

General Conditions of Sale (GCS) – March 2024

Applicable to business transactions in territories other than Spain with companies and public and public-private entities.

1. Definitions

Company: FUCHS LUBRICANTES, S.A.U. with registered office at C/Ferralla, 27, Polígono Industrial de San Vicente, 08755 Castellbisbal / Barcelona - Spain, and holder of Tax ID A48033930 (hereinafter also as FUCHS or the Company).

Purchaser / Customer: This refers to the natural person or legal entity that has business relations with the Company by purchasing its Products or Services.

Order confirmation: This refers to acceptance of the Customer's purchase order issued by the Company through the usual means.

Products: These are the Products and Services that are the object of the Company's purchase and sale relationship with its Customers, within its business activity.

2. General

- 2.1. In our business relations with the Customer, these General Terms and Conditions of Sale (GCS) shall apply exclusively. We do not recognize the general terms and conditions of our Customer unless we have expressly agreed to their validity in writing.
- 2.2. Our GCS shall also apply to all future deliveries and services to the Customer until a more recent version of our GCS comes into force.
- 2.3. Individual contractual additions and deviations from these GCS shall only be effective with our express consent.
- 2.4. The terms "Company", "we", "us" or "our" used in these GCS shall be construed as follows "we", "us" or "our" etc. used in these GCS and refer to FUCHS LUBRICANTES, S.A.U.

3. Conditions of supply for Customers who are not considered consumers

- 3.1. If the Customer is not considered a consumer pursuant to Spanish Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the Protection of Consumers and Users, that is when the Customer is acting for purposes related to its trade, business or profession, only our GCS will apply. The Customer's terms and conditions will not be accepted if they are contrary to or differ from our GCS unless express written consent to their validity has been given.
- 3.2. Supplies of Product will be made in the packaging notified to the Purchaser and under FCA Castellbisbal terms in accordance with the latest review of INCOTERMS 2020, unless the agreed terms are otherwise.
- 3.3. The unloading operations of the Products at the Customer's premises will always be the Customer's responsibility. Notwithstanding the foregoing, the Company will be responsible for up to a maximum of three hours' waiting time at the Customer's premises in the case of tanker supplies.
- 3.4. Delivery dates indicated in the order confirmation will be approximate. The Company will use reasonable efforts to supply the Products on the agreed delivery dates but will not incur any liability for any consequences resulting from a delivery delay.
- 3.5. The Customer is responsible for having adequate storage capacity to receive the quantity of Product ordered. Any damages caused to FUCHS or third parties as a result of not having such storage available at the time of delivery will be payable by the Customer.
- 3.6. In the event of receiving of damaged containers, the Customer will clearly state this on the delivery note. Otherwise, the Company will not accept subsequent claims.
- 3.7. Product specifications are those listed on the product data sheet and certification documents. FUCHS guarantees that its Goods comply with Spanish and European regulations but cannot guarantee compliance with local regulation at the country of destination, which will be the sole responsibility of the Buyer.

4. Containers and waste treatment

- 4.1. Once the containers have been delivered to the Customer's facilities, the Customer will be fully responsible for them and for proper management of these, in accordance with applicable regulations, particularly in the areas of safety, environment and waste treatment.

5. Quantity

- 5.1. The quantity requested for the supply of the bulk products will be considered as approximate. The quantity supplied will be the one shown on the delivery note which, in any case, will be as close as possible to the quantity ordered.
- 5.2. Deliveries may be partial deliveries up to the total quantity requested.
- 5.3. For orders under €250, there will be a €25 surcharge to cover the costs of handling and management.

6. Product Quality

- 6.1. The Customer is fully aware of the characteristics and specifications of the Company's Products. FUCHS will not be liable for Product deterioration or for any damage that may result from its handling or storage at the Customer's premises.
- 6.2. In any case and in general, claims related to possible Product quality problems must be made within 14 calendar days from the date of delivery. If the Purchaser acts as consumer, the provisions of the applicable mandatory rules will apply.

