



## **SALES GENERAL CONDITIONS**

### **1. DEFINITIONS**

The following definitions apply in these General Terms and Conditions:

Customer: Any person, whether natural or legal, who is going to purchase Products from TAYG.

Parties: CUSTOMER and TAYG.

Order or Order Form: The document through which the CUSTOMER makes an express written request for a Product to TAYG.

Products: Any good of TAYG to be purchased by the CUSTOMER.

TAYG or Seller: "INDUSTRIAS TAYG, S.L.U.", domiciled in Beniparrell (Valencia), Camino Real de Madrid, km 234, and with C.I.F. B-46054508.

### **2. OBJECT**

These General Conditions together, where applicable, with the Special Conditions that may be established, shall apply to the sale of all the Products supplied by TAYG to the CUSTOMER.

In the event of contradiction between the General Conditions and the Special Conditions, the latter shall prevail over the former.

The request and/or purchase by the CUSTOMER of TAYG Products implies full acceptance without reservation and submission to these General Conditions.

TAYG reserves the right to modify these General Conditions at any time, although such modifications will not affect orders already placed by the CLIENT.

### **3. ACCEPTANCE OF THE ORDER**

All Order Forms shall be sent in writing by web, e-mail, ordinary mail and/or electronic format (EDI/Nexmart, etc.) to the addresses and/or usual contact details of TAYG. Each Order Form must necessarily contain the identification of the CUSTOMER, the Products ordered and the place of delivery of the Products, as well as the agreed INCOTERM, if applicable.

Orders received, whether through the Order Form or otherwise, shall not be considered as an order to fulfill the contract until TAYG's acceptance. The Order Form shall be considered binding for the CUSTOMER, although it shall not be considered accepted by TAYG until the latter issues the corresponding order confirmation, which shall be sent by web, e-mail, ordinary mail and/or web order platform, and to which it shall attach, where applicable, the applicable Special Conditions and, singularly, the payment conditions (final price, payment term, etc.).

Any modification to the Order Form must be previously accepted in writing by the Parties.

The cancellation of an Order shall only take effect after written notification and acceptance by TAYG. In the event of cancellation, in whole or in part, TAYG reserves the right to invoice the CUSTOMER for all or part of the costs and expenses already incurred as a result of the Order cancelled, and particularly when the Order has been made up in accordance with the specifications given by the CUSTOMER to TAYG or in accordance with clearly personalized



conditions, whether these be size, color, measurements or any other specifications not included in the portfolio or catalog of products offered by TAYG as standard.

#### **4. PRODUCTS**

The Products supplied by TAYG to the CUSTOMER are those contained, in each case, in the Order confirmation sent by TAYG to the CUSTOMER.

##### **4.1 Models**

TAYG reserves the right to modify the production techniques of its models whenever it considers it necessary to improve the quality, performance, robustness or optimization of resources. In this regard, any change in the quantities or finishes of the Products quoted or listed in the Orders that affects the total price shall be communicated to the CUSTOMER, who may, provided that the total price is increased by more than 10%, either accept the new selling price or cancel the Order within a maximum period of five (5) days from receipt of the communication.

#### **5. PRICE AND CONDITIONS OF SALE**

##### **5.1 Prices and conditions of sale established by TAYG**

The price to be paid for the Products supplied by TAYG shall be determined by applying the price rates in force at any given time, in accordance with the other economic conditions and form of payment established in the Special Conditions, irrespective of the subsequent application of the rebates and discounts provided for in the said Special Conditions.

The amounts resulting from the application of the indicated rates shall be increased by Value Added Tax and/or any other legally applicable tax at the rate applicable at any given time.

The due date of invoices shall not exceed thirty (30) days from the date of the invoice, unless a different term has been agreed upon in the Particular Conditions with the customer.

