

## GENERAL SALES CONDITIONS

### 1. Previous considerations.

The buyer recognizes and accepts the content of the present general sales conditions, as supply regulators of AppliChem GmbH, Nova Chimica Srl and Panreac Química SLU. (hereafter denominated "PanReac AppliChem"). Likewise it is understood that the buyer knows and accepts the present general sales conditions as regulating successive orders placed with PanReac AppliChem.

Any modification to the present conditions will only have validity if so convened in writing and by common agreement between PanReac AppliChem and the buyer, no clause or general sales condition included by the buyer in their documentation or correspondence being considered valid.

In the case that any or several of the stipulations of the present general sales conditions or that any others that modify or substitute them are annulled or become unable to be executed due to legal motives, the validity of the other stipulations will not be affected, and under all circumstances remain in force.

In the case of legal or extra judicial insolvency, declaration of bankruptcy or temporary receivership of the buyer as well as cases of total or partial non-compliance of the agreed terms, PanReac AppliChem reserves the right to terminate the contract without need for previous notice and with the possibility of claiming the corresponding indemnity for damages and prejudicial consequences.

### 2. Orders and supplies.

Orders placed with PanReac AppliChem are not binding unless they contain the following details:

- Complete code, size of the container (according to current tariffs), quantity of product or if applicable, number of units to acquire.
- Order number.
- Product address and delivery system.
- Invoice delivery address.
- Payment conditions agreed and direct bank debit.

On request, PanReac AppliChem can supply products or qualities in uncatalogued measures, and uncatalogued products or qualities, whenever previously negotiated and agreed on by PanReac AppliChem.

### 3. Order acceptance.

Acceptance of the order must necessarily be made expressly and in writing. However, the order will be treated as accepted by PanReac AppliChem if it proceeds to process the corresponding application.

In any case it will be understood that the buyer recognizes and accepts the content of the present general sales conditions with the order fulfilment, likewise declaring that the buyer has been able to revise it with sufficient priority to give their total and complete acceptance.

If the buyer does not provide all the information indicated in Condition 2 above and which necessarily must appear on the order, PanReac AppliChem reserves the right not to accept it and/or ask the buyer for the necessary data for correct processing. In this last case, if in the

term of 10 days the additional required information has not been provided, PanReac AppliChem may accept the order, processing the corresponding order according to available data, or reject it, remaining in both cases exempt of all responsibility.

Once the order has been processed and accepted expressly or tacitly according to the indicated terms, this will be absolute and legally binding for buyer and PanReac AppliChem, respectively, with cancellation not being possible for the Buyer after PanReac AppliChem has begun any of the procurement processes for raw materials, manufacture and availability of the product in our warehouses.

#### **4 . Prices and Payment conditions.**

As a general rule, unless otherwise stated, the prices established in the catalogues, website price lists and current offers are net sales prices, including standard containers and packaging. Please note that PanReac AppliChem complies with current legislation in regard to Regulation (EC) No 139/2004 of 20 January 2004 and Regulation (EC) No 1/2003 of 16 December 2002 on the application of the rules on competition laid down in articles 81 and 82 of the Treaty establishing the European Community.

The cost of non-standard containers or packaging will be charged separately. Prices, offers and price lists may vary. They may be subject to modification consequent to costs of raw materials, production process, exchange rate fluctuations and/or force majeure, and should therefore be considered in any case to be without commitment. All taxes and duties shall be borne by the Buyer, in addition to the corresponding charges and encumbrances for sales and dispatch activity, Products subject to Special Taxes, and any other cost or expense unless expressly assumed by PanReac AppliChem pursuant to the terms of these conditions.

PanReac AppliChem and the Purchaser will agree the payment terms for each order. Products will be payable in advance before shipment, except in case of special arrangement."

#### **5. Delivery.**

The products are made available to the buyer in the PanReac AppliChem warehouses, at which time they are deemed delivered to all the effects and purposes.

Export shipments are made according to Incoterms in force, except when this is not possible due to causes outside PanReac AppliChem's control.

Deliveries are made freight forward by the means the buyer indicates. If no means has been specified, PanReac AppliChem can choose the system or means of transport it considers the most ideal.

If freight is paid by PanReac AppliChem, it may use the transport company of its choice. PanReac AppliChem will not be held responsible for delays due to processing prescribed export licences or for restrictions to export, whatever its cause or origin.

In any case, the buyer will be responsible for obtaining licences, permission, etc. necessary for product export and import, exempting PanReac AppliChem of all duties along with any responsibility whatsoever where the corresponding licenses, permission, etc. cannot be obtained.

#### **6. Domain reserve.**

PanReac AppliChem reserves the vested property of the products delivered to the buyer while the latter has not credited the entirety of the amount of the corresponding invoice.

Where the buyer has proceeded to resell or alter the products with respect to PanReac AppliChem attempting to exercise their right of domain reserve through payment pending, PanReac AppliChem may freely seize other goods used by the same buyer up to the corresponding amount owing in payment.

