

## TERMS AND CONDITIONS FOR THE ACQUISITION OF PRODUCTS AND SERVICES

1. **ACCEPTANCE:** These Terms and Conditions (the "Terms") shall apply for any Order, Purchase Order or Service Request (the "Order") issued by any of the companies forming part of the **Dynasol Group** (see list in Appendix 1) and they shall be considered as accepted when acceptance of the Order is issued by the Seller or at the time in which the Seller performs any act intended to fulfil the provision of services (the "Services") or supply of equipment and/or products (interchangeably the "Products"), and shall imply the Seller's unconditional acceptance of these Terms. This Order is subject to and governed by these Terms, and constitutes a contract through which the Purchaser agrees to buy and receive, and the Seller to sell and provide the Products or Services mentioned in the Order. The term "Seller" refers to the individual or company that provides the Products or renders the Services. The term "Purchaser" refers to any company from the **Dynasol Group** that issues this Order and receives the Products or Services in accordance with these Terms. The term "Applicable Law" refers to the corresponding legislation, including but not limited to, regulations, ordinances, agreements and official standards, to which the parties voluntarily submit in accordance with Appendix 1. The parties agree that, in order to save time, as in the case of authorisations for materials and products, changes in delivery dates, payment terms, shipping instructions, packaging and labelling, and similar matters, the Order may be modified by the Purchaser by means of a modification order sent via email to the Seller, signed by an authorised representative of the Purchaser. The parties agree that these communications, as well as the deliveries made under the terms thereof, shall form part of the Order and shall be regulated by these Terms.

2. **PRICE:** The price of the Products delivered, or of the Services provided in compliance with these Terms, will be that indicated in the Order, which may be specified in Mexican Pesos, United States Dollars, or Euros, according to the **Dynasol Group** entity (see list in Appendix 1) issuing the Order, unless otherwise indicated in said Order (the "Price"). The Price is fixed and may not be increased for any reason, including but not limited to, in cases related to increases and problems with the raw material or in cases of force majeure. The Price is based on the cost of the raw material in force at the time of submitting the Order. The Price includes all costs that may be incurred by the Seller (including labelling, packaging, taxes, duties,

loading and unloading manoeuvres, insurance and transportation (unless otherwise indicated in the Order). In the event that the Price is not included in the Order, the Price will be the lowest price in force in the market, and in no case shall it exceed the prices paid for similar Products or Services, when compared with previous Orders agreed by the parties. The Seller in this act guarantees that the Price is the lowest price that it offers to all its customers for similar Products and/or Services, and that said Price is competitive when compared to the prices of other sellers of similar Products and Services (the "Price Guarantee"). The Purchaser may terminate the Order in whole or in part, without incurring any type of liability, charge or penalty, in the event that the Seller fails to comply with the Price Guarantee, through written notice sent 3 (three) calendar days in advance, and shall not be bound to pay any amount that exceeds the Price Guarantee.

3. **PRICE TERMS AND CONDITIONS:** Unless the Purchaser instructs otherwise in writing, the Seller shall invoice the Purchaser, at the time when the Purchaser receives the Products or at the time the Seller finishes rendering the Services. The payments shall be made via deposit or the electronic transfer of funds to the bank account indicated by the Seller in writing. The invoices must contain all applicable tax requirements and break down the items that comprise it, including Value Added Tax. The payment of the invoice by the Purchaser shall be made only in accordance with the terms of the Order. Unless the Purchaser specifies a different period of time in the Order, the payment must be made within a period of 60 (sixty) calendar days following the date on which the Purchaser receives the invoice that includes the Products or the date on which the Seller finishes providing the Services, to the Purchaser's satisfaction. In the event of an unresolved dispute arising within that period of time, the payment shall be made within 30 (thirty) calendar days following the date on which the dispute is resolved and the corrected invoice is received. If the Seller does not invoice the Purchaser for the Products or Services acquired under the terms of the Order, within 1 (one) year following the delivery of the Products or provision of the Services by the Seller, the Purchaser shall not be bound to pay the Seller for said Products or Services. Any claims made by the Seller related to the payment of the Products or Services by the Purchaser under the terms of the Order, must be submitted in writing to the Purchaser, within a period of 1 (one) year following

the date on which the Products are received by the Purchaser, or the date on which the Services are concluded; otherwise, the Seller's right to initiate such claim shall preclude.

4. **DELIVERY:** All Products must be delivered with the packaging necessary to prevent damage being caused to the Products in accordance with the instructions contained in the Order, or as indicated in writing by the Purchaser. In the absence of such instructions, the Seller will comply with the best commercial practices in order to guarantee that the Products are delivered to their destination, without being damaged and at the lowest transportation cost to the indicated delivery address. The delivery must be made in the quantities and within the periods of time indicated in the Order, or in any other way as indicated in writing by the Purchaser. Measurements shall be made at the Delivery Point in accordance with the procedures and practices applicable thereto. In the event that any later inspection or survey reveals any discrepancy between the quantity specified in the delivery note or quantity certificate and the actual quantity, and such discrepancy is less than 0.5%, the quantity in the delivery note or quantity certificate shall be considered the actual quantity at Delivery for the purpose of the sale and the related invoicing. In the event that such discrepancy is more than 0.5%, Buyer shall be invoiced and shall pay the quantity actually delivered at Delivery, unless otherwise agreed. The Purchaser shall not be bound to receive or make payment for the Products delivered or Services provided to the Purchaser in advance of the scheduled date, or in excess of the amounts specified in the Order, and at its discretion, it may return said Products to the Seller or reject the Services, at the Seller's risk and expense. In certain cases and depending on the type of Good, the Purchaser may receive Products that exceed the amounts specified in the Order, as long as the Purchaser specifies the limit or margin allowed in the Order. The Purchaser shall be able to change the frequency of the deliveries, or indicate the temporary suspension of scheduled deliveries, and in none of these cases shall the Seller have the right to modify the Price of the Products or Services included in the Order. For Products orders for which the quantities and/or delivery schedules are not specified, the Seller must deliver the Products in the amounts and on the dates indicated in writing by the Purchaser. In the event that, in order to comply with the delivery date requested by the Purchaser –which is established in the Order–, it is necessary for the Seller to bring forward the execution of the Order, the Seller shall assume any additional cost arising from this bringing

