

## GENERAL PURCHASING CONDITIONS

### 1. SCOPE OF APPLICATION

**1.1.** These General Purchasing Conditions along with the respective Purchase Order apply to all Contracts for the Supply and Purchase of Goods and Services and any commercial transactions (including future ones) made by any company of the RNM Group ("RNM") and the Supplier/Manufacturer ("Supplier"). These conditions shall apply in the respective version in force at the time of the contract, even if their application has not been expressly re-agreed, and may only be derogated by an explicit written agreement of the parties.

"Grupo RNM" means any company of the RNM Group, namely RNM – Produtos Químicos, S.A., RNM – Transportes Químicos, S.A., Tuebingen Chemical Company, S.A., Flexaco – Concentrados e Aditivos Plásticos, S.A., Blue Chem – Indústria e Comércio, S.A., Inchemica – Indústria Química de Especialidades, S.A., RNM - Produtos Químicos, Lda. Establecimiento Permanente, Urteaga Química, SLU, Blue Chem Ibérica, S.A., SAS Blue Chem France and Indulutex Chemicals, S.A.

**1.2.** RNM is not bound by the Supplier's General Purchasing Conditions and/or any terms or provisions that may be included in any correspondence or document from the Supplier, which may conflict with or deviate from these terms and General Purchasing Conditions, which communication will not be considered as an acceptance of them unless RNM expressly accepts them in written form.

**1.3.** These General Purchasing Conditions have been communicated to the Supplier along with the Purchase Order for the Goods or Services to be purchased, and it is considered that the Supplier accepts to be bound by them, in the precise terms described above, when submitting his Proposal and/or Service or, in their absence, if he delivers the goods and/or starts the execution of the service contained in the Purchase Order.

### 2. PROPOSALS AND QUOTES

**2.1.** The Proposals and Quotes are not

remunerated and will not create any obligation on the part of RNM.

**2.2.** In the Proposal, the Supplier will expressly indicate the possible discrepancies that exist between its Proposal and the Request for Quotation of RNM. If the Supplier has an alternative solution that is better from a technological or economic point of view, it must be presented to RNM.

**2.3.** Cost estimates will only be paid upon a prior written agreement.

**2.4.** RNM reserves all property rights and other industrial property rights over illustrations, calculations, and other commercial and technical documents. The Supplier may not provide such documents to third parties without the prior and express written consent of RNM, which must be used exclusively for the execution of the Purchase Order and returned to RNM after the completion of the said Order without prior request.

### 3. TYPE OF CONTRACT, DOCUMENTS, THE ORIGIN OF THE GOODS

**3.1.** Requests, cancellations, and conclusions of contracts, as well as any amendments or additions thereto must be made in written form.

**3.2.** The cancellation request by RNM will be binding if the Supplier does not oppose it within 3 (three) working days from its receipt. Business days are considered all days from Monday to Friday, except for holidays in the location of RNM's head office.

**3.3.** The ownership of drawings, drafts, calculations, recipes, and other documents made by the Supplier following the RNM's specifications is transmitted to RNM - unless there is an explicit written agreement to the contrary - at no additional cost. RNM becomes the holder of the exclusive right to use without limitation of time, space, or content, including the right to transfer and sublicense.

**3.4.** Upon RNM's request, the Supplier shall be obliged to provide, promptly and free of charge, the necessary documents and declarations for any export of goods to countries within and/or outside

Europe, including but not limited to declarations of origin, certificates, and classifications under export control law.

**3.5.** It is the Supplier's responsibility to provide all updated documentation when relevant and before the delivery of the goods or before providing the service to RNM.

**3.6.** If RNM is responsible for preparing documentation so that the Supplier can carry out the Purchase Order, it is the Supplier's responsibility to request such documentation promptly.

**3.7.** The goods shall comply with the regulations on the preferential origin of goods by bilateral or multilateral agreements on the origin of goods or the unilateral regulations on the origin of goods following the General System of Preferences (GSP), provided that the delivery takes place within the framework of preferential trade.

