

## GENERAL CONDITIONS OF PURCHASE

**1. SCOPE OF APPLICATION.** These General Conditions of Purchase and Contracting "GCC" shall apply, to the exclusion of any other stipulation imposed by the Supplier - Subcontractor - subcontractor, to all requests for quotations, orders and agreements for the purchase of goods or services or for the execution of work that it issues or concludes, as well as to the commercial relations arising from their execution.

Unless a specific derogation is expressly stated and accepted in writing in the order, these GTC form an integral part of the order and shall be applicable in preference in the event of contradiction with what is stated by the Supplier - Subcontractor - Subcontractor in any document. Any deviation shall be null and void, unless expressly accepted in writing, and their validity shall be limited to the specific order. The submission of an offer, the acknowledgement of order, or the commencement of performance by the Supplier - Subcontractor - Subcontractor shall in any case be understood as full acceptance and tacit submission to these GTC, with which it is obliged to comply.

**2. ISSUE AND ACCEPTANCE OF ORDERS.** The issuing of offers to DALTON DYNAMICS CHEMITAC ESPAÑA S.L. (hereinafter referred to as DALTON) shall be free of charge. The offers shall include the full and fixed value of the supply, and shall have a minimum validity period of three (3) months. DALTON shall issue its orders in writing, which shall be accepted within seven (7) working days of their issue, by sending a signed copy of the order itself, a confirmation email, an express document of order acceptance, a contract to that effect, or the commencement of performance. The correspondence must include the order number or be addressed to the competent person and/or department. For the purpose of its reception by DALTON, all goods shall be accompanied by a delivery note and shall include the certificates of good conditions of use and perfect functioning in accordance with the technical specifications given. If the Supplier - Subcontractor finds the technical specifications to be incomplete, erroneous or ambiguous, it shall resolve the issue by providing complete and correct specifications before starting the execution of the order.

**3. BID PHASE.** None of the provisions of these GTC, nor the activities, expenses or actions, if any, that the Supplier - Subcontractor must carry out to adapt to such provisions or to prepare or submit a particular Offer, is or can be understood as constituting any type of contractual or pre-contractual relationship between DALTON and the Supplier - Subcontractor, from which any type of liability or obligation may arise for DALTON. Consequently, the Supplier - Subcontractor expressly accepts that no liability may be demanded, and no obligation may be imputed to DALTON by reason of the request, presentation, analysis, complement, assessment or rejection of a given Offer, the obligations and liabilities of DALTON being limited to those that may be established as such in the order, if any.

**4. PRICES.** The prices contained in each order or agreed in the contract are fixed and fixed. The prices are final, non-revisable, and include, in addition to any cost, tax (excluding VAT), tariff or applicable charge, everything that is the object of the contract and any ancillary performance that is not expressly detailed but which must be provided or carried out by the Supplier - Subcontractor for the correct fulfilment of its obligations. The currency is the Euro unless otherwise agreed. In the case of unit prices, the price shall result from the number of units ordered and delivered under the agreed conditions to the satisfaction of DALTON. DALTON may only be charged price increases resulting from additional deliveries of goods or services expressly accepted in writing in advance. Unless otherwise agreed, DALTON shall be entitled to discounts or rebates for prompt payment and volume of purchases.

**5. INVOICING AND PAYMENT.** The price of the good or service shall be paid by certified payment once received or performed in full and to the satisfaction of DALTON. Within the period agreed between the two parties. All payments corresponding to partial deliveries made prior to the complete delivery of the order are considered as advance payments. The invoice must state the order number and delivery note, complying with all the requirements demanded by current regulations.

