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# General terms and conditions of sale – COMINDEX, S.A. | IMPAG IBERIA, S.L.

Version from 10.11.2026

## Definitions and parties

For the purposes of these General Terms and Conditions:

- **"Seller":** COMINDEX, S.A. or IMPAG IBERIA, S.L., depending on the company identified in the relevant offer, order confirmation or invoice.
- **"Customer"**: the legal entity, business or professional acquiring the Products for purposes related to its business or professional activity.
- **"Products":** the goods, materials, substances, specialities, samples or technical documentation that are the subject of an offer or order.
- **"Contract":** the whole formed by the offer, the order confirmation, these General Terms and Conditions and, where applicable, the special conditions expressly accepted.
- **"Business Day":** any day other than a Saturday, Sunday or official public holiday at the Seller's domicile.

## 1. Purpose and scope

1.1 These General Terms and Conditions govern the sales and deliveries of Products made by the Seller to the Customer, as well as future transactions between the same parties, unless expressly agreed otherwise in writing.

1.2 They apply exclusively to transactions between businesses or professionals. If, exceptionally, the Customer has the legal status of a consumer or user, the mandatory consumer protection legislation shall prevail and any provisions incompatible with it shall be ineffective.

1.3 Special conditions contained in an offer or order confirmation and accepted by the Seller shall prevail over these General Terms and Conditions. The Customer's conditions of purchase shall not apply unless expressly accepted in writing by the Seller.

1.4 The nullity or ineffectiveness of a provision shall not affect the remaining provisions, which shall remain valid to the extent permitted by law.

## 2. Pre-contractual information and incorporation

2.1 The Seller shall provide the Customer with these General Terms and Conditions before the conclusion of the Contract or, at the latest, when submitting the offer or confirming the order, by delivery, electronic attachment or link enabling them to be read, stored and reproduced.

2.2 The Customer acknowledges having had a real opportunity to become acquainted with these General Terms and Conditions. Acceptance of the offer, signature of the confirmation, issue of the order with reference to the offer or receipt of the Products without reservation shall constitute acceptance, without prejudice to the mandatory requirements of incorporation and transparency.

2.3 No verbal amendment shall be binding. Any amendment must be made in writing and accepted by authorised representatives of both parties.

## 3. Offers, orders and formation of the contract

3.1 Offers shall be valid for the period stated therein. Unless expressly stated otherwise, catalogues, data sheets, samples, prices and commercial communications are for information purposes only and do not constitute a binding offer.

3.2 The Customer's order must identify at least the product, reference, quantity, place of delivery, requested date and invoicing data. The Contract shall be formed when the Seller issues a written confirmation or commences supply.

3.3 The Seller may reject orders for justified reasons, including, among others, lack of availability, regulatory or compliance restrictions, insufficient credit, overdue debt or technical or logistical impossibility.

3.4 Cancellations or changes requested by the Customer shall require the Seller's written acceptance. The Customer shall bear the reasonable and substantiated costs already incurred, including products manufactured, acquired or reserved specifically for the order.

## 4. Prices, taxes and revision

4.1 Prices shall be those stated in the offer or order confirmation. Unless expressly stated otherwise, they shall be net prices, excluding VAT, taxes, duties, special packaging, transport, insurance and other items that may be passed on.

4.2 Once the order has been confirmed, the price shall be fixed, except in the case of a change requested by the Customer, a delay attributable to the Customer, a legal or tax change, or an objective revision clause expressly provided for in the offer. Where, after confirmation, extraordinary, unforeseeable and substantiated variations occur in the costs of raw materials, energy, currencies, transport, insurance, duties, taxes or regulatory measures that substantially affect the supply, the Seller may propose a reasonable adjustment of the price of the outstanding quantities. The adjustment shall be communicated and justified to the Customer before delivery. If the variation is substantial and no agreement is reached, either party may terminate (resolver) the outstanding part without affecting the performance already rendered.

4.3 Additional expenses arising from incomplete instructions, unjustified rejection, delay in taking receipt or change of the place of delivery shall be borne by the Customer, provided that they are reasonable and substantiated.

## 5. Invoicing and payment

5.1 The means of payment and due date shall be those stated in the offer, order confirmation or invoice. In the case of partial deliveries, the Seller may invoice each shipment separately.

