

GENERAL TERMS AND CONDITIONS OF PURCHASE

FOR THE SUPPLY OF PRODUCTS AND/OR SERVICES

1. **Purpose and Scope of Application:** Whenever BONDALTI requests the supply of Products and/or Services from the Supplier via a Purchase Order (“Purchase Order”), such supply shall be subject solely to the General Terms and Conditions (hereinafter “General Terms and Conditions”), except where BONDALTI and the Supplier have entered into a contract of which the General Terms and Conditions form an integral part as an annex, in which case the specifically agreed clauses shall prevail over the General Terms and Conditions in the relevant parts. Any other terms and conditions, including those of the Supplier, shall not apply unless agreed in writing between the Supplier and BONDALTI. For the purposes of these General Terms and Conditions, BONDALTI means BONDALTI CHEMICALS, S.A., a public limited company with a share capital of €30,550,000.00, with company registration number 500832234 and registered office at Rua do Amoníaco Português, no. 10, Beduído e Veiros, 3860-680 Estarreja, Portugal.

2. **Acceptance:** Acceptance of the Purchase Order in itself constitutes a contract between BONDALTI and the Supplier (hereinafter collectively referred to as the “Parties”), whose rights and obligations shall be governed by the General Terms and Conditions and, where applicable, by any other special conditions agreed in writing between the Parties. Acceptance of the General Terms and Conditions must be made in writing by the Supplier, either by means of a contract (if applicable) or by email sent to BONDALTI, confirming such acceptance. In any event, the commencement of any work or Service, as well as the commencement of the supply of any Products or Services by the Supplier in accordance with the Purchase Order, shall constitute tacit acceptance of the General Terms and Conditions.

3. **Non-Exclusivity:** The Supplier acknowledges and accepts that the Purchase Order does not confer any exclusivity upon it with regard to the supply of the Products and/or Services and that BONDALTI may obtain similar products or services from other entities.

4. **Price and terms of payment:** BONDALTI shall pay the amount stated on the Purchase Order for the Products and/or Services supplied. The agreed prices are fixed and may only be altered or revised by written agreement between the Parties; under no circumstances may they be unilaterally altered by the Supplier. However, if the Supplier reduces prices and improves terms and conditions in the period between the Purchase Order and delivery, those prices and terms and conditions shall apply. Prices include packaging, transport, loading, unloading and insurance of the Products supplied and delivered to the location specified by BONDALTI in the Purchase Order, unless other terms are agreed in writing between the Parties. Following delivery of the Products or provision of the Services, the Supplier shall send BONDALTI the relevant invoice within the statutory time limit. In addition to the description of the Products supplied or the Services provided and the other mandatory legal details, the invoice must include the number of the Purchase Order to which it relates and, where applicable, the number of the Delivery Note accompanying the Products. Invoices

received without all the required details will be returned for correction and will only be deemed to have been received on the date of receipt of the latest corrected version. Payment of invoices shall be made by bank transfer within 60 (sixty) days, by the 5th day following the date of issue, unless otherwise agreed in writing. Payment by bank transfer shall be deemed to have been made as soon as BONDALTI has instructed the bank to make the transfer to the Supplier; any payment charges levied by other banking institutions shall be borne in full by the Supplier. The making of a payment shall not imply that BONDALTI has accepted any particular terms or prices. The timing of payment shall have no effect on the Supplier’s warranties and obligations or on BONDALTI’s right to make any claim. In the event of a partial delivery or if the Products are delivered defective, BONDALTI reserves the right to withhold payment until the situation is rectified. The Purchase Order number must be stated on all documentation (delivery notes, invoices, dispatch notes, insurance documents, etc.) and any related correspondence. Without prejudice to other means of settling claims, BONDALTI may set off any amounts due to the Supplier against its own claims, subject to written notification.

5. **Taxes:** Where applicable, BONDALTI shall be responsible for paying Value Added Tax (VAT) and any other taxes and levies legally attributable to it in respect of the purchase of the goods and services covered by the Purchase Order. Unless expressly stated otherwise, the agreed prices include all taxes, duties and charges of any kind payable by the Supplier, with the exception of the legally applicable VAT. Taxes payable by BONDALTI, where applicable under the law in force on the date of the Purchase Order, shall be paid when duly itemised separately on an invoice issued by the Supplier. Payments made by BONDALTI under the Purchase Order may be subject to deduction or withholding of taxes legally due by the Supplier, as required by applicable law. The Supplier shall, where applicable, provide the appropriate tax documentation necessary to prevent or minimise such tax deduction or withholding. The Supplier further undertakes to comply with all tax obligations applicable to the transactions, including, where relevant, the correct application of VAT reverse charge mechanisms or other special schemes. Should the Supplier pay any tax in the name and on behalf of BONDALTI, it shall be entitled to a refund only with BONDALTI’s prior and express authorisation, provided that it specifies the amount and nature of the tax on the invoice issued and, upon request, provides proof of payment of that tax. The Supplier shall indemnify BONDALTI for any costs, losses, charges, additional taxes, interest and fines that BONDALTI may incur as a result of the Supplier’s failure to comply with any tax obligation. The Parties shall cooperate in good faith and in accordance with the law in force to minimise the tax impact of the transactions covered by the Purchase Order.

6. **Quantity:** BONDALTI shall only accept the quantities or numbers of units actually ordered. Quantities greater than or less than those **ordered** shall only be accepted subject to BONDALTI’s prior written approval.

