

1. General.

1.1. These general terms and conditions of purchase of BASF Agricultural Solutions Spain, S.L.U. (hereinafter, the "**Purchase General Terms and Conditions**") shall apply to all purchases of goods or provision of services ordered/requested by BASF Agricultural Solutions Spain, S.L.U. (hereinafter referred to as the "**Principal**") to its respective supplier (the "**Contractor**").

1.2. The contract between the Principal and the Supplier (the "**Contract**") may consist of all, or some (one or two of the first three and fourth), of the following documents (the "**Contractual Documentation**"):

(i) The particular contract and/or agreement signed between the parties.

(ii) The purchase order issued by the Principal, expressly or tacitly accepted by the Contractor.

(iii) The offer or quotation issued by the Contractor, duly accepted by the Principal in accordance with the provisions of point 2.1.

(iv) These Purchase General Terms and Conditions.

In the event of any contradiction or divergence between such documents, the order of priority indicated above shall prevail, unless the parties have expressly agreed otherwise in the agreement referred to in paragraph (i). Such order shall govern both the application of its provisions and the interpretation of the common will of the parties.

1.3. The Contractor's general or particular terms and conditions of business shall only form part of the Contract if the Principal has expressly accepted them in writing. Such acceptance shall require the signature of authorized (duly empowered) representatives of the Principal. No acceptance made by sales personnel or other employees without formal power of representation shall bind the Principal. Correspondence between the parties containing or referring to the Contractor's general terms and conditions shall not imply acceptance by the Principal and shall therefore not constitute an agreement in this regard.

1.4. These Purchase General Terms and Conditions shall continue to be valid and shall prevail over the Contractor's terms of business even if the Principal has accepted the goods or services knowing that the Contractor has intended to deliver them in accordance with the Contractor's general terms and conditions of purchase which differ from or conflict with these Purchase General Terms and Conditions.

2. Offer.

2.1. The bids or quotations issued by the Contractor shall require the express acceptance of the Principal in order to form part of the Contract. Such acceptance shall require the signature of authorized (duly empowered) representatives of the Principal. No acceptance made by commercial personnel or other employees without formal power of representation may bind the Principal.

If the above conditions are not met, the offers or quotations will not generate any obligation, payment or any other, for the Principal.

2.2. In the bid, the Contractor shall explicitly state any discrepancies between its bid and the Principal's request. If the Contractor has a better alternative solution from a technological or economic point of view, it shall also submit this offer to the Principal.

3. Date of delivery, modifications in the delivery of goods or partial provision of services.

3.1. The Contractor is obliged to comply with the delivery

and/or service provision dates set out in the Contractual Documentation. In the case of delivery of the goods, such performance requires the delivery of goods without defects to the Principal during the latter's normal working hours, together with the corresponding shipping documents, at the address specified in the purchase order ("**Destination**"). If the Principal and the Contractor have agreed that delivery shall include assembly and/or commissioning, delivery of the goods, without defect, shall be deemed to be completed after the assembly and/or commissioning has been properly carried out as specified in the Contract. If a formal acceptance procedure is stipulated by law or in the Contract, both parties must respect the specified times for acceptance. Advance delivery and provision of services, as well as partial delivery and provision of services, require the prior consent of the Principal.

3.2. As soon as the Contractor becomes aware that it will not be able to fulfil its contractual obligations, either in whole or in part, or that it will not be able to do so within the stipulated time limits, it shall notify the Principal in writing. The notification shall state the reasons for the delay and the expected time for delivery. The Principal's acceptance of a partial delivery or provision of the services, as well as a delay in the delivery or provision of the services, shall in no case imply a waiver by the Principal of any of its rights in relation to partial or delayed delivery or partial or delayed provision of the services.

3.3. Any modifications made to the goods to be delivered or to the services to be provided must have the prior written consent of the Principal.

3.4. The Contractor shall request the documents necessary for the performance of the Contract from the Principal in due time and verify that they contain all the necessary information, as well as agree to them upon receipt. The Contractor shall notify the Principal in writing and without delay of any inconsistencies that are apparent to the Contractor.

