



GENERAL TERMS
AND CONDITIONS OF SALE

MIMCORD XXI, S.L.

1. Definitions

- **Client:** The Entity contracting the supply of Products and/or provision of Services.
- **General Terms and Conditions of Sale ("GTCs"):** The Terms contained in this document.
- **Particular Terms:** All those Terms, different from these GTCs, which are agreed upon between Mimcord and the Client in the course of their commercial relationship.
- **Force Majeure:** Any unforeseeable event or circumstance beyond Mimcord's control such as: fires, floods, earthquakes, wars (declared or not), acts of terrorism, sabotage, embargoes, blockades, riots, legal restrictions, strikes, pandemics, uprisings, epidemics, disruption of manufacturing and/or transportation, material shortages.
- **Party/Parties:** both Client and Mimcord, singular and plural.
- **Purchase Order (PO):** Any request for the supply of Products and/or Services made by the Client to Mimcord by means of any written electronic transmission.
- **Products:** Any Yarn, Cord, Paper or other derived material (or part thereof), regardless of its nature.
- **Standard Products:** Products listed in catalogues, website or brochures as standard and do not require additional manufacturing or assembly processes.

- **Non-Standard Products:** Those Products that do require additional manufacturing or assembly processes, based on specific requirements made in writing by the Client and mutually agreed upon with Mimcord.
- **Services:** The provision of the following services:
 - a) Saw Cutting
 - b) Cut Rewinding
- **Mimcord:** The company "MIMCORD XXI, S.L." and its commercial relationship with the Client.

2. Scope & Application: These General Terms and Conditions of Sale ("GTCs") shall apply to all Sales of Products and Provision of Services to the Client. By placing a Purchase Order (PO), the Client acknowledges full knowledge and acceptance of these GTCs.

In the event that the purchase of Products or the provision of Services is formalized through a contract or Particular Terms, and there are discrepancies between the content of such documents and these GTCs, the provisions of the contract and/or Particular Terms shall prevail.

These GTCs shall remain in effect until the contract between the Parties is concluded and the obligations of each Party have been fulfilled. These GTCs may be modified and it is therefore the responsibility of the Client to review them periodically, especially before placing a PO as the GTCs in effect at the time of placing the PO will apply.

The conditions proposed by the Client in the PO, or in any other document, will only be considered incorporated if they have been expressly accepted in writing by Mimcord by means of their signature.



Any documentation issued by Mimcord other than these GTCs such as for example, but not limited to, catalogues, brochures, technical specifications, quotes and drawings, is for informational purposes only and does not create a contract or any commitment with the Client. Mimcord reserves the right to modify this information at any time, without prejudice to the Particular Terms agreed upon with its Clients.

3. Purchase Order/s (PO/POs): The Client must place all PO/POs in writing by means of any electronic transmission. The POs binds the Parties if (i) it is accepted in writing by both Parties; and/or (ii) the Client makes a direct request derived from an Offer by Mimcord. Mimcord will not accept POs from Clients placed by phone or any other means.

The Client must include in their POs all necessary information so as the they can be processed in the best possible way: tax details, shipping address, details of the Products and quantities for each of them, among other information.

Mimcord will send the PO Confirmation to the Client within a maximum of 72 hours from its receipt, excluding Holidays, Vacations & Weekends. The PO Confirmation will include details such as: Products, Quantities, Description of each item, Color, Unit of Measurement, Price per unit of measurement, Mode of Transportation, applicable Incoterm 2020, Payment Terms and Collection Date of the PO at Mimcord's facilities.

After receiving the PO confirmation from Mimcord, the Client agrees to accept the Products in the manner and conditions described in the PO confirmation, as well as to make the payment indicated for the Products and, where applicable, the transportation cost and other associated

expenses within the time period specified in the PO confirmation.

The Client's PO will only include the Products or Services which are detailed in Mimcord's PO confirmation.

The PO will, in all instances, be subject to the availability of the Products or Services at the time of the request.

4. POs for Non-Standard or Special Production Product/s: Mimcord reserves the right to request an Advance Payment from the Client for these Non-Standard Products before starting production.

5. Cancellation & Modification to POs: POs for Non-Standard Products or Special Manufacturing that have been accepted and confirmed by Mimcord cannot be canceled.