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7. **Packaging and dispatch:** The Products supplied must be properly packaged and dispatched by the Supplier, with the necessary care and diligence to ensure they do not suffer any damage during transit. The Supplier must choose the most appropriate mode of transport and take all necessary measures to ensure their safety, taking into account their characteristics, the means of transport, and the conditions of the journey and the place of delivery. Unless otherwise stipulated in the Purchase Order, the shipment shall be made with insurance and carriage paid by the Supplier, and the Products shall be delivered duty paid (where customs clearance of the goods is applicable – DDP, Incoterms® 2020, unless otherwise agreed in writing). Where the Products are shipped by sea, the shipping documentation and invoice must state the name of the shipping company and the vessel. The Supplier undertakes to pack, mark and dispatch the products, in particular hazardous goods, in accordance with applicable national and international legislation and standards. EU legislation must be strictly complied with. The transport documentation must indicate the hazard category of the products supplied and any other information required. The Supplier shall be liable for any damage caused by failure to comply with these provisions and shall be responsible for paying any sums arising therefrom. The Supplier shall be responsible for ensuring that its subcontractors comply with the shipping requirements. Ownership and the risk of loss or deterioration of the Products and/or Services shall not pass to BONDALTI until the time of their delivery and unconditional acceptance by BONDALTI at the location specified in the Purchase Order; such risk shall be borne by the Supplier, who undertakes to arrange for the replacement of all Products damaged during shipment as soon as possible. The costs of storing Products which BONDALTI is unable to accept because they do not comply with the provisions of this clause shall also be borne in full by the Supplier.

8. **Delivery:** The Products ordered in the Purchase Order must be delivered in accordance with the specifications provided by BONDALTI to the address indicated on the Purchase Order, unless another location is agreed between the Parties. The agreed delivery dates are binding. Where no delivery date has been agreed, the Products and/or Services must be delivered within a reasonable timeframe having regard to the nature of the goods or services and, in any event, within a maximum of 10 (ten) working days from the date of the Purchase Order.

9. **Delay:** If the Supplier becomes aware that delivery on the agreed date cannot be met for any reason, it must immediately notify BONDALTI in writing, stating the reasons and the expected duration of the delay. If the delay extends beyond 5 (five) days, and even if the Supplier has notified BONDALTI of the delay, BONDALTI may: (i) terminate the contract, in whole or in part, i.e. by cancelling the order, without this entitling the Supplier to any compensation, (ii) refuse any subsequent delivery of Products or provision of Services, (iii) recover from the Supplier any expenses reasonably incurred by BONDALTI in obtaining, from another supplier, substitute Products and/or Services, (iv) claim compensation in accordance with the general principles of law, including for any additional costs, losses or expenses incurred by BONDALTI that are

reasonably attributable to the Supplier's delay; furthermore, BONDALTI shall be entitled to impose penalties of 2 per cent of the total order price for each week of total or partial delay in delivery and/or performance, to be borne by the Supplier up to a maximum of 10 per cent of the total order price, without prejudice to the right to terminate the contract if, upon expiry of the period during which the penalty applies, the Supplier has not completed the delivery of the Products and/or the performance of the Services, without prejudice to compensation for any further loss suffered by BONDALTI as a result of the delay and/or termination, as the case may be.

10. **Export:** The Supplier must comply with all customs control obligations in force in the country of origin of the goods supplied under the Purchase Order, as well as with all applicable legal provisions relating to customs matters concerning the import, export, re-export, clearance, transfer, use, maintenance and repair of Products, *technical data* and services (collectively, "Customs Legislation"), as well as with the applicable international sanctions regimes and export control regimes, in particular those of the European Union and the United Nations, and shall refrain from supplying Products, services or technical data in breach of such regimes or involving entities or countries subject to restrictions. Before supplying BONDALTI with any goods, *software* or *technical data* subject to customs export controls, the Supplier undertakes to inform BONDALTI, in writing, of the obligations imposed by national export regulations of the country of origin of the Supplier's goods, and of the customs classification and control numbers. Any breach by the Supplier of Customs Legislation or of the aforementioned sanctions and export control regimes shall constitute sufficient grounds for termination of the contract, subject to prior notice. All charges, fees and taxes, obligations, licences, import duties, customs duties and any other costs relating to the fulfilment of the Purchase Order in the country of origin are included in the price.

11. **Supplier's Warranties:** The Supplier represents and warrants that (i) it is authorised to sell the Products and provide the Services, and that these are free from any defects, encumbrances or charges; and, where Software is included, that it is free from any viruses, *malware*, *spyware* or any other errors ("bugs"), including defects resulting from security breaches, updates, integration with software or digital systems, as well as any vulnerabilities that may affect the security, reliability or compliance of the Products throughout their foreseeable life cycle, and is also responsible for ensuring that its suppliers comply with these conditions, (ii) complies with, and ensures that its staff, suppliers and subcontractors comply with, strictly and in full, all legislation and regulations applicable to the activity carried out and holds all authorisations, licences and/or approvals which, under the terms of the law and regulations, apply to it and are necessary for the pursuit of its activity, as well as for the fulfilment of the obligations arising from the Order Form, (iii) the Products or Services supplied comply with the Purchase Order and have the characteristics and specifications agreed with BONDALTI, (iv) they are suitable and sufficient for the specific purpose intended by BONDALTI, of which the Supplier declares to be aware, and (v) they comply with the legal provisions applicable to that type of

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Products or Services. The warranty period is 2 (two) years, unless a longer period is agreed between the Parties, in which case the longer warranty period shall prevail, and shall commence on the date of delivery to BONDALTI or to such person as BONDALTI may designate, at the place of receipt or use of the Product or Service purchased, should this occur after the date of delivery. For construction works, the applicable warranty period shall be the statutory period for this type of service. If any machinery, equipment or other Product supplied cannot be used during the warranty period due to a defect or rectification under that warranty, then the warranty period shall be extended by the length of time during which the item could not be used. Payment for, inspection of, or acceptance of Products or Services by BONDALTI does not constitute a waiver of the warranty nor does it preclude the rights legally conferred upon BONDALTI in the event of a defect therein. BONDALTI's rights under this clause are cumulative and are without prejudice to any other rights or remedies provided for by law or in these General Terms and Conditions. Where the Supplier is obliged, by agreement between the Parties or in accordance with commercial practice, to guarantee the durability and proper functioning of the Products, BONDALTI may claim compensation in the event of a breach of this obligation, except in cases of normal wear and tear of the Products or misuse by BONDALTI.

