

General Terms and Conditions of Sales

OXIRIS CHEMICALS, S.A.

February 2026

1. SCOPE OF APPLICATION:

These General Terms and Conditions of Sale ("GTC" or "Terms and Conditions") shall govern the contractual relationship between OXIRIS CHEMICALS, S.A. ("OXIRIS") and its customers (the "Customer") (both, the "Parties"), arising from the sale of products (the "Product" or "Products") that OXIRIS makes to the Customer for orders placed by the Customer and accepted by OXIRIS in writing, regardless of the means used by the Customer to place the order. Placing an order by the Customer implies the unconditional acceptance of these GTC, without reservation and to the exclusion of any general or specific terms and conditions of the Customer, even if OXIRIS has not expressly objected to them. These GTC supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral between the Parties. In the event that the Parties sign an additional agreement or contract, these GTC shall prevail in case of discrepancies or inconsistencies.

2. OFFERS, CONTRACT:

Our offers are non-binding. The contract will only be formed upon OXIRIS's written acceptance of the order or when OXIRIS has issued a binding proposal.

3. TITLE AND RISK OF LOSS:

The Products will be delivered to the Customer on the date and in accordance with Incoterm 2020 specified by OXIRIS in the order acceptance. Title to the Product, as well as any risk of loss or damage, passes to the Customer upon delivery. After the transfer of title to the Product to the Customer, the Customer assumes all risks and responsibilities, releasing OXIRIS from any liability for loss or damage to persons, property, or the environment arising out of or in connection with the Product.

4. TAXES AND DUTIES.

All taxes, customs duties, tariffs, fees, charges, and/or any other levies or taxes applicable at any given time with respect to the order or, where applicable, with respect to any advance payments, will be adjusted in accordance with the corresponding applicable Incoterm. Any amount advanced by OXIRIS for these items will be reimbursed by the Customer to OXIRIS within ten (10) days of OXIRIS's written request. Should the Customer reject any Product, the Customer will be responsible for paying any applicable taxes, duties, consular fees, levies, fines, or other charges resulting from the inability to re-export the Product from the country of destination.

5. PRODUCT MANAGEMENT.

The Customer acknowledges the hazards associated with handling, unloading, storing, transporting, using, disposing of, processing, mixing, or reacting (the "Use") the Product supplied under the order and assumes the responsibility to inform its employees, agents, contractors, and customers of any hazards to human health, safety, or the environment related to such Use. Where OXIRIS provides the Customer with a Material Safety Data Sheet ("MSDS") for the Product, the Customer assumes the obligation to inform all users of the Product of the existence and contents of the MSDS, as well as any supplemental MSDS or written warnings received from OXIRIS. Furthermore, if the Customer believes or has reason to believe that the MSDS or other information provided by OXIRIS is inaccurate or in any way insufficient for any purpose, the Customer must immediately notify OXIRIS in writing, which must

supplement or correct the information/documentation as soon as possible. Failure by the Customer to notify OXIRIS of such a situation will be considered a waiver by the Customer of any and all actions for personal, environmental, and property damages that may be attributable to the Use of the Product. To the extent permitted by law, the Customer will indemnify and hold harmless OXIRIS against any claims, damages, or liabilities arising from the Use of the Products or the Customer's breach of these Terms and Conditions, once the Products have been delivered. The obligations set forth in this clause these terms will remain in effect regardless of the termination or expiration of the contractual relationship between OXIRIS and the Customer.

6. SHIPPING.

(a) Unless expressly agreed otherwise by the Parties in writing, OXIRIS may freely select the shipping method and method for the Products. Any delivery dates communicated are merely indicative, and not a guaranty of a particular date of delivery. The specific delivery conditions, including volumes, deadlines, and schedule, will be those indicated in the corresponding order confirmation in accordance with the applicable Incoterm. From the date of delivery of the Products in accordance with the applicable Incoterm, the Customer will assume responsibility for any delays or issues arising from transport, loading, unloading, or storage. OXIRIS shall not be liable for any damages caused by any delay in the delivery of the Products, however caused.

