

1. SCOPE OF APPLICATION

These general sales conditions –hereinafter, GRES' GSC - shall apply to all the purchase/sales or supplies –henceforth, the SALE-, in which GRES ARAGÓN, SA -hereinafter, GRES ARAGÓN- is the seller or supplier of merchandise or any other movable good –hereinafter, the SALES ITEM- for which no specific contract has been entered into by GRES ARAGÓN and the BUYER.

They will be published on the GRES ARAGÓN website for the general information of all BUYERS.

These GRES General Terms and Conditions shall apply from 1 July 2024 until they are superseded by subsequent terms and conditions.

2. DOCUMENTATION OF THE SALE

The sale is documented in GRES ARAGÓN's offer –henceforth, the OFFER- and, where applicable, in the acceptance of the OFFER by the BUYER.

The acceptance of the OFFER by the BUYER will entail the acceptance by the latter of GRES' GSC in that SALE, which shall be the only ones that will regulate it, even in the case where the BUYER may set out some general or similar purchasing conditions, whose application shall be fully substituted by these conditions.

If the BUYER wants to insert any clause, pact or condition into the SALE that is different from those regulated in the OFFER or in GRES' GSC, the BUYER must expressly request it in its offer acceptance document and obtain from GRES ARAGÓN its express written conformity with said request. The reference to its general conditions shall be considered as not being made unless they had been expressly accepted in writing by GRES ARAGÓN.

In the absence of an OFFER acceptance document, the beginning of any work or the implementation of any act by the BUYER shall be understood as accepted by the latter, or the performance of any act by it that involves starting to carry out the OFFER.

3. PRICE AND PAYMENT METHOD

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

4. DELIVERY PLACE, DATE AND CONDITIONS

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

GRES ARAGÓN and the BUYER shall pay the expenses that correspond to each of them according to the Incoterms set out in the OFFER or, failing that, according to the delivery conditions established therein.

Delivery must be accepted by the BUYER whenever it is done on the delivery date indicated in the OFFER and when the SALES ITEM meets the integrity of the OFFER specifications.

If the SALES ITEM is delivered packaged or if conducting an analysis is necessary to determine its quality, or if the inspection of the SALES ITEM after unpacking or the BUYER's quality controls make it clear that the SALES ITEM does not comply with the agreed quality, the BUYER can reject the SALES ITEM in the period of seven days from the delivery of the SALES ITEM.

In case of a disagreement between GRES ARAGÓN and the BUYER concerning the quality, it shall be submitted for an expert opinion from an official organisation competent in the subject, chosen by GRES ARAGÓN, in order to conduct an alternative analysis, with this opinion being binding on both parties. The costs of this opinion shall be paid by the party against whom the disagreement is decided. In the SALES in which the SALES ITEM is a ceramic product, this organisation will be the Ceramic Technology Institute of Castellón.

If the BUYER has proceeded to reject the SALES ITEM in the delivery period according to the previous paragraphs and if it is accredited that it did not comply with the promised quality, GRES ARAGÓN must remove the SALES ITEM, with all the expenses that this entails being payable by GRES ARAGÓN.

If the SALES ITEM were a product not listed in the catalogue, GRES ARAGÓN may supply and the BUYER must acquire and pay the price of all the amounts manufactured for such purpose of this product up to a maximum of five percent (5%) in addition to the amount included in the OFFER.

5. GUARANTEE

Without prejudice of the provisions of Annex I of GRES' GSC, GRES ARAGÓN guarantees that the SALES OBJECT has, on the delivery date, the technical specifications indicated in the OFFER.

The ITEM SOLD is covered by a three-year warranty, starting from the invoice date of the SALE, in accordance with Spanish and European legislation in force on that date.

In case there exists an additional guarantee by GRES ARAGÓN, this guarantee shall be written in the strict terms in which it was granted.

In any other case, GRES ARAGÓN does not guarantee the use given to the SALES ITEM by the BUYER or by its different clients, or its potential applications, or its suitability for the use for which the BUYER or its clients destine it.