5.2 Payment periods shall comply with Ley 3/2004, de 29 de diciembre [Spanish Late Payment Act], and its amendments. In the absence of agreement, the statutory period shall apply. The agreed period may not exceed the applicable mandatory maximum.

5.3 Delay shall automatically, without the need for a formal demand, give rise to the accrual of the late payment interest applicable under Ley 3/2004, as well as the statutory compensation for recovery costs and, where applicable, the additional substantiated costs provided for in that law.

5.4 The Customer may not set off, deduct or withhold amounts unless its claim is liquid, due, payable and acknowledged by the Seller or established by a final decision, without prejudice to any non-excludable rights that may apply.

5.5 The Seller may set or modify credit limits for future orders. Where there are overdue debts, the credit limit is exceeded or there are objective indications of deteriorating solvency, it may require advance payment, a bank guarantee, credit insurance or other sufficient security and suspend outstanding deliveries until it is provided, without such suspension being considered a breach. The existence of a claim shall not suspend payment of undisputed amounts.

## 6. Delivery, transport and passing of risk

6.1 The delivery period and place shall be those stated in the order confirmation. Delivery periods are estimates unless expressly qualified as of the essence.

6.2 The Seller may make reasonable partial deliveries. Each delivery may be invoiced separately.

6.3 The delivery terms and the allocation of costs and risks shall be determined in the offer or confirmation. Where an Incoterm is agreed, it shall be interpreted in accordance with Incoterms 2020 of the International Chamber of Commerce, unless the order confirmation expressly identifies another version. In the absence of precision, the obligations shall be interpreted in accordance with the applicable commercial legislation and what has been agreed regarding transport.

6.4 Where transport is contracted by the Customer, risk shall pass at the time of making available or of delivery to the carrier, as legally applicable. Where it is contracted by the Seller, the passing of risk shall be governed by the agreed delivery terms.

6.5 The Customer must ensure access, unloading facilities and safe receipt. If delivery cannot take place on the agreed date and at the agreed place for reasons attributable to the Customer, risk shall pass on that date. The Seller may store, preserve, return or reschedule the delivery and pass on the reasonable and substantiated costs of storage, handling, transport and redelivery.

## 7. Periods and delays

7.1 Compliance with the periods presupposes that the Customer has provided in good time all information, authorisations, security and payments required.

7.2 The Seller shall give notice of significant delays as soon as reasonably possible. Unless a period of the essence has been expressly agreed, delay shall not automatically entitle the Customer to terminate; it must grant a reasonable additional period, except where the law permits termination without any further formal demand.

7.3 Liability for delay shall be governed by clause 12 and by the applicable mandatory rules.

## 8. Inspection, receipt and claims

8.1 The Customer shall examine the Products as soon as possible after delivery and verify quantity, identity, packaging and apparent defects.

8.2 Losses, transport damage or apparent discrepancies must be recorded in the carrier's document and notified in writing to the Seller without delay. For claims against the carrier, the statutory time limits and formalities applicable to transport must be observed.

8.3 Without prejudice to the mandatory periods of the Código de Comercio [Spanish Commercial Code] and other applicable legislation, the Customer shall give written notice of apparent defects within the four days following receipt where the goods are received packed, and of internal defects within the thirty days following delivery.

8.4 The claim shall identify the order, batch, invoice, quantity affected, alleged defect and available evidence. The Customer shall keep the Product in suitable conditions and allow its inspection. It may not return Products without written authorisation, save for a non-excludable legal right.

8.5 Signature of the delivery note without reservation evidences receipt but does not exclude claims for hidden defects within the statutory period.

## 9. Specifications, samples and traceability

9.1 The binding specifications shall be those included or referred to in the order confirmation. Technical tolerances, manufacturing variations and non-substantial differences shall be acceptable where they are customary, lawful and do not affect the expressly agreed use.

9.2 Samples, technical data sheets and recommendations reflect the information available on the date of issue and do not replace the suitability tests incumbent on the Customer for its specific formulation, process or application.

9.3 The Customer shall comply with the instructions on storage, handling, safety, expiry, traceability and use contained in labels, safety data sheets and applicable documentation.

## 10. Warranty for lack of conformity

10.1 The Seller warrants that, at the time of delivery, the Products shall substantially conform to the contractual specifications and to the applicable legal obligations.

10.2 Where a lack of conformity attributable to the Seller has been verified and notified in due time, the Seller may, having regard to the nature of the defect and to proportionality, replace the Product, remedy the defect where possible, or refund the amount corresponding to the affected Product.