#### 4. DELIVERY DATE AND PARTIAL DELIVERY OF GOODS

**4.1.** The Supplier is obliged to comply with the Purchase Order in strict compliance with the specifications indicated therein, namely the delivery date at the place of delivery and within normal working hours. The compliance assumes the delivery of goods to RNM following the previously agreed specifications and without defects, together with the respective shipping documents. If a formal acceptance procedure results from the law or the contract, both parties must respect the deadlines specified for acceptance. Early and/or partial delivery requires the prior written consent of RNM.

**4.2.** The delivery of goods is subject to the legal regime of the Contract for the National Carriage of Goods by Road provided for in Decree-Law nr. 57/2021 of July 13.

**4.3.** The vehicles will be unloaded on a first-come, first-served basis or according to the schedule established by RNM. In this case, an unloading reference will be sent in advance to the Supplier. The estimated unloading time is 3 hours starting from the time of the registration of entry to the facilities or from the commencement of the schedule established by RNM, where applicable.

**4.4.** Whenever the Supplier is aware that he will not be able to comply with his contractual obligations, totally or partially, or that he will not be

able to do so within the stipulated deadlines, he must immediately communicate this fact, in writing to RNM, indicating the reasons for the delay and the deadline foreseen for the delivery, which will be subject to the prior acceptance of these conditions. Under no circumstances, the acceptance of partial or late delivery by RNM shall imply a waiver of any of its rights concerning partial or late delivery.

**4.5.** In case of delay in delivery or non-compliance with the agreed quantity, RNM will have the right to claim compensation amounting to 1% of the amount stated in the Purchase Order regarding the respective delivery per each full day of delay, without prejudice to the right to claim other damages resulting from this delay.

**4.6.** In the case of a delay in delivery, the Supplier shall be obliged to dispatch the goods by the fastest possible method of transport, bearing any additional associated costs.

**4.7.** At the request of RNM, the Supplier must inform, at the first request, all the insurances it has taken out concerning the deliveries to be made.

#### 5. SUSTAINABILITY

**5.1.** RNM acts following the principles of sustainable development and complies with internationally recognized fundamental standards relating to health and safety at work, environmental protection, labor, and human rights, as well as the principles for responsible business management (RNM Purchasing Policy). RNM describes its vision in the Purchasing Policy (<http://www.grupornm.pt>). RNM calls on the Supplier to ensure compliance with the RNM Purchasing Policy by any of its subcontractors. RNM, by itself or through authorized third parties, reserves the right to directly verify the compliance of the Purchasing Policy by the Supplier.

**5.2.** The packages, whenever possible, should be reusable or made of recycled material to minimize environmental impact.

#### 6. QUALITY

**6.1.** The Supplier shall implement and maintain effective quality assurance processes and, if required, demonstrate their existence and application to RNM. The Supplier shall comply with the quality management system stipulated in ISO

9000 standards or a similar system of equivalent standards and maintain it throughout the contractual relationship. RNM shall have the right to inspect this quality assurance system directly or through a third party authorized by it.

**6.2.** The Supplier will notify RNM in written form as soon as he becomes aware and at least 6 (six) months in advance of any changes in the production processes, in the place of production, and/or in the raw materials and additives used. At the request of RNM, the Supplier will provide RNM with all the information it requires.

**6.3.** Any changes in the goods to be delivered require the written consent of RNM.

## 7. PROOF AND INSPECTION IN THE SCOPE OF CONTRACT PERFORMANCE

**7.1.** RNM has the right to carry out inspections at any time during the performance of the contract by the Supplier, having the right to inspect the quality assurance system directly or through an authorized third party. For this specific purpose, RNM is authorized to enter and visit the Supplier's facilities and the centers related to the performance of the contract during the Supplier's normal working hours after prior notification to the Supplier. The Supplier and RNM shall bear the costs incurred by each of them in carrying out the said inspections. According to the provisions of the applicable Data Protection laws, RNM collects personal data within the scope of the commercial relationship, complying with the applicable legal obligations and the principles and rules of processing.

**7.2.** The inspections are not a waiver of any of RNM's contractual or legal rights.

## 8. USE OF SUBCONTRACTORS

**8.1.** The Supplier may only subcontract third parties with the prior written consent of RNM, giving it the right to terminate the contract and claim damages. If the Supplier intends to use subcontractors for the performance of the contract from the beginning, the Supplier must inform RNM of this fact when submitting its proposal. The commercial contracts and the current General Sales Conditions are governed by Portuguese law.