12. Inspection and Audit: BONDALTI reserves the right to inspect all Products and/or Services covered by the Purchase Order at the place of manufacture, storage or performance thereof, in order to verify their compliance with the Purchase Order. To this end, its authorised representatives, those of its customers or of any other entity designated by BONDALTI shall have free access, subject to reasonable prior notice and during normal working hours, except in cases of emergency, incident, reasonable suspicion of serious non-compliance or risk to persons, property, the environment or legal compliance, during the period of order fulfilment, to the offices, premises or factories of the Supplier, its suppliers or subcontractors, where the said Products and/or Services are being manufactured, stored or performed. The Supplier shall require its suppliers or subcontractors to grant free access to their premises to the aforementioned representatives of BONDALTI, its customers or designated entities. All inspections must be notified in advance and carried out in such a way as not to unduly delay the Supplier's work and/or deliveries. The Supplier agrees to bear the costs of any test or inspection not previously specified in the Purchase Order which reveals that the Products and/or Services inspected do not comply with the Purchase Order. The inspection of any Product and/or Service by BONDALTI shall in no way constitute acceptance thereof. BONDALTI further reserves the right to audit, either directly or through third parties appointed by it, the SERVICE PROVIDER's compliance with its obligations under this contract and with the applicable legal standards relating to the provision of the Products and/or Services, in particular with regard to the REACH Regulation and other applicable environmental and regulatory standards, including Regulation (EU) 2024/1689 of the European Parliament and of the Council ('Artificial Intelligence Regulation'), including verification of compliance with the obligations set out in the Incident Notification clause of these General Terms and Conditions and the

assessment of technical documentation, automated logs (logs) and risk governance measures of artificial intelligence systems, as well as in relation to network security, information systems and cybersecurity; the SUPPLIER shall grant the necessary access to its premises, documents, records and other relevant information, subject to two (2) working days' prior notice. The SUPPLIER shall bear the costs of any audits that reveal a breach of its contractual or legal obligations.

13. Return or replacement of defective Products: Without prejudice to the applicable legal provisions, in particular those relating to manufacturing defects, the Supplier undertakes to repair or replace the Product or Service immediately during the warranty period; any defects must be notified by BONDALTI to the Supplier within 30 (thirty) days of becoming aware of them. Without prejudice to any other rights to which BONDALTI is entitled under the law or these General Terms and Conditions, BONDALTI may return the defective Products to the Supplier to be replaced with new Products or repaired, at the Supplier's expense and risk, and the Supplier shall be liable for all labour and material costs incurred in replacing or repairing the defective products, as well as for all charges relating to handling, sorting, packaging and transport in both directions, including any accommodation costs for its employees. In urgent situations where it is not possible to wait for the Supplier to rectify the defect, or where the Supplier fails to carry out the repair within a reasonable timeframe, BONDALTI may choose to rectify the defect at the Supplier's expense or demand that the Products be replaced.

14. Environmental responsibility: All employees, other staff and representatives of the Supplier are required to take all necessary measures to protect the environment in order to prevent personal injury and damage to property, as well as fires or any risk of incidents that may have environmental repercussions, during the delivery of the Products and/or the performance of the Services covered by the Purchase Order. In addition, they must take any necessary measures in accordance with the applicable legislation in force in this area or in line with good environmental management practices, as well as the standards in force at BONDALTI. The Supplier must be familiar with all the requirements and standards in force that apply to the delivery of the Products and/or the provision of the Services, and must ensure that the personnel carrying out such work have the appropriate training and are fully aware of all the measures necessary for their proper environmental management. The Supplier must manage and handle toxic and hazardous materials, products and waste appropriately, storing those that are incompatible with one another separately and avoiding the mixing of waste in all cases. To this end, the Supplier must label areas and waste in accordance with current environmental legislation. The use and storage of this type of material and product must be subject to BONDALTI's prior consent. The Supplier must be familiar with and comply with environmental legislation and all the principles and obligations arising therefrom in relation to its activities, and is also responsible for ensuring that its staff comply with these regulations. If the Supplier has not implemented its own waste management system, it must join an integrated waste management system and follow the

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guidelines associated with that system, always in accordance with current legislation. The Supplier must provide its staff with all the necessary resources for the proper environmental management of the Purchase Order. The Supplier must prevent all leaks and spills in order to avoid any environmental damage in the area where the work is carried out (soil, rivers, etc.). The Supplier agrees to comply with all general provisions, as well as any specific provisions set out in the Purchase Order relating to the Products and/or Services contracted by BONDALTI; in the event of a breach of these provisions, BONDALTI may suspend the performance of the Order Form, and the Supplier shall be liable for any losses arising from the breach of its obligations. In particular, the Supplier undertakes to request the list of prohibited substances from the contact person indicated on the Purchase Order. In addition to these general principles of conduct, BONDALTI may determine such further principles as it deems appropriate in each case, which shall be communicated to the Supplier in advance. The Supplier must contact BONDALTI before commencing the performance of the subject matter of the Purchase Order for the purposes of coordination and to clarify any queries regarding environmental protection, where necessary. The cost associated with activities relating to environmental protection at the site where the Products are supplied and/or the Services are performed shall be borne by the Supplier. If the Supplier, in the course of fulfilling the Purchase Order, causes any environmental incident, it shall be liable for such incident; BONDALTI reserves the right to hold the Supplier liable for any legal actions and expenses arising from the Supplier's failure to comply with its environmental obligations, and the Supplier must remedy any damage it has caused. The Supplier must immediately inform BONDALTI, in writing, of any environmental incident that occurs during the supply of the Products and/or the provision of the Services covered by the Purchase Order, clearly explaining the incident and its causes.

