

MSM'S SALES CONDITIONS

1. Scope of application

These sales conditions –hereinafter, **MSM'S GSC**- shall apply to all the purchase/sales or supplies –henceforth, the **SALE**-, in which MINERA DE SANTA MARTA, SA -hereinafter, **MSM**- is the seller or supplier of merchandise or any other movable good –hereinafter, the **SALES ITEM**- for which no specific contract has been entered into by MSM and the BUYER.

They shall be published for the general knowledge of all the BUYERS in MSM's website.

MSM'S GSC shall apply from the date May 19th, 2023, until they are substituted by other subsequent conditions.

2. Documentation of the Sale

The sale is documented in MSM's offer –henceforth, the **OFFER**- and, where applicable, in the acceptance of the OFFER by the BUYER.

The acceptance of the OFFER by the BUYER will entail the acceptance by the latter of MSM'S GSC in that SALE, which shall be the only ones that will regulate it, even in the case where the BUYER may set out some general or similar purchasing conditions, whose application shall be fully substituted by these conditions.

If the BUYER wants to insert any clause, pact or condition into the SALE that is different from those regulated in the OFFER or in MSM'S GSC, the BUYER must expressly request it in its offer acceptance document and obtain from MSM its express written conformity with said request. The reference to its general conditions shall be considered as not being made unless they had been expressly accepted in writing by MSM.

In the absence of an OFFER acceptance document, the beginning of any work or the implementation of any act by the BUYER shall be understood as accepted by the latter, or the performance of any act by it that involves starting to carry out the OFFER.

3. Price and payment method

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

4. Delivery place, date and conditions

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

MSM and the BUYER shall pay the expenses that correspond to each of them according to the Incoterms set out in the OFFER or, failing that, according to the delivery conditions established therein.

Delivery must be accepted by the BUYER whenever it is done on the delivery date indicated in the OFFER and the SALES ITEM meets the integrity of the OFFER specifications.

The BUYER shall review and perform the recognition of the SALES ITEM, regarding quality and quantity when it is delivered. Once it is checked and the recognition carried out, the SALES ITEM shall be considered accepted by the BUYER, with the latter waiving any claim against MSM. In addition, the BUYER shall have a period of 30 calendar days to report any flaws or hidden defects that may be present in the SALES ITEM, after which the BUYER will lose any action and right to file a claim for this reason against MSM.

The BUYER shall never have the right to return an accepted SALES ITEM or one whose period for reporting defects has transpired.

If the SALES ITEM is delivered packaged or if conducting an analysis is necessary to determine its quality, or if the inspection of the SALES ITEM after unpacking or the BUYER's quality controls make it clear that the SALES ITEM does not comply with the agreed quality, the BUYER can reject the SALES ITEM in the period of seven days from the delivery of the SALES ITEM.

In case of a disagreement concerning the quality between MSM and the BUYER, it shall be submitted for an expert opinion from an official organisation competent in the subject, chosen by MSM, in order to conduct an alternative analysis, with this opinion being binding on both parties. The costs of this opinion shall be paid by the party against whom the disagreement is decided.

If the BUYER has proceeded to reject the SALES ITEM in the delivery period and if it is accredited that it did not comply with the promised quality, MSM must remove the SALES ITEM, with all the expenses that this entails being payable by a GRES ARAGÓN.

5. Guarantee

MSM guarantees that the SALES ITEM has the technical specifications listed in the OFFER.

The SALES ITEM is sold without further guarantees and without any type of promise by MSM with respect to its possibilities of processing, potential applications and marketability.

In case there exists an additional guarantee by MSM, this guarantee shall be written in the strict terms in which it was granted.

In any other case, MSM does not guarantee the use given to the SALES ITEM by the BUYER or by its different clients, or its potential applications, or its aptitude for the use for which the BUYER or its clients destine it.

6. Catalogues and documents

The data of the SALES ITEM contained in the catalogues and technical documents are binding only if it is explicitly stipulated in them as such.

All the documents supplied by MSM to the BUYER must be considered as exclusive property of the former, having to be considered confidential and not being able to be assigned, under any circumstance or by any title to third parties or copied or used without the prior written consent of the Seller.

If the order is not carried out, all the catalogues and other documents delivered must be returned immediately to the Seller.

7. Assignment

Neither of the parties may assign the rights and obligations of the OFFER without the written consent of the other party.

8. Taxes

The VAT and any tax associated with the SALE shall be paid by the BUYER.

9. Suspension of the Sale by SAMCA

In case of non-compliance, lack of timely compliance and/or the defective compliance of any of the BUYER's obligations, MSM shall have the right to suspend the execution of the SALE totally or partially, with the BUYER being liable for any damage and losses this suspension may cause SAMCA. The suspension will be done by means of a written notification from MSM to the BUYER.

10. Reservation of ownership

MSM will continue being the owner of any merchandise supplied in a SALE until the complete payment of the price of this SALE is received. The BUYER authorises MSM to register its reservation in public registries or archives, and it will be obliged to give any signature required for this.

11. Packing materials

The BUYER will acquire ownership of the packing materials of the SALES ITEM unless:

- a) In the packing material it is indicated that MSM or a third party claims the reservation of its ownership; or
- b) The OFFER or the documents that accompany it include a reservation of ownership in favour of MSM or of a third party.

In such cases, it shall be as provided in the previous Condition: "Reservation of ownership".

12. Liability Limit

MSM's prices are prepared and negotiated based on the fact that its maximum liability towards the BUYER for any item is limited to the price paid for the SALES ITEM causing the damage. In no case shall MSM's liability include indirect and consequential damages, which will be assumed by the BUYER. These limitations shall not apply in case of MSM's wilful misconduct. Neither shall these limitations be applied when there is an agreement in this sense signed by MSM and the BUYER, in which case it will be according to what is agreed.

In case of claims related to the use, sale or distribution of the sold or delivered products, individually or in combination with other products, ingredients or packing materials, or any other claim related to MSM's GSC, the right of the BUYER to file a claim and MSM's liability shall be limited to changing such products or to refunding the sale price, at MSM's choice.

13. Data Protection

The personal data of natural persons -the Data- that are provided or have been provided in relation to a SALE, by one of the parties to the other, whether they are of their representatives, workers, subcontractors' workers or any other natural person -hereinafter the Stakeholders-, shall be processed by the other party exclusively for the purpose of carrying out the SALE and to comply with all the legal and contractual obligations derived from it.

The Data shall be preserved during the execution of the SALE and, once this has ended, while it is necessary in order to comply with any legal obligation. The Parties can preserve their respective copy of the contract on paper or on digital medium according to their respective filing rules.

So that the Stakeholders may exercise, in the legally provided cases, the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, with respect to the Data provided to the Seller, the following e-mail address is designated: datospersonales@samca.com.

The Stakeholders may also present a claim to the Spanish Data Protection Agency (www.aepd.es).

14. Language

In case of discrepancy between texts in Spanish and texts in any other language related to the sale of the merchandise, the text in Spanish will prevail.

15. Compliance

The BUYER declares that it knows the Code of Ethics and the Compliance Policy of the SAMCA Group, which have been made available through the following link <https://gruposamca.com/cumplimiento-normativo>, and it undertakes to maintain, either directly or through its suppliers, contractors and/or subcontractors, during the execution of the Purchase Order, conduct in keeping with the current laws at every moment and with the Code of Ethics and the Compliance Policy of the SAMCA Group.

16. Applicable Legislation

The SALE shall be governed by Spanish legislation.