Non-conforming invoices shall not be accepted or paid and shall be returned without default. All invoices shall be received by DALTON within a maximum of eight (8) days from their issue, those received later shall be delayed to the next corresponding due date. Partial invoices shall be accepted after express written agreement. The maximum period for the Supplier - Subcontractor to submit claims relating to the order is one hundred (100) days from the delivery of the order, provided that the invoices corresponding to the order have already been paid within this period. DALTON may offset its claims against the Supplier - Subcontractor against claims for payment by the Supplier - Subcontractor, even if they are not related. In the event of non-fulfilment of its obligations by the Supplier - Subcontractor, DALTON may defer and/or withhold payments. Payment does not imply final acceptance of the goods or services and DALTON retains all rights to which it may be entitled. If the goods or services do not meet the contractual requirements, the invoice will be paid in compliance with the agreed payment conditions, from the date on which the defects are corrected. When the obligation of the Supplier - Subcontractor includes the delivery of technical data such as drawings, designs, operation and maintenance manuals, etc., and/or performance tests once installed, DALTON may withhold part of the price until compliance is verified. In the event that the delivery of the order is made more than 15 days in advance of its confirmed date, the related invoice shall be paid on the basis of the confirmed delivery date for the calculation of its due date, except where early delivery has been requested in writing.

**6. DELIVERY DATE AND DELAY.** The partial and/or final delivery date stated in each order is essential and binds the Supplier - Subcontractor. Acceptance of the order implies the obligation to comply with the delivery date and place indicated therein. Any modification by the Supplier - Subcontractor shall entitle DALTON to cancel the order, and shall not be applicable unless expressly accepted in writing. The Supplier - Subcontractor shall give written notice when it is unable to meet the agreed deadlines. DALTON reserves the right to reject any goods that have not been delivered within the deadlines indicated. Delivery shall be deemed to have been made when the Supplier - Subcontractor makes available to DALTON, at the place and under the conditions indicated in the order, the entire object of the order, and once it has been verified that the supply complies with the order and is accompanied by all the documents and certificates and documents required in the order. Even in the event that partial deliveries are accepted, delivery shall be deemed to have taken place when the supply has been fully completed and received as agreed and duly validated. DALTON undertakes to carry out the

corresponding validation of the object of the order within a maximum period of 30 days from its receipt by DALTON. Any documentation (invoices, guarantees, manuals, warranties, certificates, etc.) included in the order shall, to all intents and purposes, be considered as the object of the order, and therefore delivery shall not be deemed to have taken place until said documentation has been fully received and validated. When the Supplier - Subcontractor fails to meet a delivery deadline, partial or final, except in cases of force majeure duly communicated and justified, it will be in a situation of delay without notice and penalties may be applied in the amount of 1% of the total amount of the order for each week of delay, up to a maximum of 10% of the total amount of the order, without prejudice to the right of DALTON to terminate the contract and its right to compensation for all additional damages that the delay has caused, such as the cost of purchasing goods or services from third parties to achieve the execution of the order. DALTON is not obliged to accept early or partial deliveries that have not been previously agreed in writing.

**7. TRANSFER OF OWNERSHIP AND RISK.** The goods are transported at the risk and risk of the Supplier - Subcontractor. The transfer of ownership and risk of loss shall take place upon final acceptance of the delivered goods at the agreed place, ready for use and in accordance with the agreement. If an advance payment is made prior to delivery, ownership shall pass when payment is made, provided that the goods have subsequently been found to be in conformity. In the event of rejection after delivery, the rejected goods shall become the definitive property of the Supplier - Subcontractor from the date of notification of non-conformity. In the event of early termination, even if the goods have been delivered, the risk of loss shall remain with the Supplier - Subcontractor.

**8. ELEMENTS PROPERTY OF DALTON.** All elements for the performance of the service, such as designs, plans, instructions, sketches, samples, etc., which are provided to the Supplier - Subcontractor by DALTON, or by a third party on its behalf for the execution of an order or for their incorporation into other elements, as well as those manufactured from them, or manufactured at DALTON's expense for the best execution of an order, are the full and exclusive property of DALTON and may only be used temporarily for the specific purpose for which they have been delivered, and must be returned by the Supplier - Subcontractor at no cost to DALTON. As soon as the order is executed, and, in any case, within 3 working days of DALTON's request, and DALTON may withdraw them directly from the Supplier - Subcontractor upon prior written notice to that effect. The use of these elements by the Supplier - Subcontractor in its own interest or in the interest of third parties, as well as their reproduction or transfer to third parties and/or use by third parties without the express and prior written authorisation of DALTON is strictly prohibited. Failure to comply with this prohibition shall give rise to civil and/or criminal liability on the part of the Supplier - Subcontractor. The Supplier - Subcontractor assumes the risk of loss or damage and is obliged to conserve these elements in a good state of use, as they are delivered to it, and they must therefore be kept, stored and guarded by the Supplier - Subcontractor at its own expense, separately and identified as the property of DALTON. The Supplier - Subcontractor shall be liable for any damage suffered by these elements and for the damages to which the same may give rise, shall highlight the exclusive property of DALTON in its relations with employees, agents and third parties, and under no circumstances shall it have the right to retain them.

