

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope of Application

These GENERAL TERMS AND CONDITIONS OF PURCHASE, hereinafter MYTA GTCP, shall apply to all procurement and supply transactions, hereinafter the PURCHASE, in which SA de Minería y Tecnología de Arcillas, hereinafter MYTA, is the buyer or acquirer of goods, machinery or other property, hereinafter the OBJECT OF PURCHASE, for which no specific contract endorsed by MYTA and the SELLER has been issued.

They shall be published for general knowledge for all SELLERS on the MYTA website. (<https://myta.es/>).

These MYTA GTCP apply as of December 2025 until they are replaced by subsequent terms and conditions.

### 2. PURCHASE Documentation

The PURCHASE is documented in the MYTA order, hereinafter the ORDER, and, where applicable, in the document in which the SELLER accepts the ORDER.

Acceptance of the ORDER by the SELLER shall entail acceptance on their part of these MYTA GTCP for said PURCHASE, which shall be the only terms and conditions governing said transaction, even in the event that the SELLER holds another set of terms and conditions of sale or similar document, whose application shall be fully replaced by these terms and conditions.

If the SELLER wishes to introduce in the PURCHASE any other clause, covenant or condition other than those governing the ORDER or in these MYTA GTCP, the SELLER shall expressly request them in their ORDER acceptance document and obtain express written confirmation of their request from MYTA. Reference to their general terms and conditions shall be deemed null and void unless expressly accepted in writing by MYTA.

In the absence of an acceptance document for the ORDER, the ORDER shall be understood to be accepted by the SELLER with the start of any work and/or performance of any act involving the start of execution of the ORDER.

### 3. Price and Payment Method

The price and payment method shall be specified in the ORDER. In the event no payment method is specified in the ORDER, the price shall be paid via confirming bank service on the 5th, 15th or 25th of the month, based on which is closest 45 days after the invoice for the OBJECT OF PURCHASE.

Invoices must be issued within five days from delivery of the OBJECT OF PURCHASE. The BUYER must have received the invoice in order to pay it.

In the event the OBJECT OF PURCHASE consists of recurring supply, invoices corresponding to said supply shall be issued fortnightly.

Invoices shall be sent to [apgglobal@apgglobal.samca.com](mailto:apgglobal@apgglobal.samca.com).

### 4. Delivery Point, Date and Conditions

The delivery place, date and conditions shall be indicated in the ORDER.

Delivery must be accepted by MYTA provided it is done on the delivery date indicated in the ORDER and the OBJECT OF PURCHASE complies with the integrity of the ORDER specifications and what is required by applicable Spanish law as at the delivery date for acquisition by MYTA and for use in industrial work or any type of job.

The OBJECT OF PURCHASE shall not be considered delivered until the documentation required in the ORDER and by law to transfer title of the OBJECT OF PURCHASE, as well as the documentation required to obtain any permit and authorisation necessary for it to function.

If the OBJECT OF PURCHASE is wrapped at delivery, analysis is required to determine its quality or if quality control done by the MYTA shows the OBJECT OF PURCHASE fails to meet the agreed-upon quality, MYTA may reject the OBJECT OF PURCHASE within a period of seven days from delivery of the OBJECT OF PURCHASE. The SELLER must then take it back at the SELLER's cost and responsibility.

MYTA may report any hidden flaws and defects of the OBJECT OF PURCHASE at any time within the 6 months following delivery of the OBJECT OF PURCHASE.

In the event of a discrepancy about the quality of the OBJECT OF PURCHASE between MYTA and the SELLER, said discrepancy shall be submitted to the opinion of an official body competent in the field, selected by MYTA for an alternative analysis, with its opinion being binding for both parties. The costs of said opinion shall be paid by the losing party.

In the event of failure to comply with the delivery date, MYTA may choose

- (i) To cancel the ORDER and reject delivery of the OBJECT OF PURCHASE, in which case, the SELLER must return the amount previously paid by MYTA as well as any damages caused by the SELLER, or;
- (ii) To accept it applying a penalty equivalent to 5% of the ORDER amount for each week of delay, with a ceiling of 50% of the PURCHASE price. Said amounts may be deducted from the amount pending payment from MYTA.

