

General Terms of Sale Torraspapel S.A. (sole shareholder company)

The sale of the Seller's products shall be governed by the present General Terms of Sale.

These General Terms of Sale are deemed to have been accepted without any reservations by the Purchaser.

Furthermore, application of the present General Conditions of Sale shall prevail over the Purchaser's general conditions of purchase.

Should the present General Conditions of Sale contradict or differ from the General Conditions of Sale approved by the Confederation of European Paper Industries, the former shall be applicable since they represent a special agreement entered into between the Purchaser and the Seller.

The Seller reserves the right to update and/or modify the contents of the present Terms of Sale at any time without prior notice, so the Purchaser is kindly advised to check them periodically.

1. Choice of the Product

The Purchaser is the sole responsible for choosing the product object of the sale and its end use. Therefore the Seller, in accordance with what is established in its catalogues, price lists and/or general product information, shall not be liable for nor does it guarantee that the product is suitable for the technical applications envisaged by the Purchaser, or to achieve totally or in part the Purchaser's objectives upon buying the products.

2. Transfer of risk

Unless otherwise stated in the invoice, risk shall be transferred to the Purchaser upon arrival of the goods at the delivery destination it had indicated or when the goods are put at Purchaser's disposal for collection (by the Purchaser itself or on its behalf) at the Seller's premises. The risk shall be transferred even if the Purchaser decides to delay such collection. Any possible complaints against the haulage contractor (whether for differences in quantities or damages during transportation) detected upon the arrival of the goods must:

- be made immediately on the delivery documents of the haulage contractor;
- be confirmed to the haulage contractor by registered letter with acknowledgement of receipt within three working days following the delivery date.

3. Delivery Terms

Shipment and delivery terms shall be computed as from the date of acceptance of the order and are merely indicative. The Purchaser will not be entitled to any damages in the event of delay in delivery.

In the event that the collection of the goods is the Purchaser's responsibility and the goods are not collected after having been made available, the Seller shall be entitled to store them or, after consulting with the Purchaser, deliver or sell them at the Purchaser's expense and risk. For subsequent deliveries, if the Purchaser continues without collecting the goods, the Seller will be entitled to terminate the contract cancelling consequently the part of the order pending delivery.

Any internal causes attributable to the Seller that may involve a shutdown, suspension or a temporary reduction in the Seller's production will entitle the Seller to an extension equivalent to the time of its duration. These internal causes however may not be used by the parties to justify the cancellation of orders, except in the event of force majeure.

4. Force Majeure

In the event of force majeure causes that may hinder the manufacture or delivery of the goods, the Seller shall be entitled to delay the delivery. Should these circumstances persist for over one month, the Seller shall be entitled to cancel the orders without any obligation to pay damages to Purchaser. The following causes shall be deemed, inter alia, as force majeure: strikes, lack of transport, accidents in mills, fires and, in general, any cause beyond the Seller's control.

5. Complaints

Only the complaints received via e-mail, letter or fax will be accepted. The deadline for complaints will be:

- five days from the arrival of the goods at the destination indicated by the Purchaser, in the event of clear non-compliance of the order in quality or quantity terms;
- before its use and at the latest within ten days from the date of arrival of the goods at the destination indicated by the Purchaser, if the defect or irregularity cannot be detected by a simple examination or elementary check;
- without delay and at the latest within six months from the arrival of the goods at their destination, in cases where the defect or the irregularity can only be detected by a thorough examination, a test or normal use on the machine of the goods purchased.

After notification of a complaint within the relevant deadline, the subsequent conversion of the goods object of complaint may only take place with the Seller`s approval. The part of the goods delivered and already converted may not be the object of any complaint. In any event, at least 90% of the amount of paper object of the complaint must be available, intact and perfectly identifiable. The detection of a defect in part of the goods delivered shall not release the Purchaser from the obligation to pay for the entire delivery within the agreed time limit, nor does it justify the total rejection thereof.

