



**GENERAL TERMS AND
CONDITIONS FOR PURCHASES**



ROVENSA

— WELL BALANCED AGRICULTURE —

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **Definitions:** For greater clarity and understanding of the General Conditions, sets up the following terminology:
- (i) **Supplier** – any manufacturer, distributor or seller of any product and/or supplier of any service contracted by Grupo ROVENSA;
 - (ii) **Product** – an identifiable, durable or consumable product to be supplied under a Purchase Order and under the agreed terms, in writing, between the parties;
 - (iii) **Service** – a physical or intellectual activity to be performed pursuant to the Purchase Order that follows the agreed conditions, in writing, between the parties
 - (iv) **Supplier Agents** – companies not belonging to the Supplier, through which the Supplier satisfies its product supply obligations to the purchaser;
 - (v) **Annex** – means a document identified as such by the parties;
 - (vi) **Client or Clients** – means the Buyer and /or any other entity or company belonging to ROVENSA Group;
 - (vii) **Buyer** – means the Purchaser, identified as a signatory and/or other entity or company of ROVENSA Group;
 - (viii) **Supplier Documentation** - technical documentation per product, or customized product, in paper or electronic format agreed between the Parties;
 - (ix) **Buyer Equipment** – means the equipment, machinery and vehicles made available by the Buyer to the Supplier;
 - (x) **Supplier Equipment** – means all the machinery utensils, vehicles, instruments, equipment and any other materials or property, whatever its nature, of Supplier's property;
 - (xi) **Specification** – product requirements as agreed between the Parties;
 - (xii) **Force Majeure** – follows the meaning assigned to it in Article 9º;
 - (xiii) **Incoterms** – means the trade rules chosen for the delivery of the goods by the Supplier to the Buyer (Incoterms® 2010);
 - (xiv) **Law** – means all applicable Legislation including laws, ordinances, regulations, orders and other legal or regulatory instruments, in force at any time, at the Country and at the place of ROVENSA Group where the supply is done;
 - (xv) **Local** – means the place of delivery and/or unloading of the Product as defined by ROVENSA;
 - (xvi) **Purchase Order** – means a product request made by the Buyer, electronically sent or otherwise written, specifying among others, the quantities and the delivery plan, in this case in the Order Note;
 - (xvii) **ROVENSA Group** - The holding company. Integrates several companies in different business
 - (xviii) **Part** – means the Buyer or the Supplier, dependent of the context;
 - (xix) **Parts** - means the Purchaser and the suppliers (or purchasers in the case of more than one entity or company of ROVENSA Group);
 - (xx) **Delivery Note** - means the definition by the Buyer of the dates, quantities and place of delivery and communication to the Supplier of the product, of the integral or partial delivery, following the request made at the time of issuing the Purchase Order;
 - (xxi) **Price** - means the price to be paid by the Buyer to the Supplier, defined in the Special Conditions;
 - (xxii) **Product** - the product or products supplied by the supplier in accordance with the Special Conditions;
 - (xxiii) **Personalized Product** - The Product that is not listed in the product catalog and which results from a change, modification or adaptation in accordance with the will of the Parties, as described in the Special Conditions;
 - (xxiv) **Supplying Human Resources** - means agents, consultants, employees, including subcontractors, and any and all other persons who are providing services on behalf of the Parties under any provision made under these General Terms and Conditions;
 - (xxv) **Site or sites** - means the complex (es) or industrial complexes of the Buyer and / or entities and / or companies of Rovensa Group and / or any other place defined by Rovensa;
 - (xxvi) **ROVENSA** – Means each company held by Rovensa
2. **Modifications to the Order Note:** The supply of a Product or the provision of a Service will be performed and completed in accordance with the agreed technical specifications, terms and conditions, in writing, between the Supplier and ROVENSA.
- 2.1.** The Supplier is not authorized to make any modifications to the Purchase Order. Any change to its terms shall be deemed invalid unless ROVENSA and the Supplier agree in writing otherwise.
- 2.2.** The receipt, acceptance and / or payment of any Product or Service by ROVENSA shall not be construed by ROVENSA as acceptance of any unauthorized modifications to a Purchase Order introduced by the Supplier.
3. **Price:** The Price of the Product or Service specified in the Purchase Order (i) is fixed and is not subject to change unless ROVENSA and Supplier agree in writing otherwise (ii) constitutes the total amount due by ROVENSA to Supplier, including all taxes and costs incurred by Supplier.
- 3.1.** The Supplier invoice must reflect the terms of the Purchase Order. ROVENSA shall not be liable for any cost, expense or additional value not provided for in this Order Form.
4. **Payment:** Payment of invoices shall be made in accordance with the commercial conditions set out in the Purchase Order and in