forward.

5. **BREACH OF THESE TERMS:** In the event that the Seller does not comply with or deliver the Products in a timely manner, or provide the Services in a timely manner, the Seller shall reimburse the Purchaser for all Damages (as defined in Clause 11) incurred by the Purchaser as a result of the late delivery or compliance. Furthermore, the Purchaser shall have the right to demand any other rights, penalties and remedies indicated in these Terms or in the Order, to terminate the Order, without incurring any liability, with regards to the Products that have not yet been delivered or Services that have not yet been provided, by written notice, which shall take effect from the date the notice is delivered by the Purchaser.

6. **INSPECTION:** The premises, equipment, materials and records of the Seller, as well as the Products and Services acquired and to be acquired in accordance with these Terms, are subject to auditing, verification, inspection and acceptance by the Purchaser. The parties agree that the Purchaser may inspect, review, verify and audit any of the Products during any stage of their manufacturing, production, delivery or termination. The Purchaser shall have the right to enter the Seller's premises on business days and during business hours, in order to inspect, review, verify and audit the Purchaser's premises and materials covered by these Terms, except in the case that the Products are raw materials, in which case the visit will be agreed upon in advance and in writing between the parties. The Seller agrees to provide all the documentation and support information required by the Purchaser and its customers during the course of such inspection. Upon the Purchaser's request, the Seller must submit production and quality test reports, as well as related information. The Purchaser's inspection of the Products, either during their manufacturing, before delivery or within a reasonable period of time after delivery, shall not constitute the acceptance of any work in progress or of finished products. No provision in these Terms shall free the Seller from its obligation to test, inspect, verify and maintain quality control. The Seller must keep all the necessary documentation and information related to the Order for a period of 5 (five) years following the conclusion of the Services or the delivery of the Products, in accordance with these Terms.

7. **PACKAGING QUANTITY AND SPECIFICATIONS:** The Seller undertakes to supply the Purchaser with the quantity of Products or Services that it requests in accordance with the provisions of the Order. All

finished Products must be packaged and labelled in accordance with the Purchaser's requirements. All Products must permanently display the shipment and batch number, weight, name or name code, including any type of identification with barcodes or QR codes, and the date of manufacture of the Products, unless the Purchaser agrees otherwise in writing. The Seller shall deliver samples of the Products in accordance with the applicable quality standards, as required by the Purchaser.

8. **CHANGES:** The Seller may not make changes to any Order, nor to the Products or Services, or to the manufacturing, testing, quality processes, materials, design, drawings, specifications or packaging of the Products, without the prior written approval of the Purchaser. Any unauthorised change of any nature will constitute a breach of the Seller's obligations in accordance with these Terms. The Purchaser may request changes at any time, by sending prior written notice to the Seller. The Seller will implement the changes, and the Order will be modified, in order to include the changes, based on the understanding that in the case that the requested changes increase or decrease the Price of the Products or Services, or the delivery or execution period of the Services, required to comply with the Order, the Seller shall inform the Purchaser in writing, providing detailed information on how the Price is affected, within 5 (five) calendar days following the date of the request for the change by the Purchaser. In this case, the parties will negotiate a fair adjustment of the Price, in order to consider said increase or reduction of costs. The Seller may not refuse to deliver the Products or provide the Services, during the time period in which the parties are negotiating the modifications to the price based on the changes. The Seller must make the changes and continue to comply while any dispute is pending resolution. All changes agreed for the Price or the delivery schedule shall be made in accordance with these Terms.

9. **GUARANTEE:** The Seller expressly declares and guarantees the Purchaser, its successors and assigns, as well as the Purchaser's customers, that all the Products delivered by the Seller: (a) will comply with all the specifications, designs, samples, drawings and descriptions provided or expressly accepted in writing by the Purchaser, as well as with the standards and other requirements indicated in Clauses 7 and 24 of these Terms; (b) will be new; (c) will be made of good materials, involve good labour and manufacturing, and be of the highest quality; (d) will be marketable, safe and adapted to the specific use and destination that the Purchaser and its customers intend to