## 9. DELIVERY, DOCUMENTATION, PACKAGING, RISK TRANSFER AND OWNERSHIP TRANSFER

**9.1.** The delivery of the goods will be made according to Incoterm conditions (Incoterms 2020) at the destination indicated in the Purchase Order, including at all times packaging and insurance. If in individual cases different delivery terms are agreed upon, these shall be interpreted following the valid version of Incoterms 2020 at the date of the conclusion of the contract and under the Purchase Order. The transfer of ownership and title to RNM will take place in accordance with the legal provisions.

**9.2.** Unless otherwise agreed, **the delivery shall be accompanied by the Weighting slip (if applicable), the Delivery Note with reference to the number of the Purchase Order; the Analysis or Conformity Certificate issued by the Manufacturer's or Supplier's laboratory for each of the batches supplied and the respective quantities; the Packing List with the indication of the quantity per batch for each delivery; FCL/Truck/Tanker; the Tank Washing Certificate (if applicable); the Cargo Inspection Report (quality and quantity) (if applicable) and other documents previously agreed and requested by RNM.**

**9.3.** For deliveries from third countries (imports), RNM will be considered the importer, and the Supplier shall assist it with all documents and information necessary to complete and submit the appropriate import declaration to the customs authorities as required by the customs legislation of the importing country.

**9.4.** The free time, return, and storage of FCLs required at the Port of Destination (POD) is a minimum of fourteen (14) days.

**9.5.** If the goods are delivered by sea container, the Supplier shall ensure that the container is clean and in good condition to be returned to the shipping company. The Supplier is responsible for the costs of cleaning sea containers.

**9.6.** The Supplier shall ensure that the goods are properly packed and protected to prevent damage to the goods during transport. The Supplier shall be liable for damages resulting from incorrect packing and containerization.

**9.7.** The Supplier will pack, label, and ship products (hazardous and non-hazardous) following applicable national and international laws and

regulations. The products must be packed in IBC with plastic pallets. The Supplier is not allowed to pack products in IBCs with wooden pallets.

**9.8.** The Supplier shall bear the risk of loss or damage, until the actual delivery of the goods under the contract, together with the documents mentioned under 9.2, to the place of delivery.

**9.9.** If a formal acceptance is laid down by law or by contract, the period for acceptance shall be fixed by both parties at the written request of the Supplier. The result of the approval inspection shall be recorded in an approval certificate. The risk of loss shall only be transferred from the Supplier to RNM when the latter confirms due acceptance on the approval certificate. The approval may not take place in any other form, in particular not through inspections, expert reports, certificates, or work records. Payment of invoices is not indicative of acceptance.

**9.10. In general cargo deliveries:**

**At the Landim warehouse:**

- **The truck carrying the goods must allow forklift access from the rear** and must be prepared to lean against a 1.2-meter-high dock with a gap of +/- 0.20 meters.

- **The pallets must meet the following requirements: Max pallet size: 1200 x 1300 mm; Cargo size: Max: 1300 x 1400 mm, Max height (includes pallet and product height): 1940 mm; Pallet gross weight: Max 1500kg (includes pallet and product weight).** Cargo: Properly wrapped or strapped; in the case of big bags the cargo must be centered and arrive at our facility in the same way.

- **Pallets must be handled lengthways and widthways, that is, the forklift forks must handle the pallet from all sides;**

**In all delivery locations:**

- Pallets must be resistant to avoid damaging the goods during transportation and handling;

- The platform of the pallets must not allow the creation of bumps on the bags. Otherwise, the Supplier must place a wooden or cardboard plank at the base and top of the pallet.

- Other palletization requirements may be agreed upon as long as they are previously accepted and approved by RNM.