The cancellation of a PO for Standard Products that has been accepted by both Mimcord and the Client will require prior written consent from Mimcord and may, in all cases, result in the obligation to compensate Mimcord for all losses, costs, and expenses incurred by Mimcord as a result of the cancellation.

6. Price: The Client may request at any time from Mimcord the price of the Products and/or Services of interest. The validity period of the Price will be as specified by Mimcord in its communications. If the validity is not explicitly stated, it is understood that the offered price will have a maximum validity of two (2) months following the communication.



The Selling Price of the Products and/or the provision of Services will be the one established in the PO accepted by Mimcord. Price will be expressed in Euros excluding VAT or any other applicable tax. For Clients within Spain, the applicable VAT percentage at that time will be added to the indicated prices. Additionally, Mimcord may charge the Client for transportation costs (Freight Costs) as stipulated, if applicable, in the Particular Terms according to the Incoterm 2020 agreed upon between the Client and Mimcord.

Mimcord reserves the right to change the Price rates, without prejudice to the Prices agreed upon in current contracts with the Client. Any Price rate changes will take effect after Mimcord communicates them to the Client, without affecting the prices previously agreed upon with the Client prior to the change.

Mimcord's Prices refer to that unit of measurement specified in each case.

7. Invoice & Payment Terms: Mimcord will invoice each Purchase Order (PO) individually within seven (7) days following the date of the delivery note. The amounts indicated on the invoices are not subject to negotiation or discounts. The first PO with new Clients must be paid in advance. Unless otherwise agreed, the Client shall pay the price within thirty (30) days from the invoice issue date, provided an insurance credit has been granted. Invoicing will, by default, be in electronic format. All payments made by the Client to Mimcord shall be in Euros to the bank account designated by Mimcord.

Any delay in payment by the Client may result in the invoicing of legally applicable late-payment interests. The payment of such interests will not release the Client from the obligation to fulfill the

remainder of their payments under the agreed conditions. All banking fees arising from non-payment(s) will be passed on to the Client.

Any payment delay also entitles Mimcord to refuse, either temporarily or permanently, to supply any Product or provide any Service without Mimcord incurring in any liability.

Mimcord reserves the right to cancel any granted credit in the event of non-compliance with payment terms or doubts about the Client's solvency. In the latter case, the Client will be required to pay in advance, without discounts, before shipping the current PO(s).

8. Delivery, Acceptance, Lead Times & Delays: The Products will be sent to the location shown in PO ("Delivery Point").

The acceptance of the Products will occur upon their delivery, by signing the delivery note. The acceptance of the Services will be deemed completed once they have been provided by Mimcord, in which case the Client must also sign the delivery note at the moment the Service has been finalized.

Once the Products are accepted, both the risk and the ownership of those are transferred to the Client.

The delivery times and/or conditions for a Product and the provision of a Service are only estimates and will only be binding if explicitly stated in writing by Mimcord. Mimcord shall not be liable in any way for the consequences of any delay in the supply of the Products and/or provision of the Services if they arise from causes not attributable to Mimcord. If the Client refuses to receive the Products on the agreed delivery date, Mimcord will store the delivered Products as provided



in the PO until delivery occurs. At that moment, Mimcord may charge the Client the full sale price, in addition to all costs and expenses related to such storage.

The Client must accept partial batch shipments if necessary. The quantity and details will be mutually agreed upon between the Client and Mimcord. Mimcord reserves the right to adjust the quantities requested according to its Order Unit: Coil, Box or Pallet. Unless partial batch shipments are made, Mimcord will supply the total quantity shown in the PO Confirmation to Client.

9. Transport: The Incoterm applied to POs sent and issued by Mimcord will be FCA Manlleu (ES) following the Incoterms 2020 Edition by the ICC, the International Chamber of Commerce, unless another agreement is reached with the Client. The cost & risk of transactions between Client & Mimcord will be distributed according to the terms set forth in said 2020 Edition.

For sales under FCA Manlleu (ES) Incoterm, the Products must be collected at Mimcord's facilities within five (5) business days following Mimcord's notification to the Client. For sales where another 2020 Incoterm applies, this period may depend on the available international transport.

10. General Return Policy: All Products of Mimcord are delivered to the carrier after undergoing a detailed quality control and packaging check. Therefore, the Client must carefully examine and verify the quality and quantity of the material upon collection.