accordance with the procedure described below, provided that the payment documentation has been delivered as specified in Article 5.

4.1 ROVENSA will make payment to Supplier through bank transfer to an account owned by the Supplier, and with the VAT identified in the Purchase Order. The bank details must be sent by letter, on letterhead, signed by the legal representative of the company, with powers for the act, in accordance with the updated commercial certificate. Any change should follow the same procedure.

4.2 ROVENSA shall not be liable for errors and / or payment failures arising from incorrect, incomplete or late information submitted by Supplier, as well as for amounts, refunds or expenses not provided for in the Purchase Order.

4.3. The acceptance by Supplier of the payment made by ROVENSA shall be deemed to be a waiver of any claim, right or legal action against ROVENSA for the provision of the Product and / or Service indicated in the Purchase Order.

4.4. Regardless of any payment, should ROVENSA detect any lack of conformity caused by the Supplier in the Products or Services, it may require the Supplier to replace those Products and / or Services, through repair or replacement, the appropriate reduction of the price or termination of the contract, as well as reimbursement of expenses incurred by ROVENSA to restore the Products or Services accordingly, including, in particular, transportation, labor and material costs, as well as those necessary to ensure continuity in the timely provision of Alternative Products and Services.

5. Purchase Order

5.1. ROVENSA formalizes the Purchase Order, which shows the quantities requested, the place and delivery time as well as other relevant commercial conditions.

5.2. The Purchase Order is issued and sent to the Supplier in writing for the addresses referred to in the Special Conditions.

5.3. The Supplier informs ROVENSA of the acceptance or rejection of the Purchase Order and / or delivery plan within five business days.

5.4. The Purchase Order must always be referenced in the Shipping Documents and Invoices, otherwise the materials / services will not be received and / or the invoices will be returned to the supplier.

6. Deliveries

6.1. Supplier shall promptly inform ROVENSA of any delays in deliveries and indicate a foreseeable date for compliance with the delivery plan.

6.2. The Purchaser may accept or reject the foreseeable date, having the right to impose any conditions for acceptance.

6.3. The proof of the quantities of the Product delivered is made as follows:

(a) In land transport - in accordance with the net weight / quantity indicated on the Supplier's delivery note, the net weight / quantity stated on the SAPEC / ROVENSA scale shall prevail where the supplier's delivery note omit the quantity of product supplied or a positive or negative deviation equal to or greater than 1% between

the net weight / quantity indicated on the supplier's bill of lading and that indicated on that scale if it is not possible to reach agreement in writing with the supplier;

(c) In cases where there is a greater divergence, and where the quantities referred to in the supplier's bill of delivery do not coincide with the quantities to be withdrawn, the local supply and the supplier must agree on the quantity to be invoiced in order for the invoice to be issued with quantity same as received so that the invoice must be issued in accordance with the tax legislation in force.

7. Acceptance of the Product or Service: Payment of the Purchase Order will only be made after receipt and full acceptance by ROVENSA of the Product or Service that conforms to its technical specifications and according to the commercial conditions of the Purchase Order, in accordance with Article 4.4.

8. Mandatory Documentation

In addition to the documentation that must be delivered in accordance with the contracted Incoterm rule, it is mandatory, when applicable, that the Product is accompanied by the following documentation:

a) In Maritime Transport:

- Certificate of analysis;
- Original Bill of Lading (BL);
- T2L;
- Product Safety Data Sheet

b) Inland/Road transport

- Shipping Document or packing list;
- CMR;
- Product Safety Data Sheet

8.1. Quality Certificates: The Supplier shall present certificates of conformity stating that the Product conforms to the technical specification approved by ROVENSA or certificate of origin, when the Supplier is a distributor or reseller.