**9. PACKAGING AND TRANSPORT.** All goods shall be properly packaged, complying with the specific requirements of each order, in such a way as to ensure their handling, transport and storage in perfect condition and their protection against any damage at any of these stages. The Supplier - Subcontractor shall be liable for damage to the goods resulting directly or indirectly from unsuitable, insufficient or defective packaging. Transport shall be carried out as agreed in each order.

The Supplier - Subcontractor shall take out and pay for transport insurance that sufficiently covers the risk of loss or damage to the object of the supply. The Supplier - Subcontractor shall be responsible for loading, unloading, storage and movement on site. The goods shall be unloaded in such a way that they do not require any help or tools from DALTON.

**10. FORCE MAJEURE.** Neither party shall be held liable for the non-performance of any of its obligations under the Order/Contract to the extent that the performance thereof is delayed or rendered impossible as a result of Force Majeure. When a case of Force Majeure occurs, the Supplier - Subcontractor shall immediately inform DALTON in writing and in detail. If the Force Majeure persists for more than 30 days, DALTON may terminate the contract without the Supplier - Subcontractor being entitled to compensation.

**11. CHANGE ORDERS.** DALTON may at any time request the execution of those changes in terms of design, quantity or quality over what was originally contemplated in the contract that are reasonable and technically possible, and the Supplier - Subcontractor shall be obliged to execute them. When a change order involves a reduction or increase in the price and/or delivery date, the price and/or delivery date shall be adjusted on an equitable basis. Any increase in price or deadline shall only be enforceable when approved in writing by DALTON and the Supplier - Subcontractor shall not execute any change that is not urgent and essential without having received prior written instructions from DALTON to that effect. The Supplier - Subcontractor may not make changes unilaterally. If the Supplier - Subcontractor notices errors or deficiencies in the documentation provided by DALTON, it shall immediately inform DALTON in writing, so that DALTON can take the appropriate measures.

**12. ANTI-CORRUPTION.** If the Subcontract Supplier or any person employed by or acting on behalf of the Subcontract Supplier offers and/or gives, directly or indirectly, any gift or consideration to a member, employee or agent of DALTON as an inducement or reward for behaviour in relation to an order or contract, DALTON shall be entitled to cancel or terminate it without any financial obligation on its part, and the Subcontract Supplier shall pay any additional expenses incurred by the Subcontract Supplier as a result of the early termination. The Supplier - Subcontractor agrees to comply fully with all applicable anti-corruption laws, including those of the jurisdiction in which it is registered and those of the jurisdiction where the order in question is to be performed. Failure by the Supplier - Subcontractor to comply with applicable anti-corruption laws shall be considered a material breach of the agreement, entitling DALTON to terminate the agreement. In such a case, the Supplier - Subcontractor shall waive all claims for payment under the agreement, including payments for supplies or services already performed. DALTON shall not be liable for any claim, loss or damage

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arising out of or associated with the Supplier - Subcontractor's failure to comply with any anti-corruption laws or associated with the termination of the agreement under this clause and the Supplier - Subcontractor shall indemnify DALTON for any such claim, loss or damage.