15. **REACH:** The Supplier expressly warrants that all Products shall be supplied to BONDALTI in full compliance with the provisions of Commission Regulation (EC) No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (the "REACH Regulation"), where applicable. The Supplier expressly warrants that all substances in the Products supplied within the EU that require registration comply with the Regulation by virtue of registration, which must be identified in the safety data sheet. A Supplier that does not have a legal entity in the EU expressly undertakes to identify its Only Representative. Furthermore, the Supplier undertakes to identify in the safety data sheet all substances included in the list of substances of very high concern, as defined in Article 57 of the REACH Regulation (prior to the publication of the 'candidate list') or identified on the 'candidate list' (as published in accordance with Article 59(10) of the REACH Regulation) which are contained in these Products and which require notification or, if so agreed on a case-by-case basis with BONDALTI, to provide—at the Supplier's own expense—all necessary data and information to enable BONDALTI to notify the European Chemicals Agency of those substances requiring notification, and to reimburse BONDALTI for any associated fees. To the extent that the Products supplied by the Supplier qualify as

"articles" under REACH, the Supplier expressly undertakes to investigate and notify BONDALTI if there are any substances intended to be released from these articles that require registration under REACH and if there are any substances of very high concern, as defined in Article 57 of the REACH Regulation (prior to the publication of the 'candidate list') or identified on the 'candidate list' (published in accordance with Article 59(10) of the REACH Regulation) and present in such article(s) or present in a concentration exceeding 0.1 per cent, in which case the Supplier must inform BONDALTI of the identity of such substance(s) and their concentration(s) in such article(s). This obligation also applies to Products already supplied at the time the substances in question are included on the Candidate List. The Supplier expressly warrants that all substances, Products and materials supplied to BONDALTI within the EU comply with the restrictions set out in Annex XVII of REACH. Furthermore, the Supplier undertakes to inform BONDALTI accurately and in a timely manner of any additional restrictions established by the REACH Regulation or otherwise imposed by the relevant authorities in the implementation of the REACH Regulation, including, among others, restrictions on use or listing in Annex XIV of the REACH Regulation for authorisation, which have an impact or are likely to have an impact on the use, sale or disposal of any substance contained in the Products supplied.

The Supplier also undertakes to provide BONDALTI, in a timely manner, with all relevant information regarding the Products supplied which the Supplier and/or its suppliers are required to communicate to the supply chain (i.e. any subsequent purchaser or user) under the REACH Regulation and, in any event, to provide all information necessary to enable BONDALTI and/or the parties further down its supply chain to fulfil their obligations under the REACH Regulation in a timely and accurate manner. For the avoidance of doubt, the Supplier shall bear all costs, charges and expenses relating to the registration under the REACH Regulation of the chemical substances covered by this Contract. The Supplier shall provide BONDALTI with the safety data sheet for the Products with each delivery and comply with the standards set out therein.

16. **Reduction and suspension of orders:** Without prejudice to the provisions of the General Terms and Conditions, BONDALTI may suspend or reduce the orders set out in the Purchase Order, whether as a result of unforeseeable circumstances or force majeure, or as a result of any other cause beyond its control, a change in normal business conditions, or a legal or administrative requirement. In such cases, BONDALTI shall not be liable to pay any compensation to the Supplier, without prejudice to payment for the Products and/or Services actually delivered, performed and accepted by BONDALTI as at the date on which the suspension, reduction or cancellation takes effect. BONDALTI may also cancel all or part of the Purchase Order at any time, at its discretion, provided that it notifies the Supplier in writing of its intention a reasonable time in advance of the date on which such revocation or cancellation is to take effect.

17. **Insurance:** The Supplier shall be responsible for taking out and maintaining in force all insurance policies that are required, necessary and sufficient for the full performance of the Purchase Order, in accordance with the provisions of the General Terms and

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Conditions and/or the Purchase Order, including, where applicable, civil liability insurance appropriate to the nature and extent of the risks associated with the supply, so as to safeguard BONDALTI's position in respect of any loss or damage occurring during the performance of the supply for which the Supplier, or any employees or subcontractors for whom the Supplier is directly or indirectly responsible, is held liable. Transport insurance for the Products shall be taken out by the Supplier, unless otherwise agreed. The Supplier is obliged to provide BONDALTI, whenever requested, with proof of the insurance policies taken out and the cover provided. Insurance relating to damage arising from the assembly of equipment and other Products must be the subject of a specific agreement between the Parties. The supply of machinery and other Products on a hire basis must be covered by specific insurance taken out by the Supplier, taking into account the normal risks. Any additional liability on the part of BONDALTI relating to the destruction of or damage caused to such machinery or Products is hereby excluded, provided that such destruction or damage does not result from wilful misconduct or gross negligence on the part of BONDALTI. In certain cases, the Supplier may be required to take out insurance covering liability for non-compliance with the standards and rules arising from the applicable legislation and regulations on cybersecurity. The absence, insufficiency or invalidity of the insurance taken out, as well as the respective limits of cover, shall in no circumstances limit the Supplier's liability towards BONDALTI.

18. Supplier's Liability: Without prejudice to any specific liability arising under the law or these General Terms and Conditions, the Supplier shall be liable to indemnify, defend and hold harmless BONDALTI, its respective directors, officers, employees, staff, suppliers and agents against any claims, actions, proceedings, losses and damages (whether direct or indirect), loss of profits, liabilities, costs or expenses (including, without limitation, legal fees) which they may incur (including, in particular, damages arising from defects in the Products, as defined in the applicable legislation, including defects relating to software, updates, instructions, lack of security or cybersecurity vulnerabilities) due to (i) the use of the Products or Services, (ii) personal injury, death or other damage caused by the Products, Services or by the Supplier's directors, employees, suppliers, staff or agents, (iii) the Supplier's failure to comply with the obligations and warranties it has undertaken towards BONDALTI under these General Terms and Conditions, (iv) the sale of the Products and/or provision of the Services in breach of a copyright, trade secret, patent or any other intellectual property right, or (v) any act or omission committed through negligence or wilful misconduct, or a breach of duty by any officer, director, agent, supplier or employee of the Supplier in connection with the Supplier's performance of this Order Form.

