

1. **Application and acceptance of the General Conditions of Sale (“GCSs”).**

These GCSs will be applicable to the sales of products made by FIELTROS Y TEJIDOS INDUSTRIALES, S.L. (“FYTISA”) to the Customer and derived from orders placed by the Customer and accepted by FYTISA. At the moment when the Customer places the order, the Customer expressly accepts these GCSs and the application thereof to the order and to delivery of the requested products, given that these GCSs have been placed at the Customer's disposal prior to having placed the order. The GCSs are also published on FYTISA's website at www.fytisa.com.

Any change to these GCSs must be expressly accepted by FYTISA in writing in order to be applicable.

The application of any general purchasing conditions of the Customer or other conditions of the Customer is excluded.

2. **Request for and acceptance of orders.**

Only those orders that are placed in writing and sent to the email address, customers@fytisa.com / logistic@fytisa.com, in which the Customer must indicate the type and quantity of requested products, as well as the requested delivery date, will be considered valid. The sales agreement of the requested products will only be understood to be perfected and binding if the order is expressly accepted by FYTISA, which has a maximum period of 10 business days as from receipt of the order to communicate its acceptance. If FYTISA has not communicated the acceptance of an order by the time that period has elapsed, then the order will be understood to be rejected for all purposes. In this regard, FYTISA reserves the right to expressly or tacitly reject any order without leading to any liability for FYTISA. The Customer may not cancel or modify an accepted order, whether totally or partially, without the written consent of FYTISA.

3. **Delivery of Products: deadlines, transport and risks. Transfer of ownership.**

FYTISA will make every effort to comply with the delivery deadline requested by the Customer, although that deadline will not be considered binding or essential. Thus, barring cases of criminal intent or bad faith, FYTISA will not be liable for any damages caused by delivery delays. The partial delivery of an order will be understood as an independent sale for all purposes.

The delivery of products will be made in accordance with the international commercial terms (Incoterms) of the International Chamber of Commerce, as per the 2020 version and the subsequent adaptations thereof agreed to between FYTISA and the Customer, according to which agreed terms the products will be delivered and the risks will be transferred to the Customer. In default of any express pact before acceptance of the order by FYTISA, the products will be delivered at the facilities of FYTISA located at, Calle Fonoll,1 ,025286 Olius, Spain at which time it will be understood that the risk of the products is transferred to the Customer, with the Customer therefore assuming all liability for transport of the products, which must be contracted and paid for at the exclusive expense thereof (Incoterm 2020).

The Customer will confirm acceptance of delivery of the products by signing the corresponding delivery note. For all purposes, the products will become the property of the Customer at the moment of delivery.

4. **Reception and conformity.**

Any claim for visible defects in the products or due to differences in the type and/or quantity of the requested products must be communicated by the Customer to FYTISA in writing within 10 days after signing the corresponding delivery note, which, in accordance with the provisions of the preceding General Condition 3, the Customer must proceed to sign in confirmation of receipt of the products. Hidden defects must be communicated within 5 days following the discovery thereof, and in any event within 10 days following delivery of the products proved by signing the delivery note. Once said claim periods have expired, it will be understood that the Customer has accepted the products, and thereafter FYTISA will not admit any claim and will not assume any liability for defects that might be claimed.

When, in the proper time and manner as set forth in the preceding paragraph, the Customer duly reports any product-related defect, FYTISA will, within 30 days following the date of notification by the Customer, be authorised—at its sole discretion—to pay the Customer the price at which the products were acquired by the Customer or request that the Customer return the products to FYTISA within 15 days following the date of the return request, with the Customer paying for all shipping expenses. In the event of a return within that period, within 30 days following receipt of the defective products, FYTISA must, at its sole discretion, either pay the Customer the price at which the products had been purchased by the Customer or send replacement products to the Customer at no cost, consequently cancelling the invoice of the replaced products and issuing a new one. The only compensation or indemnification to which the Customer will be entitled is the aforementioned replacement of the defective items or payment of the price thereof in the indicated manner, and FYTISA is not liable for any damages that could be derived for the Customer because of the delivery of defective products or the delivery of products in a quantity and/or with a class other than that which was agreed.

