

1. Scope of application

1.1. These general terms and conditions of sale (hereinafter referred to as the

"**Sale General Terms and Conditions**") shall apply to all sales of goods or products and the provision of services carried out by BASF Agricultural Solutions Spain, S.L.U. ("**BASF**") to natural or legal persons acting within the scope of its trade or business activity (the "**Buyer**").

1.2. The application of the general or specific conditions of the Buyer is hereby expressly excluded. Any deviation from these Sale General Terms and Conditions shall require the express prior written approval of BASF.

1.3. The contract between BASF and the Buyer (the "**Contract**") may consist of all, or some (one of the first two and the third), of the following documents:

- (i) the particular contract and/or agreement signed between the parties,
- (ii) the purchase order and its express acceptance,
- (iii) these Sale General Terms and Conditions.

In the event of contradiction or inconsistency between these documents, the order of priority indicated above shall apply, unless the parties have expressly agreed otherwise in the document referred to in paragraph (i). This order shall govern both the application of its provisions and the interpretation of the will of the parties.

2. Offer and acceptance

All offers from BASF are non-binding and do not create any obligation for BASF; they shall only be considered as invitations for the Buyer to submit a binding purchase order. Such purchase order from the Buyer shall require BASF's express acceptance to form part of the Contract. In the event that BASF's acceptance differs from the purchase order, the Contract shall be governed by the purchase order, unless the Buyer expressly rejects the new conditions set out in the acceptance within a maximum period of 5 days from its receipt. Product quality, specimens and samples, warranties

2.1. The quality of the goods is determined exclusively by BASF's product specifications.

Subjective requirements that exceed agreed product specifications and objective requirements are excluded.

Uses identified under the European Chemicals Regulation (REACH) that are relevant to the goods do not constitute an agreement as to the contractual quality of the goods, or as to their suitability for the use designated in the Contract.

2.2. The properties of the specimens and samples shall be binding only to the extent that they have been explicitly agreed to define the quality of the goods.

2.3. Accessories or instructions do not form part of the contractual obligations, unless otherwise specifically agreed. BASF's instructions are for informational purposes only and do not represent an agreement as to the particular properties or conditions of the goods, or as to their suitability for a particular use under the Contract.

2.4. Quality, shelf life and other parameters constitute a guarantee only if they have been explicitly agreed and designated as such.

3. Advice

Any advice provided by BASF is provided to the best of its knowledge. The advice and information provided regarding the suitability and application of the goods shall not relieve the Buyer from conducting its own investigations and tests, as they do not constitute an agreement as to the ownership or contractual terms of the goods, or as to their suitability for a particular use.

4. Pricing

If BASF's prices or payment terms are subject to a general change between the date of the Contract and the date of shipment (e.g. due to variations in exchange rates, wages, raw material prices, taxes or fees), BASF may apply the prices or payment terms in force on the date of shipment. In the event of a price increase, the Buyer shall have the right to withdraw from the Contract by notifying BASF within 5 days of the communication of the announcement of the price increase. After this period, it will be understood that the Buyer expressly accepts the new price.

The prices indicated do not include VAT, duties or customs fees, which will always be borne by the Buyer.

5. INCOTERMS Application, Delivery

5.1. Delivery will be made as agreed in the Contract. The commercial terms shall be construed in accordance with the most recent INCOTERMS as of the date of conclusion of the Contract. Deliveries will be made to the

address indicated by the Buyer.

5.2. BASF shall be entitled to make and invoice partial deliveries, provided that the goods delivered are useful in themselves (and not part of an indivisible whole), the delivery of the remaining goods is assured, and the partial delivery does not result in significant additional work or expenses for the Buyer (unless BASF expressly agrees to bear such expenses).

5.3. The delivery dates or times indicated by BASF are only estimates at all times, and are not binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed.