19. Safety in the Provision of Services: The SUPPLIER declares that it is aware of BONDALTI's safety standards (physical and digital) and the relevant regulations and policies, as well as the emergency plan and the equipment required in the event of a chemical accident, and undertakes to ensure compliance with the aforementioned rules, in particular the safety induction training and the provisions set out in the GENERAL SAFETY PROCEDURES MANUAL FOR CONTRACTORS

AND THEIR EMPLOYEES (NS-84-042) and the LIFE-SAVING RULES – RECOGNITION AND CONSEQUENCES POLICY (RI-212-003), which are deemed to form an integral part of these General Conditions and which the SUPPLIER declares to be aware of and to accept. The SUPPLIER acknowledges that compliance with BONDALTI's safety rules, including the Life-Saving Rules, constitutes an essential obligation under the contract. The SUPPLIER's employees shall comply with the safety rules in force at BONDALTI's premises, on the same terms as BONDALTI's own employees. Any breach by the SUPPLIER's employees of the duty to observe any and all of the aforementioned rules, or any safety rule imposed by law, shall entitle BONDALTI to: a) impose on the SUPPLIER a penalty of between 5% and 10% of the contract value, depending on the intent and severity of the breach, in accordance with the disciplinary scale set out in the rules referred to in this clause (without prejudice to the right to compensation for any additional damages); b) alternatively, to terminate the contract with immediate effect by giving notice to the other party, in the event of serious or repeated breach, in accordance with the provisions of Articles 432 and 436(1) of the Civil Code. The application of any penalty or contractual measure shall take into account, in particular, the nature of the breach, the intent, the actual or potential severity of the risk, and the criteria set out in the applicable internal rules. Without prejudice to its technical and operational autonomy and its freedom to organise its working hours, the SUPPLIER shall be subject to such inspection and monitoring measures as BONDALTI deems appropriate. Machinery and equipment not registered on the electronic platform referred to in point 3, Part I, of the Manual referred to in this clause shall not be permitted to leave the premises. Where, in accordance with the provisions of the clause on Assignment of the Contractual Position and Subcontracting in these General Conditions, the SUPPLIER subcontracts the services covered by the Purchase Order, it must legally oblige the entities with which it contracts to comply with the safety standards and rules, regulations and emergency plans in force at BONDALTI. The SUPPLIER undertakes to: (i) leave the site or sites where the work is carried out clean within 5 (five) days of its completion, failing which it shall be liable to pay BONDALTI the sum of €50 (fifty euros) per day until the cleaning has been carried out; (ii) not to endanger the operation of the manufacturing facility; (iii) comply with and ensure compliance with all safety regulations at the BONDALTI manufacturing facility where it will carry out its activities, as well as requiring its employees to comply with them, in particular those set out in the rules referred to in this clause, and to use the safety equipment provided to them. The SUPPLIER undertakes to notify BONDALTI, within 24 (twenty-four) hours, of any workplace accidents occurring within its manufacturing facility and to send it a copy of the relevant report, where applicable, without prejudice to any obligation to report immediately in the event of a serious accident.

20. BONDALTI's Liability: Without prejudice to liability for damages caused by wilful misconduct or gross negligence, BONDALTI's contractual liability for damages caused to the Supplier or third parties in connection with a Purchase Order, including loss of profits and consequential damages, shall in no event exceed the

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amount corresponding to the price due for the Products or Services covered by the Contract at any given time; in any event, BONDALTI's liability for indirect, special or consequential damages, including loss of production, loss of business or loss of opportunity, is hereby excluded.

21. Artificial Intelligence Software and Systems: Where the supply of Products and/or Services involves the provision or licensing of software by the Supplier, the Supplier grants BONDALTI an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up licence to install and use copies of the Software for the purposes of BONDALTI's business and the provision of services by BONDALTI to its customers, without any limitations as to equipment, processors, locations or number of users, including at BONDALTI's premises, those of its customers or in third-party data centres. The Supplier warrants that the Software, including any updates, upgrades, patches or modifications, does not introduce defects, vulnerabilities or additional risks to the security, compliance or use of the Products and/or Services, and undertakes to ensure its reliability and security throughout their foreseeable life cycle. Without prejudice to the provisions regarding Software licensing, the Supplier shall not integrate, activate or use artificial intelligence systems, as defined in the Artificial Intelligence Regulation, in the Products and/or Services supplied to BONDALTI, nor in the processing of BONDALTI's data, information or systems, nor shall it process BONDALTI's data, information or systems using such systems without BONDALTI's prior, express and written authorisation. Any authorisation granted by BONDALTI may be subject to the Supplier's compliance with additional requirements regarding transparency, security, human oversight, and risk and quality governance, in accordance with the Artificial Intelligence Regulation and BONDALTI's internal policies. In any event, the Supplier shall not (i) integrate or use AI systems that constitute practices prohibited under the Artificial Intelligence Regulation, nor (ii) use BONDALTI's data, including data relating to its customers, suppliers or employees, for the purposes of training, testing, validating, fine-tuning or improving artificial intelligence systems or algorithmic models, unless BONDALTI has given its prior, express and written authorisation. Failure to comply with the obligations set out in this clause constitutes grounds for termination of the Contract, in accordance with clause 25, without prejudice to BONDALTI's right to compensation for any damages, including fines, penalties and compliance costs incurred as a result of such failure.

22. Cybersecurity: The Supplier undertakes to implement and maintain, throughout the term of the Contract, appropriate technical, operational and organisational cybersecurity measures to protect the networks, information systems, industrial environments, premises, information and data to which it has access in the course of fulfilling the Purchase Order, in accordance with internationally recognised standards and best practices, the associated level of risk and the applicable legal and regulatory requirements. The Supplier undertakes to undergo periodic cybersecurity assessments carried out by BONDALTI, either directly or through third parties appointed by it, and to provide, within 10 (ten) working days of the relevant request, all information and documentation necessary for this purpose. The Supplier undertakes to designate and notify BONDALTI

of a dedicated point of contact for cybersecurity matters, who must be available in the event of an emergency. The Supplier undertakes to ensure that all its personnel involved in the performance of the Contract, who have access to BONDALTI's networks, information systems or data, receive adequate and regular training in cybersecurity, including cyber hygiene practices, awareness of cyber threats and incident response procedures. Where the Supplier subcontracts, with BONDALTI's authorisation, all or part of the Services or Products, it undertakes to impose on its subcontractors cybersecurity and information security obligations no less stringent than those set out in these General Terms and Conditions, and shall be jointly and severally liable to BONDALTI for any breach of such obligations by the subcontractors. The Supplier shall provide BONDALTI, upon request, with evidence of compliance with the provisions of this clause. The Supplier further acknowledges that, during the term of the Contract, BONDALTI may issue additional instructions regarding cybersecurity, and the Supplier shall cooperate in good faith with BONDALTI's objectives in this regard. Should the Supplier consider that, given the nature of the Products and/or Services, any of these obligations are not applicable, the Supplier must inform BONDALTI, which shall confirm such understanding. Failure to comply with the obligations relating to cybersecurity constitutes a breach of the Contract, entitling BONDALTI to terminate the Contract for just cause. In addition to the termination provided for, the Supplier undertakes to compensate BONDALTI for any damages, financial losses, costs, expenses and loss of profits arising from a breach of the obligations set out in this clause.