(b) Once the order has been accepted, the Customer may not cancel it without OXIRIS's written consent. OXIRIS reserves the right to invoice additional charges for expedited shipments, short delivery times, or order modifications, and the Customer is obligated to accept these charges. Any order cancellation, if accepted by OXIRIS, will incur a penalty of 40% of the total order amount.

(c) When delivery of the Products takes place at OXIRIS facilities, OXIRIS may require the Customer to adhere to its access control and security protocols or documents beforehand. The Customer agrees that they and/or their carriers will comply with all OXIRIS security protocols when on any of OXIRIS's premises. OXIRIS reserves the right to refuse any transport, container, or storage presented for loading/unloading/transfer or handling that, in OXIRIS's sole judgment, presents an unsafe or potentially unsafe situation.

(d) The Customer warrants that, in the event that they, their contractors, or their agents load, unload, or ship "dangerous goods" [as defined in Chapter 2.1]. [General Provisions of the European Agreement concerning the International Carriage of Dangerous Goods (ADR)] These shall be prepared for shipment, loaded, shipped, and unloaded in accordance with applicable regulations regarding the handling and transport of dangerous goods. To the extent permitted by law, the Customer shall indemnify, defend, and hold harmless OXIRIS from and against all claims, damages, or liabilities of any nature arising out of or related to its breach. If a spill or environmental release of the Product or any hazardous substance, material, or article (as defined in the ADR) occurs after the Product has been loaded at OXIRIS's facilities between OXIRIS and the Customer, the Customer shall make all notifications and reports required by law and/or authorities and provide OXIRIS with a copy of such notifications and reports within two (2) days of their completion. The Customer shall be responsible for and shall immediately clean up all such releases or spills in accordance with applicable law.

7. COMPLIANCE WITH LAW.

(a) The parties agree to comply with all national and international regulations, court orders, judgments, and orders from any governmental authority having jurisdiction ("Legislation") related to compliance with these Terms and Conditions.

(b) The Customer shall be responsible for compliance with all legislation applicable to the Product from the date of delivery, including legislation related to its storage, handling, and use, safety, maintenance, and prevention of contamination.

(c) If any government authorization or license is required for the acquisition, transport, or use of the Product by the Customer, the Customer shall obtain it at its own expense and, if necessary, send a copy to OXIRIS. Otherwise, OXIRIS shall have the right to withhold or delay delivery, but the Customer may not withhold or delay payment of the corresponding price. Any expenses or any charges incurred by OXIRIS resulting from such non-compliance shall be paid by the Customer within ten (10) days of receiving OXIRIS's written request.

(d) Except as permitted by law, the Customer shall not market or deliver the Product, directly or indirectly, to any person, entity, or destination that, at the time of delivery, is declared sanctioned or restricted by the government of Spain, the United States, the European Union, or the United Nations. Within two (2) days of OXIRIS's request, the Customer shall provide OXIRIS with the appropriate documentation to verify the final destination of any Product.

8. UNLOADING AND CONTAINERS.

OXIRIS will use its own equipment for loading (containers, packaging, etc.) the Products to the point of delivery according to the applicable Incoterm. If OXIRIS provides returnable equipment to the Customer, the Customer must return such equipment in accordance with OXIRIS's instructions. Otherwise, the Customer will be responsible for payment of the price of these.

9. WEIGHING.

The quantities and weight of the Product will be verified by OXIRIS's weighing equipment at the point of delivery. No adjustments to quantities or weight will be permitted, except for (i) weighing or quantity errors duly documented and reported within ten (10) days of the delivery date or (ii) any difference exceeding three percent (3%) of the quantities weighed by OXIRIS at the point of delivery.