7. Returns for non-consumer customers

- 7.1. No returns of goods will be accepted unless there is a justified discrepancy between the purchase order and the delivery of such goods, under the terms and conditions laid down in these GCS.
- 7.2. Even if the reason is attributable to the Company, Products returned more than 6 months after delivery will not be credited. If the Product is returned between 3 and 6 months from delivery thereof, 50% of the invoiced value will be credited, and if the period is less than 3 months, 100% of the invoiced value will be credited, provided that the price has been paid in full and the Product is in good condition. Notwithstanding the foregoing, in the event of justified claims proven by the Company, we shall be entitled, at our discretion, to remedy the defect or to deliver to the Customer Products free of defects.
- 7.3. In the event of an error in the Customer's request and in accordance with the aforementioned deadlines, the return shipping costs and the costs of reconditioning the Product, if necessary, will be deducted from the corresponding payment as a penalty. This is without prejudice to the Company's right to claim compensation for damages.

8. Prices

- 8.1. The price of the Products supplied will be the price notified by the Company to the Customer prior to the purchase order or, failing that, the general price list in force. If applicable, VAT and any other levy or tax in force at the time of invoicing will be added to such price.
- 8.2. If, after the Order Confirmation has been placed, there is a substantial change in costs or a change in the taxes or duties levied on the Products, the Company will inform the Purchaser of the corresponding increase and therefore of the new price of the Products.

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8.3. These new prices will apply unless the Purchaser has rejected them in writing within a deadline of 4 working days from the date of communication. In the event that, in accordance with the foregoing, the Purchaser does not accept the new price, the order will be deemed not to have been placed, without any liability on the part of the Company.

9. Excise Duties

- 9.1. The Products supplied by the Company are for industrial uses and are not intended for use as motor fuel or fuel.
- 9.2. In order not to charge the Customer with the Excise Duty pursuant to prevailing regulations, the Customer undertakes not to use the Products as fuel or motor fuel. Otherwise, the Purchaser will inform FUCHS in writing, so that FUCHS may levy the corresponding Excise Duty.

10. Form and terms of payment

- 10.1. The Customer will pay the invoiced amount by bank transfer, unless otherwise agreed. If SEPA direct debits are used, the pre-notifications of the debits will be instrumented by indicating the amount, due date and account detailed on the invoice.
- 10.2. Payment terms will be in accordance with the provisions of Spanish Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions, as amended. Late payment will entail a penalty to be borne by the Customer in accordance with the provisions thereof.
- 10.3. Notwithstanding any other provision of these Conditions, ownership of the Product will not be transferred to the Purchaser until the Company has received payment in full for the Product.
- 10.4. The Company may terminate the Contract if the Customer fails to meet his/her payment obligations to us or to a group company, in accordance with the provisions of Article 18 of Royal Legislative Decree 1/2010, of 2 July, which approves the revised text of the Capital Companies Act, without prejudice to the mandatory stipulations in the applicable regulations for Consumers and Users (Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users).

11. Registered trademarks and product names

- 11.1. The trademarks and names of the Products, as well as the models of some packaging are registered and belong to the Company and are protected by the Industrial Property Law.

12. Export Control and Embargo

- 12.1. The Customer is aware that all products covered by the provisions of these GCS may be subject to the export control regulations (in particular including any applicable embargo or financial penalty) of the respective exporting country and, where applicable, of the USA or Great Britain.
- 12.2. In the event of re-export of the Product by the Customer, the Customer shall be legally responsible for the correct classification of the Product in accordance with the export regulations and for obtaining all necessary export licences.
- 12.3. The Customer shall not, directly or indirectly, sell or re-export the Products (including technical support or services related to such Products, "Services") to/for use in Russia, Belarus, the territories of Crimea, Donetsk, Luhansk and any other self-proclaimed republic, if any, on the territory of Ukraine. In the event of a breach, the Company shall be entitled (i) to terminate all or part of the business relationship with the Customer with immediate effect, (ii) to stop any delivery of Products (including the provision of Services) with immediate effect, and/or (iii) to any other appropriate remedy (including, but not limited to, compensation for any damages, losses and expenses).