23. Incident Notification: An operational or security incident (hereinafter an "Incident") is defined as an unforeseen event or series of events which has, or may have, an adverse impact on the integrity, availability, confidentiality and authenticity of information and data (whether personal or non-personal) and/or on the continuity of the services provided by BONDALTI in the course of its business. To enable BONDALTI to fulfil, in a timely manner, its obligations to notify Incidents to the regulatory authorities, and given that such timely compliance depends on the information provided by its suppliers in the course of the performance of the Contract, including, without limitation, incidents relating to AI systems, the Supplier undertakes to notify BONDALTI immediately, and at the latest within 12 (twelve) hours of detection, of any such Incidents or threats likely to give rise to them, by email to csirt@bondalti.com. In accordance with the CNCS risk matrix and the guidelines issued by regulatory authorities, the Supplier must also notify BONDALTI, within 12 (twelve) hours, of any incident which, by affecting the Services provided or to be provided to BONDALTI, has an impact that impairs its primary functions, or which places human life directly at risk, and which is known to have occurred recently in Portugal or in countries of the European Union or NATO, including incidents involving suppliers subcontracted by the Supplier, or which, in accordance with the requirements issued by the competent regulatory authorities or applicable legislation, is classified as significant or of critical severity. Incidents shall be considered significant, at a minimum, if they cause, or are likely to cause, serious operational disruption to services or financial losses

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for BONDALTI and/or affect other natural or legal persons, causing them considerable material or non-material damage, including incidents involving any of the Supplier's subcontractors in relation to the contracted services. Where the Supplier is subject to a legal obligation to report Incidents to regulatory authorities, it undertakes, in all cases, to inform BONDALTI prior to reporting to those authorities. Within the same 12 (twelve) hour timeframe, the Supplier undertakes to provide a written notification that includes, at a minimum: a description of the Incident; the categories and volume of data or systems affected (if applicable); the date and time of detection and the start of the Incident (if determinable); the technical measures already implemented for mitigation and containment; a preliminary assessment of the impact on BONDALTI's operations, including the expected duration, the estimated time for service recovery and the resulting consequences (estimated, if actual data cannot be obtained); and a corrective and preventive action plan to be implemented. In the aforementioned notification, the Supplier must also indicate the mitigation measures and corrective procedures adopted or planned to be adopted with a view to minimising the effects of the Incident. The Supplier undertakes to provide updated information on the status of the Incident whenever relevant developments occur and, in any event, on a daily basis, including, where applicable, the identification of services that have since been restored. Within 48 (forty-eight) hours of the occurrence of the Incident or the threat thereof, the Supplier must inform BONDALTI, where applicable, of any new facts of which it has become aware, including any services that may have been restored. For the purposes of this clause, the significant impact of the Incident shall be deemed to have ceased when it no longer causes serious operational disruption to the services or systems covered by the Contract or results in significant financial losses for BONDALTI, even if the full recovery of the affected systems or services has not yet been completed. The Supplier undertakes to notify BONDALTI without undue delay and within a maximum of 12 (twelve) hours after the end of the significant impact, including: (i) an update of the information provided in the initial notification; (ii) a brief description of the measures taken to resolve the Incident; (iii) a description of the residual impact at that time, namely the number of users or services still affected, the duration of the Incident and the geographical extent of the impact; and (iv) the estimated time for the full recovery of services. Within 20 (twenty) days of notification that the significant impact has ended, the Supplier must update the information previously provided by sending a final notification which includes, where applicable, the identification of the root causes of the Incident, the corrective and preventive measures implemented, and the follow-up and monitoring plan. The Supplier undertakes to collaborate with BONDALTI and provide it with assistance, taking into account the nature of the Incident, ensuring full cooperation in the adoption of response, investigation and mitigation measures, at no additional cost, with the aim of ensuring BONDALTI's full compliance with its legal obligations regarding the reporting of Incidents. The Supplier further undertakes to implement appropriate technical and organisational measures to maintain information security. Failure to comply with the reporting obligations set out in this clause constitutes a breach of the Contract, entitling BONDALTI to terminate the Contract for just cause. In

addition to the termination provided for, the Supplier undertakes to compensate BONDALTI for any damages, financial losses, costs, expenses and loss of profits arising from a breach of the obligations set out in this clause.

24. Industrial Property Rights, Copyright and Ownership of Documentation: The Supplier warrants that the supply and/or use of the Products or Services does not infringe any patents or other industrial property rights, licences or copyrights of third parties. Any *royalties*, fees, compensation and sums due on any account shall be borne by the Supplier. All drawings, *standards*, *guidelines*, specifications, methods of analysis, formulae and other documents provided by BONDALTI to the Supplier for the purpose of manufacturing the Products to be supplied, and all documents prepared by the Supplier in accordance with BONDALTI's instructions, shall remain the property of BONDALTI and may not be used for any other purpose, reproduced or made available to third parties by the Supplier. The Supplier shall, immediately upon request, hand over to BONDALTI all documentation, copies and duplicates of the aforementioned documentation, or destroy them in accordance with BONDALTI's instructions. BONDALTI shall retain ownership of all intellectual property rights in the documentation provided to the Supplier. The Supplier undertakes to treat all requests, orders and work associated with the aforementioned documentation with the utmost confidentiality. The Supplier shall be liable for any loss incurred by BONDALTI as a result of a breach of any of the obligations undertaken by the Supplier, including acts or omissions by its employees, suppliers or subcontractors. The Supplier shall provide BONDALTI, free of charge, all documentation necessary for the use, assembly, installation, processing, storage, operation, servicing, inspection, maintenance and repair of the Products supplied, and shall do so in a timely manner without the need for any request from BONDALTI, ensuring that such documentation is complete, up to date and fit for its intended purpose. Any BONDALTI *standards* and *guidelines* shall apply in accordance with any amendments that may be made to them. The Supplier must request BONDALTI's production *standards* and *guidelines* in good time should these not have been made available.