In no case will the guarantee cover defects that could be caused by incorrect placement, use or maintenance. The recommendations for placement, cleaning and maintenance are available to the BUYER in the section "Downloads" of the website www.gresaragon.com.

6. ASSIGNMENT

Neither of the parties may assign the rights or obligations of the OFFER without the written consent of the other party.

7. TAXES

The VAT and any tax associated with the SALE shall be paid by the BUYER.

8. SUSPENSION OF THE SALE BY GRES ARAGÓN

In case of non-compliance, lack of timely compliance and/or the defective compliance of any of the BUYER's obligations, GRES ARAGÓN shall have the right to suspend the execution of the SALE totally or partially, with the BUYER being liable for any damages and losses this suspension may cause GRES ARAGÓN. The suspension will be done by means of a written notification from GRES ARAGÓN to the BUYER.

9. RESERVATION OF OWNERSHIP

GRES ARAGÓN will continue being the owner of the SALES ITEM until the complete payment of the price is received. Without prejudice that GRES ARAGÓN may agree to accept as payment bills of exchange, promissory notes or cheques, the credit right will only be satisfied once GRES ARAGÓN has received the irrevocable payment of the bill of exchange, promissory note or the irrevocable collection of the cheque.

10. LIABILITY LIMIT

GRES ARAGÓN's prices are prepared and negotiated based on the fact that its maximum liability towards the BUYER for any item is limited to the price paid for the SALES ITEM causing the damage. In no case shall GRES ARAGÓN's liability include indirect and consequential damages, which will be assumed by the BUYER. These limitations shall not apply in case of GRES ARAGÓN's wilful misconduct.

Neither shall these limitations be applied when there is an agreement in this sense signed by GRES ARAGÓN and the BUYER, in which case it will be according to what is agreed.

11. DATA PROTECTION

The personal data of natural persons -the Data- that are provided or have been provided in relation to a sale by GRES ARAGÓN, whether they are of their representatives, workers, subcontractors' workers or any other natural person -hereinafter the Stakeholders-, shall be processed by the other party exclusively for the purpose of implementing the purchase order, sale or delivery and in compliance with all the legal and contractual obligations derived from it.

The Data shall be preserved during the execution of the purchase order, sale or delivery and, once this has ended, while it is necessary in order to comply with any legal obligation. The Parties can preserve their respective copy of the contract on paper or on a digital medium according to their respective filing rules.

So that the Stakeholders may exercise, in the legally provided cases, the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, with respect to the Data provided to the Seller, the following e-mail address is designated: datospersonales@samca.com.

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

12.- COMPLIANCE

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

The OFFER shall be terminated if the BUYER fails to comply with the Ethical Code and Compliance Policy of Grupo SAMCA.

13. CONFIDENTIALITY

The BUYER and the SELLER undertake to treat any information obtained by virtue of the performance of the SALE (hereinafter the "Information") and to use it exclusively to fulfil the obligations arising therefrom.

Neither of the parties shall upload, introduce or use the information gathered to prepare or carry out the SALE in any way on any public or private artificial intelligence tool and/or model, hereinafter LLM, including LLMs hosted by external suppliers, unless the LLM and/or associated processing environment is protected such that its content is not accessible for any unauthorised person.

14. APPLICABLE LEGISLATION

The SALE shall be governed by Spanish legislation.

ANNEX I

QUALITY OF THE SALES ITEM

I.1.- PRODUCT QUALITY

The management system of C has been assessed, certified and is annually audited as meeting the requirements of the following European standards:

- ISO 9001:2015 for QUALITY MANAGEMENT
- ISO 14001:2015 for ENVIRONMENTAL MANAGEMENT

GRES ARAGÓN products meet the requirements of the:

- European standard EN 14411
- Worldwide standard ISO 13006

The products marked as 2nd quality do not meet all the requirements of the standard and they might have quality or visual defects.

All 1st and 2nd quality tiles fully comply with the mandatory requirements of Annex ZA of EN-14411.

I.2.- TESTS

GRES ARAGÓN tests its products in laboratories officially accredited.