4. Sustainability, Equality and Protocol against Harassment.

4.1. The Client conducts its business in accordance with the principles of sustainable development and complies with internationally recognized fundamental standards in relation to occupational health and safety, environmental protection, labor and human rights, as well as the principles for responsible corporate governance ("**ESG Standards**"). The Client describes its vision for ESG Standards in the <http://www.basf.com/supplier-code-of-conduct>. The Contractor shall comply with ESG Standards. In addition, the Contractor shall contractually require its subcontractors at any level to also comply with ESG Standards. The Client shall be entitled to verify compliance with ESG Standards by the Contractor and its subcontractors, by itself or through third parties engaged by the Principal.

4.2. In the case of imports of goods listed in Annex I to Regulation (EU) 2023/956 (hereinafter referred to as the "**CBAM Regulation**") by the Principal, the Contractor shall provide all relevant data and information in accordance with Annex IV to Commission Implementing Regulation (EU) 2023/1773 (hereinafter referred to as "**CBAM Data**"). The Contractor shall provide the MAFC Data no later than before the delivery of the goods. For these purposes, the Client will only use the data for the fulfilment of its reporting obligations in accordance with the CBAM Regulation.

4.3. During the term of the Contract, the Contractor must respect the requirements of environmental protection, as well as health and safety at work, as specified in the applicable regulations and in the Contractual Documentation.

4.4. If the goods to be delivered contain at least one of the elements listed in Annex I of Regulation (EU) 2023/1115 on deforestation-free products, they must comply with the legal requirements set out in said regulation, which are applicable at the time of performance of the relationship with the Contractor.

4.5. The Client expresses its commitment to respect for equality and diversity in the workplace. If it is domiciled in Spain and is legally required, the Contractor must have its Equality Plan in force registered. In addition, the Contractor declares that it is aware of the Principal's Equality Plan in Spain (accessible in REGCON) and undertakes to respect the provisions contained therein with regard to the personnel that will be assigned to the provision of services and/or the delivery of goods, as well as the internal regulations that develop it and in particular those that are applicable to it in the provision of services and/or the delivery of goods.

4.6. The Client states that it has a protocol for the prevention and action in cases of sexual, gender-based and/or moral harassment (which is accessible on the Client's website) which will be applicable to the relations between the Contractor's personnel and the Client in the provision of services and/or the delivery of goods.

5. Compliance with the German Supply Due Diligence Act.

5.1. In accordance with the provisions of the German **Supply Due Diligence Act** (the "**Law**"), the Principal is obliged to comply with certain human rights and environmental due diligence obligations in its supply chain in order to prevent or minimize any human rights or environmental risks and to put an end to the violation of the obligations in its supply chain. connection with human rights or the environment. A copy of the English version of the Act can be downloaded from the website of the Federal Ministry of Labour and Social Affairs (German): <https://www.bmas.de/SharedDocs/Downloads/DE/Internationales/act-corporate-due-diligence-obligations-supply-chains.pdf;jsessionid=4A2F3D30F171DA0D751EEC4B1B9A5111.delivery1-master?blob=publicationFile&v=3>.

5.2. The terms "human rights risk" and "environmental risk" (collectively the "**Risks**") and "breach of a human rights obligation" and "breach of an environmental obligation" (the "**Breach**" and collectively the "**Violations**") are defined in Section 2 of the Act.

(a) The Contractor must comply with the human rights and environmental obligations described in the Act and must ensure such compliance by its own suppliers throughout its supply chains (the "**Expectations**"). In particular (and without limiting the foregoing), the Contractor must:

(1) prevent or minimize any Risk and put an end to any Violations, (2) instruct its employees to comply with the Expectations, and (3) provide training to its employees regarding compliance with the Expectations. At the request of the Principal, the Contractor must attend the corresponding trainings organized by the Principal.

(b) Principal may, upon written notice to the Contractor, audit Contractor's compliance with the Expectations (the "**Audit**") either by itself and/or through third parties (the "**Auditor**"). The Contractor shall provide the Principal and/or the Auditor with all data, documents and other information, whether in written, oral and/or electronic form, as reasonably requested by the Principal and/or the Auditor for the Audit.

(c) If the Principal has suspicion or evidence of a Violation by the Contractor or any of the Contractor's contractors or suppliers at any level of the supply chain, the Contractor

shall implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by the Principal in writing.