25. Items: Any moulds, models, tools, images, drawings, sketches, manuals, source codes, calculations or other items produced by the Supplier for the purpose of fulfilling a Purchase Order shall become the property of BONDALTI upon full payment for them, even if they remain in the Supplier's possession. The aforementioned items must be delivered by the Supplier in Portuguese, at BONDALTI's request.

26. Termination: Without prejudice to the provisions of the law and to the specific provisions regarding termination set out elsewhere in these General Terms and Conditions, either Party may terminate the Contract in the event of a breach by the other Party of its obligations under the Contract, provided that such breach is not remediable or, if it is remediable, is not remedied within 15 (fifteen) days from the date of receipt of a written notice specifying the breach and requiring its remedy.

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27. **Force Majeure:** Neither Party shall be held liable if, due to unforeseeable circumstances or force majeure, it is prevented from fulfilling the obligations assumed under the Contract. Force majeure shall be deemed to include any and all circumstances or situations beyond the control of the Parties, including, but not limited to, natural disasters, disease, war, terrorism, riots, strikes, civil unrest, sabotage, expropriation, legislative changes, national or local emergencies, floods, explosions or unforeseeable accidents. The Party invoking force majeure must notify the other Party of this fact in writing within 48 (forty-eight) hours by email, confirmed by letter, from the date on which it became aware of the events, setting out the circumstances that have arisen and their likely duration; furthermore, and simultaneously take all reasonable measures available to it to remove, prevent the escalation of, or mitigate the effects of the force majeure event. In the event that the force majeure event continues for a period exceeding 30 (thirty) days, either Party may terminate the Contract immediately by notifying the other Party by registered letter with acknowledgement of receipt.

28. **Assignment of Contractual Position and Subcontracting:** The Supplier may not assign or transfer its position or subcontract the Services or Products to third parties, in whole or in part, without the prior written consent of BONDALTI. Notwithstanding this, BONDALTI is hereby authorised to assign its contractual position to companies in which it holds a direct or indirect shareholding.

29. **Confidentiality:** The Supplier undertakes to maintain confidentiality regarding all information, of any nature (technical, operational, commercial, financial, strategic or other), which, not being in the public domain, has been disclosed to it or to which it has had access in the course of the preparation, conclusion or performance of the Purchase Order, including information on specifications (if applicable), facilities, processes, know-how, trade secrets, documentation, reports, data and samples, and undertakes to use such information exclusively for the purposes of fulfilling the Purchase Order.

The Supplier shall restrict access to such information to those of its employees and subcontractors who require it for that purpose, imposing on them confidentiality obligations no less restrictive than those set out in this clause and remaining liable to BONDALTI for any breaches attributable to them. The Supplier further undertakes to adopt appropriate technical and organisational measures to protect confidential information against unauthorised access, use or disclosure, including, in particular, access control policies, information asset management, and encryption of data in transit and at rest. The confidentiality obligation does not apply to information which the Supplier demonstrates, by means of sufficient documentary evidence, (i) was already in the public domain at the time of its disclosure, without any breach of this obligation, (ii) was lawfully disclosed to it by a third party not bound by any confidentiality obligation, or (iii) was developed independently, without recourse to BONDALTI's confidential information. Should the Supplier be legally obliged to disclose confidential information to any administrative, regulatory or judicial authority, it shall, to the extent permitted by law, inform BONDALTI in advance of such an

obligation and limit the disclosure to what is strictly required, cooperating with BONDALTI in adopting measures designed to protect the confidentiality of the information. The very existence and content of the Purchase Order and the contractual relations between the Parties shall be deemed confidential and may not be disclosed or used as a commercial reference without the prior, express and written authorisation of BONDALTI, except where such disclosure is necessary to comply with legal obligations or court orders. Upon request by BONDALTI or upon termination of the contractual relationship, the Supplier shall return or destroy, in accordance with BONDALTI's instructions, all confidential information received and any copies thereof, unless its retention is legally required, in which case the Supplier must continue to treat the information in accordance with the confidentiality obligations set out herein. The obligations set out in this clause shall remain in force for the duration of the Purchase Order and for a period of 5 (five) years following its termination, without prejudice to the fact that, in relation to trade secrets and other information whose value depends on its continued confidentiality, such obligations shall remain in force for as long as such information retains that nature.

30. **Promotional Material:** The Supplier shall refrain from making any reference to the commercial relationship with BONDALTI in any information or promotional material, unless BONDALTI has given its prior written consent.

31. **Personal Data Protection:** In accordance with Regulation (EU) 2016/679 (GDPR) and the applicable national legislation on the protection of personal data, we hereby inform you that BONDALTI CHEMICALS, S.A., with company registration number 500832234 ("Data Controller") will process the personal data of the Supplier, as well as that of its legal representatives, authorised agents and contact persons provided in connection with the conclusion and performance of this contract, for the following purposes: (i) management of the contractual relationship: data processing necessary for the performance of the contract to which the data subject is a party (Article 6(1)(b) of the GDPR); (ii) accounting, administrative and tax management: processing necessary for compliance with legal obligations to which the Data Controller is subject (Article 6(1)(c) of the GDPR), including those set out in the applicable tax legislation; (iii) record-keeping and operational contact: processing based on the legitimate interest (Article 6(1)(f) of the GDPR) of the Data Controller in ensuring operational traceability and the continuity of the commercial relationship. The data will be retained for the duration of the contractual relationship and, following its termination, will be kept in a blocked state for the applicable statutory limitation periods. In particular, the data may be retained in a blocked form until the liabilities arising from the contractual relationship become time-barred and, in the event of administrative, judicial or arbitral claims, until the decision bringing them to an end becomes final and during the respective enforcement periods. The data may be disclosed to tax authorities, banking institutions, insurance companies, legal advisers and judicial bodies, whenever this is necessary to comply with legal obligations or to defend the interests of the Data Controller. Where, in the course of performing the Contract, the Supplier processes personal

