

### 1.- ACCEPTANCE AND MODIFICATION

These General Terms and Conditions shall apply to all offers, quotations, orders, agreements, and deliveries related to the sale of goods or services (hereinafter "the merchandise") by PLASTICOS FRANCES, SAU (hereinafter "the Seller") and with the implied consent of the Buyer, unless a written agreement accepted by both parties is reached.

### 2.- SPECIFICATIONS

The Seller reserves the right to make any changes to the specifications of the merchandise that are required to comply with any applicable legal or safety requirements, or that do not materially affect its quality or performance.

In the event that any production processes need to be subcontracted by the Seller, it will ensure the same standards of quality and hygiene, either through certification from the subcontractor or through its own means of control and auditing.

### 3.- ORDERS

The delivery and shipment deadlines shall be counted from the acceptance of the order unless otherwise indicated in the order confirmation, and in any case, they shall be considered indicative.

No order accepted by the Seller may be cancelled by the Buyer, except with the written consent of the Seller, and in any case, the Buyer shall bear the costs incurred by the Seller up to the time of cancellation.

### 4.- PRICES

The price of the merchandise to be supplied by the Seller shall be as stipulated in the corresponding order confirmation issued by the Seller.

Any modification of the order or quotation not provided for therein shall lead to the updating of the price of the goods or services.

### 5.- PAYMENT

In relation to payment terms, these shall not exceed what is established in current regulations (Directive 2011/7/EU of February 16 and its subsequent modifications).

The Seller reserves the right, at any time, to require full or partial payment of the amounts due and payable, according to the current contract.

In case of default by the Buyer with respect to any payment, the Seller may suspend work, delay delivery, or cancel the contract or contracts, retaining any payments in progress or advance payments already received.

The Seller reserves the right to charge interest at the legal rate on all overdue and unpaid amounts.

The Seller reserves the right to charge any expenses arising from the non-payment of the invoices issued in the name of the Buyer.

### 6.- DELIVERY

In cases of force majeure that hinder the manufacture or delivery of the merchandise, the seller shall have the right to delay it without any obligation of compensation in any case.

Force majeure shall be considered any external, unforeseeable, or inevitable circumstance that affects the fulfillment of this obligation and, in general, any cause beyond the control of the seller.

The Seller shall not be liable for any loss, damage, or expense resulting from a delay in delivery.

The Seller reserves the right to make partial deliveries unless otherwise expressly and in writing agreed upon. When this occurs, each delivery shall constitute a separate contract (to which these conditions shall apply mutatis mutandis), and the Seller's failure to deliver one or more of the orders or any claim by the Buyer regarding one or more of the orders shall not entitle the Buyer to consider the Contract as canceled.

### 7.- BUYER'S OBLIGATIONS UPON DELIVERY

The loading and/or unloading operations of the goods at the Buyer's premises shall be the responsibility of the Buyer, who must have the necessary means for this purpose.

The Seller shall not accept any responsibility or charge for such operations. The Buyer shall carefully examine the merchandise upon delivery and shall notify the

Seller within 7 days from the delivery date of any errors in the quantity or description of the merchandise. In the event of damage caused by transportation (prior to delivery), it must be noted on the delivery note or document by the transport agency at the time of delivery and subsequently notified to the Seller.

It is understood that the person signing the delivery note for the merchandise (whether from the customer or the transport agency) is authorized to do so and is therefore a representative of the Buyer, who is responsible for payment of the delivery note or invoice.

### 8.- PROPERTY RIGHTS OVER THE MERCHANDISE

The Seller shall remain the owner of the merchandise until full payment is received, as well as any other amount due from the Buyer to the Seller.

### 9.- WARRANTIES AND LIABILITIES

The Seller shall not be liable in any case for the consequences of improper storage and/or handling of the products as specified in their technical data sheet. (This information can be obtained either through our website: [www.plasticosfrances.com](http://www.plasticosfrances.com), or by requesting it at the email address [info@plasticosfrances.com](mailto:info@plasticosfrances.com)).

The Seller shall have no liability for any defects arising from normal wear and tear, intentional damage, negligence, misuse, or alteration.

The Seller shall have no liability under such warranty (or any other warranty or condition) if the total price of the merchandise has not been paid by the payment due date.

In the event of a valid claim notified to the Seller under these Conditions, the Seller shall have the right to repair or replace the defective merchandise at no cost or, at the Seller's discretion, to refund the Buyer the price of the merchandise (or a proportional part of the price) but the Seller shall cease to have any liability towards the Buyer. Any other compensation for damages or interest is excluded.

### 10.- RETURNS

Regarding any merchandise return covered by the Buyer's rights stipulated in these sales conditions, the Buyer shall act as follows:

10.1 In any case, and prior to any return, the customer must necessarily contact the Seller's sales department.

10.2 Returns shall be made through the transport agency indicated by the Seller, upon receipt of a collection order issued by the Seller. The Buyer may also return the merchandise with freight prepaid, waiving any subsequent charges to the Seller. If not, the merchandise will be rejected.

10.3 The merchandise shall be returned in its original packaging and adequately protected against damage and contamination during transport, although the risks thereof shall be borne by the party making the return.

10.4 The merchandise shall be returned with the original labels, which guarantee traceability within the quality and product safety system. Without the original labels, no merchandise return shall be accepted.

### 11.- TRADEMARKS, PATENTS, AND OTHER INDUSTRIAL RIGHTS

Regarding flexographic printing, the Buyer is responsible for complying with current regulations regarding patent rights, registered designs, copyright, or other third-party industrial property rights, in the design or artwork; thereby releasing the Seller from any liability in this regard.

### 12.- APPLICABLE LAW

The buyer accepts these general sales conditions, expressly waiving their own purchasing conditions.

These Sales Conditions shall be governed and interpreted in accordance with current Spanish and European Law and Regulations.

The parties submit to the exclusive jurisdiction of the courts of the Seller's registered office.

### 13.- NULLITY

If any competent authority declares the nullity or partial or total invalidity of a provision in these Conditions, the validity of the other provisions of these Conditions shall remain in force.

**The Seller reserves the right to update and/or modify the content of these General Sales Terms and Conditions at any time without prior notice, so it is recommended that the Buyer periodically verify them.**