The Customer will have no right to submit any claim over products delivered by FYTISA if, once delivered, they have been modified, manipulated, altered, damaged or stored in any way that could affect them negatively, unless it could be demonstrated that there was a manufacturing defect that had occurred before delivery.

5. **Prices. Expenses and taxes. Revision.**

The sale prices of the products to the Customer will be those contained in the FYTISA price list in force at the time when an order is placed or, in default thereof, those that are agreed to between FYTISA and the Customer and that are recorded in the order confirmation made by FYTISA. Prices will be established: (i) excluding applicable taxes, which will be applied at the rates in force at the time when the corresponding invoice is issued; (ii) in the event that delivery at a place other than the facilities of FYTISA had been agreed to, including the transport expenses and all other corresponding costs and expenses for delivering the Products in accordance with the agreed Incoterm.

FYTISA will have the right to modify the prices of the products at any given time, although the new prices will not be applicable to orders placed by the Customer and accepted by FYTISA prior to said modification, except in the case of orders with a duration of over 6 months. In this latter case, the new prices will be applicable to the delivery or deliveries made after said modification, as long as the modified prices had been expressly accepted by the Customer. For this purpose, if a price revision occurs while an order is in force and the duration of that order is longer than that which is indicated, then FYTISA must notify the Customer so that the Customer can state their agreement or disagreement within a period of 5 days as from the receipt of said notification. In the event of disagreement or no response from the Customer within the indicated period, then the order will be understood to be cancelled for all purposes with respect to any pending delivery or deliveries.

6. Invoicing. Forms of and periods for payment.

The price must be paid by the Customer to FYTISA against each delivery of product within the maximum period of thirty (30) days as from the issue date of the corresponding invoice by FYTISA after having delivered the product, by means of bank transfer into the bank account indicated on the actual invoice.

A delay by the Customer in paying the price of each delivery of product made by FYTISA will, for the Customer, create the obligation to pay the amount of the bank expenses (or any other type) and of any inconveniences caused by such non-payment, as well as the late interest that might accrue in accordance with "*Law 3/2004, of 29 December, which establishes measures to fight against late payment in commercial transactions*", without prejudice to the authority of FYTISA to cancel any pending deliveries or require advance payment for the same, as well as make a claim for those damages that it could have been caused.

7. Liability and warranties.

FYTISA only guarantees that the products are in conformity with the specifications and characteristics that are shown in the data sheet thereof. FYTISA is relieved of any other liability for defects in its products. Barring a mandatory legal provision to the contrary or barring express indication by FYTISA of the existence of a longer period for any specific product, the maximum period of said liability assumed by FYTISA will be 2 years as from delivery of the products. Therefore, once said period has elapsed, the Customer may not make any claim from FYTISA for any damages derived from the existence of defects in the products.

FYTISA will not be liable for the use, application or end purpose of the products. Therefore, the Customer will be liable for assessing and determining the uses, applications and end purposes given to the products, therefore assuming—while holding FYTISA completely harmless—full liability for such use and for any damages that could be derived from the improper use or application of the same. FYTISA will not be liable for any defects that could appear on the products after having been manipulated or transformed. FYTISA also will not be liable for damages to the products derived from improper storage or upkeep.

In any event, FYTISA will not be liable for any indirect, consequential or incidental damages; for lost profit; or for losses of business, income, production, goodwill or any other loss or stoppage; or for

damages sustained by a third party. The liability of FYTISA is limited, barring criminal intent or serious negligence by FYTISA, to reimbursement of the price of defective products or replacement of the same (in both cases assuming the return expenses thereby caused), as long as the claim takes place within the periods provided for in these GCSs.