**13. QUALITY.** The Supplier - Subcontractor shall maintain management systems in accordance with the standards of its type of supply and sector of activity, and ensures that all goods or services comply with the agreed specifications, drawings and samples, fully correspond in quality and quantity with the order and its changes, and are suitable for the intended purpose. The Supplier - Subcontractor undertakes to comply with the quality control conditions implemented by DALTON from time to time. The goods shall be new and of first quality, free from apparent and hidden defects and shall operate efficiently in a satisfactory manner. The services shall be provided in a correct and diligent manner by qualified and trained personnel. The Supplier - Subcontractor shall comply with all applicable legislation in force at the time of delivery, and shall provide all the necessary certificates of manufacture and origin, as well as the instruction manuals in Spanish and all other necessary information on the product. The Supplier - Subcontractor undertakes to supply its products with CE marking with all that this implies, when so required by the European regulations that affect it. The Supplier - Subcontractor undertakes to manage, process, obtain and maintain in force, firmly and definitively and under its entire responsibility, all those licences, permits and authorisations necessary for the fulfilment of the object of the order. The Supplier - Subcontractor shall strictly comply with each and every one of the laws, orders and regulations applicable to the operations of the Supplier - Subcontractor in the execution of the order, and also undertakes to indemnify and hold harmless DALTON and its employees and representatives, against any liability resulting from its non-compliance by action or omission, even when this is demanded from DALTON or its employees. We frequently monitor all suppliers - subcontractors on the basis of the quality of the product - service, delivery times and price, and the company reserves the right to de-approve a supplier - subcontractor according to the results obtained.

**14. INDEPENDENCE OF THE SUPPLIER - SUBCONTRACTOR.** The Supplier - Subcontractor, unless specifically agreed in the order, shall act in the performance of its obligations to DALTON as an independent entrepreneur, and all its agents and employees and those of its subcontractors shall be selected, directed and supervised by it, and shall be under its power of direction. No relationship of the employer/employee, principal/agent, or principal/agent type shall exist between DALTON and the Subcontractor-Supplier, the relationship being exclusively commercial. The Supplier - Subcontractor shall have a real business organisation, with its own personal and material resources, appropriate to the activity contracted by DALTON, which it shall organise and use for the proper performance of the contracted activity, and for which it shall be solely responsible. The Supplier - Subcontractor undertakes to establish an autonomous work organisation so that, in accordance with the legislation in force, no labour dependence with DALTON may occur. The Supplier - Subcontractor shall execute the works and/or provide the contracted services through personnel integrated in its staff, contracted in accordance with current legislation, who have the necessary training, experience and qualifications for the proper execution of the contracted services. The organisation of the work, design of tasks and control of the employees and, in general, any activity related to the management of the contracted services shall correspond exclusively to the Subcontractor-Supplier, which shall designate a person responsible for the organisation and technical management of the personnel that will be responsible for the development of the same, as well as for the relations with DALTON. The Supplier - Subcontractor shall submit all documentation relating to its personnel, to the company and to occupational risk prevention. The Supplier - Subcontractor shall provide its personnel with the tools, utensils, means, safety equipment and, in general, all the material necessary for the execution of the contracted work. The Supplier - Subcontractor shall be obliged to show at any time, at DALTON's request, proof of being up to date in the payment of its payroll, Social Security contributions and tax obligations, as well as accreditation of applying the Health and Safety at Work regulations. The Supplier - Subcontractor shall keep a record of all documents relating to the order, including accounting documents, for a period of at least 5 years from the last payment.

**15. TESTING.** The Supplier - Subcontractor shall test the goods prior to shipment and shall ensure that they comply with the agreed specifications and all obligations undertaken. At DALTON's request, it shall provide true copies of test protocols, test sheets and/or inspection reports, if any.

**16. INSPECTION.** Without prejudice to other contractual rights, DALTON may inspect the goods during their manufacture, testing and storage. The Supplier - Subcontractor authorises DALTON's personnel and its customers, contractors and authorised agents free access to the premises where the goods are located. The Supplier - Subcontractor shall repair any defects found during inspection or testing, and shall include this condition (16) in all subcontracts and/or orders it enters into. DALTON's approval of the tests or trials carried out by the Supplier - Subcontractor does not imply exoneration of any liability on the part of the Supplier - Subcontractor.