10. CLAIMS.

The Customer shall, at its own expense, inspect the delivered Product immediately upon delivery. Within ten (10) days of the Customer's receipt of the Product and before any use, disposal, processing, reaction, or other change to the original condition of any part of the Product (except for minimal and reasonable quantities for testing and inspection), the Customer shall notify OXIRIS in writing of any observed or observable defects or deficiencies. Any use of any of the Products (except for reasonable testing and inspection quantities) or the Customer's failure to notify OXIRIS in writing within ten (10) days of the Customer's receipt of the Product shall constitute unconditional acceptance of the Product and a waiver by the Customer of any claim and/or return with respect thereto.

11. PAYMENT/CREDIT TERMS.

(a) The Customer shall pay all invoices, without any deductions or offsets, in euros, by bank transfer to a bank account designated by OXIRIS in accordance with

the payment terms indicated by OXIRIS in the order acceptance.

(b) Total or partial non-payment of any invoice upon its due date shall automatically accrue, without prior notice, late payment interest of 10%, as well as the corresponding compensation for collection costs incurred by OXIRIS due to the Customer's default.

(c) Should OXIRIS decide to provide the Customer with a line of credit, OXIRIS reserves the right to reduce its amount or cancel it at any time without providing any justification. The Customer is obligated, in any case, to provide OXIRIS with its own or consolidated financial statements, as well as any other documentation reflecting information about its financial solvency, upon request from OXIRIS.

(d) If OXIRIS considers that the Customer's creditworthiness or future continuity is impaired or unsatisfactory, OXIRIS reserves the right, at any time and upon simple notification, to (i) suspend deliveries of the Product, (ii) and/or demand prepayment by bank transfer.

(e) OXIRIS reserves the right, at any time, to offset any amount that OXIRIS owes the Customer for any reason.

12. PRICE AND INDEX REVISIONS:

(a) In each quotation or order, OXIRIS will inform the Customer of the current prices (including any applicable index) of its Products. However, to facilitate ordering, OXIRIS may inform the Customer of the prices applicable for a specific period (monthly or quarterly). OXIRIS may revise any price applicable to a specific period in advance, for example, but not limited to, in the event of increased costs of raw materials for the Products, manufacturing, transport, or logistics costs, or any other factor related to or affecting the price. (b) Furthermore, for any component of a Product's price that is based on or revised by a published index, if that index ceases to be published or no longer accurately reflects changes in OXIRIS's actual costs for that component, OXIRIS will propose an alternative method for determining the affected price component. If the parties do not reach an agreement on the appropriate adjustment to the component in question within thirty (30) days of the notification date, the price of the Product sold thereafter will be calculated based on OXIRIS's monthly costs, as determined by OXIRIS for the component covered by said published index.

13. LIMITED WARRANTY.

OXIRIS warrants solely and exclusively, at the time of delivery, that: (i) The Product conforms to OXIRIS's then-current specifications for the specific Product sold; and (ii) OXIRIS will deliver the Product free of encumbrances. The Customer, who has the experience and knowledge in the intended Use of the Product sold and any other product or material made from it, assumes all risk and responsibility for the results obtained from the Use of the Product, whether used individually or in combination with other substances or in any process.

except as stated in this clause, there are no other warranties with respect to the product and OXIRIS disclaims all other warranties, express or implied, statutory or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose, condition, or quality of the product. Any determination of the product's suitability for the customer's intended use is at the customer's own responsibility.