13. Remote sales

- 13.1. If the supply request is made through the Internet portal made available by FUCHS, the data recorded in FUCHS' computer systems constitute proof of all transactions carried out between FUCHS and the customer, unless there is evidence to the contrary. Once the order form has been filled in and the order has been recorded and sent (by means of the appropriate click), the contracting process will be completed and will imply full acceptance by the customer of the order and the applicable conditions.
- 13.2. The Purchaser who is considered a consumer will have a period of 14 calendar days from receipt of the Products to exercise their right of withdrawal with FUCHS without having to justify the reasons or pay a penalty.
- 13.3. If the Consumer Purchaser exercises the right to withdrawal within the deadline, the price of the Products purchased and the costs of delivery (except for the additional costs resulting from the choice by the Purchaser of a delivery method other than the ordinary method) will be refunded within 14 calendar days from the date on which the decision to withdraw was notified. The refund will be made through the same means of payment used by the Consumer Purchaser when purchasing the Products. The Consumer Purchaser may exercise its right of withdrawal by sending its wish to withdraw from the contract to the following e-mail address export.es@fuchs.com and furnishing the following information: (i) order/receipt/confirmation number; (ii) name and address of the Consumer Purchaser; and (iii) date.
- 13.4. Returns will be made in their original condition and in full (sealed packaging, accessories, etc.) allowing them to be marketed as a new product and accompanied by a copy of the purchase invoice for optimal processing.

14. Customer Service Department

- 14.1. We remain at your disposal at any time to help you. Contact us by calling (+34) 93 547 58 59 or by sending an email to the following address export.es@fuchs.com.

15. Nondisclosure

- 15.1. All information disclosed or made available by us to the Customer in connection with the Order Confirmation and/or the Contract, including but not limited to our business and prices, is confidential and must not be shown or disclosed to third parties. Moreover, such information must be used exclusively within the scope of the Order and/or the Contract and may only be made available by the Customer to persons whom it must necessarily involve in order to perform its contractual obligations under the Contract and only if such persons are duly bound to maintain confidentiality. For the remainder, the nondisclosure obligation will continue for three years following termination of this contract.
- 15.2. The information made available by us will remain our exclusive property. We reserve all rights to such information.

16. Data Protection (Organic Data Protection Law - LOPD / GDPR)

- 16.1. FUCHS LUBRICANTES, S.A.U. is the data controller for the processing of the personal data of the data subject and hereby informs you that this data will be processed in accordance with the provisions of prevailing regulations on personal data protection, Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and Spanish Organic Law 3/2018 of 5 December (LOPDGDD). Such processing will be carried out in order to process your order and maintain a subsequent business relationship with you. The processing is strictly necessary for this purpose. The data will be stored for no longer than necessary to maintain the

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purpose of the processing and for the duration of the business relationship. No automated decisions that may affect data subjects will be made. The data will not be disclosed to third parties, except for legal obligation or those providers linked to the data controller that act as Data Processors.

- 16.2. The data subject is informed that they may exercise the rights to access, rectification, erasure and portability of their data and those of restricting or objecting to the processing and, if they consider that the processing of personal data does not comply with the regulations in force, they also have the right to lodge a complaint with the Supervisory Authority (www.aepd.es). DPO contact details lpd.es@fuchs.com.

17. LSSICE-Information Society Services and E-commerce Law

- 17.1. If the Customer is not considered a consumer, FUCHS and the non-consumer Customer agree to exclude the obligations laid down in Articles 27 and 28 of Spanish Law 34/2002 on Information Society Services and E-commerce, regarding the provision of certain information prior and subsequent to contracting the Service.

18. Force Majeure

- 18.1. The Company shall not be liable for failure to comply with the obligations contracted in its commercial relationship when this is caused by force majeure, in the terms established in article 1.105 of the Civil Code. By way of example and without limitation, the following shall be considered to be causes of force majeure: natural disasters, war, terrorism, sabotage, labour disputes, shortages of raw materials and energy, non-delivery or insufficient delivery by previous suppliers, interruptions in transport and loading, interruptions in production, interruptions due to cyber-attacks, pandemics, fire and explosion damage and/or governmental decrees.
- 18.2. If the restriction due to force majeure lasts longer than three months, the Company is entitled - without prejudice to our other rights - to terminate the Contract in whole or in part.

19. Jurisdiction

- 19.1. If the buyer is a merchant pursuant to the Spanish Code of Commercial Law (Código de Comercio), the place of jurisdiction is the registered office of our company; we shall, however, have the right to sue the buyer, at our discretion, before a court of law where his business is registered or his subsidiary is located or before a court of law at the place of performance.

20. Final Provisions

- 20.1. Should any provision of these GCS and any additional agreements concluded become or become ineffective, the validity and/or enforceability of the remaining provisions shall remain unaffected by this fact.
- 20.2. With regard to contractual relations, the law of the place of our registered office shall apply exclusively to the exclusion of conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).