity or business involving the non-compliance by any person with any international economic and financial sanctions legislation, regulations, guidelines, resolutions, programmes or restrictive measures imposed by the European Union or any of its Member States, the United Nations or the United States of America, or by any other applicable government or authority.

5.1.5 The Client, its shareholders, directors, officers and representatives, are not subject to any sanctions programmes, embargoes, restrictions or prohibitions imposed by the European Union or any of its Member States, the United Nations or the United States of America, or by any other applicable government or authority, which prevent or limit Crimidesa from contracting with the Client. Such sanctions programmes and restrictions include, by way of example and without limitation: (i) Council Regulation (EU) No. 36/2012 of 18 January 2012 concerning restrictive measures in view of the situation in Syria; (ii) Council Implementing Regulation (EU) 2024/362 of 22 January 2024 implementing Regulation (EU) No. 36/2012; (iii) Council Regulation (EU) No. 269/2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine; (iv) Council Decision 2014/145/CFSP of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity,

sovereignty and independence of Ukraine; and (v) any successor legislation.

5.2 If deemed necessary or appropriate for regulatory compliance reasons, Crimidesa may request that the Client make additional representations by completing and signing a responsible statement provided by Crimidesa. In this case, and unless otherwise indicated by Crimidesa, the Client shall return the completed and signed responsible statement as a precondition for the shipment of the Products.

5.3 The Third Party Payer, if any, shall in any event submit, duly completed and signed, a responsible statement using the template provided by Crimidesa. In this case, and unless otherwise indicated by Crimidesa, the Third Party Payer shall deliver the completed and signed responsible statement prior to, or at the time of, making the payment.

6. ADDITIONAL OBLIGATIONS OF THE CLIENT

6.1 The Client acknowledges that there may be hazards associated with the use or handling of some Products, that the Client understands such hazards and that it is the Client's responsibility to warn and protect all those exposed to such hazards.

6.2 The Client shall also be subject to the obligation to inform Crimidesa immediately of any risk arising from Products of which it becomes aware.

6.3 The Client shall at all times be solely responsible for: (i) complying with any and all applicable regulatory requirements and generally accepted industry standards applicable to the use of the Products, (ii) carrying out all necessary tests and checks prior to using the Products purchased from Crimidesa, including those carried out to determine the Products' suitability for their intended purpose, and (iii) complying with any applicable legal requirements if the Products are to be destroyed by the Client.

6.4 The Client shall indemnify and hold harmless Crimidesa, its related companies, including any entity subject to the majority control of Crimidesa, and their agents, employees and representatives, against any and all claims, damages, losses, costs or expenses (including lawyers' fees) arising from the sale or use of the Products by the Client, as a result of the Client's breach of the provisions and representations contained in these T&Cs, or arising from the negligence, recklessness or wilful misconduct of the Client.

7. WARRANTIES

7.1 The Products delivered by Crimidesa meet the applicable technical specifications indicated by Crimidesa. Crimidesa states that the specifications are subject to (i) generally existing deviations and (ii) other deviations which do not adversely affect the suitability of the Products for their usual purpose.

7.2 The specifications only refer to the substances and values specified in relation to the Products, and to any information concerning E-numbers, if applicable. Suitability statements shall only apply where expressly agreed between the Parties in the Specific Conditions.