14. LIMITATION OF LIABILITY AND LIMITED REMEDIES.

Under no circumstance shall OXIRIS be liable for any and OXIRIS excludes all liability to the customer for any future, indirect, incidental, consequential, special, or punitive losses or profits, including, without limitation, loss of profits, loss of revenue, or business interruption, regardless of their cause, whether negligence, breach of warranty, liability, or any other cause. Customer's Exclusive Remedies: The Customer may, in the event of any claim arising from the purchase, including, but not limited to, non-delivery or delivery of a non-conforming Product, request, solely and exclusively, that OXIRIS, which, at its sole discretion, choose between: (i) replacement of the non-conforming Product; or (ii) refunding the Customer the portion of the purchase price paid. A Product will only be considered non-conforming if its return is so accepted by OXIRIS in writing or it is duly certified as non-conforming by the Customer, provided that OXIRIS has had the opportunity to verify the affected Products and confirms such non-conformity in writing. In no event shall OXIRIS's liability exceed the price of the Product sold that was the direct cause of the alleged loss, damage, or injury. Therefore, the customer agrees that the replacement of the product or the refund of the purchase price of the non-conforming product, which was the cause of the alleged loss, damage, or injury, is fair and appropriate and shall constitute OXIRIS's sole liability and customer's exclusive remedy and customer waives any other remedy that may be available.

15. BREACH.

Default shall mean the Customer's: (i) failure to provide an advance payment or Payment Guarantee when required under these Terms and Conditions; (ii) delay in payment of any amount that, under these General Terms and Conditions, should be paid by the Customer to OXIRIS, for a period of two (2) days to counting from the due date; (iii) breach of any other material obligation, provided that such breach is not remedied within ten (10) days after written notice thereof; (iv) bankruptcy, or the occurrence of any other "Bankruptcy Event" of Customer, such as an assignment for the benefit of creditors, Customer's voluntary liquidation, or insolvency. In any of the above Default Events OXIRIS, at its sole discretion and without prior notice to Customer, may take one or more of the following actions: (a) suspend the business relationship between the Customer and OXIRIS; (b) terminate the contract between the Customer and OXIRIS whereby each and every one of the Customer's obligations, including any payments due, shall become immediately due and payable. Nothing herein shall affect the obligation of Customer to pay OXIRIS for Products already delivered. If OXIRIS chooses to suspend performance as provided in paragraph (a) above and, consequently, withholds delivery of the Product, it is expressly entitled to sell the Product to a third party, deducting the purchase price and all reasonable costs resulting from the Customer's breach, including, where applicable, but not limited to, all costs associated with transportation (including delays and charges related to the agreed mode of transport), storage, and sale of the Product. The foregoing rights are cumulative and alternative and are in addition to any other rights or remedies to which OXIRIS may be entitled under applicable law. Furthermore, the OXIRIS shall also be entitled to claim from the Customer all legal costs, attorneys' fees, and expenses incurred by the OXIRIS in connection with the Customer's Breach, including interest on overdue amounts at the interest rate specified in clause 10(b).

16. PRODUCTS MANUFACTURED ACCORDING TO CUSTOMER SPECIFICATIONS.

In the event of suspension or termination, for any reason, of the business relationship with a Customer to whom OXIRIS has supplied Products manufactured specifically for said Customer, according to the technical specifications provided for this purpose by the Customer, the Customer shall be obligated to purchase and pay for all Products that, up to the date of said suspension or termination, had been completed, as well as all Products that, on that date, were in the manufacturing process, and all costs incurred. If the Customer, for any reason, cannot accept delivery of said Products, the Customer shall make payment as if delivery had been made, and OXIRIS shall store said Products at the Customer's expense and risk.