**10. DELIVERY AND COMMISSIONING CONDITIONS, COMPLAINTS, RIGHTS IN CASE OF DEFECTS**

**10.1.** The Supplier shall be responsible for delivering the goods without defects and in compliance, in particular, with the agreed specifications for the goods, in addition to ensuring the existence of the guaranteed characteristics. Furthermore, the Supplier guarantees that the goods comply with the European technical standards in force and, if applicable, the recognition standards regarding factory safety, health, and occupational hygiene, that they are delivered by qualified staff, and that they are in line with the applicable legal regulations. If the delivery items are machines, equipment, or machinery, they must comply with the applicable particular safety requirements in force at the time of the conclusion of the contract and must bear the CE marking.

**10.2.** The Supplier guarantees that the delivered goods comply with the weight stated in the Purchase Order, being responsible for differences of more than 100 kg between the Supplier's and the RNM's scale.

**10.3.** RNM shall report any defect it detects within fourteen (14) working days after its detection. The date of the dispatch of the notification to the Supplier shall determine the validity of the notification sent, hereby waiving the right to claim against a late notification of defects. The Supplier is obliged to deal with the claim within five (5) working days after its receipt.

**10.4.** In the event of defects, RNM has the right to request the repair of these under the applicable law. The type of repair shall be at the discretion of RNM. To repair the defects, the goods shall be made available to the Supplier, either at the place of delivery or at the place where the goods are located at the time of identification of the defects, according to RNM's preference. The Supplier shall bear the expenses of solving all cases following the instructions and requirements of RNM. If a solution is not presented within a reasonable period, or the solution is not effective, or it is not necessary to fix a time limit for the solution, under applicable law, RNM may claim other rights provided for in the event of defects.

**10.5.** If the Supplier fails to comply with the obligation to repair the defects as indicated above and unjustifiably refuses to provide a solution, RNM shall have the right to repair the defects itself, at the Supplier's expense and under its responsibility, or to use third parties to carry out

this work. In these cases, RNM will be entitled to claim compensation from the Supplier for the undertaken actions. The legal provisions shall apply in all other cases. Any RNM's additional rights regarding the Supplier's liability for defects or under any warranty shall remain intact.

**10.6.** The complaints under warranty expire twenty-four (24) months after the transfer of risk unless otherwise provided by Law stipulating a longer expiration period or a longer warranty period is granted by the supplier. It will not be considered that RNM waives any of its rights to make claims under the warranty unless it expressly waives them in writing.

**10.7.** In case of disagreement between the Parties as to the existence and/or responsibility of the defect, an independent inspector shall be appointed by agreement between the Parties to carry out a verification of the detected defects. The cost of the appointment shall be borne by both Parties.

**10.8.** If the aforementioned inspection results in the detection of defects and the consequent rejection of the goods, the Supplier shall be obliged to bear all costs resulting from the complaint procedure, namely: appointment of the inspection, disposal of the goods out of specification and/or replacement by goods within the specification, within ten (10) working days from receipt of the results of the inspection. Likewise, the Supplier shall be obliged to bear all transport and customs costs related to the delivery of goods out of specification within ten (10) working days from the moment of receipt of the results of the inspection.

## 11. DELIVERIES/ SERVICES AT RNM FACILITIES

**11.1.** RNM's safety policies and guidelines for external enterprises and the respective site regulations in their normative versions apply to the Supplier and subcontracted agents in all deliveries and/or services at RNM's facilities.

## 12. INTELLECTUAL PROPERTY RIGHTS

**12.1.** It is the Supplier's responsibility to ensure that the delivery of the goods, as well as their use under the terms of the contract, does not infringe any legislation on patents, trademarks, copyrights, or any other third party's intellectual property rights.

Without prejudice to legal claims, the Supplier will compensate RNM for any claims by third parties that hold RNM liable for the infringement of the aforementioned property rights. The Supplier will bear the costs of licenses, expenses, and fees that RNM must pay to prevent and/or rectify infringements of property rights.

## 13. PENALTY PROVIDED FOR IN THE CONTRACT

**13.1.** If a penalty has been mutually agreed upon in the contract, RNM will be entitled to claim it until the final payment is made.