8.2. When requested by ROVENSA, the Supplier shall present the technical publications, the test certificate of the Products and other documents defined in the specifications of the Products.

9. Transport and Risk Transference:

9.1. Costs and liability for the packaging, loading, transportation, insurance, receipt, discharge, storage, protection and delivery of the Product at the applicable place of destination, as well as the definition of the moment from which the risk of loss is transferred to the Buyer of the Product, derive from the Incoterm rule defined in the Special Conditions.

9.2. In the event that the definition in paragraph 1 is not followed, the costs and liability referred to in paragraph 1 of this Article 8 shall be borne by the Supplier and the transfer of the risk of loss of the Product shall be transferred to ROVENSA at the moment on what:

- a) When transport is of Supplier's responsibility, the transport is discharged at the Buyer's premises, or at a place indicated by him;

b) When transport is of ROVENSA's responsibility, the Product is loaded onto the means of transport at the Supplier's premises or at the place indicated by the Supplier;

9.3. In case of divergence between the provisions of the Incoterm rule defined in paragraph 1 of this Article 8 and any provision of these General Conditions or Special Conditions, the latter shall prevail.

10. Force Majeure:

10.1 Force Majeure Definition

10.1.1. In this Clause, "Force Majeure" means any exceptional event or circumstance:

- (i) which are beyond the control of either Party;
- (ii) which, reasonably, that Party could reasonably have foreseen prior to the acceptance of the Purchase Order; and
- (iii) that, once it has occurred, such Party could not, in a reasonable judgment, have avoided or exceeded it.

10.1.2 The Force Majeure may include, but not be limited to, the following events or exceptional circumstances, provided that the conditions set forth in 9.1.1:

- (i) war, hostilities, invasion or acts of foreign enemies;
- (ii) rebellion, terrorism, revolution, insurrection, military coup, usurpation of power or civil war;
- (iii) riots, demonstrations, disorders or strikes by any person, other than those relating to Supplier Personnel and other Supplier employees; and
- (iv) Natural disasters such as other earthquakes, hurricanes, typhoons or volcanic activity.

10.2 Force Majeure Notification

10.2.1 If a Party is or will be prevented from complying with any of its obligations under the Purchase Order due to a Force Majeure event, it is obligated to notify the other Party of the Force Majeure event, specifying the obligations under which is or may be impaired. The Notification must be made within 3 (three) days from the time the Party became aware of, or when it should have known, the event or circumstance that constitutes Force Majeure.

10.2.1 Following such Notification, the Party shall be released from the obligations identified while the Force Majeure is prevented from complying with them.

10.3 The affected Party shall make every reasonable effort to resolve and overcome the Force Majeure situation as soon as possible and in an economic way.

10.4 The obligations of each Party shall be suspended to the extent that and as long as their performance is prevented by Force Majeure.

10.5 If the Force Majeure situation continues for more than 30 days, the unaffected Party shall have the right to terminate the Agreement with immediate effect upon written notice to the other Party.

11. Relationship and Non-Exclusivity

11.1 Nothing in these General Conditions may be construed as placing the parties in a partnership or joint venture relationship,

and the parties shall not be entitled to bind or bind the other party in any way whatsoever.

11.2 Nothing in these General Conditions shall be construed or construed as granting ROVENSA any exclusivity to the Supplier with respect to the manufacture or sale of the products or services object of this instrument.

12. Return of Products: ROVENSA may return to the Supplier any Product that does not comply with the Quality Requirements (in the case of Chemical Products) and / or the Transport Policy, and the Supplier is obliged to reimburse ROVENSA for the incurred costs as well as the amounts due for the return of non-conforming Products.

13. Audits: The Supplier hereby agrees that ROVENSA and / or the competent authorities may inspect and / or audit their premises and the premises of their subcontractors at any time by prior notice 10 working days in order to ascertain the progress of activities and the compliance of its mandatory requirements for its activities. The Supplier undertakes to promptly comply with any technical guidance that may be suggested by ROVENSA, provided that such technical guidance does not in any way diminish the Supplier's responsibilities.