give them, in addition to being free of any defects, whether hidden or obvious; (e) will be free from all encumbrances, charges, effects and limitations of ownership; (f) will be delivered in appropriate containers and packaging to prevent damage being caused to the Products, and will be correctly marked and labelled; and (g) will be manufactured in compliance with all applicable laws, regulations, standards and legal provisions, including the provisions contained in this Order, as well as with all the quality standards applicable to the industry, including but not limited to, the official regulations applicable under the Applicable Law. All Services provided by the Seller will be rendered in a competent and efficient manner, in accordance with the highest industry standards and in compliance with all Applicable Laws, including the provisions contained in this Order. The Seller guarantees that all materials used in the manufacturing of the Products will be new and of high quality. The materials shall not be substituted for those specified, without the prior written consent of the Purchaser. The Seller also declares and guarantees that the Products will not include trademarks, distinctive signs, trade names, or any other type of element subject to protection in matters of Intellectual Property that has not been expressly required in the Purchaser's specifications and even in these cases, the Seller will act in strict accordance with the express written instructions of the Purchaser. These guarantees will be additional to the other guarantees, whether express or implied, that apply in accordance with the applicable law. These guarantees shall be applicable notwithstanding the inspection, testing, delivery, acceptance, use or payment by the Purchaser, as well as the termination, expiration or cancellation of the Order. The guarantees contained in these Terms may not be limited or waived by the Seller. The approval by the Purchaser of the Seller's design, material, process, layout design, specifications or similar concepts shall not be construed as the Seller's release of the guarantees set forth in these Terms or the waiver by the Purchaser, unless the Purchaser expresses this in writing. With regards to the Services, the guarantees contained in these Terms shall be applicable for a period of 12 (twelve) months from the date on which the Purchaser receives the services to its satisfaction. With regards to the Products, the guarantees contained in these Terms shall be applicable for a period of time of 18 (eighteen) months starting from the date on which the Products are delivered to the Purchaser and/or its customers or 12 (twelve) months starting from the date on which the operation or use thereof begins, whichever occurs first, unless the Purchaser states otherwise in writing.

10. **NON-CONFORMANCES IN THE PRODUCTS:** Notwithstanding the payment or prior inspection of the Products, in addition to the other remedies to which the Purchaser may be entitled, the Purchaser, at its discretion and at the risk of the Seller, may reject and return, or retain and correct the Products that do

not comply with the specifications provided by the Purchaser and that do not comply with the guarantee established in Clause 9 of these Terms. Products that do not conform with the specifications must be replaced within a period of no more than 24 (twenty- four) hours, or, within the term indicated by the Purchaser in writing, with others that meet the agreed specifications. Alternatively, they will be repaired or corrected by the Seller, who will exclusively assume all costs, if possible, and depending on the Purchaser's preference. The nonconforming Products will be returned by the Purchaser to the Seller at the latter's cost and risk. In the event that the Seller does not provide written instructions within 5 (five) calendar days following the date of issue of the non- conformity notice, the Purchaser shall be entitled, at its discretion, to charge the Seller for the storage and handling or disposal of the Products, without this supposing any liability for the Purchaser. The payment for Products that do not comply with the guarantee and agreed specifications will not constitute the acceptance thereof, nor will it limit or affect the Purchaser's right to initiate any legal claim, procedure or action, nor will it release the Seller from the liability corresponding to it in terms of the nonconforming products, their defects or quality problems. In the case of Products that the Seller delivers to the Purchaser via consignment, the Seller must have a security inventory that provides the Purchaser with a streamlined response in the event that the Products are replaced due to defects or them not meeting the specifications provided by the Purchaser, as well as for responding to changes in the Order made by the Purchaser (such as a greater volume or shorter delivery date of the Products). The security inventory will be based on the volume or number of days indicated in writing by the Purchaser in each case.

11. **REMEDIES:** In addition to the other remedies indicated in these Terms, as well as the legal remedies in accordance with the Applicable Law, in the event that the Seller fails to comply with any of the obligations arising from these Terms, or that it delivers the Products or provides the Services with defects or nonconformities, or, in the case that it does not comply with the guarantees indicated in these Terms, regardless of whether they are apparent or not at the time of receiving the Products or Services, the Seller must, immediately, on its own account and at the discretion of the Purchaser: (i) repair or replace the defective Products or Services, or reimburse the amounts paid for the defective Products or Services; (ii) speed up deliveries and late performances; (iii) pay all costs related to the nonconforming products, including but not limited to, inspection costs, the inventory

selection in order to isolate the nonconforming products, replacement, repair, storage, repackaging, removal, transportation and delivery; and (iv) pay the other costs, charges, fines, sanctions, penalties or damages incurred by the Purchaser or its customers in relation to the nonconforming Products or Services. The Seller undertakes to immediately provide, on its own account and at its expense, the Services that do not meet the Purchaser's requirements or that do not comply with the guarantees indicated in these Terms. Likewise, the Seller shall be liable for all damages caused to the Purchaser or its customers arising from any breach of the obligations under its responsibility, in accordance with these Terms, including but not limited to, all damages and losses, costs and expenses incurred by the Purchaser, or any damages and losses that the Purchaser's customers pass on or claim from the Purchaser as a result of Seller's breach, including lawyer fees and expenses (the "Damages"). Furthermore, the Purchaser may cancel any Order that includes the nonconforming Equipment, Product or Service, or that covers other Products or Services that may possibly be affected, without incurring any type of liability. Similarly, the parties agree that the Purchaser's rights and remedies, including but not limited to, the total amount of Damages that the Purchaser may recover at the time in which the Purchaser must file a claim or lawsuit, shall not be reduced or limited in any way.