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data on behalf of and in accordance with the instructions of BONDALTI, as a data processor, the Parties must first enter into a written data processing agreement, in accordance with Article 28 of the GDPR. Data subjects may exercise their rights of access, rectification, erasure, objection, restriction of processing and data portability by sending a written request to Lagoas Park, Building 6, 2nd Floor B, 2740-244 Porto Salvo, Portugal, or via the email address rgpd@bondalti.com. They may also lodge a complaint with the competent supervisory authority. The Supplier guarantees that it has duly informed its representatives and contact persons of the content of this clause and of the processing of their data by BONDALTI prior to the relevant communication.

32. Relationship between the Parties: The relationship between the Parties is that of two legal entities independent of one another and vis-à-vis third parties; consequently, neither Party, nor their respective employees or other staff involved in the supply of the Products and/or the provision of the Services, acts as a representative, agent, mandatary or representative of the other; nor shall the acts or omissions of one Party give rise to any form of obligation binding the other Party vis-à-vis third parties. Personnel employed by the Supplier are subject solely and exclusively to the Supplier, and no employment relationship of any kind shall be established between such personnel and BONDALTI.

33. Partial Invalidity: Any provision of the General Terms and Conditions that is deemed invalid, unlawful, unenforceable or void shall not affect the validity of the remaining provisions, unless it is shown that the Contract would not have been entered into had that provision not been included.

34. Waiver: No waiver of any provision of the Contract or of any right or obligation of either Party shall be effective unless made in writing. The failure of either Party to exercise a right shall not constitute a waiver of that right.

35. Sustainability, ESG Information and Due Diligence: The Supplier undertakes to cooperate with BONDALTI in relation to its policies, commitments and legal obligations regarding sustainability, including environmental, social and governance (ESG) matters, by providing, in a comprehensive, accurate, consistent and timely manner, all information and data requested for the purposes of assessment, monitoring, due diligence, risk management, compliance and reporting. The Supplier undertakes, where requested, to respond to questionnaires and assessments relating to sustainability, human rights, the environment, ethics, responsible procurement or ESG assessment, as well as to provide indicators, metrics, supporting documentation, certifications, declarations, policies, procedures or other elements reasonably necessary for the assessment of its compliance and performance. The Supplier further undertakes to cooperate fully with any verification, assessment, audit or due diligence processes carried out by BONDALTI, either directly or through third parties, in relation to sustainability, ESG and human rights, including those necessary to comply with applicable legal and regulatory obligations, and shall grant access to its premises, documentation, records and other relevant information.

The Supplier undertakes to ensure that its subcontractors and suppliers directly involved in the fulfilment of the Purchase Order comply with obligations equivalent to those set out in this clause, including in relation to due diligence on sustainability matters, and shall be liable to BONDALTI for any breach thereof. Failure to comply with the obligations set out in this clause constitutes a breach of the Contract, entitling BONDALTI to suspend its performance and/or terminate the Contract, in accordance with the general terms set out in these General Conditions, without prejudice to the right to compensation for any damages suffered.

36. Ethical Conduct and Human Rights: BONDALTI conducts and carries out its commercial activities free from illegal, unethical or fraudulent practices, seeking to progressively incorporate ethical, social and environmental concerns into its operations in order to reduce, in a gradual and sustained manner, the impacts of its activities. The Supplier declares that it has read and agrees with the content of BONDALTI's Code of Ethics, Sustainable Procurement Policy, Human Rights Policy and Supplier Code of Conduct, available at www.bondalti.com, and undertakes to fulfil its contractual obligations and to act in accordance with BONDALTI's professional and ethical practices as set out therein, in the version in force on the date of the Purchase Order or as subsequently communicated by BONDALTI. The Supplier declares and warrants that it complies with, and ensures compliance by its directors, employees, subcontractors and suppliers directly involved in the execution of the Purchase Order, with all applicable legislation relating to anti-corruption, money laundering, terrorist financing, international sanctions (including, in particular, restrictive measures adopted by the United Nations and the European Union and the respective national implementing legislation), competition, human rights, labour rights, health and safety, and environmental protection, and shall take the necessary measures to ensure compliance with such principles throughout its value chain. The Supplier further declares and warrants that neither it nor its directors and beneficial owners are included on any relevant international sanctions lists, nor are they owned or controlled, directly or indirectly, by persons included on such lists, and undertakes to inform BONDALTI promptly of any change to this situation and of any inclusion on such lists, of any subcontractors or suppliers directly involved in the fulfilment of the Purchase Order. BONDALTI reserves the right to verify compliance with the provisions of this clause, in accordance with the terms set out in these General Conditions, including by conducting audits. Failure to comply with the obligations set out in this clause constitutes a breach of contract, entitling BONDALTI to immediately suspend the performance of the Contract and/or to terminate it by written notice to the Supplier, in particular if the performance of the Contract becomes contrary to restrictive measures or other applicable legal provisions relating to international sanctions, without prejudice to BONDALTI's right to compensation for any losses suffered.

37. Precedence: In the event of any conflict between these General Terms and Conditions, the Purchase Order, any special terms agreed between the Parties and any proposals, general terms or other documents of the Supplier, the following shall prevail, in this

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order: (i) the special terms agreed between the Parties; (ii) the Purchase Order; (iii) these General Terms and Conditions; and (iv) any documents from the Supplier, only to the extent that they have been expressly accepted in writing by BONDALTI.

38. **Governing Law and Jurisdiction:** Portuguese law shall apply to the resolution of any disputes arising from the interpretation,

performance or termination of the Contract, to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods. In the event of a dispute, the Parties submit to the jurisdiction of the courts of Lisbon, Portugal, expressly waiving any other forum.

May 2026

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