## **5. Guarantee**

In the absence of a covenant in issuing an extended warranty, the SELLER guarantees the OBJECT OF PURCHASE for a period of two (2) years beginning on the date when the OBJECT OF PURCHASE was delivered. This period will start again in the event of any repair or the replacement of the guarantee over the OBJECT OF PURCHASE pursuant to this clause.

The guarantee covers all repair and/or replacement costs for the OBJECT OF PURCHASE, in terms of labour and material and other costs including but not limited to travel, subsistence expenses, transport, etc., which shall all be exclusively borne by the SELLER.

## **6. Industrial and Intellectual Property**

The SELLER guarantees that the OBJECT OF PURCHASE does not infringe upon any third-party industrial property rights. Moreover, the SELLER shall hold MYTA harmless against any liability it may incur with relation to the OBJECT OF PURCHASE arising from any third-party industrial property rights regardless of the concept involved and shall immediately reimburse MYTA for all amounts it has had to paid in view of the foregoing.

## **7. Assignment and Subcontracting**

Neither of the parties may transfer the rights and obligations of the ORDER without written consent from the other party, with the sole exception that MYTA may transfer the ORDER in full or in part to any of the companies part of its corporate group.

## **8. Expenses**

MYTA and the SELLER shall pay their own corresponding expenses in accordance with the Incoterms set forth in the ORDER, or, failing that, pursuant to the delivery conditions stipulated therein.

## **9. Tax**

With the exception of VAT, which shall be borne by the legally responsible party, any other tax associated with the PURCHASE shall be paid by the SELLER.

## **10. Cancellation of the ORDER by MYTA**

In the event of non-compliance, failure to comply on time, and/or defective compliance with any of the SELLER's obligations, MYTA shall have the right to notify cancellation of the ORDER in full or in part or to suspend its execution in full or in part, with the SELLER being liable for any damages caused by MYTA's cancellation.

This shall be done via written notification from MYTA to the SELLER, with no need for warnings of non-compliance or legal intervention.

## **11. Data Protection**

Any personal data of natural persons – the Data – provided in relation to the PURCHASE by one of the parties to the other, either by their representatives, workers, workers of a subcontractor or any other natural person – hereinafter the Data Subjects – shall be processed by the other party exclusively for the purpose of carrying out the PURCHASE and complying with all legal and contractual obligations arising therefrom.

The Data shall be kept over the course of the performance of the PURCHASE and, once it has been completed, as long as necessary to comply with any legal obligations.

For the purposes of enabling Data Subjects to exercise their rights of access, rectification, erasure, objection, restriction of processing and portability of their Data in the cases provided for by law, with regard to the Data provided to the Buyer, the following email address has been designated: [datospersonales@samca.com](mailto:datospersonales@samca.com).

Data Subjects may also file claims with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

## **12. Compliance**

The SELLER hereby declares that it is familiar with the SAMCA Group's Code of Ethics and Compliance Policy, available here: <https://gruposamca.com/cumplimiento-normativo>, and it undertakes to behave, be it directly or through its suppliers, contractors and/or subcontractors, for the duration of the Purchase Order, pursuant to the applicable legislation at all times and the SAMCA Group's Code of Ethics and Compliance Policy. The SELLER's failure to comply with SAMCA Group's Code of Ethics and Compliance Policy shall be cause for cancellation of the PURCHASE.

## **13. Confidentiality**

The SELLER undertakes to treat any information obtained by virtue of the performance of the PURCHASE (hereinafter the "Information") and to use it exclusively to fulfil the obligations arising therefrom.

Neither of the parties shall upload, introduce or use the information gathered to prepare or carry out the PURCHASE in any way on any public or private artificial intelligence tool and/or model, hereinafter LLM, including LLMs hosted by external suppliers, unless the LLM and/or associated processing environment is protected such that its content is not accessible for any unauthorised person.

#### **14. Applicable Legislation**

The PURCHASE shall be governed by Spanish law.

The parties expressly waive any other venue or jurisdiction to which they may be entitled and agree to submit to the courts of Zaragoza, Spain any discrepancy or dispute related to the validity, interpretation, compliance or performance of the MYTA GTCP as well as the acts and transactions included therein.

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