- 7.3** Data based on Crimidesa's testing procedures may only be compared with tests performed according to the same procedures.
- 7.4** Crimidesa does not give any warranty for the use the Client makes of the delivered Products. Without limiting the foregoing, Crimidesa does not assume/give any warranty for the use of the Products in pharmaceutical or food preparations, unless such use of the Products has been specifically and expressly agreed to in the Specific Conditions. Crimidesa does not provide any warranty of merchantability or fitness for a particular purpose.
- 7.5** Unless expressly stated otherwise in the information included in the technical specifications provided in relation to the Products, and subject to Clause 7.1, the Products have not been tested for safety or efficacy by Crimidesa.
- 7.6** Warranties regarding the Products, or any declaration regarding the products different from those made in the technical specifications issued by Crimidesa, may only be given by employees of Crimidesa duly empowered to do so.
- 7.7** No warranty shall apply if:
- 7.7.1** the Products are not stored, transported or kept in accordance with any written instructions made available to the Client by Crimidesa or with commercially accepted standards for each Product;
 - 7.7.2** the Products are not used or processed in accordance with commercially accepted standards for using and processing the type of Product in question;
 - 7.7.3** any use or processing of the Products for pharmaceutical or food purposes, unless otherwise agreed in the Specific Conditions, or for any kind of consumption by humans or animals; or
 - 7.7.4** use of the Products after the expiry of the shelf life or expiry date of the Product, if applicable, as set out in the technical specifications of such Products.
- 7.8** The Parties agree that the Client shall have the following duties in relation to the inspections:
- 7.8.1** The Client shall inspect the delivered Products immediately upon receipt and shall notify Crimidesa in a reliable manner, in writing or electronically, without delay, of any obvious defects or missing goods. Defects in the Products which, despite immediate and proper examination by the Client, only become apparent at a later point in time shall be notified by the Client to Crimidesa in a reliable manner, in writing or in electronic form, immediately upon detection.
 - 7.8.2** Complaints in relation to the Products notified to shipping agents or third parties do not constitute a notification for the purposes of paragraph 7.8.1 above, and will therefore be considered void. Complaints in relation to logistical matters, including regarding the transportation of the Products, shall be notified in a reliable manner to the corresponding shipping agents or third parties.

- 7.8.3** Crimidesa shall be entitled to inspect the Products complained of at the Client's premises, or alternatively, Crimidesa may request confirmation of the defect in the Product in question through an analysis carried out by an independent laboratory, which shall carry out the analysis within a reasonable time. If the results of the analysis confirm the Product is defective, Crimidesa shall bear the costs of the analysis; if the analysis does not confirm the Product is defective, the costs of the analysis shall be borne by the Client.
- 7.8.4** Crimidesa shall not assume any warranty or liability for Client complaints that do not comply with this Clause 7.8.
- 7.9** If any complaint is made pursuant to Clause 7.8 on warranties, the Client shall only have the following rights in respect of the Products purchased:
- 7.9.1** In the event of a material defect, Crimidesa shall remedy the defect or deliver a defect-free Product. The Client shall not be entitled to claim any particular form of remedy.
- 7.9.2** If the Client has not yet paid (in whole or in part) for the defective Product, Crimidesa may make the remedy conditional upon the Client making a partial payment of the purchase price in proportion to the alleged defect.
- 7.9.3** The remedy shall be deemed to have failed after the second unsuccessful attempt to remedy by Crimidesa, unless this is otherwise apparent in view of the type of problem or defect, or other circumstances. In such a case, Crimidesa shall have no obligation to remedy the defective Product, and the Client shall be entitled to claim compensation in accordance with Clause 8.2 of these T&Cs.

8. LIMITATION OF CRIMIDESA'S LIABILITY

- 8.1** Crimidesa shall not be liable for any claims which are not based on wilful or negligent acts or omissions on its part or on the part of its legal representatives, employees or agents. The same shall apply to defects in a purchased item that are determined solely on the basis of its nature.
- 8.2** Crimidesa's liability for any damage or claim, irrespective of their legal basis, shall be limited exclusively to the following stipulations:
- 8.2.1** Crimidesa shall be liable for claims based on a wilful or negligent breach of its obligations by one or more of its legal representatives, employees or agents.
- 8.2.2** Following an agreement between the Parties or a final judicial decision, Crimidesa shall be liable (i) for the payment of damages or the reimbursement to the Client of any costs incurred in connection with claims for breach of the specific warranty given by Crimidesa relating to the quality of the purchased Product, or (ii) for damages arising from the negligent breach by one or more of Crimidesa's legal representatives, employees or agents of those duties the performance of which is a fundamental precondition for the proper performance of the Contract itself and on the performance of which the contractual parties may ordinarily rely (essential duties).

8.2.3 Without prejudice to the foregoing, the Client's claim for damages shall be limited to the damages foreseeable under the particular type of contract, excluding in all cases any consequential damages and loss of profit.