5.4. The Buyer agrees to accept the products diligently and as agreed between the parties. If the Buyer refuses or delays receipt of the purchased products, BASF may:

a) Require the Buyer to comply with its obligations, and the latter is obliged to pay the agreed price, including any amount pending payment, increased by the corresponding interest for late payment. At the same time, and without prejudice to the foregoing, BASF may store or deposit the products, reliably notifying the Buyer that they are at its disposal. All costs arising from storage or deposit shall be borne by the Buyer.

b) Terminate the Contract due to breach by the Buyer and, where appropriate, sell the products to third parties.

5.8. In any case, BASF shall be entitled to compensation for the corresponding damages.

BASF shall be entitled to defer further deliveries until the Buyer has fulfilled all outstanding payment obligations to BASF.

6. Damage during transport

The Buyer shall notify claims for apparent damage in transit directly to the carrier within the period specified in the contract of carriage or, failing that, at the time of delivery, and send BASF a copy of the notification, together with such supporting documentation as may be necessary to identify them.

BASF may subcontract the transportation of the products to third parties, while maintaining its contractual liability to the Buyer for the delivery of the goods.

It will be the Buyer's obligation to obtain the necessary licenses and authorizations for the export of the products and, where appropriate, for their transit through other countries, assuming all associated expenses and costs, including tariffs, customs fees and notifications required by the competent authorities, being responsible for any delay or cost derived from non-compliance with this obligation.

7. Compliance with legal requirements

Unless expressly agreed otherwise, Buyer shall be solely and exclusively responsible for compliance with all applicable laws and regulations regarding the importation, transportation, storage and use of the goods, bearing all costs, expenses and consequences arising from any such breach. This obligation includes, but is not limited to, the regular and correct completion of all necessary training in the handling and use of goods (including, but not limited to, the training required by the European Chemicals Regulation (REACH)).

8. Non-payment or late payment

8.1. No claim on deliveries of products may result in non-payment of one or more invoices.

8.2. Failure to pay all or part of the purchase price on the due date will constitute a breach of the essential obligations of the Contract.

8.3. In the event of total or partial non-payment by the Buyer, BASF shall be entitled to:

a) Charge default interest on the outstanding amount from the due date until its actual payment (without the need for prior payment order), at a rate of 9 percentage points above the basic interest rate published by the central bank of the country in which BASF has its offices on the payment due date, whether the amount has been invoiced in euros; or, if invoiced in any other currency, at a rate of 9 percentage points above the discount rate of the primary banking institution in the country of the currency invoiced at the time the payment is due.

b) Immediately suspend any outstanding delivery, without prejudice to its other rights, until full payment of the overdue amounts is received, without being considered a breach of BASF's obligations.

c) Demand immediate payment of all outstanding amounts, including any amounts that have not yet matured, where there is a partial default that BASF considers to jeopardize the performance of the

Contract.

- d) Exercise any other right provided for in these General Conditions of Sale or in the law, including the termination of the Contract due to breach by the Buyer and the claim for compensation for the corresponding damages.

9. Buyer's Rights Regarding Defective Goods

9.1. The Buyer shall inspect the goods for deficiencies in quantity or quality, as well as defects, immediately upon receipt. Any apparent defect must be reported to BASF without delay and, in any case, within 4 weeks of receipt, provided that the incident is recorded on the carrier's delivery note. If it is not recorded, the period will be 24 hours after delivery. Non-apparent defects must be reported without delay and in any event within 4 weeks of delivery. The notification must be in writing, and must accurately describe the nature and extent of the defects. It must also be accompanied by the supporting documentation that is necessary for its identification.

9.2. If the goods are defective and the Buyer has duly notified BASF in accordance with point 10.1, the Buyer may exercise its legal rights, provided that the following conditions are met:

- a) BASF shall have the right to choose between remedying the defect or supplying the Buyer with non-defective replacement goods.
b) BASF may make up to two attempts to comply with the provisions of point a) above. If these attempts fail or cause unreasonable inconvenience to the Buyer, the Buyer may withdraw from the Contract or demand a reduction in the purchase price.
c) Claims for compensation and reimbursement of expenses for defects shall be governed by the provisions of point 13.