### 13.2. Penalties associated with defects and/or non-conformities:

- Broken Pallets: 8 Eur/pallet;
- Incorrect pallet size: 20 EUR/pallet;
- Exceeding gross weight of pallets: 28 Eur/pallet;
- Load exceeding pallet area: 30 Eur/pallet;
- Off-centered cargo due to poor wrapping and/or strapping: 30 Eur/pallet;
- Vehicles with a fixed rear awning: 80 Eur;
- More than 2 batches supplied in the same delivery: 100 Eur;
- More than 1 batch supplied on the same pallet: 100 Eur/ pallet;
- Cleaning of Sea Container: 150 Eur;
- Manpower: 30 Eur/hour per man;
- Documentation:
- Lack of certificate of analysis or declaration of compliance: 30 Eur/ certificate;
- Missing batch number and/or quantity: 50 Eur/lacking batch;
- Administrative costs: 100 Eur.

## 14. INSURANCE

**14.1.** It is the Supplier's responsibility to maintain adequate insurance cover for the risks arising from the contractual relationship, in particular any product liability claims, during the contractual cooperation and limitation periods and to provide proof of such insurance cover if requested. The contractual and legal liability of the Supplier remains unchanged over time and for the amount of the insurance cover.

**14.2.** The Supplier must issue Marine Cargo Insurance, if applicable, covering any types of risks associated with the Goods, always using Clause A (ICC), for 110% of the value of the Goods.

**14.3.** If there is the need to claim under the

respective policy, the insurance company contracted by the Supplier must respond and finalize the process within 3 months from the date of the claim. After this period RNM reserves the right to charge the Supplier for the respective losses associated with the insurance which he shall be liable for.

## 15. PRICE, BILLING, AND PAYMENT

**15.1.** The prices mentioned in the Purchase Order are fixed and are net amounts, which shall be increased by VAT, if applicable, which amount shall be indicated separately on the invoice. The invoices to be issued shall comply with the invoicing requirements established by the national legislation applicable to the invoiced goods. In cases where there is self-billing (liquidation of receipts assessed), the Supplier shall previously send to RNM all necessary data on value-added tax under the applicable legislation.

**15.2.** The supplier must include on the invoice the full number of the Purchase Order of RNM and, where applicable, the number of the Supplier's consignment note. The certificates of work performed and reports of any other nature shall be sent with the invoice. Invoices must match the information on the Purchase Order regarding the described goods or services, the price, and the quantities. Invoices shall be sent to the RNM Group company at the following address: Avenida das Searas, n.º 132, 4770-329 Landim, Vila Nova de Famalicão, Portugal.

**15.3.** Payment is made by RNM according to the contractual conditions mentioned in the Purchase Order.

**15.4.** Each party shall bear the banking charges related to the banking institution contracted by itself.

**15.5.** The payment made by RNM does not mean the acceptance of the conditions or the prices, and therefore does not determine the waiver by RNM of its rights concerning the delivery or provision of the services if they differ from those agreed upon, RNM's rights to inspection and the right to identify any error in an invoice for any other reasons.

## 16. ASSIGNMENT OF CONTRACT, TRANSFER, CHANGE OF COMPANY NAME, COMPENSATIONS, AND RETENTIONS

**16.1.** The Supplier may only assign to third parties the rights and responsibilities stipulated in this contract with the prior written consent of RNM.

**16.2.** The Supplier must notify RNM immediately and in writing of the assignment of the contract arising from the law, as well as of the changes in its corporate name.

**16.3.** RNM may assign the rights and obligations foreseen in the current contract with the Supplier, to any company of the RNM group, at any time and with no need for the Supplier's prior consent.

## 17. TERMINATION AND CANCELLATION

**17.1.** Any party may terminate the contract without prior notice for justified reasons. The following, among others, are considered situations of justified reasons:

- A serious breach of the Supplier's obligation which cannot be remedied within a reasonable period stipulated by RNM after receiving the written complaints; or

- A considerable change in the financial situation of either party that threatens its ability to comply with its obligations under this Contract and/or to comply with its tax or social security obligations; or

- When the purchase or use of the goods or services is, in whole or in part, legally unacceptable. If RNM terminates the contract based on justified reasons and if other existing contracts between RNM and the Supplier cannot be maintained in force for the same justified reasons, RNM shall also be entitled to terminate the remaining existing contracts at the time of termination and compensate the Supplier with a prorated remuneration for the services that have already been provided. In that case, the Supplier shall not be entitled to claim any damages, reimbursement for expenses incurred, or any other compensation.