8.3 The exclusion of liability shall not affect the rights of the Client that cannot be excluded under Spanish law.

8.4 The burden of proof, both of the non-performance or defect and of the damage, lies with the Client.

9. FORCE MAJEURE

9.1 Neither Party shall be liable or responsible for any delay or failure to perform its obligations under the Contract between them, to the extent that the breach was caused by an event beyond its control (force majeure), during the time that such cause has its effects. The same shall apply in the case of breaches of contract by suppliers due to force majeure. For the purposes of these T&Cs, an event of force majeure shall include, in particular and without limitation: (a) a state of war or civil war, whether declared or undeclared, (b) fire, (c) natural disasters such as floods, storms, etc., (d) a general shortage of raw materials or the impossibility of obtaining equipment or materials, (e) restrictions on energy consumption, (f) enactment of legislation or governmental decisions, embargoes, export and import restrictions affecting transportation or deliveries, (g) strikes, lockouts or labour disputes of any kind (whether involving its own employees or others), (h) accidents, (i) seizures or expropriations, and (j) any production failure beyond its reasonable control.

9.2 Force majeure shall not be an excuse for late payments.

9.3 If any of the Parties is affected by one (or more) of the events described in Clause 9.1 above, it shall immediately notify the other Party, stating the nature of the event, its estimated duration and the actions being taken to avoid or minimise its effects.

9.4 Neither Party shall be subject to any obligation to comply with any demand or requirement to end a strike or other coordinated action by its workers.

9.5 If, at the Client's request or for any reason for which the Client is responsible, the production or shipment of Products is delayed, Crimidesa may immediately invoice the Client for the Products produced, as well as for costs and expenses incurred up to the time of the delay.

9.6 Each Party shall have the right to cancel the Contract by notice in writing or in electronic form if performance of the Contract is impossible for more than six months, in accordance with Clause 9.1 of these T&Cs.

10. REGULATORY COMPLIANCE REQUIREMENTS

10.1 Lawful use of the Products

Any use, transformation, manipulation, alteration or commercialisation of the Products sold by Crimidesa, or of any products manufactured by the Client using the Products shall be lawful and comply with all legal requirements of the country of destination of the Products. Likewise, the Client shall implement the appropriate measures to prevent the Products, or any products manufactured using the Products, from being used in any activity sanctioned by the Kingdom of Spain, the European Union, the United Nations or the United States of America, or by any other government or applicable authority, including, without limitation, the production of weapons, ammunition or explosives of any kind.

10.2 Import controls

The Client acknowledges that some Products covered by these T&Cs may be subject to the import control laws of the countries to which such Products are imported. The Client further acknowledges that, depending on the Product, its country of origin, its intended end use and the identity of the parties to the transaction, such laws may require the Client to apply for and obtain import licences/authorisations issued under such laws, either for the further conveyance or re-export of the imported Product, or for the conveyance of any item into which the Client may have incorporated such Product. The Client shall be solely responsible for requesting and obtaining any import licences or authorisations in the country of destination in relation with any Product.

10.3 Export controls

The Client acknowledges that some Products covered by these T&Cs may be subject to the export control laws (including, in particular, without limitation, trade embargoes and economic sanctions) of the country from which the shipment is made, as well as those of the European Union and, possibly, the United States. The Client further acknowledges that, depending on the Product, its country of destination, its intended end use and the identity of the parties to the transaction, such laws may require the Client to apply for and obtain export licences/authorisations issued under such laws, either for the further conveyance or re-export of the Product exported to it by Crimidesa or on Crimidesa's behalf, or for the conveyance of any item into which the Client may have incorporated such Product.

10.4 Re-export

If the Client re-exports any Product sold by Crimidesa, the Client shall be legally responsible for determining its correct classification for export purposes, and for obtaining any necessary export licences/authorisations. The Client agrees to hold Crimidesa harmless from any and all liabilities or costs incurred for any reason whatsoever by Crimidesa or its related companies arising out of or in connection with any violation, whether intentional or unintentional, of export laws, import laws, regulations, governmental provisions or treaties in any jurisdiction.