The Quality Control of every single production batch is made at the in-house Laboratory of GRES ARAGÓN with calibrated and audited equipment.

I.3.-COLORS, DESIGNS AND SIZES

The colours, tones, designs and formats shown in our documentation are purely indicative. GRES ARAGÓN may vary any of these characteristics of its range of products without prior notice, without this being a reason for complaints from its customers.

I.4.- CONVENTIONAL M2/LM

GRES ARAGÓN products are not supplied in complete sqm or lm (linear meter), but calculating a conventional placement joint. Therefore, claims regarding the number of parts supplied will not be accepted.

The measurement unit (sqm or lm) of GRES ARAGÓN is based on the coordinating size of the pieces, which results from the addition of the manufacturing size plus the joint width recommended. The recommended joint depends on the format and type of product. The recommended joint by format is indicated in the catalogue and on the boxes. There is a summary in the following table:

ANNEX I

QUALITY OF THE SALES ITEM

Formato Format	Medida fabricación Work size	Junta recomendada Recommended joint	Medida coordinación Coordinating size
33x50	325x492 mm	8 mm	333x500 mm
33x33	325x325 mm	8 mm	333x333 mm
25x25	244x244 mm	6 mm	250x250 mm
20x20	195x195 mm	5 mm	200x200 mm
15x15	150x150 mm	4 mm	154x154 mm
12x25	119x244 mm	6 mm	125x250 mm
30x30	297x297 mm	3 mm	300x300 mm
30x60	297x297 mm	3 mm	300x600 mm
60x60	597x597 mm	3 mm	600x600 mm
60x120	600x1200 mm	3 mm	603x1203 mm
15x60	147x597 mm	3 mm	150 X600 mm
20x120	195x1200 mm	3 mm	198x1203 mm

The joint has important functions for the quality, durability and good performance of the ceramic tiles, among which stand out: it absorbs the stress transmitted by supports, the dimensional variations produced by the expansion / contraction effect of the temperature and it corrects the dimensional variations of the tiles within tolerances.

I.5.- TILES MIXING

Due to the characteristics of ceramic materials, it cannot be guaranteed that the shades and designs of the material supplied are uniform or that they do not differ from the samples. Often a shade and design variation correspond to its normal appearance. In addition, certain series pursue a deliberate shade variation starting from the own design process.

To obtain a uniform mix of shades and designs, it is advisable, prior to installation, to choose different pallet boxes and then pieces from different boxes.

I.6.- EXTRUSION DIRECTION

It is advisable to lay all the extruded tiles in the extrusion direction, which is indicated by the grooves on the back side of the tile.

I.7.- PACKAGING

The number of pieces per box or boxes per pallet might be altered without previous notice. So, we recommend placing orders according to the unit of measure (pieces, square metres or linear metres) indicated in the catalogue for each good. When entering the order-proforma will be adjusted to complete boxes. Otherwise, no claims will be accepted in case of difference between the quantity ordered and the one delivered.

ANNEX II

PRODUCT CHARACTERISTICS, CLAIMS AND RETURNS

LIABILITY FOR PRODUCT CHARACTERISTICS

If the SALES ITEM supplied does not correspond to the quality specified in the OFFER, the BUYER shall have the right to claim the elimination of the defect or the supply of new material without defects.

The defects that are solely visual, which do not affect the capacity for the specified use, authorise the BUYER to claim only a price decrease.

In case of variations in the shade, GRES ARAGÓN declines all liability if the material has been put into place.

Within the size tolerance, the differences regarding size, curvatures and/or thickness cannot be subject of a claim.

GRES ARAGÓN is not liable for the consequences of incorrect planning or of inappropriate placement of the SALES ITEM. The accuracy of the placement layouts and the list of quantities of material provided by GRES ARAGÓN must be verified by the project management and by the ceramic material distributor. GRES ARAGÓN declines any liability for this accuracy.

GRES ARAGÓN is not liable for any undue handling of the material during the placement phase, the lack of protection of the product once put into place up to its being put into service, inadequate cleaning of the site, undue use or non-ordinary maintenance (for example: shining, polishing, chemical attacks, etc.) can affect the features of the product's slipping during its useful life.