10. Liability

10.1. Notwithstanding anything to the contrary, BASF shall only be liable for damages in the event of a defective, serious or intentional breach of its contractual obligations. BASF shall only be liable for direct damages and shall not be liable for indirect or consequential losses of any kind, including loss of profits, stoppage of production, loss of contracts or claims by third parties against the Buyer, even if BASF has been advised of or is aware of the possibility of such loss or damage and/or injury.

10.2. BASF's liability to the Buyer, regardless of cause or grounds, shall in any event be limited to the amount invoiced for the goods supplied giving rise to the claim. For these purposes, a series of interrelated events will be considered as a single event.

10.3. The limitations of liability set out in section 10.2 shall not apply in the following cases:

- a) Personal injuries that put life, physical integrity or health at risk, caused by negligence or willful misconduct by BASF.
b) Cases covered by quality assurance provided by BASF;
c) Buyer's claims under product liability laws.

10.4. BASF shall not be liable for any damage arising from or related to the improper, improper or non-intended use of the goods or for the unsuitability of the goods for the particular purpose assigned to them by the Buyer.

10.5. BASF shall not be liable for any damage resulting from its reliance on incorrect, incomplete or misleading information provided by the Buyer.

10.6. BASF shall not be liable to the Buyer for any failure or delay in the performance of its supply obligations where such inability or delay is due to the Buyer's having required compliance with legal or regulatory obligations relating to the European Chemicals Regulation (REACH).

11. Statute of limitations

11.1. The limitation period for any contractual or non-contractual claims of the Buyer (including, but not limited to, those based on material defects, eviction or hidden defects) shall be one year from receipt of the goods. In the event that the parties have agreed to a formal acceptance, this period shall begin to run from the date of acceptance.

11.2. The foregoing shall not apply in the following cases, in which the statutory limitation periods shall be maintained:

- a) Claims related to buildings or products intended for construction that cause defects in them.
b) Claims based on third party ownership, better rights of third parties ~~16.1~~ in general, on the existence of real rights of third parties over the assets.
c) Claims subject to mandatory statutory limitation or expiry periods.
d) In the cases listed in point 11.3.

12. Set-off, right of retention

The Buyer may only set off receivables with BASF or exercise retention
2 of 3

rights when the legal requirements for this are met. In the event that the claims are disputed, they may only be set off when they have been determined by a final judicial or arbitration decision.

13. Payment method

Regardless of the place of delivery of the goods or documents, payment must be made by bank transfer to the account designated by BASF and in the invoiced currency.

14. Payment guarantee

BASF shall be entitled to review and modify the payment terms agreed with the Buyer and to require advance payment and/or the presentation of a guarantee, as well as to suspend future deliveries to the Buyer until the Buyer complies with the new payment terms or submits the required guarantees. More specifically, inter alia, this provision applies where:

- a) the Buyer delays in properly making one or more payments; or
b) insolvency, liquidation, bankruptcy proceedings, or the investigation of these proceedings is dismissed due to a lack of assets, or in the event of liquidation or dissolution of the Buyer; or
c) proceedings, lawsuits and/or legal claims of a certain magnitude are initiated against the Buyer or any company of the business group to which it belongs; or
d) there is a material deterioration in the financial situation of the Buyer or the business group to which it belongs; or
e) downgrade the creditworthiness ratings of the Buyer (or its parent company) reported by any rating agency; or there is evidence of acts or facts of the Buyer that contravene any law and/or regulation in any field; or
f) the Buyer's annual balance sheet has not been registered/published in the relevant public register (e.g. Commercial Register) and/or in case a negative report on the annual balance sheet issued by the internal or external auditors is drawn up.