10.3 The warranty does not cover defects resulting from incorrect storage, handling, mixing, processing or use; failure to follow instructions; contamination not attributable to the Seller; use after the end of the shelf life; or application for a use neither communicated nor accepted.

## 11. Selection, use and obligations of the customer

11.1 The Customer is responsible for selecting the Product and verifying its suitability for the intended use, unless it has communicated a specific purpose in writing and the Seller has expressly accepted it.

11.2 The Customer shall comply with the legislation applicable to the storage, transport, processing, marketing and use of the Products, including the safety, environmental, labelling and traceability obligations incumbent on it.

11.3 Where the Seller so requires due to the nature of the Product or to commercial control obligations, the Customer shall provide a truthful declaration of user, use and final destination, and shall not divert the Products to prohibited uses, persons or territories.

## 12. Liability

12.1 Each party shall be liable for direct damage that is the immediate and proven consequence of its breach of contract, subject to mandatory rules.

12.2 In transactions between businesses and to the fullest extent permitted by law, the Seller shall not be liable for indirect, special or consequential losses, or for loss of profit, loss of production, business, contracts, data or goodwill, save in the case of wilful misconduct, gross negligence or liability that cannot be excluded by law.

12.3 Save in the case of wilful misconduct, gross negligence, personal injury, infringement of third-party intellectual property rights attributable to the Seller or non-excludable liability, the Seller's aggregate liability arising from an order shall not exceed the net price invoiced for the Products that gave rise to the damage.

## 13. Retention of title

13.1 Ownership of the Products shall remain with the Seller until full payment of the amounts owed for their supply, without prejudice to the passing of risk in accordance with clause 6.

13.2 Until payment, the Customer shall keep the Products with due care, identify them as far as reasonably possible and shall not create encumbrances over them. It shall immediately inform the Seller of attachments, insolvency or third-party claims.

13.3 In the event of non-payment, the Seller may demand the return of unprocessed and identifiable Products. The retention of title may extend to Products that have been processed, mixed or incorporated into other goods only to the extent permitted and legally enforceable under Spanish law. Recovery shall not extinguish the debt to the extent not covered by the reasonable value of the Products recovered.

## 14. Intellectual and industrial property and confidentiality

14.1 Rights in trademarks, trade names, formulas, documentation, offers, designs, samples, data sheets, know-how and other materials of the Seller or its suppliers shall remain with their respective owners.

14.2 The sale does not imply any assignment of rights, except for the limited authorisation necessary to lawfully use or resell the Products in accordance with the Contract.

14.3 Information identified as confidential or which should reasonably be considered confidential shall not be disclosed or used for purposes other than the Contract. This obligation shall not apply to information that is public, lawfully obtained from third parties, independently developed or whose disclosure is required by law.

## 15. Regulatory compliance, export and sanctions

15.1 The parties shall comply with applicable legislation, including rules on anti-corruption, competition, prevention of money laundering where applicable, export control, economic sanctions, product safety and the environment.

15.2 The Seller may suspend or refuse supply where there are reasonable indications that the transaction, destination, end user or payment could breach legal obligations or applicable restrictions. The affected party shall cooperate by providing reasonably necessary information and documentation.

15.3 The Customer shall not export, re-export, transfer or use the Products in contravention of applicable prohibitions or authorisations. It shall be responsible for the accuracy of the data, declarations, licences and documents it must provide for customs, export, import or final destination formalities, and shall be liable to the Seller for the costs and claims directly arising from incorrect information or omissions attributable to the Customer.

## 16. Force majeure

16.1 Neither party shall be liable for non-performance due to events that are unforeseeable or, if foreseeable, unavoidable and beyond its reasonable control, including natural disasters, fire, conflict, epidemic, acts of authority, supervening sanctions, general interruptions of energy or transport, external strikes and extraordinary shortages not attributable.

16.2 The affected party shall notify without undue delay the cause, foreseeable effects and mitigation measures. The affected obligations shall be suspended for the duration of the impediment.

16.3 If the impediment is prolonged and substantially frustrates the purpose of the Contract, either party may terminate the outstanding part by written notice, without compensation for the termination, while the performance already rendered shall remain enforceable.

## 17. Suspension and termination

17.1 The Seller may suspend deliveries if the Customer fails to make overdue payments, exceeds the credit limit, does not provide reasonable security or there are objective indications of a significant deterioration in solvency.

