

**1. Scope of application**

All deliveries and related services shall be made exclusively on the basis of these conditions of sale. The application of the buyer's conditions of purchase is expressly excluded. These conditions of sale shall also apply to all future sales. Deviations from these conditions of sale shall require the express written consent of the seller.

**2. Offer and acceptance**

2.1 The seller's offers are not binding. Orders are valid only if they are confirmed in writing by the seller or if they are executed by the seller through delivery of the products. Unless confirmed in writing, any verbal agreement shall be null and void.

2.2 All orders placed by the buyer must be made in writing and must contain all the necessary information (product name, code, colour, width, price, buyer's order number and date, delivery and billing address). Industrial Sedó cannot be held responsible for errors or delays caused by purchase orders containing incomplete or incorrect information. A purchase order shall only be considered accepted once Industrial Sedó has sent a written confirmation of the order.

The buyer has two days from the date the order confirmation is sent to report any discrepancies between the buyer's order and Industrial Sedó's confirmation. After this period, only Industrial Sedó's confirmation shall be binding, particularly with regard to price and delivery times.

2.3 Any quotation or estimate made by Industrial Sedó to the buyer shall be valid for one month from the date of issue by Industrial Sedó.

2.4 Once the contract has been concluded in accordance with the provisions of sections 2.1, 2.2 and 2.3 (hereinafter referred to as the "contract"), it cannot be cancelled and the purchase price is due in full

2.5 Any request for modification of a contract shall be valid only if accepted by Industrial Sedó and with an additional charge. In any case, Industrial Sedó will not accept any request for modification if the order has already been produced, the product is not in stock or the order has already been physically prepared. However, depending on the case, Industrial Sedó may agree to add product before shipment.

2.6 The characteristics of Industrial Sedó products may change as a result of technological developments. Industrial Sedó reserves the right to modify their characteristics at any time. The buyer must ensure that he has the latest documentation to ensure that the technical data are still valid.

2.7 Industrial Sedó can accept an order only if the buyer provides sufficient financial guarantees.

**3. Manufacturer's data**

3.1. Prototypes or samples are only non-binding models. They do not guarantee any specific characteristics.

3.2. Deviations from product data or product-specific characteristics are permitted, provided they are insignificant despite all due care.

**4. Advice and custom-made products**

4.1 The seller shall provide advice to the best of its ability based on its research and experience. All data and information on the suitability and application of the products are given without obligation and do not release the buyer from carrying out his own checks and tests.

4.2 Custom-made products are products manufactured by Industrial Sedó according to the specifications provided by the buyer.

4.3 The buyer undertakes to accept that the quantity of products delivered may vary by plus or minus 15% in relation to the quantity ordered, due to the uncertainty associated with the production of custom-made products. Unless expressly agreed in advance by Industrial Sedó, any second quality material resulting from the production of a custom-made product ordered and produced by Industrial Sedó will be delivered and invoiced together with the first quality material. Industrial Sedó will not accept the return of custom-made products.

**5. Prices**

5.1 Unless otherwise stated in the contract, the prices of the products are expressed in euros, excluding taxes and other levies, according to Incoterm "ex works" at the premises of Industrial Sedó.

5.2 If, between the conclusion of the contract and delivery, the seller changes the prices or, more generally, the payment conditions of the products to be delivered, the seller shall be entitled to apply the prices or payment conditions in force on the date of delivery. In the event of a price increase, the buyer may cancel the agreement within 14 days of notification of the price increase.

5.3 If the price of the product includes a service provided by Industrial Sedó, the price of the product will be increased by the cost of the service, which is not included in the guarantees referred to in article 9.

5.4 Any additional services provided by Industrial Sedó will be invoiced according to Industrial Sedó's terms and rates in force at the time the order is placed.

If necessary, Industrial Sedó will provide the buyer with a detailed quotation.