(d) At the request of the Principal and without undue delay, the Contractor must (1) develop (in conjunction with the Principal) a corrective action plan to end any Violation (the "**Remediation Plan**") that includes concrete planning to that effect and (2) reasonably implement at its discretion the measures requested by the Principal to carry out the Remediation Plan.

(e) The Principal may terminate the Contract [and any other purchase contract] with immediate effect if (1) the Contractor fails to comply with its obligations under this section,

(2) the Expectations are substantially violated or (3) the implementation of the Remediation Plan fails to remedy the Violation in accordance with the schedule set forth in the Remediation Plan.

6. Quality.

The Contractor shall implement and maintain effective quality assurance processes and, if required, demonstrate their existence and application to the Principal. To this end, the Contractor shall comply with the quality management system set out in ISO 9000 or a similar system of equivalent standards. The Principal shall have the right to inspect the Contractor's quality assurance system by itself or through a third party engaged by it.

7. Verification and inspection in the course of the performance of the contract.

7.1. The Client has the right to carry out inspections or audits of the Contractor at any time during the term of the Contract, by itself or through third parties. For this express purpose, the Principal is authorized to access the warehouses, factories, facilities and other centers that are related to the execution of the Contract, as well as to visit the works executed by the Contractor during the normal working hours of the Contractor, after notification. The Contractor and the Principal shall bear the costs incurred by each in carrying out such inspections or audits.

7.2. Inspections or audits shall not imply the waiver of any contractual or legal rights of the Principal.

8. Use of subcontractors.

8.1. The Contractor may not have recourse to third parties (including subcontractors) for the total or partial performance of the obligations arising from the Contract without the prior written consent of the Principal. If the Contractor intends to use subcontractors for the performance of the Contract from the outset, it must inform the Principal of this at the time of submitting its bid, the subcontracting being in any case subject to the prior authorization of the Principal.

8.2. The authorization granted by the Principal shall not relieve the Contractor of its full liability to the Principal for the full and timely performance of all its contractual obligations, including the actions of the subcontractors.

9. Shipping, packing, transfer of risk and title.

9.1. Unless otherwise agreed, the delivery of goods will be made in accordance with the Incoterm DAP (Incoterms 2020) at the place of Destination. Unless otherwise agreed, delivery shall be accompanied by two copies of the delivery note, packing list, certificates of cleanliness and inspection in accordance with agreed specifications and all other required documents. Whenever known, the following details must be specified in all shipping documents and, in the case of packaged goods, also in the outer packaging: order,

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gross and net weight, number of components packed and type of packaging (disposable/reusable), date of fulfillment, destination (point of discharge) and consignee. In the case of projects, the number of the completed work and the implementation building shall also be indicated.

9.2. In the case of deliveries to third countries (imports), the Principal shall act as importer of record and the Contractor shall cooperate with the Principal by providing the Principal with all the documents and information necessary to complete and correctly submit the import declaration to the competent customs authorities, in accordance with the requirements established by the applicable legislation in the country of importation.

9.3. The Contractor shall notify the Principal in writing of the percentage of content subject to control by the U.S.

The Contractor shall protect and defend the interests of the Principal during the delivery of the goods. Goods must be packed with packing materials approved by the Destination to prevent damage during transport. The Contractor shall be liable, in accordance with applicable regulations, for any damage that occurs as a result of incorrect packaging.

9.4. For domestic shipments, at the request of the Principal, the Contractor shall collect and dispose of the outer packaging, transport and sales packaging accumulated at the Destination after delivery or, alternatively, arrange for it to be carried out by a third party.

9.5. The Contractor shall pack, label and ship hazardous products in accordance with applicable national and international laws and regulations. The Contractor shall comply with all obligations applicable to suppliers under Article 3 (32) of Regulation (EC) No. 1907/2006/EC ("REACH") with respect to the delivery of goods. In particular, the Contractor shall provide the Principal with a safety data sheet in accordance with Article 31 of REACH drawn up in the official language of the country of receipt in all cases provided for in Article 31 (1) to (3) of REACH.

9.6. Until the delivery of the goods specified in the Contract, together with the documents referred to in points 9.1 and 9.2, at the place of Destination, the Contractor shall bear the risk of loss or damage. If the parties have agreed that delivery shall include installation, assembly or commissioning, the risk of loss or damage shall pass to the Principal after such work has been duly completed in accordance with the Contract and upon actual delivery of the goods.