17. JUSTIFIED ACTION.

(a) Force majeure. OXIRIS will not be liable for failure or delay in the performance of its obligations to the Customer, if it is motivated by any reasons of fortuitous event, force majeure or any other event that reasonably escapes its control and that affects OXIRIS or its suppliers or carriers, including cases of strike, other labor or industrial contingencies, lack or impossibility of obtaining raw materials, government restrictions, pandemics, etc. If the cause continues for more than three (3) months, OXIRIS or the Customer may cancel pending Product orders, without any compensation or indemnity being payable to the Customer. (b) Commercial Impracticability and Adverse Impact of Legislation: (i) OXIRIS may suspend and/or terminate business relations with the Customer, in whole or in part, without liability to either party, if for any reason OXIRIS has to close its premises or its production facility, or any portion of it, where it manufactures the Product (or the raw material for the Product) or if a change in circumstances (whether foreseeable or unforeseeable) causes OXIRIS to incur a loss on the basis of the total cost at any time in the sale of the Product from the premises or the manufacturing facility; (ii) All terms and conditions herein are subject to applicable legislation, including the orders, rules and regulations of all governmental authorities; (iii) OXIRIS may suspend and/or terminate business relations with the Customer, in whole or in part, without liability to either party, if, at any time after the effective date, the legislation is amended in a way that has an adverse economic impact on OXIRIS, such as for the installation of pollution control equipment, or alters in any way any of its facilities. Nothing in this section shall affect Customer's payment obligations to OXIRIS. (c) Shortage: If, for any reason, a Product shortage occurs, including but not limited to the raw materials or components necessary to produce the Product, OXIRIS reserves the right to: (i) obtain similar products or raw materials from other sources and deliver such products to its Customers, passing on the additional costs incurred in alternative purchases; (ii) limit the sale of Products, regardless of whether there is an accepted order, supply agreement, or volume, to all its Customers in a fair and reasonable manner and quantity. OXIRIS may make partial deliveries without liability to the Customer for non-delivery or partial-delivery.

18. CONFIDENTIALITY.

The Customer agrees to treat all information, whether oral or written, provided by OXIRIS as confidential. The Customer agrees to (i) keep confidential information strictly confidential and not disclose it to third parties, (ii) use confidential information only as necessary for the performance of its obligations under these Terms and Conditions, and (iii) limit the disclosure of confidential

information to its employees as necessary for the performance of its obligations under these Terms and Conditions. Upon OXIRIS's request or upon termination of its business relationship with OXIRIS, the Customer shall promptly return all previously supplied documents, destroy all copies made, and send written confirmation to OXIRIS certifying their destruction.

19. SUCCESSOR AND ASSIGNEE.

These Terms and Conditions bind the Customer and OXIRIS, as well as, where applicable, their respective successors. The Customer may not assign or delegate any obligation under these Terms and Conditions without the prior written consent of OXIRIS. Any assignment made without the authorization of OXIRIS shall be considered null and void and shall entitle OXIRIS to terminate the contractual relationship. OXIRIS may assign, in whole or in part, its obligations or rights under these Terms and Conditions to third parties upon simple notification to the assignee.

20. LEGAL SCOPE.

The contractual relationship between OXIRIS and the Customer, which is the subject of these Terms and Conditions, shall be governed exclusively by Spanish law, to the exclusion of any other law, and in particular, the Vienna Convention on Contracts for the International Sale of Goods of 1980. Furthermore, for the resolution of all disputes and/or controversies, OXIRIS and the Customer submit, expressly waiving any other jurisdiction that may apply, to the exclusive jurisdiction of the Courts of the city of Barcelona.

21. AUTHORIZED REPRESENTATIVES.

Orders accepted by a sales representative are not binding on OXIRIS until they are confirmed in writing by an authorized OXIRIS employee or until a proposal signed by a person with sufficient authority is issued. All technical advice, services, and recommendations from OXIRIS are intended for use by individuals with the necessary skills and knowledge, and are accepted by the Customer at their own risk. OXIRIS assumes no responsibility for the results obtained or damages caused by their use.

22. NOTIFICATIONS.

All notices or other communications that may or may be given in accordance with these Terms and Conditions shall be in writing and must be sent by email. Notwithstanding the foregoing, any notice of breach, suspension, or termination of the contractual relationship must be given by registered mail with acknowledgment of receipt (burofax).

23. GENERAL PROVISIONS.

These Terms and Conditions supersede any prior terms and conditions. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions. No change to these Terms and Conditions is binding upon OXIRIS unless it is in writing, specifically states its intent to amend these Terms and Conditions is signed by OXIRIS's authorized representative.