

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. Purpose and Scope of Application. These general terms and conditions of sale apply to all sales of products made by **CIA Española de Hormigones Estampados, S.L.** and its associated companies, unless a specific contract is agreed in writing prior to the order. By placing an order, the customer accepts these conditions without reservation, which prevail over any other documents of the buyer, including its own conditions of purchase, unless **CIA Española de Hormigones Estampados, S.L.** or any of its associated companies agree otherwise in writing. These conditions are not also applicable to end consumers, since the products are intended for commercial or private use through their online sale. Documents, catalogues and brochures are for informational purposes only and have no contractual value. This contract is governed by Spanish law. The failure to apply any clause at any time does not imply its future waiver.

2. Orders. An order is considered final only when it is accepted and confirmed by **CIA Española de Hormigones Estampados, S.L.** or any of its associated companies. The quantities ordered must comply with the standard packaging specified in our catalogues. Orders are irrevocable by the customer, unless **CIA Española de Hormigones Estampados, S.L.** or any of its associated companies agree to a modification in writing. Any accepted modifications may affect the initially agreed delivery times.

3. Sale Price. Products are invoiced at the rates in effect on the date of the order. Any changes to the rates will be automatically applied on the date specified in the new rate and published on the www.pavistamp.com site. The prices indicated by quantity may vary if the order is for a smaller quantity. All prices are net, excluding tax, and are understood with standard packaging included.

4. Deliveries. Delivery times are indicative and depend on factors such as supply, carrier availability and order order. The seller can make partial or full deliveries. Delays in delivery do not imply penalties, compensations or cancellation of the order. Our company can provide an approximate delivery date, which may vary for orders of high turnover products received before 12:00 hrs. from 72 to 96 hours for orders of miscellaneous material, pending production or low rotation or even 24 -48 hours for orders of high turnover and in stock. For orders of personalized product, Balearic Islands, Canary Islands and Export, consult delivery and availability periods. Times are taken into account in working days. In certain extreme cases, we will particularly advise of delays longer than these periods or more than 15 days. The buyer must verify quantities at the time of delivery and notify any claims by certified mail within 48 hours of receipt.

5. Transportation and Claims. Our goods are delivered "ex-works" and travel at the risk of the recipient (EXW from our facilities in L'Aldea or Tortosa, Tarragona, Spain). The risk is transferred to the buyer when the products are delivered to the carrier. The customer must examine the order upon receipt and, in case of discrepancies, make the necessary reservations with the carrier and notify **CIA Española de Hormigones Estampados, S.L.** within 3 days. If no complaints are submitted within this period, the order will be deemed accepted. The responsibility of **CIA Española de Hormigones Estampados, S.L.** Incidents during transport are excluded, even if the carrier was chosen by us. If a non-conformity is confirmed after an inspection, the customer can only request the replacement of non-conforming products or the delivery of missing ones. Claims do not exempt the customer from payment for the goods. The customer cannot return goods without the prior written agreement of our company. In case of accepted return, a 10% discount will be applied to the price of the returned products and the shipping will be borne by the customer.

Complaints for quality defects must be reported by certified mail within 10 days of being detected. Our liability is limited to the actual value of the product supplied. Complaints are not accepted after 28 days from the application of the product on site. Users must follow the recommendations for use to assume full responsibility for their application, and can download the user manuals, prescription or technical data sheets from our website www.pavistamp.com or request it directly from the company.

6. Payment Methods. All our invoices will be paid within 30 days, with the due date on the invoice. Any amount unpaid at maturity will give rise to the payment by the customer of a late payment penalty equivalent to the most recent refinancing rate of the ECB (European Central Bank) increased by 10 points (article 7.1. of Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions). A lump sum compensation of 30 euros will also be applied (Article 8 of the aforementioned Law). These penalties will accrue automatically and may be demanded after a request has been sent.

In the event of late payment, all remaining sums due will be immediately due, regardless of the mode of payment envisaged, reserving the right to suspend or cancel orders and deliveries in progress, without prejudice to any other remedies. If our company has reason to fear difficulties in payment by the customer on the date of the order or after the order, or even if the customer does not present the same guarantees as on the date of acceptance of the order, our company may make the acceptance of the order or the continuation of its execution subject to a cash payment or presentation, on the part of the client, of sufficient guarantee in favor of our company.

7. Reservation of Title. Until full payment is made, the seller retains ownership of the products supplied. If the customer resells the products, we retain the right to collect the amount of the sale. In the event of non-payment, we have the right to recover the products where they are, under the supervision of the customer, to compensate for the debt created, as long as the material is in good condition, under the correct storage conditions and without expiration of its expiry dates, these causes being valuable to make the updated cost recalculations.

8. Warranties. Our warranty is limited to compliance with the specifications mentioned in the order acceptance. We are not responsible for the results obtained from the use of our products or for accidents that may occur after use. If a defect is recognized, our liability is limited to replacing the goods. Claims are not accepted on products that have been modified by the buyer.

9. Force Majeure. The seller may suspend deliveries or terminate the sale in the event of force majeure, such as fire, flood, war, epidemic, strike, or any event affecting production or transportation. These circumstances relieve us of any delivery obligation and suspend the contract without compensation.

10. Jurisdiction. For any incident related to these conditions, the parties submit to the courts and tribunals of Tortosa in Tarragona, Spain.

11. Validity of Terms. These terms of sale supersede the previous ones and will be in force until any change, which will be announced in advance or published on our website: www.pavistamp.com. This information and conditions will help us to have an improvement of scenarios and to be able to offer you a correct service on the production of our products and their improvement. These terms and conditions are based on our experience, compliance with local, national and EU regulations and laws. If you have any incident, claim or doubt, please contact us through your sales representative or by email: pavistamp@pavistamp.com. Please read these terms to understand how we work, what our conditions are and establish a correct way of working tailored to your organisation.