**17. REJECTION.** DALTON will reject or revoke the acceptance of goods or services that do not meet the requirements of the order and its changes. In such a case, it may request a new delivery at no additional cost, and in addition, at its option, return or store it at the risk and expense of the Supplier - Subcontractor, requesting in any case the refund of the part of the price paid. If the Supplier - Subcontractor makes a new delivery, it must remove the defective goods at its own expense. Rejection does not justify an increase in the delivery period. The rejection does not prejudice the rights of DALTON contained in these GTC, being a remedy in addition to any other applicable right or action.

**18. NON-DISCRIMINATION.** The Supplier - Subcontractor shall perform its obligations in a non-discriminatory manner that respects the rights of workers. To this end, it shall comply with all applicable legislation in force, in particular legislation on non-discrimination (on grounds of sex, age, race, religion, etc.), holding DALTON harmless from any claim for such concepts or for breach of its contractual obligations with respect to subcontractors, employees, agents or any person with whom it has acquired commitments.

**19. GUARANTEE.** The Supplier - Subcontractor expressly guarantees that the object of the supply is free of defects or faults, complies with all that has been agreed and that is legally required, and is suitable and sufficient for the intended purpose. It also guarantees that the services will be well executed by qualified and trained personnel, respecting the standards and with the dedication and diligence expected by DALTON depending on the circumstances. The Supplier - Subcontractor guarantees the object of the supply for at least thirty-six (36) months from complete delivery or

twenty-four (24) months from commissioning by DALTON or the legally established, whichever is later, against any apparent or hidden defect or defect, whether in design, materials, manufacture, workmanship, packaging, transport, assembly, commissioning (when it is the obligation of the Supplier - Subcontractor) or operation.

Except in the case of improper use or ordinary wear and tear, the guarantee covers, at DALTON's choice, not only the free repair, but also the replacement (goods) or re-performance (services) in the shortest possible time of the defective parts or of the good or service itself. All costs of removal, disassembly, assembly, reassembly, relocation, customs, insurance, transport, travel, stay and maintenance, as well as the risk of damage or loss during the above stages and the repair are borne by the Supplier - Subcontractor. In case of repair, the transport will be made in conditions placed at TYM or customer from the place where the goods are located, and in case of replacement, it will be made at the place of destination indicated by DALTON. After the repair the Supplier - Subcontractor shall correct and/or replace all drawings, plans and manuals. When, once notified, the Supplier - Subcontractor does not comply with its warranty obligations by giving a satisfactory response within two (2) weeks, in the case of repair, DALTON may take it over or entrust it to third parties without loss of warranty for the purchase of goods or services by DALTON in the case of replacement, purchase from third parties the appropriate goods or services, all at the risk and expense of the Supplier - Subcontractor, being able to automatically offset the amount that comes from the outstanding invoice to be paid to the Supplier - Subcontractor. The guarantee of the repaired or replaced elements shall last at least twenty-four (24) months from the date of reinstallation or passing of the tests, if applicable. The warranty period for all equipment shall be suspended until the defect is corrected. DALTON's customers and subsequent purchasers may claim the warranty if it is in force. The rights under this condition (19) are without prejudice to any other contractual or statutory right or remedy available. For the fulfilment of all the provisions of this condition, DALTON may require a bank guarantee in the amount of ten per cent (10%) of the order price, according to a model to be provided to the Supplier - Subcontractor.

**20. CONFIDENTIALITY.** The Supplier - Subcontractor shall maintain the confidentiality of any information, documentation or knowledge that it receives directly or indirectly from DALTON in the course of negotiations or as a result of business relations, whether in written, electronic, visual or verbal form, and which can be identified in good faith as confidential. Such information may not be copied, disclosed to third parties or used directly or indirectly for purposes other than those provided for in the order. In particular, all documents, drawings, calculations, samples and similar items shall be handled as confidential and returned upon request by DALTON. The Supplier - Subcontractor shall limit access to such information and impose confidentiality on its employees, agents, suppliers and subcontractors. This obligation shall continue for 5 years from the termination of the contract. At DALTON's request, the Supplier - Subcontractor shall sign and comply with specific confidentiality agreements, and shall only disclose to DALTON such information as is necessary for the execution of the order. The Supplier - Subcontractor shall be liable for any damages caused by the breach by the Supplier - Subcontractor or by those who depend on it of the obligation to maintain confidentiality.