12. **CONFIDENTIAL INFORMATION:** The Seller undertakes to store all the information obtained from the Purchaser in a strictly confidential and secret manner, and will refrain from disclosing it to third parties, understanding that it must ensure that the personnel under its care keep this information strictly confidential. The term "Confidential Information" refers to all the information or documentation of the Purchaser, which is and will always be the property of the Purchaser, whether printed, written, oral or contained in computer programs (software), optical discs, magnetic tapes, or any other electronic or magnetic means, microfilms, photographs, recordings, plans, diagrams or any other instrument disclosed by the Purchaser in relation to these Terms. The Confidential Information will include, but not be limited to, the following information: commercial information, information relating to the process and production, commercial strategies and operating models, the application and improvement of inventions, patents, commercial notices, utility models, industrial designs, industrial drawings, know-how, legal, financial or any other type of information. The Confidential Information will be considered as an industrial secret. The following will not be considered as Confidential Information: (i) information which, prior to the date of the Order, has been in the public domain; or (ii) information which, after the date of the Order, is in the public domain, not involving the Seller's fault or negligence; or (iii) information which must be disclosed in compliance with a duly founded and motivated order issued by a legitimated and competent judicial or administrative

authority, provided that the Seller must inform the Purchaser in a timely manner of this situation, in order for it to take the measures that it deems appropriate. Consequently, the Seller will use the Confidential Information only to meet the obligations it assumes in accordance with these Terms and will be responsible for the unauthorised disclosure of the Confidential Information, also being responsible for the payment of the damages that this may cause to the Purchaser. The hereby consigned obligation of confidentiality shall remain in force during the execution of the Order and up to 5 (five) years after the date of termination or expiration of the Order. The Seller undertakes to destroy or return all the Confidential Information that the Purchaser has provided to the Purchaser, as well as all copies, upon request of the Purchaser.

13. **INDUSTRIAL AND INTELLECTUAL PROPERTY:** The Purchaser is the owner of all specifications and all the Confidential Information provided by the Purchaser to the Seller in accordance with these Terms, including all modifications or improvements made by the Seller to such specifications. The Seller agrees that any feedback, suggestion or comment that the Seller makes to the Purchaser regarding the Products, Services, specifications or Confidential Information of the Purchaser originally delivered by the latter, (the "Feedback"), will be delivered on a totally voluntary basis and grants the Purchaser the right to use, disclose, reproduce, license, distribute or exploit the Feedback for any purpose, in its entirety, without assuming any obligation of payment or restriction on the use or disclosure. Furthermore, the Seller agrees that all Products, regardless of the manner in which they are manufactured or produced by the Seller in terms of the Order (the "Work Product") will be considered as "work carried out on request", and through this act they are assigned and will become the sole property of the Purchaser. In the event that any part of the authorship works created by the Seller during the provision of the Services in accordance with these Terms does not qualify as "work carried out on request", the Seller hereby assigns, or in the case that the Seller has not previously guaranteed the ownership of all the copyrights related to the part in question, will obtain the title and assign all copyrights related to such work to the Purchaser. Upon request and on behalf of the Purchaser, the Seller shall sign all the documents and reasonably assist the Purchaser, insofar as is necessary, in order to grant the Purchaser the ownership of the entire Work Product, Feedback and modifications or improvements to the specifications, as well as to allow the Purchaser to obtain the Intellectual Property Rights on said

Work Product, and on the modifications or improvements to the specifications. The term "Intellectual Property Rights" refers to all: (a) copyright, trademarks, layout designs and patents; (b) rights related to innovations, know-how, trade secrets and Confidential Information; (c) moral rights, copyright and publicity rights; and (d) other rights related to industrial property, privileged and intellectual rights anywhere in the world, that exist now or in the future, as well as all renewals and extensions of the foregoing, regardless of whether said rights have been registered before the corresponding authorities in such jurisdictions, in accordance with the Applicable Law. The Seller shall not sell, transfer or otherwise provide or encumber any work or product that incorporates any trademark, patentable invention, copyright work, industrial design or other concept that is subject to any Intellectual Property Right of the Purchaser, to third parties other than the Purchaser, except in cases in which the latter has expressly authorised this in writing. Similarly, the Seller accepts and acknowledges that no provision contained in these Terms may be construed as rights or licenses with respect to any Intellectual Property Rights and/or Confidential Information of the Purchaser being granted to the Seller. The obligations of the Seller indicated in this Clause will continue in force even after the termination of the Order.

14. **PRIVACY NOTICE:** The Purchaser informs the Seller that the data obtained through the acceptance of the Order shall be treated in a confidential manner via the systems provided for such purposes and shall be used for the operation provided for in the Order, in compliance with the Applicable Law. The Seller herein declares to be aware of, agree and comply with the Purchaser's privacy notice, available on the page corresponding to the **Dynasol Group** entity issuing this Order, in accordance with Appendix 1 of these Terms.

15. **RISKS AND DAMAGE:** The Seller is liable for all damages that the Products referred to in the Order may suffer until the time in which they are received by the Purchaser to its satisfaction and will be liable up to that time for the damages caused to the Purchaser, as well as for the losses and shortages in the Products. Similarly, the Seller is liable for all damages that may be caused to the Products or the Purchaser's or any third party's staff, including but not limited to, general means of communications and natural resources, derived from failures in quality, quantity, packaging, transportation and/or improper manoeuvres carried out by the Seller in the provision of the Services or delivery of the Products referred to in the Order, for which it is obliged to hold the Purchaser, subsidiaries, affiliates, shareholders, directors, officers and/or employees, harmless against all claims and/or lawsuits of any kind that a third party may come to exercise against it for this concept. Unless otherwise indicated in the Order, the delivery terms for all deliveries made in accordance with this Order shall be "**DDP (Incoterms 2010)**" in

the place indicated by the Purchaser in writing in the Order”.