GRES ARAGÓN is not liable for the damages caused by unsuitable cleaning or that done with inappropriate products.

Reserving material without being placed from the same batch as that which was placed is recommended in case it is necessary to make tests after placement, with the purpose of testing and solving disputes on the technical performance of the tile.

GRES ARAGÓN is only liable for the products supplied as first quality.

ANNEX II

PRODUCT CHARACTERISTICS, CLAIMS AND RETURNS

NOTIFICATION OF DEFECTS - CLAIMS

The defects in the SALES ITEM must be communicated in the maximum period of 7 days counting from the issue of the invoice and, in any case, before placement of the material. In case that the defects are not reported within this period and/or the material is put into place, the merchandise will be considered received and accepted; with GRES ARAGÓN not assuming any liability after that fact.

The SALES ITEM subject of claim must be made available to GRES ARAGÓN for inspection of its state at the time of the claim; if the placement of the material is being done, it shall be interrupted immediately.

If the claim refers to material already placed, GRES ARAGÓN is not liable under any circumstance, insofar as the substitution of the SALES ITEM has been carried out without the prior written permission of GRES ARAGÓN.

RETURNS

The maximum period of acceptance and of returns of the SALES ITEM to the GRES ARAGÓN warehouses of any merchandise that has been served following the BUYER's instructions is one month, as long as the packaging is in the same condition in which it was delivered.

The transport costs of returns are always payable by the BUYER. The pieces that meet this requisite will be paid following a 15% discount of the value of the material to cover logistical and management costs.

Any return of merchandise is subject to the previous authorisation by GRES ARAGÓN.

Note: This "General Information", as well as the technical characteristics shown in this Catalogue, update, modify and substitute those that appeared in previous publications. The manufacturer reserves the right to modify any value, always within norms, without prior notice.

The version in Spanish prevails over that of any other language.

ANNEX II

PRODUCT CHARACTERISTICS, CLAIMS AND RETURNS



Always consult, in www.gresaragon.com, the most up-to-date version of this catalogue.

The cited online edition updates, modifies and substitutes this printed copy.

GRES ARAGÓN: GENERAL PURCHASING CONDITIONS



SCOPE OF APPLICATION

These General Purchasing Conditions shall be applicable in all the purchase/sales or supplies in which the acquirer or buyer is GRES ARAGÓN, of merchandise, machinery and other items -henceforth, the PURCHASE ITEM- in which no specific contract has been entered into by GRES ARAGÓN and the SELLER.

They shall be published for general knowledge of all the sellers in the GRES ARAGÓN website.

DOCUMENTATION OF THE PURCHASE

The PURCHASE is documented in GRES ARAGON's purchase order -henceforth, the PURCHASE ORDER- and, where applicable, in the document by which the seller accepts the PURCHASE ORDER. The acceptance of the PURCHASE ORDER by the seller entails the acceptance by the latter of these General Purchasing Conditions in that purchase or supply, which shall be the only ones that will regulate it, even in the case where the seller may set out some general or similar selling conditions, whose application shall be fully substituted by these general purchasing conditions.

If the seller wants to insert any clause, pact or condition into the purchase or supply that is different from those regulated in the PURCHASE ORDER or in these General Purchasing Conditions, the seller must expressly request it in its PURCHASE ORDER acceptance document and obtain from GRES ARAGÓN its express and written conformity with said request. The reference to its general conditions shall be considered as not being made unless they had been expressly accepted in writing by GRES ARAGÓN. In the absence of a PURCHASE ORDER acceptance document, the beginning of any work or the implementation of any act by the SELLER that involves starting to carry out the PURCHASE ORDER shall be understood as acceptance of the PURCHASE ORDER by the seller.

PRICE AND PAYMENT METHOD

The price and payment method shall be specified in the ORDER. In the event no payment method is specified in the ORDER, the price shall be paid via confirming bank service on the 5th, 15th or 25th of the month, based on which is closest 45 days after the invoice for the OBJECT OF PURCHASE. Invoices must be issued within five days from delivery of the OBJECT OF PURCHASE. The BUYER must have received the invoice in order to pay it.

