

**1.** The following General Terms and Conditions govern the sale between Cifre Ceramica S.L., the seller, and the customer, the buyer, as documented on the front of this document. Any modification to these General Terms and Conditions must be made in writing with the express consent of Cifre Ceramica S.L.

**2.** Acceptance by Cifre Ceramica S.L. of orders received from the buyer is considered to have been made by means of written confirmation or by the delivery or provision of the goods ordered. Placing an order implies acceptance by the buyer of these general terms and conditions.

**3.** The goods shall be shipped from Cifre Ceramica S.L., which is responsible for delivery. The place of destination shall be the buyer's address, unless otherwise indicated. The obligations of the parties in relation to the delivery of the goods (transfer of responsibility, insurance costs, customs formalities, etc.) shall be those resulting from the specific conditions agreed upon as stated on the front of this document (INCOTERMS 2010).

**4.** The loading and shipment of the goods to the buyer implies that Cifre Ceramica S.L. has checked the goods before loading and that they are in the agreed condition, without defects or deficiencies.

**5.** Upon receipt of the goods, the buyer is obliged to examine them immediately for defects or faults. External or visible defects must be notified in writing to Cifre Ceramica S.L. within fourteen (14) days of receipt of the goods. In the case of hidden defects, the period for making a claim shall be thirty (30) days from receipt. If the buyer does not notify any defects within the stipulated periods, the goods shall be considered to be in conformity. The purchaser of defective goods may, provided that they have made a claim within the deadline, choose from the following remedies: 1) delivery of new goods in exchange for the return of the defective goods; 2) a refund of the price paid in exchange for the return of the defective goods. The returned goods must be in their original packaging and in perfect condition. Acceptance of the return by Cifre Ceramica S.L. does not imply recognition of the claim for defects or faults.

**6.** Cifre Ceramica S.L. shall not be liable for any industrial consequences arising from the application of its products. Therefore, customers of Cifre Ceramica S.L. must carry out preventive tests on the products before using them.

**7.** In the event of defects in the quantity supplied by Cifre Ceramica S.L., the purchaser shall only be entitled to claim the quantity not delivered.

**8.** Cifre Ceramica S.L. shall be entitled to offset any sum owed to it by the purchaser against any sum payable to the purchaser.

**9.** In the event of non-compliance with the terms of payment and/or return of the negotiated items, the buyer shall be responsible for the return costs plus any administrative and legal costs that may arise, including solicitors' and attorneys' fees.

**10.** In the event of late payment for the goods by the buyer, as well as if their assets are seized or if there is a substantial deterioration in their situation. Cifre Ceramica S.L. shall be entitled to demand immediate payment of the invoiced amount and to withhold all outstanding supplies and services and to make the delivery of goods conditional - even if the buyer is no longer in default - on advance payment in cash for the same, as well as to claim the corresponding compensation.

**11.** Goods delivered by Cifre Ceramica S.L. are subject to a retention of title clause. Ownership of the goods shall only pass to the buyer once they have been paid for in full. The retention of title in favour of Cifre Ceramica S.L. extends to new or already transformed products, without being affected by the resale of the goods or products that have been subsequently manufactured.

**12.** The parties submit the relations resulting from the purchase and supply of goods to the provisions of Spanish law, in particular with regard to these General Terms and Conditions of Sale.

**13.** In the event that any of the clauses of these General Conditions is considered or proves to be totally or partially invalid or void, it shall be replaced by a new and valid clause that is as close as possible to the legal and economic purpose of the replaced clause. The remaining clauses shall remain in force and continue to apply.

**14.** The parties expressly waive any jurisdiction that may correspond to them submit to the courts and tribunals of Castellón to resolve any dispute, conflict or claim arising in connection with the commercial relationship established between the parties resulting from the purchase and delivery of the goods and, in particular, those provided for in these General Conditions of Sale, including disputes relating to their formation, legal validity, modification or termination.

**15.** In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the personal data provided by the purchaser will form part of a data processing operation for which Cifre Ceramica S.L. is responsible, and whose purpose is to manage customer-related data, manage orders, delivery notes, invoices, financial status and transaction history. Cifre Ceramica S.L. will process the data provided in accordance with the data protection obligations imposed by current legislation. You may, at any time, exercise your rights of access, rectification, erasure, restriction of processing, portability and objection by sending a request to Cifre Ceramica S.L., as well as withdraw your consent at any time without affecting the lawfulness of the processing based on the consent prior to its withdrawal, and exercise your right to lodge a complaint with a supervisory authority.