

## **GENERAL SALES CONDITIONS**

### **1-DEFINITIONS**

In these General Sales Conditions (“hereafter GSC”), the following terms will have the definitions indicated as follows;

- SELLER, any of the following companies will be considered Seller: “Apliband, S.L.”, “Perfiles y Chapas Aluminios Andalucía, S.L.” and “Eurosanmarve, S.L.”.
- CUSTOMER, is any natural or legal person, Company or organization with capacity to contract the SELLER according to current legislation.
- GOODS, is the product of the contract according to mentioned in these GSC and when applicable, in the offer and order.

### **2-GENERAL CLAUSES**

Our offers, services, deliveries and requests for offer are exclusively regulated by these terms and conditions. By registering as a CUSTOMER, and when placing an order, the CUSTOMER recognizes and agrees to these GSC. Any of the CUSTOMER’S terms and conditions that diverge from these GSC, will not be considered part of the contract. Our GSC also apply if delivery and issue of urgent services is carried out in full knowledge of the contradictions and differences in terms and conditions. In each case, the current GSC will be the determinant ones at the time of conclusion of the contract. Any agreement must be made with the aim of carrying out the contract and, if deviating from these GSC, this should be formalized in writing to become legally effective.

### **3-AVAILABILITY OF THE GENERAL SALES CONDITIONS**

The content of the present GSC is at CUSTOMER’S disposal on the web-site ([www.apliband.com](http://www.apliband.com)), which can be accessed prior to the conclusion of the contract.

### **4-OFFERS AND ORDERS**

Prices and offers sent by the SELLER prior to the sale, will not be binding for the purpose of this contract. The CUSTOMER should place the orders in writing and these will only be valid and binding when an express acceptance of the order has been given and written by the SELLER. Possible technical deviations and tolerances of the GOODS are reserved according to current regulations and the corresponding quality label. The SELLER guarantees that the goods adjust to the terms stated in the Order confirmation. Any other guarantee concerning the commercialization or suitability of the goods for a particular purpose is excluded.

### **5-CANCELLATION AND/OR MODIFICATION OF AN ORDER**

The cancellation and/or request for modification of a current order, requested by the CUSTOMER, will only take effect if it is carried out in writing within 3 days following the order confirmation and will require, by all means, a firm and written agreement by the SELLER.

In case the order has special items or processes for its production, the SELLER will have the right to charge the CUSTOMER the corresponding costs for the expenses incurred, including being able to withhold advanced payments of the CUSTOMER. The same case would happen, if the order has already been manufactured and therefore finished.

### **6-SHIPMENT**

The SELLER will inform of shipment time of GOODS, and this will always be indicative and, in no case, should it be binding and therefore, the expiry of it will not give the CUSTOMER the right to any compensation, neither the rejection of the delivery, nor the suspension of the payment of the GOODS. A non-delivery caused by reasons imputable to the CUSTOMER will oblige CUSTOMER to pay the extra costs that SELLER had incurred in by this circumstance.

## **7.-ASSUMPTION OF RISK AT DELIVERY AND STORAGE OF GOODS**

The transfer of risk of damage and loss of GOODS to the CUSTOMER will occur since the moment that these are made available in the location specified by the CUSTOMER and accepted by the SELLER and assuming the CUSTOMER all risks and costs incurred from this moment on. Upon reception, the CUSTOMER shall carry out a control of the GOODS in order to verify if these ones match or not, his order. On the contrary, our services and delivered products are considered fully approved. The CUSTOMER should carry out an inspection of the GOODS (before any alteration or use of them), in a time limit of max. seven days from the delivery. Furthermore, the SELLER will not be hold responsible for damages caused by third parties' works and that have not been approved by SELLER. The delivered GOODS or the services given by the SELLER remain his ownership (reservation of ownership) until the outstanding debts have been fully paid. In case of breach of contract from SELLER's side, most of all in case of delay in payments, the SELLER is authorized to take back the goods or products delivered and the CUSTOMER is obliged to deliver the goods or products, subject to reservation of property, at the unilateral request of the SELLER. The embargo or withdrawal of the delivered goods, will not be considered a contract termination, nor the agreed reservation of the property/goods, unless this has been declared in writing. After the withdrawal of the delivered goods, the SELLER is authorized to use them at any time.

## **8.-RETURNING THE PRODUCT**

In case of non-conformity of the delivered products, and in a maximum of seven days from the reception, the CUSTOMER can always obtain replacement of the PRODUCT received, when he receives written confirmation of acceptance by the SELLER, who will bear the expenses derived from the return of and/or refund of the delivered PRODUCT, while limiting this amount to the price paid by the CUSTOMER.