The Client is obligated to inspect the Products and/or Services made available

to them at the time of delivery. If the Product does not conform to the PO and/or has a quantity or quality defect, the Client must immediately indicate this on the delivery receipt and also inform Mimcord of this situation in writing, providing the batch number for traceability purposes, within a maximum of four (4) business days from the date the Products or Services are delivered. This is without prejudice to any other deadlines that may be established in the Particular Terms. Otherwise, it will be understood that the Products have been accepted without reservation by the Client.

Once the Products are accepted, in order to proceed with a return due to hidden defects or any other reason a prior approval from Mimcord's quality control department will be required. The Client must inform Mimcord of their intention to return the Products within a maximum of thirty(30) calendar days from acceptance, without prejudice to any shorter periods that may be established in the Particular Terms. In all cases, Mimcord reserves the right to inspect the Products or Services concerned, and at its sole discretion, Mimcord will choose to either: (i) rectify the non-conformity or defect at its own cost, or (ii) replace the Products at no charge (or any of their parts). If the Products show alterations and/or damages not attributable to Mimcord, the return may be rejected. Mimcord shall not be liable, under any circumstances, for damages or defects in the Products arising from improper use, maintenance, conservation, incorrect transport or storage, natural wear, unauthorized handling, or handling by personnel not affiliated with Mimcord. Mimcord will bear all shipping costs if it is determined during the inspection that the Products are eligible for return. Otherwise, the Client will be responsible for the applicable charges, including but not



limited to, transport, handling, fees, and taxes. The Client undertakes to properly pack and protect the Products in their original packaging, without seals or markings that would impair the original packaging upon removal, and to return the Products in perfect condition, unused, along with the original delivery receipt, ensuring that each returned Product complies with the original packaging and labeling conditions. Otherwise, Mimcord may reject the return for those reasons. In all cases, once the maximum return period according to the Product type has passed, Mimcord shall not be liable for any defects, either apparent or hidden, nor will it be required to provide any compensation, without prejudice to the Product warranty. The liability of Mimcord under this Section is the sole remedy available to the Client for claims regarding non-conformities or defects in the Products or Services. Mimcord does not accept any other written or verbal, express or implied, warranty obligations beyond those covered by the Product warranty.

Returns of Non-Standard Products or Special Production Products will not be accepted.

Clients who are resellers are responsible for their relationship with the end recipient and may not transfer any liability to Mimcord arising from events occurring after the delivery of the Product, except as expressly provided by law.

11. Exclusion & Limitation of Liability:

Under no circumstances shall Mimcord, its agents, employees, subcontractors, and/or suppliers be liable, whether contractually or extracontractually, for any compensation for consequential

damages, indirect losses of any nature, collateral or incidental losses, claims arising from third-party contracts of the Client, or any other loss or cost of a similar nature (including but not limited to, loss of profits, loss of use, income, interest, goodwill or opportunity, loss of information, and data), or in the event that Mimcord is unable to fulfill its obligations under these General Terms & Conditions (GTCs) due to Force Majeure.

The liability of Mimcord under these GTCs is limited to a period of twelve (12) months from the occurrence of the damage, and to the extent that such limitation is permitted by law, Mimcord's liability to the Client is limited to the lesser of the following amounts: (i) the price received by Mimcord for the Products or Services that gave rise to the claim; or (ii) the amount of Products or Services invoiced by Mimcord to the Client during the twelve (12) months preceding the month in which the claim occurred. The exclusions and limitations in this Section shall not apply to damages arising from personal injury or death, fraud, or any other liability that cannot be limited or excluded by applicable law.

The Limitation of Liability set forth in this clause shall prevail over any other contractual document that is contradictory or inconsistent with this clause, unless such provision further restricts Mimcord's liability.

In the event that Products manufactured by Mimcord are based on designs, plans, or specifications provided by the Client, Mimcord shall not be liable for the failure of such Products to be certified or to meet the intended use specified by the Client.



12. Packaging and Waste Management:

In accordance with the applicable Regulations, the Client or, where applicable, the End Buyer, is responsible for the management of the waste for its proper environmental handling.

13. Force Majeure: Mimcord may suspend or delay the delivery of Products due to Force Majeure, without being held liable for the time reasonably required under the circumstances.