**21. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.** The Supplier - Subcontractor guarantees that the supply does not infringe the intellectual or industrial property rights of third parties, and undertakes to hold DALTON and its clients harmless with respect to any claim arising from such infringement, releasing them from all liability and defending any conflict at their own expense. DALTON retains exclusive ownership of the intellectual property of the documents provided (designs, plans, samples, projects, reports, calculations, drawings, specifications, diagrams, instructions, etc.) and their content, and the Supplier - Subcontractor may not dispose of them in its favour or hand them over to third parties without express prior written authorisation. Any technology, design, invention and, in general, any information involving industrial property relating to DALTON equipment or developed on the occasion of the order shall be immediately disclosed to DALTON and shall be the property of the latter, and the Supplier - Subcontractor may not dispose of it in its own favour or in favour of third parties, although it may exceptionally be the subject of co-ownership by instalments according to the respective contribution. The Supplier - Subcontractor may not, without prior authorisation, advertise or publish information relating to its business relationship with DALTON or use the DALTON name/logo.

No reference to, description or use for advertising or commercial purposes of any of the goods or services ordered may be made without the prior written permission of DALTON.

**22. LIABILITIES.** The Supplier - Subcontractor shall be liable for all direct and indirect damages, claims and penalties suffered by DALTON and/or its customers for its breaches, for acts or omissions of its employees, suppliers or subcontractors, or for defects in the goods or services, and shall attempt to reduce the damages arising from its defective performance by giving notice of any suspected defects, defending and holding DALTON harmless against any loss, damage, expense or claim by third parties relating to the Supplier - Subcontractor's breach of contract or defects in the goods or services. DALTON may require the reimbursement of the necessary expenses resulting from the breach. The obligation to respond shall not be extinguished by the contract. DALTON may execute the bank guarantees provided by the Supplier - Subcontractor, or offset against the amounts owed to it, to compensate for the amounts that the Supplier - Subcontractor must pay as a result of the provisions of this condition. DALTON shall not be liable for consequential damages.

**23. INSURANCE.** The Supplier - Subcontractor undertakes to take out at its own expense with an insurance company of recognised solvency and to maintain in force during the term of the contract, at least the following insurances: A) Insurance that sufficiently covers its risk of civil liability arising from the execution of the order against DALTON and third parties. and DALTON may require the insurance policy and proof of payment of the premium to be shown; B) All risks, construction and assembly", including post-work civil liability, cross civil liability and property liability, and including the equipment and/or machinery used in the same; C) Transport Insurance (whether by sea, air or land), covering losses, delays and/or damages suffered by the equipment or materials that are the object of the order, while the same are in transit; D) Compulsory Insurance for Accidents at Work and Illness for all its personnel, including temporary and permanent incapacity for work and death, under the conditions established in each case by the legislation in force. The Supplier - Subcontractor shall be responsible for ensuring that its Subcontractors maintain, in turn, these same covers in force in relation to their personnel, and E) Compulsory Insurance for Vehicles for the Transport of Goods or Persons and Voluntary Civil Liability. If so required, the Supplier - Subcontractor shall provide documentary evidence before the start of the execution of the order, and whenever so required by

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DALTON, of the contracting, content and validity of the insurances required in the preceding paragraphs.