All amounts due and unpaid will accrue for each day of delay in payment in favour of TAYG a late payment interest on the amounts pending payment equivalent to the legal interest applicable in accordance with the provisions of Law 3/2004 of 24 December, which establishes measures to combat late payment in commercial transactions, without the need for notice of maturity or any intimation on the part of TAYG. The CUSTOMER shall reimburse all costs and expenses incurred in the recovery of the sums due, including lawyers' and notary public's fees if necessary.

TAYG reserves temporary ownership of the Products until full payment of their price, consisting of principal and interest, with the CUSTOMER having the status of depositary until completion of the aforementioned payment.

However, upon delivery of the Products, the CUSTOMER becomes responsible for the Product.

#### **6. DELIVERY OF THE PRODUCTS**

TAYG will proceed to deliver the Products to the CUSTOMER at the place and on the date established in the Order confirmation sent by TAYG to the CUSTOMER, in accordance with the agreed INCOTERM, if applicable.



In the absence of prior notice, the Products shall be sent by TAYG's usual carriers on the date and place of destination agreed by the Parties. The CUSTOMER is responsible for checking the number and condition of the packaging at the time of unloading and in case of loss or breakage must notify the incident in writing to the carrier no later than the day after receipt, as well as to TAYG.

The place, date and time of delivery shall be clearly stated on the delivery note, according to the agreed INCOTERM, if applicable.

The dates and times fixed by TAYG for the delivery of the Products are provided on an approximate basis and are not part of the terms of the contract. Therefore, TAYG shall not be liable for the damage or expense produced directly or indirectly by delays and/or failures in the supply or shipment of the products on the dates and within the periods foreseen and, for its part, the CUSTOMER shall not have any right to cancel any of the Orders placed on the basis of the delay in the delivery of the Products, unless it notifies in writing its intention to cancel such purchase and sale of the Products in the cases in which the delivery of the same is delayed by more than thirty (30) days from the date on which they should have been delivered in accordance with the contract.

The signature of the delivery note by the CUSTOMER shall be equivalent to the acceptance of the Products in conformity, unless deficiencies and non-conformities are recorded in writing therein. The aforementioned acceptance shall be without prejudice to the time limits available to the CUSTOMER to notify any defect in the Product not detected at that time in accordance with clause 7.

It shall be the sole responsibility of the CUSTOMER to designate the person with sufficient powers to collect the Products and sign the delivery note, so it shall be understood that the person signing the same on behalf of the CUSTOMER is authorized to do so by the CUSTOMER, having for all purposes the consideration of "notorious factor".

1. If the CUSTOMER does not accept the delivery on the date and place agreed, all risks and expenses incurred will be from that day at its expense, being therefore on that date the sale formalized at its risk and peril.

## **7. WARRANTY AND CLAIMS**

TAYG is obliged to remedy hidden faults or defects in accordance with the law. In the case of hidden faults or defects in their quality or suitability, hindering the intended use, so that, had they been known, the CUSTOMER would not have acquired them or would have paid less for them, will have a claim period of fifteen (15) days from delivery. If the defect is manifest, the term shall be four (4) days from delivery. During the course of these periods, the CUSTOMER shall inform TAYG of his disagreement in writing and attaching a photocopy of the delivery note.

The periods indicated shall be understood to be without prejudice to the application, where applicable, of the legal guarantee that may correspond in accordance with Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws.



## **8. OBLIGATIONS OF THE PARTIES**

### **8.1 Obligations of TAYG**

The obligations of TAYG are as follows:

- 1<sup>a</sup>. To deliver the Product at the agreed time and place.
- 2<sup>a</sup>. To replace in the shortest possible time any Product that presents manufacturing defects.

### **8.2 Obligations of the CUSTOMER**

- 1<sup>a</sup>. Not to alter the original containers and packaging, without the express consent of TAYG.
- 2<sup>a</sup>. To comply with the payment obligations assumed with regard to TAYG for the purchase of its Products in accordance with the agreed prices and conditions of sale.
- 3<sup>a</sup>. Hold TAYG harmless from any liability for damages arising from incorrect or inappropriate use and/or handling of the Products once they have been made available to the CUSTOMER.