**6. Delivery**

6.1 Delivery shall be made in accordance with the commercial conditions set out in each contract, which shall be interpreted in accordance with the INCOTERMS in the version in force at the time the contract is signed. Unless expressly agreed otherwise, prices are "ex works", excluding packaging. (EXW La Riera de Gaià-Tarragona-Spain).

6.2 The delivery times of the products are given for information purposes only and the buyer may not, on the basis of such delivery times, cancel an order or claim penalties or damages and/or refuse to pay the price or any up-front payment provided for in the order.

**7. Transport damage**

7.1 The buyer is obliged to inspect the goods immediately upon delivery.

7.2 Any claims for damage in transit must be made by the buyer directly to the carrier within the period specifically laid down for this purpose, with a copy to the seller.

7.3 No returns will be accepted without the prior written consent of Industrial Sedó. Industrial Sedó may, at its discretion, decide to replace the product.

**8. Traceability - compliance with technical specifications**

8.1 Buyers of Industrial Sedó products undertake to comply with all standards and to use the products correctly, as well as to ensure the traceability of the products they order, use or market.

8.2 In the case of products intended to be used for work where the colour must be identical, the buyer must inform Industrial Sedó of this requirement and check that the fabrics used are from the same production batch. Industrial Sedó shall not be held responsible for any failure to comply with the technical specifications or for the use of different batches for production after the products have been delivered.

**9. Guarantee and liability**

9.1 Industrial Sedó undertakes to comply with the characteristics set out in the technical specifications in force on the date of the contract.

9.2 It is the buyer's responsibility to determine the suitability of each product for its intended use.

9.3 Any recommendations or possible recommendations as to the use or application of the products, or any additional specifications or guarantees as to the products, given by the seller or any of its employees or agents (e.g. by email, telephone, etc.) in addition to the standard written sales specifications shall not constitute a guarantee as to the results which the buyer intends to obtain or may obtain from its own manufacturing process and the seller shall have no liability in respect thereof.

9.4 In the event that the parties have agreed that the products are to be sold as "out of specification material" (the standard sales specifications), second quality products, products made from reprocessed material or the like, the seller accepts no liability for the quality of the products.

9.5 Minor variations in quantity shall not be considered as defects and shall be accepted by the buyer. The buyer will be invoiced only on the basis of the goods actually delivered.

9.6 If, in the opinion of the buyer, the goods are visibly defective and no complaint is made within three days by registered letter with acknowledgement of receipt, or if the goods delivered under this contract are processed, this shall constitute irrevocable acceptance of the goods by the buyer and a complete waiver by the buyer vis-à-vis the seller.

9.7 The buyer is responsible for putting together and installing the products in accordance with the standards, good practice, design, calculations, construction parameters (welding, reinforcement, etc.) and safety regulations of the country of destination.

9.8 Some of the products marketed by Industrial Sedó are covered by a contractual guarantee. In this case, the terms and conditions of the applicable guarantee (duration, start date, tensile strength, reaction to fire, waterproofing, percentage of costs covered, exclusions from the guarantee, etc.) shall apply.

It is the buyer's responsibility to refer to the terms of the applicable guarantee, which will be provided upon request.

9.8 In cases where there are contractual guarantees relating to the products, they will never apply if the products have been:

a) Subjected to misuse, neglect, alteration or accidental damage to the external finish which has resulted in excessive wear, friction, scratches or punctures beyond normal wear and tear.

b) Exposed to harmful chemicals, excessive wear from machinery or equipment, abnormal or unsuitable environmental conditions, falling objects, explosion, fire, flood, riot, external forces, improper or defective installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere.

c) Damaged during handling by the buyer, other users or consumers of the products, or have been exposed to high levels of atmospheric pollution or to inappropriate or ineffective aggressive detergents or cleaners.

d) Installed in architectural structures that do not comply with recognised engineering standards, or repaired or modified by anyone other than an Industrial Sedó representative in any way that, in the sole opinion of Industrial Sedó, affects the quality and functionality of the products.