6. Price and Payment

Prices do not include the taxes applicable at the time in accordance with the current tax laws. Unless otherwise provided in writing by the parties:

- the goods shall be invoiced in accordance with the price list applicable on the date of delivery and may be modified at any time without prior notice;
- the prices contained in the price list do not include taxes and shall be limited to the quantities available in stock at the moment of receipt of the order
- the payment of goods shall be made in cash on delivery;
- the place of payment is the Seller`s registered offices.
- no cash payment discount will be applicable to orders paid with credit card.

6.1. Payment terms

Prices contained in the price list are valid for cash payments only. In the event of payment by instalments, the lack of payment of any of the instalments shall entail the advanced maturity of all debt.

Furthermore, in the event of staggered payment and deliveries, the lack of payment of one of the deliveries shall entitle the Seller to retain the future deliveries.

In these events of payment by instalments, the non-payment by the Purchaser of the first payment does not entitle it to cancel the order. Nonetheless, in the event of cancellation of the order for personal reasons, any advance payment already made shall remain the property of the Seller as damages.

judicial or extra-judicial liquidation proceedings of the Purchaser or, in general, any modification whatsoever in the legal status of the Purchaser which may affect its solvency, shall entitle the Seller to immediately request the payment of all credit related to all goods delivered and not paid for by the Purchaser.

6.2. Delays in the payment and deterioration of the Purchaser's credit rating

Failure to pay an invoice in due time will cause interest to be accrued to the debt at the average rate of interest published in the Spanish Boletín Oficial del Estado to be applied to commercial debts.

Should the non-payment by the Purchaser persist for eight days after having been formally requested to do so by the Seller, the latter may request the immediate payment of all invoices pending maturity, as well as the advanced payment of all deliveries pending at the date for confirmed orders.

Should the Purchaser's credit rating or solvency deteriorate, and in the event of delays Insolvency, in payments, the Seller may also request the granting of a real or personal guarantee to be provided by the Purchaser or payment in advance of the orders. In any event, if orders concerned are orders for paper not yet manufactured, the continuance of their manufacture may be subject to the provision of a real or personal guarantee or, alternatively at Seller's choice a request for the advanced payment of the goods.

Any breach by the Purchaser of the provisions set forth above shall grant the Seller the right to cancel the order and terminate the contract, as well as to claim for damages.

6.3. Conditions for discount

Should payments be made on a date prior to the date specifically agreed to with the Seller, a discount equivalent to at least the legal interest rate published in the Spanish Boletín Oficial del Estado at the date of payment, shall be applicable.

7. Environmental management of packaging and packaging waste

The final holder in Spain of industrial packaging waste is responsible for its delivery for proper environmental management in each case in accordance with Article 44 of Royal Decree 1055/2022 of 27 December, on packaging and packaging waste.

The final holder in any other Member State of the European Union of packaging waste or used packaging shall also be responsible for its proper environmental management in accordance with Directive 94/62/EC of the European Parliament and the Council of 20 December 1994 on packaging and packaging waste and the transposition legislation in each case.

1. Retention of title

The Seller reserves the full ownership of the goods sold until full and effective payment by the Purchaser of the price and amounts invoiced.

The Purchaser shall inform the Seller of any action taken by third parties that may affect the goods whilst still owned by the Seller. Furthermore, the Purchaser agrees to designate the Seller as beneficiary of the insurance policies corresponding to the goods over which there is a retention of title.

The Purchaser may convert or resell said goods in the course of normal commercial operations. The conversion of the goods object of the retention of title does not transfer the ownership thereof to the Purchaser. Should the conversion include other products not belonging to the Purchaser, the Seller shall obtain joint ownership over the new product to the extent of the value of the goods over which there is a retention of title.

The Purchaser shall assign to the Seller all the credit resulting from the resale of the goods, whether converted or not, subject in whole or in part to the retention of title. On Seller's request the Purchaser will have to notify this assignment to its own buyers.

