

**GENERAL TERMS AND CONDITIONS OF SALE OF  
S.A. REVERTÉ MINERAL PRODUCTS**

**1. Scope of Application and Validity.**

- 1.1. All sales and supplies of products and/or services rendered by S.A. REVERTÉ MINERAL PRODUCTS will adhere to these General Terms and Conditions of Sale (hereinafter, the "T&Cs"), except when specific conditions are agreed upon with each Customer in corresponding offers or order or quotation acceptance.
- 1.2. The Customer will be deemed to accept these T&Cs as soon as they appear on the S.A. REVERTÉ MINERAL PRODUCTS website or are explicitly communicated through offers, quotations or orders.
- 1.3. These T&Cs remain valid until the Contract or Agreement (hereinafter, the "Contract") between the Parties is terminated and all obligations are fulfilled. Please note that these T&Cs may be subject to change, and the applicable T&Cs will be those in effect at the time of order placement.
- 1.4. The nullification of any clause in these T&Cs will not render the entire Contract ineffective; the Contract may continue without the nullified provision.
- 1.5. Contracts, including those formed at trade shows or through our representatives, and any verbal agreements will only be binding when confirmed in writing by S.A. REVERTÉ MINERAL PRODUCTS. Any conditions proposed by the Customer that differ from these T&Cs will not be effective or binding unless explicitly accepted in writing by S.A. REVERTÉ MINERAL PRODUCTS.

**2. Pricing.**

- 2.1. Prices will be as indicated in our offers or quotations and reflected on the invoice. These prices are only valid for the period specified by S.A. REVERTÉ MINERAL PRODUCTS in its communications to the Customer. If no validity period is specified, the price will be valid for ONE (1) month.
- 2.2. Unless otherwise agreed, prices provided to the Customer will always be in euros and will not include Value Added Tax or any other applicable taxes. Consequently, the selling price should be increased to account for taxes, fees, transportation costs or other charges applicable at the time of purchase, all of which will be specified in the relevant quotation or order.
- 2.3. In the selling price (except for bulk sales), packaging costs are included, but it does not cover any applicable taxes or fees. Specific transportation conditions agreed upon by the Customer and S.A. REVERTÉ MINERAL PRODUCTS will also be considered.
- 2.4. If changes or circumstances occur after the Contract is executed, leading to increased production and logistics costs, S.A. REVERTÉ MINERAL PRODUCTS is authorised to adjust the price accordingly, provided written notice is given to the Customer.

**3. Delivery Terms.**

- 3.1. S.A. REVERTÉ MINERAL PRODUCTS will not incur responsibility or expenses resulting from delays attributable to the Customer. If the Customer fails to meet their collaboration obligations, specifically relating

to delivery schedules, product specifications and payment delays, it will be deemed that the Customer is responsible for any resulting issues.

- 3.2. If S.A. REVERTÉ MINERAL PRODUCTS detects signs casting doubt on the Customer's solvency, it may terminate the Contract and seek compensation for damages incurred. For these purposes, signs of doubtful solvency include payment delays or payment suspension, unfavourable information from banks or credit agencies, declarations of bankruptcy or other indicators. However, these signs can be negated if the Customer provides a sufficient bank guarantee upon request by S.A. REVERTÉ MINERAL PRODUCTS.
- 3.3. S.A. REVERTÉ MINERAL PRODUCTS may make partial shipments or deliver goods ahead of the agreed date with prior communication and agreement with the Customer.
- 3.4. When a confirmed order is delayed by the Customer, all associated expenses are the Customer's responsibility. S.A. REVERTÉ MINERAL PRODUCTS may also terminate the Contract and demand payment of damages and storage costs. In some cases, S.A. REVERTÉ MINERAL PRODUCTS may request a guarantee for such operations.
- 3.5. If circumstances beyond S.A. REVERTÉ MINERAL PRODUCTS' control complicate or prevent product delivery or order fulfilment, S.A. REVERTÉ MINERAL PRODUCTS may postpone execution or terminate the Contract, without entitling the Customer to claim damages. Such circumstances may include official interventions, breakdowns, strikes, lockouts, lack of raw materials or supplies, material shortages, energy supply problems, transportation delays, deficient performance by subcontractors or external companies, political or economic problems, pandemics, wars or natural disasters of any kind.
- 3.6. S.A. REVERTÉ MINERAL PRODUCTS will meet the delivery deadlines outlined in the Contract or order. However, if delivery delays surpass these agreed-upon timeframes and can be justified by S.A. REVERTÉ MINERAL PRODUCTS, the Customer is requested to grant an additional THREE (3) weeks at least for the delivery. Once this extended period has lapsed, the Customer may opt to terminate the Contract. However, you may only pursue compensation for damages and losses if there has been proven negligence on the part of S.A. REVERTÉ MINERAL PRODUCTS.
- 3.7. For Contracts incorporating the "delivery at destination" clause (Incoterms DDP and DAP), it signifies that transportation to the destination is part of the agreement. In such instances, the Customer is required to ensure suitable access for this transportation. Any costs incurred due to delays in unloading at the Customer's premises will be borne by the Customer.
- 3.8. For Contracts incorporating the "delivery at terminal or port" clause (Incoterms CPT, CIF, CFR, CIP), the Customer is required to execute the logistical and customs procedures outlined in the agreed-upon Incoterm and retrieve the goods within the specified "free days". Any costs incurred due to delays in customs procedures and goods retrieval will be entirely borne by the Customer.
- 3.9. Please note that once a product has been produced and/or transportation arranged, the cancellation of orders by the Customer will not be accepted.
- 3.10. Any adjustments to the originally agreed-upon conditions, initiated by the Customer and requested to S.A. REVERTÉ MINERAL PRODUCTS, will incur additional costs for the Customer.