16. **INSURANCE:** The Seller shall maintain the insurance coverage with the transport companies of the Products in a manner acceptable to the Purchaser. The Seller shall provide the Purchaser with a certificate attesting compliance with these insurance requirements or certified copies of all the insurance policies, within 5 (five) calendar days from the date of the request by the Purchaser. The policy must establish that the Purchaser must be notified by the insurance company at least 30 (thirty) calendar days in advance of any modification to or cancellation of the insurance. The delivery by the Seller of the insurance policies or the purchase of the insurance will not release the Seller from its obligations or responsibilities under these Terms. In the event that the delivery of the Products or the provision of the Services is made in the Purchaser's premises, the Seller must have a civil liability policy with ample coverage, issued by an insurer with recognised solvency that covers the Purchaser for all liabilities for damages, losses or impairments suffered due to the supply of the Products or the provision of the Services by the Seller (on their persons, assets and/or property). The premiums generated as a result of this policy shall be the exclusive responsibility of the Seller. In the event of an accident, the Seller undertakes to cover the corresponding deductible for the insurer. No provision of this Clause shall affect and/or limit the application of any other provision contained in these Terms, in the Order or that the **Dynasol Group** entity issuing the Order publishes on its website.

17. **FORCE MAJEURE:** Unforeseen circumstances or cases of force majeure are understood, including but not limited to, as: occurrences or events beyond the control of the parties, such as strikes, labour disturbances (generalised and not specific to any of the parties' production centres), riots, quarantines, epidemics, wars (whether declared or not), blockades, terrorist acts, civil disturbances, insurrections, fires or explosions (when no cause has been declared or linked to them), storms, earthquakes, floods and any other cause that is beyond the control of the parties, preventing compliance with any of the obligations. In the event that any of the parties is affected by an unforeseen circumstance or a case of force majeure, it will immediately notify the other party in writing, and in any case, within 24 hours after the start of said event, specifying the effects of said event with respect to its compliance with its obligations under these Terms, as well as the estimated duration of said event. Similarly, the party affected by the unforeseen circumstance or a case of force majeure must immediately notify its counterpart at the moment in which

the event ceases. During the period of the event of force majeure affecting the Seller, the Purchaser may purchase Products from third parties and proportionately reduce its obligations in terms of any Order, without the Purchaser incurring any liability. In the event that the breach or event of force majeure affecting the Seller lasts more than 30 (thirty) calendar days, the Purchaser may immediately cancel the Order, without incurring any liability. Events of force majeure shall not constitute any basis for increasing the Price of the Products or Services.

18. **RESCISSION:** In the case of a material breach by any of the parties of its obligations in accordance with these Terms, the affected party shall be entitled to demand forced compliance or the rescission of the obligation, without the need for a judicial declaration in both cases, along with the compensation for the damages caused by said breach. In the event that the breach is due to unforeseeable circumstances or force majeure, the provisions of the previous paragraph of this Clause shall not apply. Material breach by the Seller is understood as, (a) the delivery of Products or provision of Services that do not meet the specifications provided or expressly accepted by the Purchaser; (b) the untimely delivery of the Products or provision of the Services; (c) failure to deliver the Products or to provide the Services to the Purchaser; or (d) the incomplete or partial delivery of the Products or provision of the Services to the Purchaser. On the other hand, material breach by the Purchaser is understood as the failure to pay for the Price of the Products delivered or for the Services actually rendered. The parties may only terminate all or any part of the Order, without incurring any liability and without having to pay any amount, in the case that the other party fails to comply with any of its obligations under these Terms and it does not rectify said breach within 30 (thirty) calendar days following the date of receipt of the notification of non-compliance in writing, in which said non-compliance will be mentioned. In the event of such termination, the Purchaser, notwithstanding any other rights and remedies, may (a) refuse the delivery or provision of Products or Services; (b) recover any advance payment made to the Seller for Products that have not been delivered or have been returned, or for non-rendered Services; and (c) request reimbursement of any amount covered by the Purchaser. The Seller shall continue to comply with all of its obligations while there is a controversy or claim pending resolution in accordance with these Terms.

19. **INSOLVENCY:** The Purchaser may terminate the Order immediately, without the need for a judicial declaration, and without any liability being attributed to the Seller, in the event that any of the following cases, or any other similar to these, occur: (a) the Seller declares its bankruptcy or bankruptcy proceedings; (b) the Seller's insolvency; (c) the Seller is brought to strike, or, when a strike breaks out in said location lasting more

than 5 (five) business days; (d) the Seller is declared in dissolution and/or liquidation; (e) by the appointment of an insolvency administrator, liquidator or auditor on behalf of the Seller; (f) by the transfer by the Seller of its Products for the benefit of its creditors; or (g) by the total or partial sale of the Seller's Products that implies a change of control. The Seller must inform the Purchaser immediately in writing if any of the aforementioned events occurs.