8. **Force majeure.**

Force majeure will include any circumstance beyond FYTISA's reasonable control that prevents due compliance with its obligations, such as pandemics, government or regulatory measures or limitations, war or hostilities, disturbances, strikes, lockouts or other actions by workers, lack of raw materials, etc., and whose effects cannot be avoided through the appropriate or reasonable measures (at reasonable costs).

In the event that FYTISA became subject to a total or partial breach of its obligations or to a delay in compliance therewith due to an event of force majeure that affects FYTISA itself or its carriers or suppliers, then FYTISA will be relieved of compliance with its obligations while the circumstance that had caused such impediment or delay continues.

The Customer, due to such eventuality, will not be entitled to cancel orders or make a claim for damages against FYTISA regarding said breach or such a delay in compliance, and deliveries and compliance with obligations will resume as soon as possible after such eventuality has ended or has ceased to exist, unless said eventuality extended for a period of more than 3 months, in which case the Customer may proceed to cancel orders without being entitled to make a claim for damages against FYTISA.

9. **Cancellation of partial deliveries.**

Without prejudice to any other remedies provided for in these GCSs and in applicable laws, including the claim for damages that could have been caused to it, FYTISA will be entitled to cancel orders in progress accepted by FYTISA in the following events:

- The existence of default of payment by the Customer to FYTISA.
- The Customer declares bankruptcy or has filed a request to initiate bankruptcy proceedings. Likewise, when the Customer fails to meet its payment obligations with third parties, ceases to pay bills duly accepted by it, is subject to the seizure of its assets or, in general, if, as a consequence of any court or administrative proceeding, the temporary or permanent receivership of its assets were declared or if the forced payment procedure over the same were declared, as well as if any other similar legal or private action or procedure took place that could lead to an identical result, or in the event of any other causes clearly leading to bankruptcy in fact or to the threat of bankruptcy of the Customer.
- Due to termination of the Customer's legal personality.
- Whenever a change of control in the Customer might occur. "Control" must be understood as (a) the power to govern the financial and operating policies of a company in order to earn a profit from

its activities; or (b) a relationship between two or more persons that is included among any of the circumstances provided for in Article 42 of the Commercial Code. In this regard, the Customer is bound to notify FYTISA immediately about any change of control that might occur.

10. **Intellectual and industrial property.**

FYTISA reserves all intellectual and industrial property rights over its products, as well as over any design documents (such as plans, drawings, sketches, depictions, etc.), software, technical documents, samples, catalogues, brochures, illustrations and similar, know-how, technology, information, services and materials related to the products, all of which is subject to the protection granted by applicable legal provisions on intellectual and industrial property.

11. **Confidentiality.**

Any information provided by FYTISA to the Customer regarding its business, regarding the sales of its products or regarding the manufacturing process of the same will be considered confidential. The Customer is therefore bound to not disclose it to any third party and to not use it for a purpose other than that for which the products were purchased from FYTISA.

12. **Applicable law and jurisdiction.**

These GCSs and the contractual relations between FYTISA and the Customer are governed by common Spanish legislation, excluding any rules concerning the conflict of laws.

For any matter or discrepancy that could be derived from the interpretation and/or execution of these GCSs and the contractual relations between FYTISA and the Customer, they submit to the Courts and Tribunals of Rubí (Barcelona), hereby waiving any other jurisdiction to which they could have a right, unless any other jurisdiction were applicable by law. The aforementioned notwithstanding, in the event of a breach by the Customer of any of its obligations to FYTISA, the latter may exercise its corresponding legal actions in the competent Courts and Tribunals of the registered address of the Customer.

13. **Partial nullity.**

The invalidity, nullity or lack of enforcement power of any provision contained in these GCSs will not affect the validity or efficacy of the remainder of these GCSs. In such event, FYTISA and the Customer will, in good faith, negotiate a valid, legal and enforceable provision for the purpose of replacing the provision in question under terms that are as similar as possible.