9.7. Where formal acceptance is required by law or the Contract, the transfer of risk shall occur upon the Principal's acceptance. If formal acceptance is agreed in the Contract, the risk of loss shall not be transferred from the Contractor to the Principal until the latter confirms the correct acceptance of the goods by means of an approval certificate. Acceptance may not be deemed to have been made in any other way (inspections, expert reports, certificates or work records). Payment of invoices does not imply or substitute formal acceptance.

9.8. The transfer of title as well as ownership of the goods from the Contractor to the Principal shall be carried out in accordance with the applicable regulations.

10. Origin and condition of the goods.

10.1. The Contractor shall declare the non-preferential origin of the goods (country of origin) in the commercial documents. In addition, the Contractor shall provide a A.TR movement certificate where applicable. At the request of the Principal, the Contractor will provide you with proof/certificate of origin that clearly specifies the origin of the goods.

10.2. The goods shall comply with all applicable regulations on the preferential origin of goods under bilateral or multilateral agreements on the origin of goods

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or unilateral regulations on the origin of goods under Generalized Systems of Preferences (GSP), provided that the delivery is within the scope of preferential trade.

11. Condition of delivery/commissioning, claims, rights in the event of defects.

The Contractor shall be responsible for delivering the goods and providing the services without defects, in particular in compliance with the agreed specifications for the goods and services in question, as well as for ensuring the presence of all guaranteed characteristics. The Contractor shall also ensure that the goods and services comply with current technical standards and, if applicable, recognized standards in terms of plant safety, health and professional hygiene. All deliveries must be made by qualified personnel and in accordance with the applicable regulations. If the delivery elements are machines, equipment or machinery, they must comply with the specific safety requirements applicable to the machines, equipment and machinery in force at the time of execution of the Contract, and must include the CE mark.

11.1. The Contractor warrants that all materials comprising the goods have been pre-registered, registered (or exempt from the registration obligation) and, where applicable, authorised in accordance with the applicable REACH requirements for the uses indicated by the Principal.

If the goods have been defined as articles in accordance with Article 7 of REACH, the previous paragraph shall also apply to approved substances. In addition, the Contractor shall immediately inform the Principal of the components of the product containing a substance in a concentration greater than 0.1 per cent of the mass (weight/weight), if this substance meets the criteria of Articles 57 and 59 of the REACH (known as extremely sensitive substances). The foregoing shall also apply to packaging products.

11.2. If the goods or services have not been delivered or provided in their entirety or are defective, the Principal may refuse to declare acceptance of the goods - even if the acceptance is regulated by the applicable regulations or has been contractually agreed, setting a deadline for the acceptance - and withhold any payment associated with the goods or services concerned, without this constituting a breach of their obligations.

11.3. The Principal shall notify the Contractor of any apparent defect within 4 days of receipt of the goods at the Destination. Non-apparent defects that are subsequently identified must be notified by the Client within 30 days of their detection. The date the notice is sent to the Contractor shall determine its validity, and the Contractor hereby waives all rights to object to a defect notice sent within the applicable time limit.

11.4. Once the notification of the defects has been made within the deadline, the Principal will have a period of 6 months from delivery - unless the applicable law establishes a longer period, in which case, said period will be applicable - to choose between:

- a) Request the Contractor to repair or replace the defective products (at the Contractor's expense),
- b) request the Contractor to make a proportionate reduction in price, or
- c) terminate the Contract due to breach by the Contractor, with the right to the restitution of the amounts already paid and to claim compensation for the corresponding damages.

The foregoing, without prejudice to other rights or actions that correspond to the Principal under applicable law or the Contract (e.g., the aliud *pro alio* action).

In order to remedy defects, the goods must be placed at the disposal of the Contractor, either at the place of

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Destination, or at the place where the goods were accepted --if acceptance is required by applicable law or has been agreed in the Contract--, at the option of the Mandate. In any case, the Contractor must assume all the expenses incurred in order to provide the Principal with a solution, in accordance with the latter's instructions and requirements.

11.5. If (i) a remedy has not been provided for a reasonable period of time, (ii) the remedy has not been effective, or (iii) it is not necessary under applicable law to set a time limit for the remedy, the Principal shall be entitled to claim other rights provided in its favour in the event of defects.