The rights of the CUSTOMER for any compensation for damages that could be caused to the CUSTOMER, as a consequence of loss of production, delay in development of activity or processing of the GOODS to third parties related to the CUSTOMER, remain excluded. The SELLER is not held responsible of damages that may occur, directly or indirectly, by the use or bad installation of the sold products, or the incorrect use of them for another use to which they are not intended.

## **9.-PRICES**

Prices do not include any kind of tax or fee. Any tax, right or fee that is earned by conformity with the legislation applicable, must be paid by the CUSTOMER. The SELLER can modify prices in orders already accepted, when there's any change in the cost of material, staff or operating costs. In connection with this, the CUSTOMER should be informed of this change and in case he does not cancel the order within five working days from reception of notice, it is understood that the price is accepted in every way.

## **10.-PAYMENT TERMS AND GUARANTEES OF THE SAME**

Payment of GOODS or services, will be carried out in cash, at the SELLER's premises at the moment of delivery or by bank transfer made beforehand to it. If other modes of payment are contemplated, always when SELLER has previously agreed with them, with the established terms in Law 15/2010 of 7th of July, establishing measures to prevent late payment in the commercial transactions and that are partially modified in Law 3/2004 of 29th of December. Non-payment or delay in payment, as well as partial payment by the CUSTOMER, will authorize the SELLER to terminate the contract, without prejudice to the compensation for damages to which the SELLER may be entitled. The CUSTOMER should reimburse the SELLER costs that he could have been incurred in, including the procedural costs. In the same way, and under article 1195 of the Civil Code, the SELLER may compensate the CUSTOMER the amount that he could owe, up to covering the amount of pending quantity until then. The amounts owed by the CUSTOMER which are not settled at the agreed date, will accrue late interest in favor of the SELLER, under the terms established by the previous mentioned Law.

## **11.-RESERVATION AGREEMENT**

GOODS remain property of the SELLER until price, interests and ancillary quantities have been completely paid by the CUSTOMER. Until the transfer of property to CUSTOMER takes place, he is obliged to store the GOODS properly, maintaining the identifications of ownership of the SELLER. This reserved ownership does not prevent the SELLER from exercising any actions that might protect his rights

## **12.-RESPONSIBILITIES**

SELLER is not to be held responsible of the damages that could occur – directly or indirectly – as a consequence of mishandling use or faulty installation of the GOODS; as well as the use of them for a different purpose than the one intended for. After making any complaint pursuant to conditions 7 and 8 above, and having given the SELLER his acceptance to this, he will only be obliged to replacing the GOODS, without being liable for the damages that directly or indirectly could have occurred. Any kind of responsibility of the SELLER derived from the delivery of the GOODS shall be limited to the value of these.

The aforementioned limitation of liability shall apply even to third parties who have purchased the product from the BUYER. For this purpose, the BUYER will assume against the SELLER any excess of compensation that the SELLER must face due to a possible non-contractual action that is filed by the third party against the SELLER.

Without prejudice to the provisions of Condition 7 above, any contractual action must be the subject of a legal claim within 3 years after the goods are made available to the BUYER.

## **13.-FORCE MAJEURE**

The impossibility of any of the parties to comply with their obligations as a consequence of the concurrency of force majeure event, will not result in an automatic contract resolution, although the affected party should immediately communicate the other party the suspension of the contract in writing. If the contract suspension has a validity of more than thirty calendar days, either party may terminate the contract by previous written notice; having the SELLER the payment rights of the delivered GOODS, and in case of any partial delivery, as well as refund of any costs that could have been incurred as a consequence of the charge and prior to the resolution. The following causes, among others, represents force majeure: acts of war and/or sabotage, revolutions, strikes, lockouts, acts of terrorism, lack of, or non-validity of raw material, fires, hurricanes, earthquakes, floods, storms and other atmospheric phenomena, explosions, destruction or machine or installation failure, delays or non-compliance of the providers, shortage of labor, energy or raw material, acts of public authority, etc. If the SELLER is not responsible for the delay of fulfilling the order, for example due to difficulties with import, force majeure, operational interruptions or delay from our suppliers, the period of serving the order will be extended in adequate way, at least for the duration of the impediment. In case that delivery or the fulfillment does not result possible due to beforementioned circumstances, the SELLER will be exonerated from his delivery and service obligations. Any rights of compensation of damages are excluded. The SELLER will inform immediately to the CUSTOMER of the occurrence of such impediments for the fulfillment.