**17.2.** If the Supplier has received documents, records, plans, or drawings from RNM, under or for the performance of the contract, the Supplier shall immediately return them to RNM in the event of discharge of the contract by the latter. These requirements shall also apply in the event of contract termination.

**17.3.** In the event of termination of the contract by RNM, the Supplier shall be responsible for the dismantling and removal of its machinery, tools, and equipment without delay, assuming the respective expenses, regardless of the reasons that

led to the termination of the contract. The Supplier shall, at its own expense and immediately and properly, remove and dispose of any wreckage or waste resulting from its work. If the Supplier does not comply with these obligations, RNM may carry out the work in question or contract a third party to do so and bill the Supplier for the costs incurred, if the Supplier has not carried out the work in cause after the lapse of a reasonable period.

## 18. DOCUMENTS, CONFIDENTIALITY, AND RIGHTS OF USE, PERSONAL DATA

**18.1.** It is the Supplier's responsibility to send RNM the maps, calculations, or other documents in the agreed number, with the purpose of not exceeding the contractual deadline for execution.

**18.2.** The review of the documents by RNM does not relieve the Supplier of the responsibilities attributed to it in the contract.

**18.3.** Any mock-ups, samples, graphics, data, materials, and other documents provided by RNM to the Supplier ("RNM Documentation") shall remain the property of RNM and shall be returned to it without delay on demand. The Supplier shall not be entitled to retain the RNM Documentation. The Supplier shall respect the ownership rights of RNM concerning all RNM Documentation.

**18.4.** The Supplier is obliged to maintain confidentiality concerning all technical, scientific, commercial, or any other information that it has obtained, directly or indirectly under this contract, in particular, the information provided in the documentation of RNM (the "Confidential Information"). The Supplier cannot exploit the Confidential Information for commercial purposes, convert it into the subject of industrial property rights, transmit it to third parties, or make it available to third parties in any way, or use it for any purpose except for the performance of the contract. This obligation is subject to disclosure requirements of a legal, judicial, or official nature. The aforementioned confidentiality obligation shall be valid for a period of ten (10) years after the termination of this contract. This confidentiality requirement does not include any information that the Supplier already lawfully possessed before the disclosure by RNM of such information, that is lawfully in the public domain or that it lawfully obtained through a third party. Information that is disclosed to a person covered by a legal obligation

of confidentiality is also excluded from the confidentiality requirement, where the Supplier does not release that person from such confidentiality obligation. The Supplier shall bear the burden of proof for this exception. The Supplier must ensure, through contractual agreements, that its employees and indirect agents, subject to the confidentiality agreement, are bound to the confidentiality stipulated in the rules established by these General Purchasing Conditions. When requested to do so, the Supplier shall demonstrate to RNM, in writing, that these confidentiality obligations are fulfilled.

The Supplier shall specifically take all appropriate precautions and measures to effectively protect confidential Information, obtained at any time, from loss or unauthorized access. In particular, this includes establishing and maintaining appropriate systems for requesting access and entry to facilities, warehouses, computer systems, data storage devices, and other information storage devices, especially those containing confidential information. This includes informing and training persons who are granted access to Confidential Information by this paragraph. The Supplier must immediately notify RNM in writing if confidential Information is lost or if any unauthorized individual gains access to it.

**18.5.** The Supplier will grant RNM freely transferable rights of use without any limitations of space, content, and time, for all plans, graphics, drawings, calculations, and other documents related to the contract, in all known media formats, including electronic media, Internet and online media, stored on all image, sound, and data storage devices. This information may have been prepared by the Supplier itself or by third parties ("Work Results"). In particular, RNM is entitled to exploit, duplicate and distribute the aforementioned Work Results, in whole or in part, as well as to change them, revise them, or allow third parties to perform these acts. RNM also has the right to grant third parties the same full rights to use these Work Results, in whole or in part, including changes and mid-term reviews. The Supplier will grant the right to use the Work Results to RNM, following the aforementioned scope, including the types of use not known at the time of the conclusion of the contract. The legal provisions apply for this purpose. When acquiring licenses and Work Results of intellectual services,

namely studies, specifications, user requirements, functional design specifications, specific software developments, and their customization, RNM has the absolute and irrevocable right to use all Work Results on RNM facilities.