GRES ARAGÓN: GENERAL PURCHASING CONDITIONS



In the event the OBJECT OF PURCHASE consists of recurring supply, invoices corresponding to said supply shall be issued fortnightly. Invoices shall be sent to apglobal@apglobal.samca.com.

DELIVERY PLACE, DATE AND CONDITION

The delivery place, date and condition shall be those indicated in the PURCHASE ORDER.

Delivery must be accepted by GRES ARAGÓN whenever it is performed on the delivery date indicated in the PURCHASE ORDER and when the PURCHASE ITEM meets the integrity of the PURCHASE ORDER specifications and that which is required by the Spanish legislation in force on the delivery date for acquisition by GRES ARAGÓN and for its use in industrial or any other type of work.

The PURCHASE ITEM shall not be considered delivered until, likewise, the documentation has also been delivered as requested in the PURCHASE ORDER and in the legislation to transfer ownership of the PURCHASE ITEM, as well as that required for the obtaining of any permit or authorisation necessary for its operation.

If the PURCHASE ITEM is delivered packaged or if conducting an analysis is necessary to determine its quality, and if GRES ARAGÓN's quality controls clearly show that the PURCHASE ITEM does not comply with the agreed quality, GRES ARAGÓN may reject the PURCHASE ITEM in the period of seven days from the delivery of the PURCHASE ITEM, with the seller having to remove it, with all the expenses that this entails being payable by the SELLER.

In case of a disagreement concerning the quality of the PURCHASE ITEM between GRES ARAGÓN and the seller, it shall be submitted for an expert opinion from an official organisation competent in the subject, chosen by GRES ARAGÓN, in order to conduct an alternative analysis, with this opinion being binding on both parties. The costs of this opinion shall be paid by the party against whom the disagreement is decided.

In case of non-compliance with the delivery date, GRES ARAGÓN can choose (i) to terminate the PURCHASE ORDER and reject the delivery of the PURCHASE ITEM, with the SELLER having to reimburse, where applicable, the amount previously paid by GRES ARAGÓN, as well as all the damages and losses caused by the SELLER.

GRES ARAGÓN: GENERAL PURCHASING CONDITIONS



Or else (ii) to accept it, applying a penalty equivalent to 5% of the amount of the PURCHASE ORDER for each week of delay, with a limit of 50% of the PURCHASE price. These amounts can be discounted from the price pending payment.

GRES ARAGÓN and the seller shall pay the expenses that correspond to each one according to the Incoterms set out in the PURCHASE ORDER or, failing that, according to the delivery terms established therein.

GUARANTEE

In absence of an agreement in which a guarantee of longer duration is granted, the seller guarantees the PURCHASE ITEM for a period of two (2) years from the date in which the PURCHASE ITEM was delivered. This period shall begin again if any repair or substitution of guarantee on the PURCHASE ITEM is carried out in accordance with this clause.

The guarantee covers all the repair and/or substitution expenses of the PURCHASE ITEM, both of manpower and materials and other expenses such as, including and without limitation, travel, food allowances, transport, ..., which will all be payable exclusively by the seller.

INDUSTRIAL AND INTELLECTUAL PROPERTY

The seller guarantees that the PURCHASE ITEM does not infringe on any intellectual and industrial property right of any third party. Furthermore, the seller exempts GRES ARAGÓN from any liability in which it might incur regarding the PURCHASE ITEM derived from any industrial and/or intellectual property rights of third parties, for whatever reason, and shall immediately reimburse GRES ARAGÓN for all the amounts that the latter has had to pay due to the foregoing condition.

INFORMATION ON PLASTIC PACKAGING

The SELLER shall report on the delivery slips the quantities, type, recycling percentage of single-use plastic packaging that the PURCHASE ITEM contains. In case of containing recycled materials, it must deliver a certificate of recycled plastic content issued by an entity accredited by ENAC (National Entity of Accreditation).