9.9 Any claim made by the buyer under this contractual guarantee must be made in writing, by registered letter with acknowledgement of receipt, to Industrial Sedó at the address indicated in the contractual guarantee clauses of the product, within 30 days of the discovery of the alleged defect. Failure to notify Industrial Sedó of the defect within 30 days of its discovery will mean that the guarantee will not apply to the defect in question. Following the notification of a defect, Industrial Sedó must be able to inspect the product on site and under the conditions of use in order to take appropriate corrective action in good time. If the representatives of Industrial Sedó are not allowed to inspect the defect found, the contractual guarantee shall be null and void and of no legal effect for such defect.

9.10 Industrial Sedó does not assume any implied guarantee or any other obligation other than the obligation provided for in this article, in particular any guarantee of merchantability and/or fitness for a specific use. Industrial Sedó shall provide the services and manufacture the products in accordance with good practice and shall fulfil its contractual obligations with the utmost care in the exercise of its profession.

#### **10. Place of payment**

Irrespective of the place of delivery of the goods or documents, the place of performance of the obligation to pay shall be the seller's head office.

Unless otherwise stated in the contract, no discounts will be granted for up-front payments.

#### **11. Delay in payment**

10.1. Failure to pay the purchase price when due shall constitute a material breach of the contract. The buyer shall be in default if he fails to pay within the agreed period. If a calendar date has been agreed for payment, the buyer shall be in default without notice if he fails to pay within the agreed period.

10.2. In the above-mentioned cases, the seller shall be entitled to demand payment of interest on arrears at a rate of three percentage points above the one-month EURIBOR (Euro Interbank Offered Rate) applicable at the time of default, plus bank charges incurred as a result of non-payment or the return of bank drafts.

#### **12. Buyer's creditworthiness**

In the event of reasonable doubt as to the buyer's creditworthiness, in particular in the event of default in payment, the seller may, without prejudice to his right to assert further claims, revoke extensions of payment and demand advance payments or securities for subsequent deliveries.

#### **13. Retention of title**

13.1 The seller shall remain the owner of the goods until the price of the goods has been paid in full.

13.2 The delivery of a document creating an obligation to pay (promissory note, etc.) does not constitute payment within the meaning of this clause.

13.3 Until such time as ownership of Industrial Sedó's products has been transferred to the buyer, the latter shall refrain from pledging or guaranteeing any rights over them to a third party.

#### **14. Force majeure**

Any event or circumstance beyond the seller's control, such as natural phenomena, war, labour disputes, shortage of raw materials and energy, traffic or production disruptions, fire or explosion damage, government regulations, shall release the seller from its contractual obligations to the extent of the consequences of such event and for the duration of such event. This shall also apply if the performance of the contract becomes unprofitable for the seller for a reasonable period of time after the removal of such events or circumstances, or if such events affect the seller's suppliers. If these circumstances continue for more than three months, the seller may unilaterally terminate the contract.

#### **15. Competent jurisdiction**

15.1. The Courts of Tarragona shall have exclusive jurisdiction over any dispute arising from these general conditions and sales, regardless of the place of order, delivery, payment, method of payment and even in the event of a guarantee or multiple respondents. Bills of exchange do not modify or derogate from this jurisdiction clause.

15.2. The conferral of jurisdiction is general and applies whether the action is a main action, an interlocutory action, an action on the merits or an urgent action.

#### **16. Applicable regulations**

The contract of sale is governed by the law of the country of the seller and the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 does not apply.

#### **17. Notices**

Notices and other communications from one party to the other party shall be effective upon receipt by the party to whom they are addressed. Whenever a time limit is to be observed, the notice must reach the party to whom it is addressed within that time limit.

#### **18. Laws of the importing country**

The buyer shall be responsible for complying with the legal and administrative regulations of the country of destination in respect of the import, delivery, storage and use of the goods supplied by the seller.

#### **19. Set-off, right of retention**

The right of set-off or retention may be exercised only if such rights are undisputed or have been recognised by a final court judgement.

#### **20. Miscellaneous**

Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.

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