#### **4. Dispatch and Risk Transfer.**

- 4.1. The transfer of ownership of goods and the associated risk of damage depend on the INCOTERM specified in the sale agreement.
- 4.2. The risk is also transferred to the Customer when they decline receipt of the product, except in cases of defects, and after confirming such defects.

- 4.3. The management, as well as the costs related to loading and unloading, insurance and export/import procedures, will be the responsibility of the party designated in the agreed INCOTERM.
- 4.4. In cases of exports outside the European Union where the Customer wishes to assume responsibility for primary transportation, the applicable INCOTERM will be FCA.

## **5. Payment Terms.**

- 5.1. Our standard payment terms require payment within THIRTY (30) days from the date of the invoice for customers located within the European Union, unless alternative terms have been negotiated between the Customer and S.A. REVERTÉ MINERAL PRODUCTS.
- 5.2. For export sales outside the European Union, S.A. REVERTÉ MINERAL PRODUCTS may request payment methods that include guarantees, preferably a letter of credit or advance payment.
- 5.3. In cases where the Customer's financial stability is in question or they appear in records of entities reporting financial delinquencies, as assessed by S.A. REVERTÉ MINERAL PRODUCTS, payment will be facilitated through one of the following options, which must be expressly accepted in advance by S.A. REVERTÉ MINERAL PRODUCTS:
  - a. Payment within THIRTY (30) days, subject to approval by the credit insurance company designated by S.A. REVERTÉ MINERAL PRODUCTS.
  - b. Submission of a bank guarantee issued by a reputable bank.
  - c. Advance payment.
- 5.4. Payment is considered completed only when S.A. REVERTÉ MINERAL PRODUCTS gains access to the funds. All associated bank charges will be borne by the Customer.
- 5.5. S.A. REVERTÉ MINERAL PRODUCTS will make determinations at its sole discretion regarding which outstanding balances are covered by each payment, with priority given to older and smaller balances to ensure their full settlement.
- 5.6. Payment through the delivery or offsetting of credits owned by the Customer will be permitted only with express approval from S.A. REVERTÉ MINERAL PRODUCTS.

## **6. Quality Control and Warranty.**

- 6.1. The characteristics, quality and technical specifications of the product are explicitly outlined in the Contract and are not inferred from any other documents, promotions, brochures or inquiries. Consequently, the product warranty is confined to the specifications stipulated in the Contract.
- 6.2. While S.A. REVERTÉ MINERAL PRODUCTS provides recommendations and addresses inquiries to the best of its knowledge and experience, it disclaims any liability for these suggestions. Statements and information regarding product use and applications are non-binding unless expressly stipulated in the Contract. In any case, these statements and information do not exempt the Customer from conducting their own investigations in accordance with the specific circumstances of each case.
- 6.3. S.A. REVERTÉ MINERAL PRODUCTS will only accept claims for defective products under the following conditions:
  - a. The Customer is responsible for carefully inspecting the product upon receipt and, if necessary, taking appropriate samples. Any detected defects must be promptly reported to S.A. REVERTÉ MINERAL PRODUCTS within four days of receipt, before using or handling the product. Despite the claim, the Customer remains obligated to fulfil the Contract, store the product adequately and return it only when explicitly requested by S.A. REVERTÉ MINERAL PRODUCTS.

- b. Defects not immediately evident, even after thorough inspection, must be reported within the same four-day timeframe, commencing from the date of defect discovery. Failure to submit a claim within this specified period or in the prescribed manner will result in the product being considered approved by the Customer.
- c. The Customer is required to provide S.A. REVERTÉ MINERAL PRODUCTS with any tests conducted on the rejected product. Failure to fulfil this obligation will result in the Customer forfeiting their right to warranty claims.
- d. When it comes to minor deviations in product measurements due to standard manufacturing practices, the Customer does not have the right to make claims. To determine what is an acceptable deviation, we will refer to the technical data sheet or analysis certificate.
- e. In the event of potential defects in the products, S.A. REVERTÉ MINERAL PRODUCTS will handle it at its discretion, either through repair or replacement. The Customer shall provide a reasonable timeframe for these corrective actions; otherwise, their right to claim will be forfeited.
- f. Any additional claims against S.A. REVERTÉ MINERAL PRODUCTS or its representatives, beyond those provided for herein, and regardless of their legal basis, are entirely excluded unless gross negligence on the part of S.A. REVERTÉ MINERAL PRODUCTS can be proven.