#### **7. Insurance.**

In freight forward deliveries within European territory, insurance must be contracted and is charged to the buyer. In deliveries to other countries, the buyer must take out insurance, except where expressly requesting PanReac AppliChem in writing to include insurance in the invoice according to sale conditions agreed in each order as per Incoterms in force.

#### **8. Containers and Packaging.**

The containers and packaging used by PanReac AppliChem are the most adequate for each product, complying in each case with current legislation, including dangerous goods transport homologation. However, it is the responsibility of the buyer to check whether the containers comply to local product storage conditions along with any another local regulations with the object of ensuring their compliance to which PanReac AppliChem is committed.

PanReac AppliChem reserves the right to change or amend the type, class or material of the containers to best suit the product/container/material, without prior notice.

PanReac AppliChem agrees to inform the carrier on the fragility and/or dangerous nature of the goods delivered, both through documentation and through delivery and packaging labels. The buyer, on their side, is responsible for inspecting the boxes on reception before sealing them with the conformity of the transport agency.

The packaging and containers cannot be used for other purposes or for storing other products. They shall be used exclusively for transporting goods supplied by PanReac AppliChem.

#### **9. Inspected products.**

Products subject to legal provisions are part of the PanReac AppliChem product supply program.

The buyer is liable for compliance with existing legislation in its country in relation to the inspected products.

#### **10. Returns and Claims.**

The buyer is obliged to check that the products supplied conform to the contracted characteristics and are adequate to the aims to which they will be applied. The products are considered accepted and agreed upon by the buyer regarding quality and quantity except when, within a five-day maximum term from reception, the buyer notifies in writing of their non-acceptance, indicating the cause.

PanReac AppliChem will not accept product returns except when the products justifiably do not correspond to the characteristics contracted. In this case, in addition to the justification and technical argument, the buyer must indicate the manufacturing batch number that appears on

the label and must send PanReac AppliChem one of the sealed containers from the same box together with the claim object.

Once the products object of return have been studied and checked by PanReac AppliChem, the latter will remit a detailed technical answer to the buyer, accepting or rejecting the claim presented. If accepting it, the products will be replaced.

If not, the parties agree to subject the question to the official competent body in the materia, chosen by PanReac AppliChem to carry out an alternative analysis and/or act as mediator. The parts agree that this resolution is of a binding nature, obligating compliance.

The costs will be paid by the party whose claim has not been accepted. In the case of partial acceptance, the costs are split equally.

Containers and packaging may not be an object of return in any case.

#### **11. Use-Responsibilities.**

PanReac AppliChem guarantees that their products are manufactured for analytical, research, scientific and industrial uses and always by qualified technicians in accordance with the uses to which they are destined, and cannot be used in relation to people, animals or in other forms of private use. Sale to individuals is prohibited.

The purity specifications of the products can be modified without previous warning to the buyer. The specifications appearing on the container labels and/or certificates of analysis are binding for both parties. PanReac AppliChem is not responsible for inadequate or negligent use of the products by the end user (including non-observance of the recommendations included in these conditions) nor of the non-observance of the safety instructions printed on each label and material safety data sheet (MSDS), along with the placing of the products within reach of children or minors.

PanReac AppliChem expressly recommends that they are consulted in each case to advise on the most ideal quality to this end, and decline all responsibility in the case of this recommendation not being followed.

PanReac AppliChem is not responsible for damage that can be caused during transport and unloading of products.

According to Occupational Hazard Prevention Law or the equivalent in each country of destination, the buyer must evaluate, instruct and inform their employees about the identified risks on the handling of chemical products, and provide the collective or individual and adequate protection equipments and establish the necessary patterns on carefulness of health indicated for each case.

#### **12. Recommendations.**

PanReac AppliChem recommends that the buyer consult the maximum impurity limit, the analysis type and any other specification appearing on the product labels and/or certificates of analysis and, if possible, confirm data fundamental for the use to which the product is destined, so that, without prejudice to catalogue indications, the buyer must verify for themselves whether the products are adequate and answer the needs of the buyer in each case.

The technical data sheets, certificates of analysis and material safety data sheets (MSDS) are available on the website of PanReac AppliChem.

PanReac AppliChem recommends that the buyer consult the legislation applicable at all times on material handling, storage and dangerous goods transport, along with incompatibilities between products that can react violently together.

### **13. Force Majeure.**

PanReac AppliChem will in no case be responsible for delay in product delivery when this is caused by Force Majeure or when the delay is not imputable solely to PanReac AppliChem. In purely informative terms, Force Majeure is considered to be fires, explosions, lightening, sudden incapacity to obtain raw materials, manpower, etc.

### **14. Litigation**

In cases of litigation on the compliance of specifications and quality characteristics, the regulations and verification methods of PanReac AppliChem will prevail. For the resolution of any legal question derived from the present general sales conditions, the parties will submit to the Courts of the city of:

Barcelona (Spain) and Spanish legislation, for sales made by Panreac Química SLU.

Darmstadt (Germany) and the legislation of the Federal Republic of Germany for sales made by AppliChem GmbH.

Milan (Italy) and Italian legislation for sales made by Nova Chimica Srl.

Expressly waiving the right to any other jurisdiction they may be entitled to.