**24. LABOUR AND SOCIAL OBLIGATIONS. RISK PREVENTION.** The Supplier - Subcontractor undertakes to comply with the labour provisions in force throughout the duration of the Contract, undertaking, among other things, to have duly contracted personnel who are qualified to carry out the contracted work, to be and remain up to date with the payment of the corresponding salaries and to comply with their Social Security obligations. The Supplier - Subcontractor shall indemnify DALTON from the consequences for the latter that may arise from any action, claim, proceedings brought by a third party for breach of any labour or Social Security obligation, and shall pay the amounts resulting therefrom. In these cases of non-compliance, DALTON may withhold from any amount accruing to the Supplier - Subcontractor an amount equivalent to the total amount of the liabilities that it reasonably considers may derive from the same. The Supplier - Subcontractor shall adopt any measures necessary to comply with the current regulations on occupational risk prevention contained in Law 31/1995 of 8 November, its implementing and/or complementary provisions as well as DALTON's regulations on Occupational Risk Prevention in force at any given time. As a consequence of the above, the Supplier - Subcontractor undertakes to use and establish, under its responsibility among others, the necessary means in terms of risk assessment, planning of preventive activities, training and information on risks, action in case of emergency and regular monitoring of the health status of its workers. The Supplier - Subcontractor is responsible for ensuring the health and safety of the workers, both its own and those of third parties, placed at its disposal through Temporary Employment Agencies, or its Subcontractors. The Supplier - Subcontractor shall provide DALTON with evidence of the above whenever required to do so. The Supplier - Subcontractor undertakes to indemnify DALTON against any claim, legal action and/or sanction that it may have to face as a result of any breach of the regulations in force regarding the prevention of occupational risks by the Supplier - Subcontractor or, where appropriate, by its Subcontractors.

**25. TAX OBLIGATIONS.** The Supplier - Subcontractor declares that it is up to date with its tax obligations, undertaking to comply with the same in the terms legally established throughout the term of the Contract, as well as to accredit this circumstance by means of a certificate issued by the Tax Administration in the 12 months prior to the payment of each invoice, in accordance with the terms of the General Tax Law and any other regulations that develop it.

**26. ENVIRONMENTAL PROTECTION.** The Supplier - Subcontractor declares that it is aware of its legal environmental obligations and shall take the appropriate measures to ensure strict compliance by itself and its employees and subcontractors with environmental legislation, and shall be liable for any damage caused to the environment and/or to DALTON or its customers and for any sanction, penalty or claim that may arise from non-compliance with its obligations in environmental matters.

If necessary due to the type of products and/or services, the supplier - subcontractor shall guarantee compliance with the environmental legislation and regulations specified at the place of manufacture of the product and its destination (RoHS, RAEEs, AEEs, Reach...).

The supplier - subcontractor undertakes to minimise the possible environmental impacts of its activities and the management of all types of hazardous and non-hazardous waste that may be generated by its work.

In addition, if applicable, for products containing chemicals, the supplier must provide a chemical safety data sheet (SDS), notification of SVHC (Substances of Very High Concern) chemicals in the products supplied, registration of the chemicals, compliance with Directives ensuring minimum levels of certain substances such as Pb, Cd, Hg and chromium equivalent, compliance with product identification, packaging and transport regulations, and that the product is accompanied by a product identification and transport document, compliance with the Directives that ensure minimum levels of certain substances such as Pb, Cd, Hg and equivalent chromium, compliance with the regulations on identification, packaging and transport of the product, and that the product is accompanied by the documentation required by the applicable regulations (consignment note, etc.).

In the event that your product has another type of certificate, or is affected by other legislation not indicated in this document, you must inform us and send us the appropriate documents to verify compliance.

**27. ASSIGNMENT AND SUBCONTRACTING.** The Supplier - Subcontractor may not assign or subcontract all or part of the obligations arising from the order without the prior written authorisation of DALTON, which in no case shall relieve it of its obligations, as it shall remain liable together with its assignees and subcontractors, to whom DALTON shall never be liable.

