

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope of Application

These GENERAL TERMS AND CONDITIONS OF SALE, hereinafter MYTA GTCS, shall apply to all sales transactions, hereinafter the SALE, in which SA de Minería y Tecnología de Arcillas, hereinafter MYTA, is the seller or supplier of goods or any other tangible property, hereinafter the OBJECT OF SALE, for which no specific contract endorsed by MYTA and the BUYER has been issued.

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

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

2. SALE Documentation

The SALE is documented in the MYTA offer, hereinafter the OFFER, and, where applicable, in the acceptance of the OFFER by the BUYER.

Acceptance of the OFFER by the BUYER shall entail acceptance on their part of these MYTA GTCS for said SALE, which shall be the only terms and conditions governing said transaction, even in the event that the BUYER 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 BUYER wishes to introduce in the SALE any clause, covenant or condition other than those governing the OFFER or in these MYTA GTCS, the buyer shall expressly request them in their OFFER acceptance document and obtain 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 OFFER, the OFFER shall be understood to be accepted by the buyer with the start of any work and/or performance of any act involving the start of execution of the OFFER.

3. Price and Payment Method

The price and payment method shall be specified in each OFFER.

The price may be modified, in which case the BUYER has the power to withdraw from the contract within 2 days from notification of the new price.

Payment shall be made with no deduction, compensation or withholding of payment by the BUYER.

4. Delivery Point, Date and Conditions

The delivery point, date and conditions shall be indicated in the OFFER.

MYTA and the BUYER shall pay their own corresponding expenses in accordance with the Incoterms set forth in the OFFER, or, failing that, pursuant to the delivery conditions stipulated therein. The INCOTERMS shall be interpreted pursuant to the official Incoterms published by the International Chamber of Commerce at the date on which the Offer is accepted.

The agreed upon payment dates must be complied with by the BUYER in all cases, including if transport or delivery is delayed by MYTA.

Delivery must be accepted by the BUYER provided the OBJECT OF SALE complies with the integrity as specified in the OFFER.

The BUYER shall review and acknowledge the quantity and quality of the OBJECT OF SALE at the time of delivery. Once reviewed and acknowledged, the OBJECT OF SALE shall be considered accepted by the BUYER, who waives any claim against MYTA.

The BUYER shall have a period of five calendar days to report any hidden flaws and/or defects arising in the OBJECT OF SALE, after which time the BUYER shall lose all rights to take action or make claims in this regard against MYTA.

After the above-mentioned periods of time with no written claims made by the BUYER to MYTA, the OBJECT OF SALE shall be understood to be accepted and the BUYER shall lose all rights to take action or make claims against MYTA in these regards.

If the OBJECT OF SALE is wrapped at delivery, analysis is required to determine its quality or if the inspection of the OBJECT OF SALE after unpacking or quality control done by the BUYER shows the OBJECT OF SALE fails to meet the agreed-upon quality, the BUYER may reject the OBJECT OF SALE within a period of four days from delivery of the OBJECT OF SALE.

In the event of a discrepancy about the quality of the OBJECT OF SALE between MYTA and the BUYER, 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.

If the BUYER rejects delivery of the OBJECT OF SALE within the stipulated period pursuant to the provisions of the paragraphs above and having demonstrated said object does not comply with the promised quality, MYTA shall take back the OBJECT OF SALE and be responsible for and bear the justified costs entailed thereby.

The BUYER shall never have the right to return an accepted OBJECT OF SALE or one whose deadline for reporting defects has passed.

5. Transfer of Risk and Title

The risk of damage to or loss of the OBJECT OF SALE shall be transferred pursuant to the INCOTERM specified in the OFFER.

The OBJECT OF SALE shall remain the property of MYTA until it has received full payment. Notwithstanding that MYTA may accept bills of exchange, promissory notes or cheque as a payment method, the credit claim shall only be satisfied once MYTA has received irrevocable payment from the bill of exchange or promissory note or irrevocable deposit of the cheque.

6. Guarantee

MYTA guarantees that at the date of delivery the OBJECT OF SALE possesses the technical specifications set out in the OFFER.

In any other case, MYTA does not guarantee any use the BUYER or their customers may make of the OBJECT OF SALE or of its potential applications, its suitability for the use intended by the BUYER or their customers, any defects beyond its control, especially if

they are due to normal wear and tear, false information provided by the BUYER, improper maintenance, failure to follow operating instructions or improper use of any material.

7. Transfer

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

8. Tax

VAT and any other tax, tariffs or other costs associated with the SALE shall be paid by the BUYER.

9. Cancellation of the SALE by MYTA

In the event of non-compliance, failure to comply on time, and/or defective compliance with any of the BUYER's obligations, MYTA shall have the right to cancel the SALE in full or in part, with the BUYER being liable for any damages caused by MYTA's cancellation. The cancellation shall be carried out via written notification from MYTA to the BUYER.

10. Limitation of Liability

MYTA's liability is limited to the replacement of the OBJECT OF SALE causing damage or the price paid for it. In no event shall MYTA's liability include indirect, consequential or lost profit damages, which shall be borne by the BUYER.

Said limits shall not apply in the event of malice by MYTA. Said limits also shall not apply when there is a covenant in such regard executed by MYTA and the BUYER, in which case the covenant shall stand.

11. Industrial Property

The BUYER recognises that MYTA has full ownership of a set of trademarks and distinctive signs, and that they identify the origin of the products they sell.

In no event does the OBJECT OF SALE transfer any license and/or transfer of use by MYTA to the BUYER, related to the products, their composition and/or the trademarks or distinctive signs owned by MYTA.

The BUYER expressly assumes all risk related to the use or sale of production, individually or in combination with other materials or a manufacturing operation in a process, of the OBJECT OF SALE.

12. Data Protection

Any personal data of natural persons – the Data – provided in relation to the SALE 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 SALE and complying with all legal and contractual obligations arising therefrom.

The Data shall be kept over the course of the performance of the SALE 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 MYTA, MYTA has designated the following email address: datospersonales@samca.com.

Data Subjects may also file claims with the Spanish Data Protection Agency (www.aepd.es).

13. Compliance

The BUYER 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 sale, pursuant to the legislation applicable at the time and the SAMCA Group's Code of Ethics and Compliance Policy. The BUYER's failure to comply with SAMCA Group's Code of Ethics and Compliance Policy shall be cause for cancellation of the SALE.

14.- Confidentiality

The BUYER and SELLER undertake to treat any information obtained by virtue of the performance of the SALE (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 SALE 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.

15. Applicable Legislation

The SALE 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 GTCS as well as the acts and transactions included therein.
