

GENERAL CONDITIONS OF SALE

1. Scope of application

These GENERAL CONDITIONS OF SALE–hereinafter SAMCA GCS– shall be applicable in all sales or provisions –hereinafter, the SALE–, in which the SAMCA is the supplier or seller, of goods, machinery and any other assets –hereinafter, the OBJECT OF SALE– for which no specific contract has been signed by SAMCA and the BUYER.

These conditions will be published for general knowledge of all the BUYERS in the SAMCA website.

These SAMCA GCS will be applied from 1 April, 2022, until they are substituted by subsequent ones.

2. Documentation of the SALE

The SALE is documented in SAMCA's OFFER –hereinafter, the OFFER– and where applicable, in the acceptance of the offer by the BUYER.

The acceptance of the OFFER by the BUYER entails its acceptance of these SAMCA GCS for that SALE, which will be the only ones that will regulate it, even in the case where the BUYER has some general of purchase conditions or similar, whose application shall be completely substituted by the SAMCA GCS

If the BUYER should want to enter any clause pact or condition into the SALE, other than those regulated in the OFFER or in these SAMCA GCS, the BUYER must expressly request it in its document of acceptance of the offer and obtain from SAMCA the express and written approval of its request. The reference to its general conditions shall be considered as not having been made unless they had been expressly accepted in writing by SAMCA.

In the absence of a document accepting the OFFER, the beginning of any work or the performance of any act by the BUYER that implies the start of executing the OFFER will be considered as the acceptance of the OFFER.

3. Price and payment method

The price and the payment method shall be those specified in the OFFER.

4. Delivery site, date and conditions

The delivery site, date and conditions shall be indicated in the OFFER.

SAMCA and the BUYER will pay the costs that may correspond to each one according to the Incoterms set out in the OFFER or, in their absence, according to the delivery conditions established therein.

The delivery must be accepted by the BUYER whenever it is made on the delivery date indicated in the OFFER and the OBJECT OF PURCHASE meets the specifications listed in the OFFER.

If the OBJECT OF SALE is delivered packaged or, in order to determine its quality, an analysis is required, and the BUYER's quality controls show that the OBJECT OF SALE does not have the agreed quality, the BUYER can reject the OBJECT OF SALE in the period of seven days from the delivery of the OBJECT OF SALE.

In case of a discrepancy on the quality between SAMCA and the BUYER, it shall be submitted for opinion of an official organisation which is competent in the subject, chosen by the BUYER, to conduct an alternative analysis, with its opinion being binding for both parties. The cost of this opinion will be paid by the party against whom the discrepancy is resolved.

In the SALES in which the OBJECT OF SALE is ceramic bodies or products, said organisation will be the Instituto de Tecnología Cerámica of Castellón.

The BUYER having proceeded to reject the delivery of the OBJECT OF SALE in accordance with the provisions of the preceding paragraphs and being accredited that it does not meet the promised quality, SAMCA will proceed to withdraw the OBJECT OF SALE, being on account and charge of SAMCA all the expenses that this entails

5. Guarantee

SAMCA guarantees that the OBJECT OF SALE has the technical specifications listed in the OFFER.

In case an additional guarantee by SAMCA exists, this guarantee will be extended in the strict terms in which it was granted.

In any case, SAMCA does not guarantee the use made of the OBJECT OF SALE by the BUYER or by its customers, or its potential applications or its aptitude for use for which the BUYER or its customers may employ it.

6. Assignment

Neither of the parties can assign the rights and obligations of the OFFER without the written consent of the other party.

7. Taxes

With the exception of the VAT, which will be borne by whomever it corresponds to legally, any other tax associated with the SALE shall be paid by the BUYER.

8. Suspension of the SALE by SAMCA

In case of non-compliance and/or lack of timely compliance or defective compliance of any of the BUYER's obligations, SAMCA shall have the right to suspend the execution completely or partially, with the BUYER being liable for any damages and losses such suspension may cause to SAMCA. This will be done by written notification from SAMCA addressed to the BUYER.

9. Liability limit

SAMCA's prices are prepared and negotiated on the basis this its maximum liability towards the BUYER, for any item, is limited to the price paid for the OBJECT OF SALE causing the damage. SAMCA's liability in no case will include indirect and consequential damages, which will be assumed by the BUYER. These limitations will not apply in case of wilful deception.

Neither will these limitations apply when there is an agreement in this respect signed by SAMCA and the BUYER, in which case it shall be as agreed.

10. Data protection

The personal data of natural persons –the DATA– that are supplied or have been supplied in relation to the SALE, by one of the parties to the other, whether of its representatives, its employees, employees of its subcontractors or of any other natural person –hereinafter the Stakeholders–, will be processed by the other party exclusively for the performance of the SALE and to comply with all the legal and contractual obligations derived from it.

The DATA shall be preserved during the performance of the SALE and, once it is finalised, while they are necessary for compliance with any legal obligation. The Parties can preserve their respective copy of the CONTRACT on paper or on digital media according to their respective filing rules.

For the purposes of the Stakeholders being able to exercise in the legally provided cases the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, SAMCA, with respect to the Data provided to it, designates the following e-mail address: datospersonales@samca.com.

The Stakeholders may also present a claim to the Spanish Data Protection Agency (www.aepd.es).

11. Compliance

The BUYER declares that it knows the Code of Ethics and the Compliance Policy of the SAMCA Group, which has been made available to it through the following link <https://gruposamca.com/cumplimiento-normativo>, and undertakes to maintain, either directly or through its suppliers, contractors and/or subcontractors, during the performance of the SALE, behaviour according to the current laws at every moment and to the Code of Ethics and Compliance Policy of the SAMCA Group.

12. Applicable legislation

The SALE shall be governed by Spanish legislation.