In the cases provided for in point 11.5 above, as well as in case of urgency or serious damage, the Client shall be entitled, in addition to the rights indicated above in this clause, to solve the defects itself at the Contractor's expense, or to use third parties to carry out this work. The Principal shall be entitled, in such cases, to demand compensation from the Contractor for the actions carried out. The Principal's rights arising from the Contractor's liability for defects or arising from any warranty shall remain intact.

11.6. Claims based on the warranty will be time-barred thirty (30) months after the transfer of risks, unless the commercial guarantee, Contractual Documentation or applicable law provides for a longer expiration period. Principal shall not be deemed to have waived any of its rights to assert claims based on the warranty unless expressly waived in writing.

12. Infringement of Proprietary Rights.

It is the responsibility of the Contractor to ensure that the delivery of goods and/or the provision of the services, as well as the use thereof in accordance with the Contract, does not infringe any patent, copyright, trademark or any other intellectual or industrial property right of any third party. In the event that a third party makes a claim against the Principal for infringement of the aforementioned intellectual or industrial property rights, the Contractor shall hold it harmless for all damages suffered, as well as for the costs and expenses incurred in defending such claim (including attorneys' and attorneys' fees) or as a consequence thereof (including possible compensation to third parties, as well as those derived from the adoption of measures to cease, correct or correct any infringement of the aforementioned intellectual or industrial property rights).

13. Damages in competition matters.

If, in connection with the negotiations of the Contract, or in the subsequent development of the contractual relationship between the parties, it is proven that the Contractor has entered into agreements that constitute an unlawful restriction of competition or has violated the applicable competition law regulations, the Contractor shall pay an amount equivalent to fifteen percent (15%) of the net order value (excluding value added tax) of the goods delivered or the services provided to the Mandate included in such agreements, as a penalty clause not substitute for the damages incurred. The illegality of such agreements must be established in a final decision (e.g. a decision imposing a penalty) issued by the competent competition law authority or by a court. In the event of such a resolution, the Contractor shall provide the Principal with a copy thereof, as well as inform the Principal of which goods or services were included in such agreements, and under what terms and conditions. If the Contractor demonstrates that the actual costs and expenses of the Mandate were significantly lower,

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the amount of damages provided for in this clause shall be reduced proportionately. Any subsequent claims by the Principal shall not be affected or limited by the provisions of this clause.

14. Penalty provided for in the Contract.

In the event that an economic penalty has been agreed to be borne by the Contractor in the Contractual Documentation, it will be understood that it is as a penalty clause that does not replace the possible damages caused to the Principal. The Principal shall be entitled to claim it for the entire statutory limitation period, regardless of whether the payment has been completed previously.

15. General Liability and Insurance.

15.1. Unless otherwise provided in these

General Conditions of Purchases, the Contractor will be responsible in accordance with the provisions of the applicable regulations.

15.2. The Contractor shall maintain, throughout the term of the Contract, third-party liability insurance with an insurance company of recognized solvency, with sufficient coverage to cover possible material and/or personal damage that may be caused to third parties (including the Principal) in the execution of the Contract, for which the Contractor himself or the subcontractors or agents for whom he is indirectly responsible is liable. The Contractor shall provide the Principal with a copy of the insurance policy, a certificate of the amounts covered by the insurance, and proof of its validity, if the Contractor so requests.

16. Billing and Payment.

16.1. The agreed prices are net costs, excluding any value added tax that may apply. Invoices will be issued for deliveries made and services rendered. These invoices shall comply with the invoicing requirements established by the applicable national legislation on value added tax. When self-invoicing (reverse charge) is used, the Contractor must first provide the Principal with all the data required by the applicable regulations on value added tax.

16.2. The Contractor must submit an invoice for each purchase order, which must include all the information legally required in accordance with Spanish law. The invoice shall include the Principal's full order number and, where applicable, the Contractor's packing slip number. Certificates of work carried out and reports of any other nature will be sent with the invoice. Invoices must correspond to the purchase order information regarding the goods described, price, quantity, order of items, and item numbers. Invoices will be sent to the billing address specified by the Principal on the purchase order.