10.5 Pharmaceuticals or food products

With regard to the production of pharmaceutical or food products, the Client shall be the sole Party responsible for compliance with standard medical requirements, good manufacturing practices and applicable laws, regulations and other provisions.

11. DATA PROTECTION

11.1 Personal data processing by Crimidesa and the Client

Under current data protection legislation, both Parties are bound to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing and free movement of personal data and with the provisions of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, as well as any other regulations that may be applicable.

The personal data of the natural persons involved in the signature and in the management and execution of the sales contained in these T&Cs in the name or on behalf of Crimidesa or the Client (and any other data for which the receiving Party becomes responsible) will be processed under the responsibility of the receiving Party for the conclusion, development, maintenance and control of the contractual relationship and the fulfilment of their respective legal obligations. The processing of personal data is necessary for the purposes indicated above, and the lawful bases for doing so are (i) the legitimate business interest of each of the Parties in the conclusion, performance, fulfilment and control of the contractual relationship; and (ii) compliance with legal obligations.

Personal data will be processed for the duration of the contractual relationship and for a period of 6 years after its termination, for the sole purpose of complying with any applicable law, unless, exceptionally, a longer limitation period for any legal or contractual actions would apply to the Parties.

The data will not be communicated to third parties, except, and where appropriate, to competent authorities acting in the exercise of their functions or to third parties when this is necessary for the performance of the contractual relationship. Likewise, with respect to the data processing carried out by Crimidesa, sometimes, given its global nature, in the management and performance of the contractual relationship, data may be processed outside the European Economic Area in territories that do not grant an equivalent level of data protection. In these cases, Crimidesa shall adopt all the necessary safeguards to ensure adequate data protection.

The data subject may exercise the rights of access, rectification, objection, erasure, portability, limitation of processing, the right to object to processing based on automated decisions and any other rights recognised by law, with respect to the processing for which each Party is respectively responsible, by writing to the corresponding data controller. Likewise, data subjects are informed that they may submit any claim or request related to the protection of their personal data to the corresponding data protection authority, which in Spain is the Spanish Data Protection Agency (www.aepd.es).

Each Party undertakes that, prior to informing the other Party of any personal data of persons involved in the performance and management of the contractual relationship or other third parties, it shall have

informed such person of the content of the provisions of the preceding paragraph and shall have complied with any other requirements that may be applicable for the correct communication of their personal data to the receiving Party, including the duties of information and protection on a legal basis, without the receiving Party having to take any additional action vis-à-vis the data subjects.

11.2 Protection of personal data provided by the Client

For the performance of the contractual relationship, it is possible that Crimidesa may require access to personal data - as processor and acting for and on behalf of the Client - for which the Client is responsible (the “**Personal Data**”). In the event that Crimidesa is required to process the Personal Data as data processor in the name and on behalf of the Client, the conditions set out in **Appendix II** of these T&Cs shall apply.

12. MISCELLANEOUS

12.1 Place of performance

The place of performance for the purposes of all claims arising from any contract concluded between the Client and Crimidesa is the registered office of the head office of the Crimidesa group, in Madrid.

12.2 Full agreement

These T&Cs, together with any Specific Conditions, shall constitute the final, complete and exclusive terms and conditions of the Contract between the Parties relating to the sale of Crimidesa Products, and supersede all previous and contemporaneous agreements and understandings between the Parties.

12.3 Communications

All communications between Crimidesa and the Client shall be made in writing, including by e-mail, and, for them to be binding, they must be sent or signed by persons duly authorised by the sending Party.

Unless otherwise agreed, each Party’s address for notifications shall be its registered office or, where applicable, the address stated in the order.

12.4 Severability

Should any of the individual provisions of these T&Cs be or become ineffective in whole or in part, this shall not affect the remaining provisions of the T&Cs. This shall also apply in the event that an unintentional omission in the Contract becomes apparent. The provision of the T&Cs that is ineffective in whole or in part will be replaced, or the unintentional omission will be completed, unilaterally by Crimidesa, without the need for it to be ratified by the Client, and become effective upon the publication of the amended version of the T&Cs on Crimidesa’s website (www.crimidesa.es).