14. Internal Rules: At ROVENSA's premises, the Supplier will comply and guarantee its employees, contractors, directors and third parties to comply with all ROVENSA's internal regulations regarding the entry and stay of third parties at its premises.

15. Carrying out of work: Persons who perform work within ROVENSA's premises, in compliance with the contract, must comply with ROVENSA regulations. ROVENSA shall not be liable for any accidents that may occur to said persons at its premises, unless they have been caused by intent or gross negligence of the legal representatives or auxiliary executives of ROVENSA.

15.1 In order to perform the services, the Supplier shall be responsible for:

15.1.1 Equipment, instruments and means of communication and locomotion, hardware, furniture, uniform and protective equipment according to the work to be performed.

15.1.2. Provide full-time lifting platforms for work at heights, where applicable

15.1.3. Comply with all labor, safety, environmental and occupational health standards in force at ROVENSA and / or required by specific laws or regulations.

15.1.4. Develop a work safety plan based on the risk information of each area and equipment where the service will be executed, if applicable.

15.1.5. While promoting tests in the various systems use calibrated equipment and instruments (Mustimeter, Relay Calibrator, Contact Resistance Meter, Thermometer, Thermoscreen, Anemometer, etc.).

15.1.6. Issue technical report after each intervention.

15.2. The instructions included in *Standards to watch by External Companies* of ROVENSA delivered when awarding the Service must be observed and respected

16. Legislation Compliance: Without prejudice to any previous commitments, each of the parties declares and guarantees that, during the execution of the Purchase Order:

(i) it complies with and will continue to comply with all legal provisions applicable to relations with employees, protection of the environment and safety at work, and to take the necessary measures to reduce harmful effects on people and the environment, including without limiting environmental, safety, labor, tax, social security, anti-corruption and environmental legislation, of preventing and combating money laundering, as well as all other legal obligations as they are applicable to the obligations and activities set forth in the Purchase Order;

(ii) does not use and will not use in its activities child labor, forced labor or equivalent to slavery, in accordance with labor and health legislation, safety and hygiene in the work of the production sites of the Product or the execution of the Service;

(iii) The Supplier declares that it agrees and will fully comply with the provisions of the ROVENSA Code of Conduct. In addition, the Product provided to ROVENSA does not contain any substance whose use is prohibited and is in compliance with the applicable environmental legislation;

(iv) Through its services or products, the supplier is also committed to providing ROVENSA, solutions that enhance energy efficiency and improve energy performance at the Company's plants.

(v) The supplier ensures that it will comply with the requirements of the EU Regulation on chemicals (REACH) (Regulation (EC) No 1907/2006), including but not limited to the chemicals are registered for the use developed by ROVENSA, when Applicable. The buyer is not obliged to apply for authorization for a good delivered by the supplier in the context of the REACH Regulation.

(vi) The supplier must also ensure that it will not deliver goods that contain substances referred to in Annexes 14 (authorization) to the REACH Regulation, unless he has submitted authorization to ECHA for the use in question;

(vii) If the delivered goods contain substances listed in the Candidate List of Substances of which raise high concern (SVHC list) in line with REACH, the supplier must promptly notify the buyer of this by sending a form of Updated product safety data. The same applies in the case of pending deliveries if substances that were previously not on the list are then included on the list. The deliveries may moreover not contain asbestos or radioactive materials.

(viii) If substances referred to in paras. (vi) and (vii) are present in the delivered goods, the supplier must notify the buyer of this in writing prior to the delivery with reference to the substance, the identification number (e.g. CAS no.) and an up-to-date safety information page.

(viii) The supplier ensures that it will comply with the requirements of the EU Regulation on classification, labelling and packaging of substances and mixtures (CLP) (Regulation (EC) No

1272/2008), including but not limited to that the chemicals are classified, packaged duly and notified to the relevant official organisms according to the article 45 of CLP when applicable.