**18.6.** If the Supplier, in the course of the performance of this contract, receives from RNM, or obtains, in any other way, personal data relating to RNM employees (hereinafter referred to as "Personal Data"), the following provisions shall apply:

If the processing of the Personal Data disclosed in the aforementioned way is not carried out on behalf of RNM, the Supplier may only process Personal Data for the performance of this contract. The Supplier shall not, except as permitted under applicable laws, process Personal Data in any other way, in particular, disclose Personal Data to third parties and/or analyze such data for its benefit and/or create a profile.

Limited to the degree permitted by applicable law, the Supplier has the right to process Personal Data, in particular, to transmit it to its affiliated companies for the performance of this contract.

The Supplier shall ensure that Personal Data is accessible only to its employees and strictly if they need such access for the performance of this contract (need-to-know principle). The Supplier shall structure its internal organization to ensure compliance with the requirements of data protection laws. In particular, the Supplier shall adopt technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

The Supplier does not acquire ownership or other proprietary rights over the Personal Data and is bound, by applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. The Supplier's right of retention of Personal Data is excluded.

In addition to its statutory obligations, the Supplier shall, without undue delay, inform RNM in the event of a breach of the Personal Data, in particular in the event of loss, no later than 24 hours after becoming aware of it. After termination or expiry of the respective contract, the Supplier shall, following applicable laws, delete the Personal Data, including any copies.

## 19. STORAGE OF DOCUMENTS AND PROVISION OF SUPPORT DURING REVIEWS

**19.1.** RNM is entitled to see and make copies or duplicates for its purposes of all documents related to the delivery of goods and the provision of services during normal working hours. This right will remain valid during the period of legal custody, for at least three (3) years from the date of acceptance or delivery. The Supplier is obliged to assist in the reviews. If the documents contain confidential information about the Supplier, for example, Supplier's internal calculations, agreements, or commercial information about partners, commercial partners, or employees, RNM is restricted from accessing them.

## 20. ADVERTISING BAN, SEVERABILITY CLAUSE, APPLICABLE LAW, AND JURISDICTION

**20.1.** The Supplier may only refer to the business relationship with RNM, or publicly disclose its existence, with the prior written consent of RNM.

**20.2.** The nullity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

**20.3.** The contract shall be interpreted by and is subject to Spanish substantive law, except for the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), adopted on April 11, 1980.

**20.4.** These General Purchasing Conditions and/or the Contract are governed in all aspects and will be exclusively interpreted by the legislation existing in the Portuguese legal system.

**20.5.** Any disputes under these General Purchasing Conditions and/or the Contract or related thereto shall be settled amicably between the Parties. An attempt at an amicable resolution of any dispute has failed when either Party notifies the other that such resolution is impossible, by registered letter with acknowledgment of receipt. Upon failure to resolve any dispute amicably, the Parties irrevocably and unconditionally agree to submit such dispute to arbitration by the *Regulamento de Arbitragem do Instituto de Arbitragem Comercial do Porto* [Arbitration Rules of the Oporto's Commercial Arbitration Institute]. The Arbitral Tribunal shall consist of 3 arbitrators appointed under the Arbitration Rules of the Oporto's Commercial Arbitration Institute, the arbitration shall take place in Oporto and the language shall be Portuguese. Any arbitral award shall be final and binding on both parties.



## 21. FORCE MAJEURE

**21.1.** RNM will not be responsible for the non-performance of its contractual obligations in circumstances beyond its control, including fire, natural disasters, war, riots, seizure, shortage of raw materials, restriction of energy consumption, epidemics and/or pandemics, labor conflicts, and regulatory changes; or if its suppliers incur in contractual breaches caused by any of these events.

**21.2.** This rule shall apply to all contractual obligations, including the obligation to pay compensation. If there are any force majeure events and RNM is prevented from fulfilling its obligations for more than ninety (90) consecutive days, and the parties have not reached an agreement on the alternative modalities for fulfilling them, RNM may immediately terminate the order affected by the force majeure event, notifying the client in writing and without any liability.