## **7. Compensation for Damages.**

- 7.1. Should the Customer fail to meet their payment obligations by the agreed-upon dates, interest equivalent to the legal interest rate in Spain plus two points will accrue in favour of S.A. REVERTÉ MINERAL PRODUCTS. Additionally, S.A. REVERTÉ MINERAL PRODUCTS is authorised to introduce new payment terms for future transactions involving Customers who do not adhere to set deadlines.
- 7.2. In cases where the Customer experiences delays in accepting product delivery or making the required payment, S.A. REVERTÉ MINERAL PRODUCTS has the authority, after offering an optional extension, to terminate the Contract and seek compensation for damages. Initially, this compensation will amount to TWENTY percent (20%) of the transaction value, with the possibility of an increase if it is subsequently determined that the actual damages incurred were higher.

## **8. Industrial and Intellectual Property Rights.**

- 8.1. All trademarks, seals and other distinctive technical or commercial signs exclusively belong to S.A. REVERTÉ MINERAL PRODUCTS, which expressly retains its industrial and intellectual property rights.
- 8.2. The Customer is responsible for any infringement of S.A. REVERTÉ MINERAL PRODUCTS' industrial and intellectual property rights resulting from the delivery of protected elements, whether by the Customer or any third party associated with the Customer. The Customer must provide compensation to S.A. REVERTÉ MINERAL PRODUCTS for any resulting damages.

## **9. Confidentiality.**

- 9.1. Both the Customer and S.A. REVERTÉ MINERAL PRODUCTS undertake not to reveal or disclose any received information of a confidential nature, including applied price rates.
- 9.2. In cases where disclosure to a third party becomes necessary, written authorisation from both Parties is mandatory, along with adherence to the outlined confidentiality provisions by the third party.
- 9.3. Upon the termination of the Contract, both Parties are obligated to return all documentation and information received from each other or third parties during the execution of the Contract.

- 9.4. The obligation of confidentiality will persist regardless of the Contract's termination or extensions.
- 9.5. In situations where a court, tribunal or competent administrative authority legally requires access to the information, it will be disclosed while always maintaining the confidentiality permitted by law. The other Party will be promptly informed of the request to initiate legal actions.

## **10. Protection of Personal Data.**

- 10.1. If the execution of the Contract between the Customer and S.A. REVERTÉ MINERAL PRODUCTS necessitates the exchange of files containing personal data, it must be done after signing the required Data Processing Agreement and align with the systems and means specified in the security documents of each Party and in compliance with applicable data protection regulations.
- 10.2. S.A. REVERTÉ MINERAL PRODUCTS is authorised to process and store all data provided by the Customer, including personal data, while adhering to the current legal provisions regarding the protection of such personal data.
- 10.3. Both Parties ensure that their personnel are adequately trained in data protection regulations and will adhere to the established protocols for this purpose.

## **11. Contract Termination.**

- 11.1. Either Party retains the right to terminate the signed Contract if the other Party significantly or repeatedly breaches these T&Cs and fails to rectify the breach within a reasonable period, is declared insolvent or is unable to fulfil its payment obligations.

## **12. Force Majeure.**

- 12.1. In the event of force majeure, such as strikes, terrorist acts, wars, transportation, supply or production disruptions, government actions, legislative changes, pandemics, natural disasters and generally any circumstances beyond the control of the Parties, the affected party will be exempt from product delivery or receipt obligations for the duration and impact of these events.
- 12.2. The affected party must promptly notify the other party when a force majeure event occurs. However, if this situation persists for more than THIRTY (30) days, either Party has the right to terminate the contract with written notice and without prior compensation.

## **13. Miscellaneous.**

- 13.1. The Customer cannot transfer to S.A. REVERTÉ MINERAL PRODUCTS any claims made against them by third parties.
- 13.2. The invalidity or unenforceability of any of these T&Cs due to legal reasons will not affect the rest of the conditions, which will remain fully binding.
- 13.3. For the pertinent purposes, the place of performance of the Contract regarding the delivery time will be considered to be our respective factory, and regarding payment, the business centre of S.A. REVERTÉ MINERAL PRODUCTS.
- 13.4. Unless there is prior explicit written consent from S.A. REVERTÉ MINERAL PRODUCTS, the Customer cannot assign the rights or obligations acquired under these T&Cs or any specific conditions, if applicable. In any case, S.A. REVERTÉ MINERAL PRODUCTS may assign, wholly or partially, any rights or obligations

acquired under these T&Cs and/or specific conditions, including but not limited to credits, claims and guarantees arising from or related to any Contract or Agreement between the Customer and S.A. REVERTÉ MINERAL PRODUCTS.

- 13.5. These T&Cs are subject to updates, and the current version is available for consultation on our Company's website.

#### **14. Jurisdiction and Applicable Court.**

- 14.1. Spanish law will exclusively apply to contractual relationships. Any other supranational uniform law rule is excluded, except for the current version (2020) of Incoterms.
- 14.2. To resolve any dispute arising from the contract, the Parties will submit to the jurisdiction of the Courts and Tribunals of the city of Barcelona, explicitly waiving any other jurisdiction they may have, if different from the one mentioned above.