GRES ARAGÓN: GENERAL PURCHASING CONDITIONS



EVALUATION OF SUPPLIERS

GRES ARAGÓN applies quality, environmental and energy-efficiency criteria on its PURCHASE ORDERS. Annually, GRES ARAGÓN carries out continued evaluation of the SELLERS according to the incidences detected. This evaluation only applies to SELLERS to whom GRES ARAGÓN has made more than ten (10) PURCHASE ORDERS annually or that the total amount of the PURCHASE ORDERS in a year exceed an amount of six thousand euros (€6,000.00).

If the rate of incidence or defects in the PURCHASE ORDERS submitted to analysis exceeds 10%, GRES ARAGÓN can request the SELLER to take corrective actions. If the incidence rate is over 25%, GRES ARAGÓN will decide if the supplier is terminated as habitual SELLER, informing it of such circumstance, being able to terminate the current periodical supplies.

ASSIGNMENT AND SUBCONTRACTING

Neither of the parties may assign the rights and obligations of the PURCHASE ORDER without the written consent of the other party, the sole exception being that GRES ARAGÓN can assign the PURCHASE ORDER, fully or partially, to any of the companies that form part of its group of companies.

EXPENSES

GRES ARAGÓN and the SELLER shall each pay the expenses that correspond to them according to the delivery conditions laid out in the PURCHASE ORDER.

TAXES

With the exception of the VAT, which will be paid by the one to whom it legally corresponds, any other tax associated with the purchase or supply shall be paid by the SELLER.

TERMINATION OF THE PURCHASE ORDER BY GRES ARAGÓN

In case of non-compliance and/or lack of timely compliance or defective compliance of any of the SELLER's obligations, GRES ARAGÓN shall have the right to notify the total or partial termination of the PURCHASE ORDER or the suspension of its implementation, fully or partially, with the SELLER being liable for any damages and losses the termination may cause GRES ARAGÓN. This shall be done by means of a written notification from GRES ARAGÓN addressed to the SELLER.

DATA PROTECTION

The personal data of natural persons -the Data- that are provided or have been provided in relation to a PURCHASE by one of the parties to the other, whether they are of their representatives, workers, subcontractors' workers or any other natural person -hereinafter the Stakeholders-, shall be processed by the other party exclusively for the purpose of carrying out the PURCHASE and to comply with all the legal and contractual obligations derived therefrom.

The Data shall be preserved during the execution of the PURCHASE and, once this has ended, while it is necessary in order to comply with any legal obligation. The Parties can preserve their respective copy of the CONTRACT on paper or on a digital medium according to their respective filing rules.

So that the Stakeholders may exercise, in the legally provided cases, the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, GRES ARAGÓN, with respect to the Data provided to GRES ARAGÓN, 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).

GRES ARAGÓN: GENERAL PURCHASING CONDITIONS



COMPLIANCE

The SELLER hereby declares that it is familiar with the SAMCA Group's Code of Ethics and Compliance Policy and adheres to the SAMCA Group's Supplier Code of Conduct, available here: <https://gruposamca.com/cumplimiento-normativo>, and it undertakes to behave, be it directly or through its suppliers, contractors and/or subcontractors, for the duration of the Purchase Order, pursuant to the applicable legislation at all times and the SAMCA Group's Code of Ethics, Compliance Policy and Supplier Code of Conduct.

The SELLER's failure to comply with SAMCA Group's Code of Ethics, Compliance Policy or Supplier Code of Conduct shall be cause for cancellation of the PURCHASE.

CONFIDENTIALITY

The SELLER undertakes to treat any information obtained by virtue of the performance of the PURCHASE (hereinafter the "Information") and to use it exclusively to fulfil the obligations arising therefrom.

Neither of the parties shall upload, introduce or use the information gathered to prepare or carry out the PURCHASE in any way on any public or private artificial intelligence tool and/or model, hereinafter LLM, including LLMs hosted by external suppliers, unless the LLM and/or associated processing environment is protected such that its content is not accessible for any unauthorised person.

APPLICABLE LEGISLATION

The PURCHASE shall be governed by Spanish legislation.