## **9. EXPENSES AND TAXES**

Any tax, duty, tribute and brokerage that may accrue as a consequence of the sale and purchase of products from TAYG, as well as any other expenses arising therefrom, shall be for the account and charge of the CUSTOMER in general terms, except where the INCOTERM agreed with the customer indicates other different terms.

## **10. TRADEMARKS**

All the Products offered are recognized models and author's models, with their corresponding copyright and registered trademarks. None of the conditions established in the present General Conditions nor in the Particular Conditions that, in its case, are established, grant the CUSTOMER any right over them, so that any copy or imitation will be considered an infringement of its authorship and intellectual property with its corresponding responsibility.

## **11. CONFIDENTIALITY**

The CUSTOMER undertakes to strictly maintain the confidentiality of the confidential information (written or oral) that TAYG has provided to it on the occasion of the purchase and sale of the Products, as well as not to sell it, exchange it, publish it or in any way or form reveal it to anyone, by any means, including photocopy or reproduction, without the prior written consent of TAYG, unless such information is public knowledge or is legally required by any judicial or administrative authority in the exercise of its functions.

The CUSTOMER undertakes not to make use of the confidential information received from TAYG by virtue of this contract, without its prior written consent, except for the limited purposes for which it has been expressly delivered to them, as well as not to use for their own benefit or that of third parties the information obtained or developed as a consequence of the execution of any purchase and sale of the Products.



The confidentiality obligation defined in this Clause shall remain in force indefinitely, even after the termination for any reason of the commercial relationship between the Parties.

## **12. TERMINATION**

Without prejudice to any other rights it may have, TAYG may immediately terminate the contract with the CUSTOMER and demand payment of all amounts owed by the CUSTOMER, re-sell the Products whose ownership has not been transferred by TAYG or withhold or cancel any other delivery of Products, if any of the following circumstances should occur: (i) the CUSTOMER breaches its obligations under any contract with TAYG, and if the breach is curable, fails to cure the breach within five (5) days of written notice including full details of the breach and requiring the breach to be cured; or (ii) the CUSTOMER encumbers or otherwise affects any of the Products the ownership of which has not been conveyed by TAYG.

Without prejudice to its other rights, TAYG may terminate the contract by giving the CUSTOMER not more than five (5) days' notice in the event that TAYG is unable to obtain raw materials for the manufacture of the Products or that TAYG's suppliers are unable to complete the same, or any other circumstance or cause of force majeure which would not reasonably allow TAYG to deliver an Order within the established term, without TAYG having any other liability to the CUSTOMER in these cases.

## **13. MISCELLANEOUS**

### **13.1 Waiver**

The fact that one of the Parties fails on one or more occasions to exercise any right or action to which it is entitled shall not be construed as a waiver of such Party's right to proceed with such exercise at any time thereafter.

### **13.2 Entire Agreement**

The present General Conditions together with the Special Conditions that, if applicable, are established, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersede and cancel any other verbal or written agreement, document, correspondence, conversation or negotiation carried out between the Parties prior to this date.

### **13.3 Partial nullity**

If any of the clauses included in these General Conditions or, as the case may be, in the corresponding Special Conditions, should be declared, totally or partially, null and void or ineffective for contravening the applicable legislation, the same shall be deemed not to be in force, the General Conditions and/or the Special Conditions subsisting in all other respects, except in the case of a clause on whose validity depends the validity of the General Conditions and/or the Special Conditions or whose deletion would determine a significant reduction in the balance of the reciprocal benefits of the Parties.

### **13.4 Applicable Law and Jurisdiction**

The present General Conditions as well as the Special Conditions that, if applicable, may be established, shall be interpreted and governed in accordance with Spanish law.



The Parties expressly submit to the Courts and Tribunals of the city of Valencia (Spain) for the resolution of any legal dispute arising from the interpretation and/or fulfillment of these General Conditions and the Special Conditions that may be established, expressly waiving any other jurisdiction that may correspond to them.