17.2 Either party may terminate the Contract in the event of a fundamental breach by the other party if, where remediable, the breach is not remedied within the fifteen calendar days following a written formal demand. Termination may take place immediately if the breach is not remediable or there is a legal ground for termination.

17.3 A declaration of insolvency shall not in itself produce effects other than those permitted by insolvency legislation. Termination or modification clauses shall apply in strict compliance with that legislation.

17.4 Termination shall not affect accrued rights, outstanding payments or clauses included such as confidentiality, intellectual property, liability and governing law.

## 18. Personal data protection

18.1 Each company shall process the data of the Customer's representatives, employees and contacts as an independent controller in order to manage offers, orders, deliveries, invoicing, collections, claims, legal compliance and maintenance of the business relationship.

18.2 The legal bases shall be the performance of the contractual or pre-contractual relationship, compliance with legal obligations and, where applicable, the legitimate interest in managing the professional relationship and preventing fraud. Commercial communications shall be made in accordance with applicable legislation and may be refused at any time.

18.3 The data may be disclosed to authorities, financial institutions, credit insurers, carriers, advisers, technology providers and group companies where necessary and where there is a legal basis. International transfers, if any, shall be made with the safeguards required by the GDPR.

18.4 The data shall be kept for the duration of the relationship and thereafter for the statutory limitation and retention periods. Data subjects may exercise their rights of access, rectification, erasure, objection, restriction and portability before the company acting as Seller, using the contact details indicated in its offer, invoice or privacy policy, and may lodge a complaint with the Agencia Española de Protección de Datos [Spanish Data Protection Agency].

18.5 If one party processes personal data on behalf of the other, both shall, where required, enter into the corresponding data processing agreement.

## 19. Communications

19.1 Contractual communications shall be made in writing to the postal or electronic addresses indicated in the offer, order or invoice. Each party shall notify any change.

19.2 Ordinary communications shall take effect upon receipt. Formal demands for payment, termination or significant claims shall be sent by a means that allows proof of content and receipt.

## 20. Assignment and subcontracting

20.1 The Customer shall not assign the Contract without the Seller's written consent, except for a legally permitted assignment that does not impair the Seller's security.

20.2 The Seller may use carriers, warehouses, manufacturers and other collaborators, while retaining the liability legally incumbent on it. Intra-group assignment or assignment resulting from a business reorganisation shall be possible subject to prior information to the Customer where required and provided that it does not reduce its rights.

## 21. Governing law and jurisdiction

21.1 The Contract shall be governed by Spanish law.

21.2 For any dispute arising from the Contract, the parties submit to the courts of the registered office of the Seller identified in the transaction, unless a mandatory rule determines another forum.

21.3 Before commencing legal proceedings, the parties shall endeavour to negotiate in good faith for a reasonable period, without this preventing them from requesting interim measures or in itself interrupting limitation or forfeiture periods.

## 22. Version, entry into force and language precedence

22.1 These Terms shall enter into force on the date indicated in their publication or communication and shall apply to orders accepted from that date.

22.2. The Seller may update them for future transactions. The version applicable to each order shall be the one communicated before its acceptance or validly incorporated into the Contract.

22.3 If translations are published, the Spanish version shall prevail in the event of discrepancy, unless expressly agreed otherwise.

## Annex I. main regulatory references

- Ley 7/1998, de 13 de abril, sobre condiciones generales de la contratación [Spanish General Contract Terms Act], in particular the requirements of incorporation, interpretation, non-incorporation and nullity.
- Código de Comercio, in particular the rules on commercial contracts, sale, examination of goods and claims.
- Código Civil [Spanish Civil Code], regarding obligations, performance, default, termination, damages and force majeure.
- Ley 3/2004, de 29 de diciembre, de lucha contra la morosidad en las operaciones comerciales, as amended, inter alia, by Ley 15/2010 [Spanish act amending the Late Payment Act].
- Regulation (EU) 2016/679 (GDPR) and Ley Orgánica 3/2018, de protección de datos personales y garantía de los derechos digitales [Spanish Data Protection Act].
- Texto refundido de la Ley Concursal [Spanish Insolvency Act, consolidated text], regarding the effects of insolvency and insolvency proceedings on contracts in force.
- Sector-specific legislation applicable to each Product, including, where applicable, chemical safety, transport, environment, sanctions and export control.