16.3. Unless otherwise agreed, the Principal establishes a payment term of 60 days, which will be computed from the delivery of the goods or provision of the service, provided that it has received the corresponding invoice in a timely manner and that it complies with the corresponding legal and tax requirements. In the case of self-invoicing, the payment term will be the same. Payment will be conditional on contractual compliance and the delivery or complete provision of the goods or services.

16.4. The payment made by the Principal shall not constitute acceptance of the conditions or prices indicated in the invoices and, therefore, shall not imply the waiver by the Principal of its rights with respect to the delivery or provision of services if these differ from what was agreed,

nor shall it affect the rights of the Principal to inspect or challenge the invoice for any other reason.

17. Assignment of the Contract, transfer, change of the name of the company, compensations and retentions.

17.1. The Contractor may only assign the rights and responsibilities stipulated in the Contract to third parties with the prior written consent of the Principal.

17.2. The Contractor must notify the Principal immediately and in writing of the assignment of the Contract under the law, as well as the changes made to its trade name.

17.3. The Principal may assign the rights and obligations stipulated in this Agreement to any entity belonging to the BASF group of companies at any time without the prior consent of the Contractor.

18. Cancellation, modification and termination.

18.1. The Contract may be terminated early without prior notice for justified reasons. The following will be considered justified causes, including but not limited to:

- A material breach of any of the Contractor's obligations that is not cured within 15 working days of the Contractor's receipt of the written claim made by the Principal indicating the breach; or
 - A substantial deterioration of the financial situation of the Contractor or the business group to which it belongs that poses a threat to its ability to carry out the obligations attributed to it by the Contract and/or to comply with its tax and/or social obligations; or
 - The purchase or use of the goods or services is, in whole or in part, contrary to the applicable regulations or decisions of the competent authority (e.g. due to legislative changes, withdrawal of authorisations or administrative prohibitions).
- If the Principal terminates the Contract for good cause and if other existing contracts between the Principal and the Contractor cannot be maintained for the same reasons, the Principal shall also be entitled to terminate the other contracts in force at the time of termination, as well as contracts that have not yet been completed, remunerating the Contractor with the prorated remuneration for the services that have been effectively provided and are applicable according to the Contractual Documentation. In such a case, the Contractor shall not be entitled to claim any amount for any reason. Thus, the Contractor shall not be entitled to claim damages, reimbursement of expenses or any other compensation.

18.2. Likewise, the Principal may terminate the Contract in advance and/or cancel the order at any time in advance, without the need for just cause, by means of written notice addressed to the Contractor, having to respect a notice of at least two (2) months with respect to the intended completion date, without this entailing any compensation or compensation in favor of the Contractor.

18.3. In accordance with clause 20 below, if the Contractor has received from the Principal documents, records, plans or sketches within the scope of or for the purposes of the performance of the Contract, the Contractor shall immediately return them to the Principal in the event of termination, cancellation, or termination of the Contract.

18.4. The Client reserves the right to modify the scope and/or description (including, where appropriate, any fixed volumes that may have been agreed) of the provision of services and/or delivery of goods, without the need for just cause with one month's notice, by means of an express notification of modification in application of this clause. However, the Contractor shall have the possibility to

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terminate the Contract with fifteen days' notice provided that such communication is made within fifteen days of receipt of the notification of unilateral modification of the services and/or of the delivery of the goods by the Principal.

19. Contractor's Obligation to Remove Materials in the Event of Termination of the Contract.

In the event of termination of the Contract, the Contractor shall attend to the dismantling and removal of its machinery, tools and equipment without delay, used or deposited at the Principal's premises, at its own expense, regardless of the reasons for termination. Likewise, the Contractor must remove and dispose of the waste and residues resulting from its activity immediately and adequately, also at its own expense. If the Contractor fails to comply with these obligations within fifteen days of the termination of the Contract, the Principal may perform the work directly, or hire a third party to perform the work, charging the expenses incurred by the Contractor through the passing on of the same.

20. Documents, confidentiality and rights of use, personal data.

20.1. The Contractor shall send to the Principal all the documents necessary for the execution of the Contract, in order to comply with the deadline set for the services.

20.2. The review of any document by the Principal does not relieve the Contractor of the responsibilities attributed to it by the Contract.