## **14.-INSOLVENCY**

If the CUSTOMER should be declared to have undergone insolvency proceedings, supervised administration or similar; dissolution, settlement or transfer of all, or part of his assets, the SELLER can proceed to the termination of the contract by written notice, without prejudice to any other rights which it may have in law or in terms of recovery of damages suffered, and the payment by the CUSTOMER of all the amounts due or those other pending that will be considered as expired and payable of such an act

## **15.-INTELLECTUAL PROPERTY LAW**

The properties of the SELLER are: any patents, brands, commercial names or other rights of industrial property as well as any intellectual property rights, including but not limited to, all rights of reproductions of the sold Products, as well as its drawings, remarks or prepared specifications by the SELLER. No document delivered by the SELLER should be copied or handed over to third parties without prior consent, and should be returned to the SELLER in the moment he requests it.

The CUSTOMER is obliged not to remove from the Products, materials or delivered documents by the SELLER: the brand name, nor reference of the patent, nor inscription that concerns the reproduction rights, nor any other inscription or symbol related to the existence of rights of intellectual and/or industrial property rights.

Offers, order confirmations or documents that are included in the scope of delivery remain property of the SELLER. The use is only permitted within the framework of the contract.

## **16.-DATA PROTECTION**

With the acceptance of these General Sales Conditions, the CUSTOMER is informed and consents to them. Under the regulation, UE 2016/679 of the 27th of April from the European Parliament and Council, the SELLER informs the CUSTOMER that the data will be handled by the company Apliband SL with the VAT no. ESB81505125, the company Perfiles y Chapas Aluminios Andalucía SL with the VAT no. ESB80216906, and the Company Eurosanmarve SL with the VAT no. ESB87838959, all with corporate address in C/ FABERO Nº 10 – Fuenlabrada (28947), with the aim of carrying out the correct follow-up of offers, orders and invoice issuing with legitimation in the contractual relationship between the parties. The data processing will be kept for a period not superior of 6 years from the termination of the contractual relationship. The CUSTOMER may exercise his right of suppression, opposition, portability, limitation, access and removal by addressing request to Apliband S.L., Perfiles y Chapas Aluminios Andalucía S.L. y Eurosanmarve SL, and go to the State Control to present any claim that is considered appropriate or contact with our Data Protection Officer by mail: [dpo.apliband@lock4data.es](mailto:dpo.apliband@lock4data.es).

You can find further information about our policy for data protection in: [www.apliband.com](http://www.apliband.com)

## **17.-NOTIFICATIONS**

All notification that is agreed between the parties, will be in written and by a process that ensures receipt of the message.

## **18.-ANNULMENT, LEGISLATION AND COMPETENT JURISDICTION**

In case any of the present General Sales Conditions should be deemed null and void – in total or partially – by a court, the implementation is omitted; but without affecting said declaration, the rest of the conditions that remain in full force and effect. The present General Sales Conditions are governed and interpreted by Spanish law. The international rules for the interpretation of the trade conditions elaborated by the International Chamber of Commerce, are applicable to all our international transactions.

For any questions or differences that may arise in connection in interpreting or implementation of the present General Sales Conditions, both parties agree to submit any issue to the Courts and Tribunals of Madrid, Spain.

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## 15.-INTELLECTUAL PROPERTY LAW

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The CUSTOMER is obliged not to remove from the Products, materials or delivered documents by the SELLER: the brand name, nor reference of the patent, nor inscription that concerns the reproduction rights, nor any other inscription or symbol related to the existence of rights of intellectual and/or industrial property rights.

Offers, order confirmations or documents that are included in the scope of delivery remain property of the SELLER. The use is only permitted within the framework of the contract.

## 16.-DATA PROTECTION

With the acceptance of these General Sales Conditions, the CUSTOMER is informed and consents to them. Under the regulation, UE 2016/679 of the 27th of April from the European Parliament and Council, the SELLER informs the CUSTOMER that the data will be handled by the company Apliband SL with the VAT no. ESB81505125, the company Perfiles y Chapas Aluminios Andalucia SL with the VAT no. ESB80216906, and the Company Eurosanmarve SL with the VAT no. ESB87838959, all with corporate address in C/ FABERO N° 10 – Fuenlabrada (28947), with the aim of carrying out the correct follow-up of offers, orders and invoice issuing with legitimation in the contractual relationship between the parties. The data processing will be kept for a period not superior of 6 years from the termination of the contractual relationship. The CUSTOMER may exercise his right of suppression, opposition,

portability, limitation, access and removal by addressing request to Apliband S.L., Perfiles y Chapas Aluminios Andalucía S.L. y Eurosanmarve SL, and go to the State Control to present any claim that is considered appropriate or contact with our Data Protection Officer by mail: [dpo.apliband@lock4data.es](mailto:dpo.apliband@lock4data.es).

You can find further information about our policy for data protection in: [www.apliband.com](http://www.apliband.com)

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For any questions or differences that may arise in connection in interpreting or implementation of the present General Sales Conditions, both parties agree to submit any issue to the Courts and Tribunals of Madrid, Spain.