**28. SUSPENSION AND TERMINATION.** DALTON may, by written notice, suspend, reduce performance or delay delivery and payment of an uncompleted order or part thereof. In such a case, the Supplier - Subcontractor shall follow instructions and immediately stop its work and orders for materials, without right to compensation. DALTON shall not accept deliveries subsequent to the communication of the suspension, and shall only pay the price of completed supplies and the cost of work already started up to that time, justified in writing. The Supplier - Subcontractor shall impose this condition (28) on all its subcontractors and suppliers. When the Supplier - Subcontractor does not fulfil its contractual obligations correctly and on time, including these GTC, as well as in cases of lack of technical or financial capacity (due to the Supplier - Subcontractor having been declared bankrupt or due to non-payment of debts to DALTON) and of takeover of the Supplier - Subcontractor by third parties, without prejudice to the other agreed rights and penalties, DALTON may terminate the contract in writing with immediate effect, in whole or in part, without the Supplier - Subcontractor being entitled to compensation, it being sufficient for it to pay the price of the supply correctly carried out to date, with the appropriate deductions in the event of any damages.

**29. GUARANTEES.** When so required and in order to ensure the proper payment of the advance payment (if any), the faithful fulfilment of the order and the fulfilment of the guarantees granted by the Supplier - Subcontractor, the Supplier - Subcontractor shall provide DALTON with bank guarantees, waiving the rights of division, exclusion and order, issued by a banking institution of recognised solvency: A) Advance Payment Guarantee, in the amount of the advance payment, valid until delivery, to be given at the time of acceptance of the order; B) Performance Bond, in the amount of ten percent (10%) of the order price, valid until provisional acceptance, to be given at the time of acceptance of the order; and C) Guarantee Bond, in the amount of ten percent (10%) of the price of the order, valid until the end of the guarantee period, to be granted at the time of provisional acceptance of the order, against return of the previous guarantees.

**30. PROTECTION OF PERSONAL DATA.** In compliance with the provisions of the Organic Law on the Protection of Personal Data and the Royal Decree that develops it, the Supplier - Subcontractor is informed and authorises the incorporation of their personal data to the corresponding file owned by and under the responsibility of DALTON, which is intended for the relationship and management of purchases, administrative, fiscal and communication with suppliers and subcontractors of DALTON. The Supplier - Subcontractor may exercise their rights of access, rectification, cancellation or opposition by means of written communication addressed to DALTON indicating as subject "LOPD" and identifying themselves correctly. If the Supplier - Subcontractor requires access to computer files containing personal data whose owner and manager is DALTON, the Supplier - Subcontractor must do so within the framework established by the Organic Law on the Protection of Personal Data, its implementing or complementary provisions. The Supplier - Subcontractor shall only process the personal data file(s) in accordance with the instructions given by DALTON, within the scope of the order. The Supplier - Subcontractor shall not use the data file(s) for any purpose other than that of fulfilling the order or for purposes other than those established and transmitted in its instructions by DALTON, nor shall it communicate them, even for storage purposes, to third parties. The Supplier - Subcontractor and, where appropriate, the companies it subcontracts, shall adopt the technical and organisational measures that, in accordance with the articles of the Organic Law on Personal Data Protection, guarantee the security of personal data and prevent their alteration, loss, unauthorised processing or access, in accordance with their corresponding level.

**31. APPLICABLE LAW AND JURISDICTION.** These GTC, the order, its execution and any other legal relationship between DALTON and the Supplier - Subcontractor are governed by Spanish Law, excluding its conflict of law rules and the 1980 Vienna Convention on the International Sale of Goods. For the resolution of any dispute relating to the interpretation and/or execution of the order or the obligations of DALTON and/or the Supplier - Subcontractor that cannot be resolved amicably, only the Courts of Soria (Castilla y León) will be competent, with express waiver by the Supplier - Subcontractor of its own jurisdiction, although DALTON reserves the right to bring an action against the Supplier - Subcontractor in the place where the Supplier - Subcontractor is domiciled.

**32. VOID.** The nullity of any of the above GTC shall not extend to the rest, which shall remain in force as if they had been omitted. The declaration of invalidity of one or more of the clauses of an order or contract shall not affect the rest.  
DALTON General Terms and Conditions of Purchase.

Agreda, 07 November 2022

THESE CONDITIONS OF PURCHASE ARE ACCEPTED BY SENDING THE CONFIRMATION OF ACCEPTANCE OF PURCHASE.

THANK YOU VERY MUCH.

**Dalton Dynamics Chemitac España S.L.**

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