12.5 Transfer

Neither these T&Cs, nor the Contract or any of the rights and obligations thereunder may be assigned, delegated or otherwise or by virtue of any title be transferred by the Client without the prior written consent of Crimidesa.

Crimidesa may freely assign its contractual position in these T&Cs, the Contract and any of its rights under these T&Cs to any company forming part of its group as well as to any third party.

12.6 Advertising

Any marketing, promotional or other advertising material, written or in electronic format, which refers to Crimidesa, its related companies, its Products or these T&Cs, must be approved by Crimidesa prior to its use or dissemination.

12.7 Confidentiality

The Client shall not disclose to any person other than the Client's personnel, without the express written consent of Crimidesa, any documents, drawings, schemes, plans, designs, specifications, commercial pricing information, billing or payment data, know-how, discoveries, production methods and the like marked as confidential, proprietary or similar ("**Confidential Information**") provided to the Client by Crimidesa or on behalf of Crimidesa for the performance of a Contract. The Client shall take reasonable precautions against such Confidential Information being accessed by unauthorised persons, and shall not employ such Confidential Information for its own use for any purpose whatsoever, unless previously authorised in writing by Crimidesa. Crimidesa reserves title to all technical information, and the Client shall, upon Crimidesa's request or upon termination of the Contract, return or deliver all Confidential Information in tangible form to Crimidesa. The term "Confidential Information", as used in this clause, shall not include information which is generally published or legally available to the Client from other sources, or which has become known to the Client prior to its disclosure to the Client by Crimidesa or on Crimidesa's behalf.

12.8 Cybersecurity

The Client shall maintain, at least, the appropriate technical and organisational cybersecurity measures which shall, if applicable, be consistent with the Confidential Information it processes.

12.9 Intellectual and Industrial Property Rights

Crimidesa, or its related companies, is the owner of certain distinctive signs, trademarks, trade names, logos and other elements of intellectual or industrial property. Unless expressly permitted by Crimidesa, no use of the distinctive signs, trademarks, trade names, trade names, logos or other elements of intellectual or industrial property is permitted, nor the adoption, use or registration of any word, phrase or symbol that resembles the same, in a way that may lead to confusion or cause uncertainty, or undermine or infringe them in any way, or that gives to understand that Crimidesa recommends the products or services of another entity.

12.10 Waiver of claims for performance

Under no circumstances shall Crimidesa's failure or delay in exercising or enforcing any condition, provision, remedy, measure, right or part of these T&Cs or any Contract which may or may not arise hereunder be construed as (i) a waiver of the condition, provision, remedy, measure, right or part thereof or (ii) a forfeiture of the right to enforce the same in the future.

12.11 Typographical errors

Typographical, clerical or computer errors in any document provided by Crimidesa shall be corrected by Crimidesa.

12.12 Deadlines

Unless otherwise stated, all deadlines that are established with reference to “days” in these T&Cs shall be understood to refer to calendar days.

12.13 Independence of the Parties

Nothing in these T&Cs shall be construed as constituting a partnership between the Parties, nor shall anything in these T&Cs make either Party the agent of the other Party for any purpose. Furthermore, each Party shall remain solely responsible for its own acts, representations, contracts, performances, products and personnel.

12.14 Third parties

Nothing in this document is intended to give any rights to any third party against Crimidesa.

13. APPLICABLE LAW AND JURISDICTION

13.1 Applicable law

These T&Cs and each Contract concluded between the Client and Crimidesa shall be governed by Spanish law (*Derecho común español*). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.2 Jurisdiction

The Parties, expressly waiving their rights to submit to any other jurisdiction, submit to the courts of the city of Madrid for the resolution of any dispute, claim or controversy arising out of or in connection with these T&Cs and each Contract concluded between the Client and Crimidesa, including any question relating to its interpretation, existence, validity, performance, termination, nullity or effectiveness.