The total amount of the credits assigned and charged by the Seller in such cases shall be applied, in the first place, to the payment of the agreed default interests and penalties. The remaining amounts, where appropriate, shall be applied to the payment of the amount of the invoices.

Furthermore, it is agreed that partial payments shall not prevent any possible judicial claim by the Seller based on its retention of title.

If any of the situations envisaged by the clause relating to price and payment of these General Conditions of Sale occurs, the Seller may cancel the sale and recover the goods, whether converted or not, object of this retention of title. Should the Seller recover the goods after conversion by the Purchaser and sold to a third party, the Seller must pay the Purchaser the difference between the value of these goods before and after conversion.

It is expressly agreed that the Purchaser shall not, under penalty of a claim for damages for abusive resistance, prevent the restitution of the goods upon Seller's first request in application of this right of retention of title. Should there arise any dispute on the form of restitution of the goods, the issue shall be left for the Courts of Barcelona, or for the courts of the Purchaser's registered offices or for those of the place where the goods are located, at the Seller's choice.

The goods so recovered shall be subjected to an expert's appraisal in order to assess their value. Said value shall be applied to the payment of the outstanding debts, including all and any interest, plus all expenses involved in the recovery of said goods (including the expert appraisal) and without prejudice of any possible damages which might be due by the Purchaser for the repair of any damages suffered by the Seller for the termination of the sale for non-payment of the price.

8. Penalties

Should the payment of the invoices be delayed beyond their due date and after a formal request has been sent to the Purchaser by the Seller, the Purchaser shall pay the Seller a penalty equal to 15% of the total amount of the debt, in addition to the

payment of the principal of the debt and the interest for delayed payment referred to above.

9. Compliance with the Code of Ethics

Buyer declares to know and accept the terms and conditions of the Code of Ethics implemented by the Company and undertakes to strictly abide by the mentioned Code. Buyer further undertakes to comply with the Modern Slavery Act 2015 and all other applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force.

The Code of Ethics is available on the Company's web site: www.torraspapel.com though the Buyer may ask for a hard copy at any time.

The non-compliance by the Buyer of any of the provisions of the mentioned Code of Ethics, or any applicable laws, regulations or statutes, shall be considered as a serious breach of the obligations under the present Agreement and shall entitle the Company to terminate immediately the Agreement, without detriment to seek any damages compensation.

10. Tolerance levels for the product

The tolerance levels set forth in the general conditions of sale approved by the Confederation of European Paper Industries shall be applicable. A copy thereof may be obtained by contacting CEPI directly at 250, Av. Louise, B-1050 Brussels, Belgium.

11. Privacy policy

Pursuant to the EU Regulation 2016/679 on Data Protection, we hereby inform you that:

- a) Your personal data shall be processed by TORRASPAPEL, S.A. (sole shareholder company) with the relevant tax identification number A58781402 and located in c/ Llull, 331, 08019 Barcelona, in order to satisfactorily perform any order (in all its terms) that you may place with us.
- b) The legal grounds for the processing of your data is the correct execution

and development of the contractual relationship between TORRASPAPEL, S.A. (sole shareholder company) and you.

- c) Your personal data shall be processed, duly protected with the appropriate safeguards while our contractual relationship may be in force.
- d) It is hereby expressly mentioned that TORRASPAPEL, S.A. (sole shareholder company). is the recipient of such data and you may exercise the rights of access, rectification, erasure, limitation of processing, opposition and portability in the legal terms provided for in the Data Protection regulations, before the controller by sending an email to the following address: privacy.torraspapel@torraspapel.com or a letter to the address set forth in section a) above.
- e) You may exercise the right to file a claim regarding the processing of your data before the relevant supervisory authority.

12. Jurisdiction

Any litigation, regardless of its nature, arising from the present sale, its fulfilment, execution and interpretation, shall be the exclusive jurisdiction of the Courts of the Seller's registered offices, i.e., the city of Barcelona.