20. **EARLY TERMINATION:** In addition to any of the Purchaser's other rights to terminate the Order, the Purchaser may immediately terminate all or part of the order, at any time and for any reason, by sending a written notice to the Seller at least 5 (five) calendar days in advance. At the time of termination, the Purchaser shall pay the Seller the following amounts, without them being duplicated: (a) the Price corresponding to the Products delivered or Services concluded in accordance with these Terms and that have not been previously paid; and (b) Products in the manufacturing process, based on the understanding that their value must be determined proportionally in relation to the price agreed in the Order, and the Seller must deliver said Products to the Purchaser. The Purchaser shall not make payments with respect to finished Products, Products in the process of manufacturing or raw materials manufactured or obtained by the Seller, in amounts in excess of those authorised in the Order, as well as for Products that have not been delivered, which are part of the Seller's inventory or were easily marketable. Payments made under this Clause shall not exceed the total price to be paid by the Purchaser for the finished Products or Services that would be manufactured or provided by the Seller in terms of the delivery programmes resulting from the Order, in force on the date of termination. Except as provided in this Clause, the Purchaser shall not be responsible and shall not be obliged to make payments to the Seller, directly or through claims made by the Seller's subcontractors, for loss of profit, damages, losses, unabsorbed general expenses, interest on claims, product and engineering development costs, non-amortised depreciation costs, rental costs for premises and equipment, and general and administrative expenses resulting from the termination of the Order. Within 60 (sixty) calendar days following the effective date of termination, the Seller shall submit a comprehensive claim for termination to the Purchaser, with sufficient supporting data to allow a review to be performed by the Purchaser, and hereafter, the Seller shall immediately provide all the additional and supporting information that the Purchaser may request. The Purchaser shall have the right to review, audit, verify and examine all books, records, premises, material works,

inventories and any other elements related to any claim for termination made by the Seller. The parties expressly agree that any claim not presented by the Seller within the aforementioned period shall lapse.

21. **LABOUR DISPUTE NOTICE:** In the case that the Seller is aware of a labour dispute, whether real or possible, that is delaying or could potentially delay the timely fulfilment of the Order, the Seller shall give immediate notice in writing to the Purchaser of said situation, including all relevant information on said controversy, in order for the parties to agree on an adequate supply of Products or a provision of Services in accordance with these Terms, in the event of a strike or work stoppage, and thus avoid as far as possible the strike or work stoppage affecting the Purchaser's operation activities.

22. **COMPLIANCE WITH THE LAW:** The Seller and all the Services provided, and Products delivered by it in accordance with these Terms, shall comply with the Applicable Law as well as any other legislation and regulations applicable in the locations where the Purchaser is marketing (a) the Products and/or Services included in the Order; or, (b) the final products that incorporate the Products object of the Order, whichever is applicable. The Seller must immediately rectify any breach and indemnify and hold the Purchaser and its clients harmless against any type of liability caused by such breach, obliging itself to pay the Purchaser and its customers the damages and losses caused to them due to its breach of the applicable provisions.

23. **CODE OF CONDUCT AND ANTI-CORRUPTION PRACTICES AND SUSTAINABILITY:** The Seller must deliver the Products and provide the Services in accordance with these Terms, with the highest standards of ethics, in compliance with the policies, regulations, manuals and codes of conduct and other standards of the Purchaser, applicable to the Seller. The Seller agrees to comply with the Purchaser's Code of Conduct, which is available on the page corresponding to the **Dynasol Group** entity issuing this Order, in accordance with Appendix 1 of these Terms. Similarly, the Seller undertakes to abstain from participating in corrupt practices, including any type of bribe or undue compensation. At the Dynasol Group, sustainability is top priority when working to meet the demand of our rubber and chemicals. We apply the global concept of Sustainability to each location in which we operate in search of the best solutions to preserve the environment of all our Centers. We are committed to the protection of the planet through a sustainable management of natural resources in order to ensure their availability and quality for future generations through ethical and transparent behavior. We have permanent and transparent channels and mechanisms of dialog with our Stakeholders to identify and understand their expectations

regarding our performance in terms of Sustainability. Our Sustainability Plan was created to respond to these concerns and incorporate environmental, ethical, and social considerations (<https://dynamolgroup.com/category/news>).

24. **DATA SHEET, PRODUCT SAFETY AND ENVIRONMENTAL MANAGEMENT SYSTEM DATA SHEET:**

The Seller shall provide the Purchaser, at the time in which the Products are delivered, with the Product Data Sheets, User Manuals, Technical Manuals of their designs, as well as their Safety Data Sheets (SDS), and all the information or documents that include, but are not limited to, the specifications, properties, compatibility and characteristics of the Products that the Purchaser must be familiar with for the disposal, handling, transportation, storage and proper use thereof. Likewise, the Seller must inform the Purchaser of the characteristics necessary for the moving, entering and transportation of the Products. The Seller must comply with the Applicable Law and which, in accordance with this, corresponds to the labelling of the Products. Similarly, the Seller must deliver, when so requested by the Purchaser, a certificate(s) accrediting that it has an environmental management system for complete quality and/or that it has measures indicating that the Products or Services comply at all times with all applicable provisions regarding health, safety and environmental protection in the location where they are marketed.

25. **IMPORTS AND CUSTOMS:** The credits or benefits that result from or derive from the Order, including commercial credits, export credits or the refund or reimbursement of customs duties, taxes or contributions, shall correspond to the Purchaser. The Seller shall provide all the necessary information (including written documentation and electronic records of operations) to allow the Purchaser to receive such benefits or credits, as well as comply with its customs obligations, labelling requirements or origin trademarks, and with the local content origin requirements. The export permits of the Products, or the necessary authorisations for exporting the Products, shall be the responsibility of the Seller, unless otherwise indicated in the Order; in which case the Seller shall provide all the documentation and information necessary to allow the Purchaser to obtain said permits or authorisations. The Seller undertakes to carry out the necessary procedures in order for the Products to be included and for them to qualify for obtaining any customs duties deferrals under free trade agreements or other preferential tariff treatment of the importing country,

including whenever required by the preferential tariff treatment, a duly signed certificate of origin. The Seller undertakes to keep records verifying that the Products are eligible to receive the preferential treatment indicated above, for a period of 2 (two) years following the date of delivery of any of the Orders. The Seller agrees to provide such records in a timely manner, following written request from the Purchaser. The Seller must comply with all provisions regarding foreign trade in the importing country.