APPENDIX I - CODE OF ETHICS



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APPENDIX II

The access to and processing of the Personal Data by Crimidesa as data processor, in the name and on behalf of the Client, shall be carried out in compliance with the provisions of the Spanish regulations on personal data protection in force at any time and the European Data Protection Regulation 2016/679 of 27 April (the “**GDPR**”). The Personal Data, the categories of data subjects to whose data Crimidesa will have access and the processing operations that will be carried out will be, fundamentally, the following:

Stakeholder categories	Types of Personal Data	Processing operations
The Client’s employees, representatives, clients and collaborators.	Personal details, professional details, employment status and information relating to the performance of the contractual relationship.	Collecting, structuring, storing, retrieving, consulting, comparing, modifying, extracting, interfacing, limiting, deleting and transferring.

In accordance with the aforementioned data protection regulations, Crimidesa is obliged to:

- a. Process the Personal Data in accordance with the instructions documented in this Appendix and those, if any, received from the Client in writing from time to time. Crimidesa shall not use the Personal Data for any purpose other than the performance of the contractual relationship, except for the fulfilment of legal obligations arising from its activity, for which it shall act as data controller (e.g. communication of data to competent authorities).
- b. Process the Personal Data in accordance with the security criteria and content provided for in Spanish personal data protection regulations (in force at any given time) and in Article 32 of the GDPR, as well as to observe and adopt the necessary or appropriate technical and organisational security measures to ensure the confidentiality, secrecy and integrity of the Personal Data to which it has access. The specific technical and organisational security measures applicable are determined according to the services provided and the Client.
- c. Maintain the confidentiality of the Personal Data to which it has access for the performance of the contractual relationship, as well as those resulting from its processing.
- d. Not communicate or transfer the Personal Data to third parties, not even for storage, except in cases authorised by law, in cases where the Client authorises Crimidesa to communicate or transfer to a third party or where Crimidesa has a legitimate interest in the performance of the contractual relationship (e.g. for the storage and storage of data, including cloud computing services provided by third parties).
- e. Destroy the Personal Data upon the termination of the contractual relationship. As an exception, a copy of the Personal Data may be retained and made available to the authorities, in compliance with legal obligations or in order to meet or respond to any liability that may arise from the terminated contractual relationship.
- f. Assist the Client in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR. In particular, notify the Client by the agreed means of notification of security breaches involving Personal Data that must be reported in accordance with articles 33 and 34 of the GDPR.

- g. In the event that Crimidesa is entrusted with managing any type of request for the exercise of rights of affected persons, assist the Client so that it can comply with and respond to requests from affected persons regarding their rights of access, rectification, deletion, data portability, limitation of processing, not to be subject to automated individualised decisions and opposition.
- h. Keep a record of the categories of processing activities carried out on behalf of the Client in accordance with Article 30.2 of the GDPR.
- i. Communicate the identity of the data protection officer and his/her contact details to the Client. At the date of these T&Cs, the data protection officer can be contacted at the following e-mail address: protecciondatos@crimidesa.es.
- j. Make available to the Client the information necessary to demonstrate Crimidesa's compliance with the obligations set out in this Appendix. The Client shall be subject to strict duties of confidentiality in respect of Crimidesa information accessed by the Client.

For its part, the Client, as data controller:

- a. Authorises Crimidesa to subcontract to third parties services that are complementary and necessary for the performance of the contractual relationship, such as courier services or technological services of system management and maintenance. Crimidesa shall enter into a written contract with the subcontractors in terms that are no less restrictive than those provided for in this Appendix.
- b. Acknowledges that Crimidesa is a global company and authorises Crimidesa, if it is necessary for the performance of the contractual relationship, to process the Personal Data outside the European Economic Area in compliance with the guarantees required by the applicable regulations.
- c. Shall comply with the following obligations: (a) give Crimidesa access to the Personal Data necessary for the performance of the contractual relationship; and (b) supervise the processing.

The obligations referred to in this Appendix constitute the processing contract between the Parties, which is governed by the same terms and conditions regarding duration and remuneration as the contractual relationship between Crimidesa and the Client.

Each Party shall be individually and separately responsible for complying with its respective obligations regarding the protection of personal data.