20.3. Any documents (including but not limited to mock-ups, samples, graphics, data) that the Client has provided to the Contractor (the "**Client Documentation**") shall remain the property of the Contractor and must be returned to the Contractor within ten days of the Mandate's request to that effect.

20.4. The Contractor shall not be entitled to withhold the Client's Documentation. The Contractor must respect the property rights of the Principal in respect of all the Documentation of the Principal.

20.5. 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 Principal's General Conditions of Confidentiality (which can be consulted at the following link <https://www.basf.com/es/es/who-we-are/condiciones-generales#content-1093326867>), the Contractor shall not use such information for any purpose other than that which is not necessary in the performance of the Contract, and shall restrict the disclosure of confidential information to those persons in its business who need to know it, except for information that demonstrates that it has become public domain or whose disclosure is required by law. The Contractor undertakes to ensure that its employees comply with this obligation.

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

20.7. For the purposes hereof, "**Results of Work**" means all those results of the Contractor's work related to the Contract or derived from the Contractual Documentation, as well as the results of the work of third parties that have been subcontracted by the Contractor for the performance of the Contract. Likewise, all items that are protected by the intellectual property rights of the Contractor that may arise during the execution of the Contract, including, but not limited to, all plans, graphs, drawings, calculations and other related documents.

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The Contractor shall grant the Principal freely transferable rights of use without content, territorial or temporal restrictions to use the Work Results in all known media formats, including electronic media, the Internet and online media saved on all image, audio and data storage devices, for the uses agreed upon or implied in the Contract. The purposes implied in the Contract include, in particular, the right to edit and process, store on all media and reproduce. Likewise, the Contractor assigns to the Principal the uses not known at the time of the conclusion of the Contract.

In addition, the Contractor shall grant the Principal an exclusive right to the Results of the Work that the Contractor has specifically designed for the Principal, by itself or through third parties, and shall obtain the necessary rights from third parties to that effect. The Client is entitled in particular to exploit, duplicate and distribute said Work Results, in whole or in part, as well as to modify, revise or allow third parties to carry out the aforementioned activities. The Client is also entitled to assign to third parties the rights to use such Work Results, in whole or in part, including interim changes and revisions.

In the acquisition of licenses and Work Results for intellectual services, namely studies, specifications, user requirements, functional design specifications, specific software developments and the customization of the latter, the Client has the absolute and irrevocable right to use all the Work Results at its premises.

All rights granted in accordance with the provisions of this clause are covered by the remuneration agreed between the parties.

20.8. The Client informs the Contractor and its representative of its personal data protection policy, which the Contractor must provide to its employees and external parties whose personal data are processed within the framework of the execution 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>

In the event that the Contractor, in the course of the performance of the Contract, receives from the Principal or otherwise obtains personal data relating to the Client's employees, or personal data of any other interested party on behalf of the Principal (the "**Personal Data**"), the following provisions shall apply.

The Contractor may only process the Personal Data for the proper execution of the Contract and on behalf of the Principal. The Contractor may not, except in cases expressly permitted by applicable law, process the Personal Data for purposes other than those set out in the Contract, including, in particular, the transfer of the same to third parties or its use for its own purposes and/or generating profiles. This also applies to the use of anonymised data that can be indirectly linked to identifiable natural persons.

If, and to the extent permitted or required by applicable law, the Contractor has the right or obligation to continue processing certain Personal Data, it may do so only for such purposes, including, where applicable, the transmission of the Personal Data to its affiliated companies, only when necessary for the performance of the Contract.

The Contractor shall ensure that the Personal Data is only accessible to those employees who need such access for the performance of the Contract.

The Contractor shall take appropriate measures within its organisation to ensure compliance with the applicable

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legal provisions on the protection of personal data. In particular, the Contractor shall take appropriate technical and organisational measures to ensure an adequate level of security against the risk of misuse, loss or unauthorised access to Personal Data. The use of Personal Data by the Contractor shall not imply the acquisition of any ownership or title to the Personal Data, and the Contractor shall be obliged, by law, to rectify, delete or limit its processing where appropriate.

In addition to complying with its legal obligations, the Contractor shall inform the Principal without undue delay and in no event after 24 hours of becoming aware of any breach of security affecting the Personal Data, including loss, misuse or unauthorised access to the Personal Data. Upon termination of the Contract, the Contractor shall delete all Personal Data, including all copies thereof.