15. Force majeure

15.1. Performance of the obligations of the Contract shall be temporarily suspended and excused during the period of interruption to the extent that this is due to any cause or event beyond BASF's reasonable control; including, but not limited to: (i) fire, explosion, acts of nature, strike, lockout, accident, act of war or terrorism, cyberattacks, theft or loss of products, equipment malfunction, riots, civil commotion, embargo, breakdowns, power failures, or plant shutdowns, (ii) any regulation, law, order, or restriction of any governmental authority or court, or other similar governmental instrument ("**Governmental Authority**"). (iii) BASF's inability to obtain any required raw materials, energy sources, equipment, labour or transport, at prices and on terms that BASF deems feasible from BASF's usual sources of supply, (iv) epidemic or pandemic (declared or not officially declared by WHO), (v) upstream suppliers that are affected by any of the aforementioned events, or (vi) cases where such events cause the performance of the affected business to be unprofitable for the foreseeable future (collectively "**Force Majeure**"); provided that the obligation that is affected by any of the Force Majeure circumstances is not any obligation to make payments under the Contract from one party to the other party. BASF may, at its option, cancel the delivery/departure obligations of the quantities of products affected by the Force Majeure event without substitution and without liability. In the event of Force Majeure, BASF shall not be obliged to purchase any of the affected products, or any raw or intermediate materials related thereto, from third parties for delivery.

15.2. In addition, if, due to a Force Majeure circumstance, the quantity of product available to BASF is reduced at any time in such a way that it is insufficient to meet the totality of BASF's and its affiliates' own requirements and their contractual commitments for the supply of the product, then, for as long as such insufficiency continues, BASF shall be entitled to prorate the amount of product available equitably between its own requirements and those of its affiliates, as well as such contractual commitments.

15.3. The release of the obligations affected by Force Majeure will last as long as the cause that has originated it remains. If the above events persist for a period of more than 3 months, either party shall have the right to withdraw from the Contract without the Buyer having any right of set-off.

16. Confidentiality,

The Contract and all its terms, as well as any other information declared confidential and disclosed by either party to the other, shall be held in strict confidence. In accordance with BASF's Confidentiality General Terms and Conditions (which can be found at the following link <https://www.basf.com/es/es/who-we-are/condiciones-generales#content-1093326867>), the Buyer shall not use such information for any purpose other than that necessary in the performance of the Contract, and shall
June 2026

restrict the disclosure of confidential information to those persons in its business who need to know it, except for information which proves that it has become public domain or whose disclosure is required by law. The Buyer undertakes to ensure that its employees comply with this obligation.

16.2. In the event that one or both parties are legally obliged to disclose any part of the confidential information, the provisions of BASF's Confidentiality General Terms and Conditions shall apply.

17. Data protection and IT security

17.1. BASF informs the Buyer and its representative of its personal data protection policy, which the Buyer must provide to its employees and external parties whose personal data are processed in the context of the performance of the Contract. This policy can be consulted at any time at the following link: <https://www.basf.com/es/es/legal/data-protection-at-basf.html>

17.2. In the event that the Buyer, in the course of the performance of the Contract, receives from BASF or otherwise obtains personal data relating to BASF employees (the "**Personal Data**") the following provisions shall apply.

If the processing of Personal Data is not carried out on behalf of BASF, the Buyer may only process the Personal Data for the performance of the Contract. The Buyer shall not, except to the extent permitted by applicable laws, otherwise process Personal Data, in particular, transfer Personal Data to third parties and/or analyze such data for its own purposes and/or generate profiles. This also applies to the use of anonymised data that can be indirectly linked to identifiable natural persons.

The Buyer shall ensure that only employees who need access to the Personal Data for the performance of the Contract have such access. The Buyer must also structure its internal organization in such a way as to ensure compliance with applicable data protection regulations. In particular, the Buyer shall adopt appropriate technical and organizational measures to ensure an appropriate level of security against the risk of misuse, loss or unauthorized access to Personal Data.

Buyer shall not acquire title or other ownership rights in the Personal Data and shall be obligated under applicable law to rectify, delete and/or limit the processing of the Personal Data where applicable. Any right of retention by the Buyer with respect to the Personal Data is expressly excluded.

In addition to its legal obligations, the Buyer shall notify BASF of any breach of the security of the Personal Data, including loss, misuse or unauthorized access, without undue delay and in any event within 24 hours of becoming aware of it. Upon termination or expiration of the Contract, the Buyer shall, in accordance with applicable law, delete the Personal Data, including all copies.