**21.3.** RNM reserves the right to terminate or change the established contract due to unforeseen and unpredictable facts that may occur during its term (Hardship Clause).

## 22. COMPLIANCE WITH LEGAL STANDARDS

**22.1.** The Supplier must comply with the existing legal provisions and is obliged to comply with the following regulations in particular:

Regulation (EC) Nr. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH):

- The Supplier shall comply with all applicable obligations under the REACH Regulation, in particular about placing goods on the market: Safety Data Sheet, updated (As per Annex II) and written in the national language of the receiving country, resulting from their best knowledge of the traded goods.
- The Supplier assumes the responsibility and commitment to send the complete REACH registration number to the Member State authority responsible for monitoring compliance within 7 (seven) days, either at the request of the

Member State authority or RNM. All costs related to the period exceeding seven (7) days shall be charged to the Supplier.

- The Supplier guarantees that all materials composing the goods have been pre-registered (or are exempted from the obligation to register (Title II - Chapter 1 to 5)) and, where applicable, authorized following the applicable requirements stipulated by REACH for the uses that have been indicated by RNM.
- If the goods have been classified as articles according to article 7 of REACH, the previous paragraph shall apply also for approved substances. Furthermore, the Supplier shall inform RNM immediately of product components that contain any substance, classified as SVHC (Substances of Very High Concern), in a concentration above 0.1 percent by mass (weight/weight). The above provision will also apply to packaging materials.

Regulation (EC) Nr. 1272/2008 (CLP Regulation) regarding classification, labeling, and packaging of substances and mixtures:

- The Supplier will comply with all applicable obligations under the CLP Regulation, in particular concerning the labeling of the goods sold, and the goods must be accompanied by labels written in the national language of the receiving country.

Regulation (EC) Nr. 528/2012 (BPR Regulation) concerning the making available on the market and use of biocidal products:

- The Supplier will comply with all applicable obligations under the BPR Regulation, in particular concerning the registration of biocidal products, registration of active substances under Article 95, and notifications to the Competent National Authority of the receiving country of the goods.

Decree-Law Nr. 57/2021 of July 13, regarding the Contract for the National Carriage of Goods by Road:

- The Supplier will comply with all obligations outlined in the aforementioned regulation, for all the loading and unloading of goods carried out within the national territory, including waiting times, whether related to national or international transport.
- ADR/RID, concerning the inland transport of

dangerous goods:

- The Supplier will comply, when applicable, with all obligations outlined in the aforementioned regulation and its respective normative versions.

**22.2.** The Supplier shall ensure that the products supplied under this Contract comply at all times with the current EU Legislation, where applicable.

**22.3.** In the case of Raw Materials / Pharmaceutical and Food Goods with reference to the date and place of delivery of the goods stipulated in the Purchase Order, these goods must have, at a minimum, 80% of their total remaining shelf life and be in accordance with the agreed-upon technical specification.

**22.4.** In the case of Raw Materials / Goods with application in water for Human Consumption and Industrial Water Treatment (if applicable) where it is applicable the Supplier must ensure that the products supplied under this Purchase Order comply at all times with the current EU Legislation.

### 23. PRODUCT LIABILITY, RECALL, SAFETY DEFECTS

**23.1.** Insofar as the Supplier is liable for damage caused by a product resold by RNM, it shall compensate and hold RNM harmless from claims

for damages by third parties at first request, insofar as the cause of the defect is within its control range and organization, and is itself liable to third parties.

**23.2.** If the Supplier is obliged, by the requirements of public law, to inform the competent authorities of circumstances relating to the marketing of the goods, the Supplier shall immediately inform RNM in writing.

**23.3.** In the event of measures taken by the authorities that lead to a restriction of the marketing of the Goods and services delivered by the Supplier, RNM has the right to terminate the contract in whole or in part. In this case, the Supplier is obliged to pay compensation to RNM for any resulting damages, unless the Supplier is not responsible for the circumstances. Other claims and rights of RNM shall remain unaffected.

Date of last revision: July 14, 2023

The General Purchasing Conditions can be found at:

<https://www.grupornm.pt/documentos.php?categoria=2>