26. **NO EMPLOYMENT RELATIONSHIP:** The parties recognise and accept that they are independent entities and that the only legal relationships between them are those resulting from these Terms. In this sense, no employment relationship with respect to the salespersons, employees, agents or personnel of the other party used to achieve the purposes of these Terms shall be generated. For this reason, each of the parties shall be solely responsible for its own personnel, which it allocates in the development of the Terms, who are under its immediate management and dependence, along with the payment of ordinary and exceptional salaries, employer-worker fees, social security contributions, as well as all obligations deriving from the existing working relationship between said party and its personnel, whether they are individuals or legal entities who use subcontracting. Consequentially, none of the parties shall be responsible for any conflicts that may arise from the aforementioned concepts generated by the personnel of the other party, the parties undertaking to hold each other harmless against any claim that said personnel may make against them, repaying any amount that has been proven to have been incurred for said reason, including lawyer fees and expenses. By virtue of the foregoing, there will be no subordination between the parties, and thereby there will be no employment relationship or connection whatsoever. Each of the parties will be solely responsible in matters with the corresponding authorities and for their personnel, the payment of the benefits and the labour obligations that correspond according to the Applicable Law.

27. **INDEPENDENCE OF THE PARTIES:** These terms shall not, under any reason, be considered as an association, partnership or society between the parties. Therefore, each one shall, at all times, remain independent from each other, as well as their legal statuses, each one assuming the rights and obligations resulting from separate legal acts against third parties. In the same way, these Terms shall not represent a mandate, nor shall they grant powers of representation of one party with respect to the other, and therefore no employee, agent, representative, civil servant, supplier or other person of the parties may appear as agents, representatives, proxies or attorneys-in-fact of the other party.



28. **CUMULATIVE AND ADDITIONAL RIGHTS AND REMEDIES:** The rights and remedies of the parties established in these Terms are cumulative and additional, and do not substitute the rights and remedies granted to them under the Applicable Laws, in the case the parties fail to comply with the obligations that they assume in accordance with these Terms.

29. **LIMITATION OF LIABILITY:** The Purchaser shall not be liable for any indirect, consequential and incidental damages, such as the loss of profits, costs of lost opportunities, loss of sales, among others. In accordance with these Terms, the Purchaser's total liability shall not exceed the Price of the Products or Services that have caused the claim. In the event that the Purchaser incurs indirect damages to its customers, which are attributable to a breach by the Seller, the Purchaser shall be entitled to pass on said damages to the Seller, for which the Seller shall be obliged to indemnify the Purchaser through the means and in the proportion in which the Seller has given cause thereto.

30. **PROHIBITION TO OFFER EMPLOYMENT:** During a period of 1 (one) year from the acceptance of the Order, the Seller may not, either directly or indirectly, without the prior written authorisation of the Purchaser, contract, attempt to contract, recruit or offer employment to any of the Purchaser's employees involved in the Order.

31. **COMPENSATION:** The Seller authorises the Purchaser to withhold, deduct, discount, compensate and apply any amount owed by the Seller or any of its subsidiaries or affiliates, to the Purchaser, as a penalty, damage or loss, or any other amount of money owed by the Seller to the Purchaser in accordance with these Terms. The Seller may in no case retain, deduct, discount, compensate or apply any amount owed by the Purchaser or any of its subsidiaries or affiliates, nor withhold the delivery of the Products.

32. **NON-EXCLUSIVITY:** The Seller's acceptance of the Order does not imply exclusivity between the Purchaser and the Seller in terms of the purchasing of the Products and/or the acquisition of the Services, and so the Purchaser will be free to acquire Products or Services from any third party, such as those that are the object of the Order.

33. **COMPETITIVENESS:** In the event that

another seller or supplier offers the Purchaser a better price for the Products or Services, in conditions similar to those that are the object of the Order, the Purchaser shall inform the Seller of the offer received in writing so that the latter, in a term not exceeding 10 (ten) calendar days, can match or improve said offer. In the event that the Seller does not match or improve the offer proposed by the third party within the aforementioned period, the Purchaser may terminate the Order without incurring any liability, through a simple written notification, which in this case will be effective 30 (thirty) calendar days after it has been received by the Seller, and freely contract the supply of the Products or the provision of the Services object of the Order with said supplier or lender. In this case, the provisions of Clause 20 shall apply.

34. **NOTIFICATIONS:** All notices, requests, requirements, authorisations, consents, notifications and other communications that the parties require to be made in relation to the Order and these Terms must be made in writing and delivered personally, or sent via a courier service, certified mail or electronic mail, with acknowledgement of receipt in all cases, to the respective addresses of the parties indicated in the Order, or, to the addresses indicated for billing purposes, or to any other address expressly indicated by the parties by means of a notice in writing, based on the understanding that, without this notice, all communications and notifications will be validly understood to be sent to the addresses indicated in the Order. The acknowledgement of receipt shall be the substantiating document of the notification, which will take effect 1 (one) business day after it has been sent.