16.1. If ROVENSA or the companies that are part of it, will be the subject of fines, administrative offenses or other types of proceedings arising from failures of legal compliance attributable to the supplier, the supplier assumes all charges and diligence relating to the Processes.

17. Anti-Corruption: In line with its previous commitments, the manufacturer declares and warrants that it has never offered, promised, gave, authorized, requested or accepted any pecuniary or other improper advantage over any administrator, manager, consultant, employee, agent or representative of ROVENSA ("ROVENSA Related Persons") by virtue of the Purchase Order. The supplier further states that, within the scope of this Related Item Nr. The Supplier assumes the obligation to (i) not offer, promise, give, do not authorize, solicit, proactive any pecuniary or any other nature, any person Related to ROVENSA and (ii) have no undue influence About Us Person Related to ROVENSA, not in the space of the Purchase Order. The Supplier may not offer the same, or any other circumstance, any other person, whether it is pecuniary or otherwise.

17.1. The Parts undertake to comply with the General Data Protection Regulation (GDPR), in force as from 25 May 2018, specifically accepting the regulation of this issue as set out in the Privacy and Data Protection Policy which replaces any previous agreements regarding data protection. This Policy can be found at: <https://www.rovensa.com/privacy-policy/>

17.2. The Parts acknowledge and accept applicable Rovensa's Policies and voluntary assumed commitments such as UN Global Compact, amongst others.

18. Exportation Control: Without prejudice to any prior commitments, Supplier shall be responsible for informing ROVENSA whenever the Product or Service is subject to any control or subjected to national or international restrictions on the export, re-export, transfer or dissemination of materials, information or technical data, and in such cases shall provide all necessary documentation for use, export, re-export or transfer of the Product or Service in question.

19. Assignment of the contractual position: The Purchase Order may not be assigned, transferred or negotiated with third parties by any of the Parties, without the express written agreement of the other party.

The following provisions will only apply when there is NO agreement signed between ROVENSA and Supplier regarding the Product or Service object of the Purchase Order:

20. Acceptance of this Purchase Order

20.1 The Supplier shall, within five (5) business days, send confirmation of the acceptance of this Purchase Order to ROVENSA,

provided that, in the absence of any statement in contrary, within the said period, the Purchase Order shall be accepted by Supplier.

20.2 ROVENSA may, at any time, cancel this Purchase Order, in whole or in part, if Supplier proves unable to supply the Products or Services contracted, under the conditions set forth herein, at no additional cost, as well as in fraud, insolvency declaration or insolvency proceedings, and any other circumstances that may affect the performance of the Supplier in discharging its obligations.

20.3 ROVENSA may cancel or change any condition contained in this Purchase Order. If Supplier's costs are substantially affected by the cancellation or change requested by ROVENSA, Supplier shall notify ROVENSA and prove such fact within 10 (ten) business days of ROVENSA's cancellation or change request.

21. Advanced Deliveries: If Supplier delivers before the date set forth in the Purchase Order, ROVENSA shall have the right to refuse the Product or Service, as the case may be. If ROVENSA chooses to receive the Product or accepts the provision of the Service, the payment term will continue to be that established in the Purchase Order.

22. Delayed Deliveries: In the event of delay in the delivery of Products or performance of Services by the Supplier, ROVENSA reserves the right to refuse the receipt of these, without prejudice to any other rights provided by law that assist the ROVENSA. If ROVENSA chooses to receive the Products or Services, the term of payment will be pro rata extended.

23. Penalties: In case of default by the Supplier of the deadlines defined in the Purchase Order, for reasons not attributable to ROVENSA, ROVENSA reserves the right to apply the following penalties, without prejudice of compensation for the excess damage and the right to withdrawal the Purchase Order:

22.1.a) If the Supplier has not completed its obligations within the time limits, it will be subjected to a penalty corresponding to 0.1% (zero point one percent) for each calendar day of delay, calculated on the value of the position of the Purchase Order in which the good or missing goods are integrated;

22.1.b) If the non-compliance exceeds 10 (ten) calendar days, the penalty to be applied after the end of this period shall be increased to 0.5% (half percent), calculated in the same terms as in the previous paragraph, up to a maximum of 10%.