Force Majeure shall mean any cause or circumstance beyond the reasonable control of Mimcord including, but not limited to, supplier strikes, transportation and service strikes, errors in third-party supplies, transport system errors, natural disasters, floods, storms, pandemics, riots or uprisings, strikes, labor disputes, work stoppages by Mimcord's internal staff or its subcontractors, sabotage, acts, omissions, or interventions of any kind by any government or government agency, accidental work stoppages at Mimcord's workshops due to breakdowns or other causes beyond its control, and other causes of Force Majeure as defined under the applicable legislation that may directly or indirectly affect Mimcord's activities.

In such cases, Mimcord shall notify the Client as soon as possible of the occurrence of Force Majeure event and the expected duration. Additionally, Mimcord will inform of the termination of the Force Majeure event and specify the time during which it will fulfill the obligation suspended due to this event.

14. Compliance with the Laws & the Code of Ethics: The Parties agree to comply with all applicable laws and regulations, including, but not limited to,

those related to the manufacturing, purchase, sale, resale, distribution, export, import, transfer, provision, assignment, or use of the Products and/or Services. The Client acknowledges being informed of the existence of Mimcord's Ethical Code, available on the Mimcord website. The Client represents and warrants that its business conduct (and that of any of its subsidiaries, and their respective directors, shareholders, employees, subcontractors, affiliates, and/or representatives) will be correct and legal in accordance with said Ethical Code and applicable regulations. Neither the Client nor any of its employees or agents (i) will offer anything of value, directly or indirectly, to any government official or political candidate to obtain or retain any business; and (ii) will give or receive from any official any form of bribe, kickback, discount, or other illegal consideration. The Client does not know or suspect that (i) the funds used to finance the Products and/or Services have been or will be derived from or related to any illegal activity, including but not limited to any anti-money laundering laws; (ii) any person subject to any international sanction by the United States of America, the European Union, or the United Kingdom, among others, has any direct or indirect interest in the funds used to purchase the Products and/or Services; (iii) the Client is financing any illegal activity; and (iv) the Client is subject to any international sanction and is not directly or indirectly owned or controlled by any person or entity subject to any international sanction.

15. Confidentiality: Confidential Information shall be the sole and exclusive property of the Disclosing Party ("Disclosing Party"). The Parties agree that any Confidential Information shall be



provided and/or returned to the Disclosing Party or destroyed upon termination or expiration of the business relationship, upon written request. The Receiving Party ("Receiving Party") shall not disclose any Confidential Information to any third party nor use it except in direct connection with the existing business relationship between the Parties, solely for its internal use. This Section shall survive indefinitely after the termination or expiration of the business relationship. The Parties shall not disclose the existence, nature, or content of the Particular Terms or any other commercial information related to their relationship, except with prior written consent from the other Party.

16. Data protection: The Parties acknowledge and agree to comply with the applicable data protection regulations ("Data"), including the General Data Protection Regulation (GDPR), the applicable national data protection laws, and any legislation that may replace them. The Data provided by the Client for the execution of these General Terms & Conditions (GTCs) will be processed by Mimcord, acting as the data controller, for the maintenance and performance of the contractual relationship. The legal basis for the processing of the Data is the execution of the contract. The Data will be retained as long as the relationship with the Client is maintained, as well as for the necessary period to comply with legal obligations and to resolve any disputes that may arise. The Data will not be shared with any third party, except for service providers acting as data processors, or in case of a legal obligation. Data transfers outside the European Economic Area will only take place if the destination country provides an adequate level of protection or if there are adequate

safeguards for the protection of the Data. The Parties may exercise their data protection rights by sending a written notice to mimcord@mimcord.com

17. Assignment of Rights & Obligations: The Client shall not assign or transfer, in whole or in part, any right or obligation undertaken towards Mimcord without the prior written consent of Mimcord.

18. Intellectual & Industrial Property: The intellectual and industrial property rights over any Product, Service, documentation and material provided to the Client during the term of the business relationship shall remain the exclusive property of Mimcord (or its respective authors or licensors) and shall be used by the Client solely and exclusively under the terms of the business relationship established with Mimcord and these General Terms & Conditions (GTCs).

19. Governing Law and Jurisdiction: The present General Terms & Conditions (GTCs) shall be governed by and construed in accordance with the laws of Spain, without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTCs. The Parties, expressly waiving any other jurisdiction that may apply to them, agree that any disputes arising from the interpretation or execution of these GTCs or any other additional document that develops or complements them shall be submitted to the exclusive jurisdiction of the courts of the city of Barcelona (Spain).