35. **ASSIGNMENT:** The Seller may not assign, encumber or transfer, in whole or in part, the rights and obligations assumed in accordance with these Terms, without the prior written consent of the Purchaser. In the event that the Seller makes an assignment, the successor of said assignment shall be bound to fully comply with all the terms and conditions of these Terms. Likewise, the Purchaser reserves the right to assign, encumber or transfer, in whole or in part, the rights and obligations assumed in accordance with these Terms at any time and without the prior consent of the Seller, to any of its affiliates or subsidiaries, by sending written notice to the latter.

36. **SUBCONTRACTING:** The Seller may not subcontract, in whole or in part, the works related to the Order, without the prior written consent of the Purchaser. This shall not exempt the Seller from complying with all the terms and conditions contained in these Terms. In the event that the Purchaser authorises subcontracting, the Seller shall be directly liable for all subcontracted works in accordance with these Terms, and shall indemnify and hold the Purchaser harmless

from any kind of liability generated by the acts or omissions made by the Seller's subcontractors.

37. **COMPLETE AGREEMENT:** These Terms constitute the complete agreement reached between the parties and replace and render without effect any other agreement, contract, settlement, proposal, pact or any other type of arrangement they may have had before the date of issue of the Order, whether orally or in writing. In the case of contradiction between the provisions established in these Terms and those in any other document, these Terms shall prevail, except when the Terms themselves refer to the Order in certain specific matters. These terms and conditions shall prevail over the terms and conditions of the Seller, which shall not have any legal effect.

38. **INDEPENDENCE OF THE PROVISIONS:** The invalidity, illegality or lack of enforceability of any of the provisions of these Terms, shall in no way affect the validity and enforceability of the other provisions thereof.

39. **MODIFICATIONS AND WAIVERS:** The Purchaser may at any time issue updates and/or modifications to the Order and these Terms or other special terms (e.g. specifications, packaging, quality manuals, insurance conditions, labelling, shipping instructions, safety regulations, environmental codes of conduct, etc.) [the "Special Terms"], by posting on the Purchaser's website, in order to make such updates and/or modifications binding and applicable to the parties as of the date of publication. Any other modification to the Order and these Terms must be formalised in writing, signed by the representatives of both parties. The waiver by any of the parties of any provision of these Terms must also be formalised in writing. The Internet page or link where these Terms, the Special Terms and their modifications are found is detailed in Appendix 1 to these Terms; similarly, in the event that the Purchaser's page or Internet link changes, it will notify the Seller in writing of this change. In any case, it is the obligation of the Seller to periodically review these Terms, the Special Terms and their modifications and/or updates.

40. **TAXES AND CONTRIBUTIONS:** The Seller is responsible for its tax obligations, as well as for all of the taxes and other contributions derived from these Terms, in terms of the Applicable Laws on the matter. It must therefore pay all of the taxes currently determined or determined in the future on the manufacturing, sale, transportation, storage or use of the Products and Services. The Purchaser shall not be considered as jointly liable vis-à-vis the Seller in relation to such fiscal obligations, unless

the Purchaser is obliged to withhold taxes in accordance with the Applicable Laws. The Seller shall invoice the Purchaser separately for the value added tax, sales tax or similar taxes that the Seller must pay or collect from the Purchaser as required according to the Applicable Laws.

41. **HEADINGS:** The headings used at the beginning of the clauses of these Terms shall only be used for the purpose of facilitating their consultation and shall not affect in any way the interpretation thereof.

42. **CONTROVERSIES, APPLICABLE LEGISLATION AND JURISDICTION:** For all matters relating to the interpretation, fulfilment and execution of these Terms, the parties expressly submit to the Applicable Laws and jurisdiction of the competent courts that correspond to the **Dynasol Group** entities issuing the Order, according to those indicated in Appendix 1 of these Terms, hereby waiving any jurisdiction that may correspond to them due to their present or future address, or for any other reason. The parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods. The parties must continue to comply with the obligations that they assume in accordance with these Terms, while any dispute, claim or legal action is pending resolution. The parties shall have a period of 1 (one) year to formally initiate any claim or legal action against the other, arising from any breach of these Terms; otherwise, the right to initiate such claim or legal action shall lapse. [APPENDIX 1 CONTINUED]

**Appendix 1**

**List of companies that make up the  
Dynasol Group**

<b>Country</b>	<b>Companies</b>	<b>Applicable Law</b>	<b>Jurisdiction and Tribunals</b>	<b>Currency</b>	<b>Internet Page or Link</b>
Spain	Dynasol Gestión, S.L.  Dynasol Elastómeros, S.A.U.  General Química, S.A.U.	Española	Madrid, Spain.	Euro	<a href="http://dynasolgroup.com/">http://dynasolgroup.com/</a>
United States of America	Dynasol LLC  INSA LLC	Texas, USA	Houston, Texas, USA	United States Dollars	<a href="http://dynasolgroup.com/">http://dynasolgroup.com/</a>
Mexico	Dynasol Gestión México, S.A.P.I. de C.V.  Dynasol China, S.A. de C.V.  Dynasol Altamira, S.A. de C.V.  Dynasol Elastómeros, S.A. de C.V.  Industrias Negromex, S.A. de C.V.	Mexico City, Mexico.	Mexico City, Mexico.	Pesos, legal tender in Mexico	<a href="http://dynasolgroup.com/">http://dynasolgroup.com/</a>