21. Storing documents and providing assistance during revisions.

The Client has the right to access, consult and make copies or duplicates for its own purposes of all documents related to the delivery of the goods and the provision of the services, during normal working hours. The right shall remain in force for the period of legal custody and, in any case, for a minimum period of three (3) years from the date of acceptance or delivery of the goods or services.

The Contractor is obliged to provide the necessary cooperation during the reviews or audits carried out by the Client. Where the documents contain Confidential Information of the Contractor as defined in Clause 20 above, the Principal shall be deprived of its right to access such Confidential Information.

22. Prohibition of publicity, severability clause, force majeure, applicable law and jurisdiction.

22.1. The Contractor may only refer to the business relationship with the Principal, or publicly disclose its existence, with the prior written consent of the Principal.

22.2. The invalidity or unenforceability of any provision or part of a provision of the Agreement shall not affect the validity of the entire Agreement.

22.3. If the provision of the services or the delivery of the goods is prevented by circumstances affecting the Principal, which are considered to be force majeure in accordance with the provisions of this clause, the parties will be released from their respective contractual obligations. For the purposes of fulfilling the obligations established in the Contract, in the order and/or in these conditions, and without prejudice to the provisions of Article 1105 of the Spanish Civil Code in accordance with the interpretation given by the Jurisprudence, the following will be considered especially as causes of Force Majeure, by way of example and not limitation, the following circumstances affecting the Principal that could prevent the provision of services or the delivery of goods: Fire, explosion, floods, breakdowns, lack of power and/or closure of its facilities, as well as situations of strikes and/or labor abnormality.

The release of contractual obligations affected by Force Majeure will last as long as the cause that has originated it remains. The Principal, or where applicable the Contractor, must immediately inform the other party of the occurrence of Force Majeure and make every effort to resolve the cause of the Force Majeure in the shortest possible time.

Both parties will make every effort to minimise any delays and any additional costs arising from Force Majeure, and will immediately consult with each other to plan the most appropriate mutual response. Unless otherwise agreed, each party shall bear its own costs and expenses arising from any and all Force Majeure events or circumstances.

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If three (3) months have elapsed since the declaration of Force Majeure by either party, the cause of the same has not ceased, either of the parties may terminate the contract and/or the order.

22.4. In those cases in which any unforeseeable circumstance arises, which in any way affects the needs of the Principal and forces to modify the scope of the activity that originated the contracting of the services and/or the delivery of the planned goods (such as, for example: reductions in the Principal's production due to lack and/or decrease in the availability of raw materials, shutdowns of the facilities and/or equipment, as well as those circumstances that bring their origin or cause of the existence of a pandemic and/or epidemic, the states of alarm decreed as a result of the same and/or any regulation or governmental decision related to it, among others that may affect the Principal), the parties will negotiate a modification of the terms and conditions of the Contract and/or the order that adapts to the new needs of the parties. However, in the event that the parties do not reach an agreement within one (1) month regarding the modification of the same, the Contract and/or the order will be automatically terminated without the need for any denunciation by either of the parties.

22.5. The Contract shall be governed by, construed and subject to Spanish substantive law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), adopted on 11 April 1980.

22.6. 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 Principal's registered office. The Principal shall have the option of suing the Contractor in the court having jurisdiction over the Contractor's principal place of business.

23. Sustainability and Business Ethics Clause

The Contractor undertakes to comply with the principles of sustainability, corporate social responsibility, human rights, labor standards, environmental protection and anti-corruption set forth in the Principal's Code of Conduct, available on www.basf.com. The Client reserves the right to carry out audits or request documentation that proves compliance with these principles. Serious or repeated breach of this clause will entitle the Principal to terminate the Contract immediately, without prejudice to any legal actions that may correspond to it.

24. Inflation or Exchange Rate Adjustment

In contracts of continuous or deferred performance of more than six months, or in international transactions, the parties may agree on price review mechanisms depending on the evolution of the consumer price index (CPI) of the country of invoicing or the variation in the official exchange rate between the currency of origin and the currency of payment. The revision shall be applied upon written notice at least 30 days in advance and shall take effect on orders subsequent to such notice, unless otherwise agreed.