22.2. ROVENSA reserves the right to deduct the amount of the penalties in the payment of the Purchase Order.

22.3. If Supplier fails to demonstrate that it can timely correct the non-compliance of the materials and equipment, these may be rejected in whole or in part, incurring the Supplier's obligation to indemnify ROVENSA for all damages and losses thereof arising.

22.4. To the extent that they are established for the delay of the performance, the application of the penalties provided for within item 22.1 do not exempt the Supplier from the obligation to perform the contract.

24. Complaints:

23.1. Complaints shall be submitted to the Supplier in writing within ten working days from the date on which ROVENSA detects the non-conformance, malfunction or other irregular situation in which the Product is found

23.2. The Supplier undertakes, at its own risk, to remove the nonconforming Product and to replace it within 10 days of receiving the Complaint provided for in the previous number, considering that the Supplier acquires ownership of any Products that do not conform as soon as it receives the complaint.

23.3. If Supplier fails to comply with the provisions of the previous paragraph, ROVENSA may freely dispose of the Product in question, and the Supplier shall be obliged to reimburse it for any incurred damages.

25. Warranty: The Supplier undertakes to comply with the warranty terms of the Product and / or Service contracted by ROVENSA and undertakes to issue the respective warranty terms compatible with the Products or Services provided.

25.1. Supplier shall bear all costs related to the repair or replacement of the Products or Services during the warranty period, without prejudice to any other ROVENSA rights provided by law.

26. Civil Liability: The Supplier is liable, under the general terms of law, for any losses and damages in which ROVENSA, its subsidiaries, its representatives, its administrators and any third parties are incurred, due to situations of delay, defective compliance and definitive non-compliance attributable to the Supplier, including, without limitation, personal injury, illness, illness or death, environmental damage, breaches of intellectual property, property damage, lack of conformity of Products and others related to the purpose of the Purchase Order.

27. Insurance: The Supplier shall be responsible for celebrating and maintaining in force all the insurances required and necessary for the full compliance with the Purchase Order, in accordance with the provisions of these General Conditions, Particular Conditions of Order and / or Contract, in order to safeguard the position of ROVENSA in respect of all losses or damages occurring during the performance of the supply.

26.1. The Supplier is obliged to submit to ROVENSA, whenever requested, the proof of the established insurances under the terms of the previous number.

28. Confidentiality: The Supplier undertakes and obliges its employees, contractors, administrators and third parties to keep any and all information relating to ROVENSA and its subsidiaries, to which they have access to, confidential, and its disclosure to third parties is prohibited for any reason, without prior written permission from ROVENSA.

29. Jurisdiction and Applicable Law

29.1. If any provision of these clauses is held invalid, all other provisions shall remain in full force and effect.

29.2. The law applicable to the Purchase Order / Contract will be the place of fulfillment. Place of fulfillment shall be understood as the place where, according to the Purchase Order / Contract, the goods are to be delivered or the services rendered.

29.3. In the absence of a contract, the goods shall be deemed to have been delivered and services rendered at the headquarters of the corresponding company of the ROVENSA Group.

29.4. In the event of any disagreement as to the interpretation, execution or fulfillment of the Purchase Order / Contract, the parties will expressly submit to the ordinary courts of the place of fulfillment (delivery) of the Purchase Order / Contract.

29.5 Supplier and ROVENSA agree to the exclusive jurisdiction of the competent courts (i) in the country or State where the ROVENSA acquiring entity is located; or (ii), at ROVENSA's option, in the jurisdiction of supplier where the order was placed, or (iii) at ROVENSA's option, by arbitration. Supplier hereby waives all defenses of lack of personal jurisdiction and *non conveniens forum*.

30. Order of Precedence: The conditions set forth in this Purchase Order take precedence over any other, including those set forth in any Supplier terms and conditions, unless expressly agreed otherwise by ROVENSA and Supplier.

Version	Date	Description	Responsible
1.0	02/01/2020	Document creation	Procurement
1.1	31/10/2020	Footer change	Procurement
1.2	25/10/2021	inclusion of cover page and revision control	Procurement