17.3 For the Buyer's placement of electronic orders, BASF only maintains the corresponding interfaces. The Buyer must handle with care the access data (username and password) provided. In the event of loss or unauthorized access to these access data, the Buyer shall inform BASF immediately. Buyer shall be liable to BASF for any damages arising from delay in reporting such loss or unauthorized access.

18. Intellectual Property

Buyer agrees and acknowledges that all intellectual property rights in the products (including but not limited to trademarks, patents, designs, formulas, technical processes and technologies embodied therein) are and shall remain the exclusive property of BASF or its licensors, and that no rights or licenses in such rights are granted to Buyer under the Agreement. The Buyer undertakes not to reproduce, modify, disclose or use such elements without the express written permission of BASF, including for advertising or promotional purposes.

19. Partial ineffectiveness

19.1. If any provision of these Sale General Terms and Conditions is declared null and void, this shall not affect the validity and effectiveness of the remaining provisions, which shall remain in full force and effect.

19.2. The provision declared null and void or unenforceable shall be replaced, as far as possible, by a valid provision reflecting the spirit and economic intent of the original provision, with an effort to maintain the purpose that BASF would have pursued if it had learned of its ineffectiveness.

20. Jurisdiction

Any dispute, controversy or conflict related to the interpretation or execution of the Contract will be, in the first instance, the subject of direct negotiation between the parties, in compliance with the provisions of Organic Law 1/2025, of 2 January, on efficiency measures of the Public Justice Service, and they expressly and irrevocably undertake to do so,

now and with effect for then, to the exclusion of any other appropriate means of dispute resolution contemplated in the aforementioned law.

In the event that no agreement is reached, the parties expressly and irrevocably submit, for the resolution of such disputes, to the exclusive jurisdiction and competence of the Courts and Tribunals of BASF's registered office. BASF shall have the option to sue Buyer in court having jurisdiction over Buyer's principal place of business.

21. Applicable legislation

The Contract shall be governed by and construed in accordance with Spanish law excluding rules on international conflicts of law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UNCACTUS).

22. Contract Language

If these Sale General Terms and Conditions are communicated to the Buyer in a language other than the language in which the Contract has been concluded (Contract Language), it will be for information purposes only. In the event of differences in their interpretation, the version in the Language of the contract shall prevail.

23. Audit clause

BASF may carry out audits of the Buyer in the event of reasonable suspicion of non-compliance with contractual obligations, in particular with regard to the proper use of the products, the protection of personal data, compliance with the REACH regulation or any other applicable legal provisions. Such audits will be conducted during normal business hours, upon written notice, and without disproportionately interfering with the Buyer's business.

24. Traceability and end-use control clause

The Buyer undertakes to provide BASF, when requested, with truthful and complete information on the end use of the purchased products, especially in those cases where there are legal restrictions, export regulations or specific regulatory implications. BASF reserves the right to temporarily or permanently suspend the supply of products if the Buyer disregards such a requirement or if BASF considers that the intended end use by the Buyer violates the applicable law or engages BASF's legal liability.

25. Sustainability and environmental compliance clause

The Buyer agrees to comply with all applicable environmental regulations in relation to the acquisition, use, storage and disposal of the products supplied by BASF. It will also actively collaborate with BASF on sustainability initiatives that include, among others, proper waste management, packaging recycling, reduction of environmental impact and the adoption of responsible practices throughout the supply chain. BASF reserves the right to conduct environmental audits on the Buyer, upon reasonable notice, in order to verify compliance with this clause.

26. Ethical compliance and anti-corruption clause

The Buyer represents and warrants that it will act in accordance with ethical, integrity and transparency principles in all its business dealings with BASF. You agree to refrain from any practices that may constitute corruption, bribery, fraud, conflict of interest, or any other unlawful conduct. BASF may terminate the Agreement immediately and without compensation if it detects a violation of this clause, without prejudice to any legal action that may arise.