

TERMS AND CONDITIONS OF SALE OF THE COMPANY ZICLACITIES, S.L. (hereafter ZICLA)

1. Scope of application.

- i. These Terms and Conditions of Sale ("Terms") will apply to all sales, goods and services supplied, works and, in general, obligations to deliver or to do something, as well as offers and orders relating to such provisions, carried out by ZICLA for other companies, administrations or traders (the "Customer(s)").
- ii. These Terms will be understood to have been fully accepted by customers when they place an order, confirm an assignment or accept an offer.
- iii. In relationships established between ZICLA and its customers, the application of any general terms and conditions other than these which customers may have drafted is expressly excluded, even when ZICLA was previously aware of them. It is not necessary for ZICLA to make any kind of reservation or safeguard in this respect. For ZICLA to accept any other general terms and conditions, its express, written consent is required.

2. Offers and orders.

- i. ZICLA's offers and quotations are not binding. They are therefore subject to modification between the placement of an order by the Customer and confirmation in writing by ZICLA.
- ii. All orders or assignments require ZICLA's written confirmation in order to become binding. Without such confirmation there will be no contract.
- iii. No orders containing any kind of penalty will be accepted.

3. Information contained in catalogs, technical files, usage guides, installation manuals and on the website and in the advice given to the Customer in the form of proposed solutions, configurations and customizations.

- i. The descriptions, drawings and, in general, information contained in catalogs, technical files and usage guides, installation manuals ("Installation Manuals") and on the ZICLA website contain important information about ZICLA and its products and services but they are for information purposes only, as ZICLA can amend them at any time by. For this reason, no guarantee can be given about them and ZICLA accepts no liability for possible inaccuracies there could be in the information contained in them.
- ii. In addition, the proposed solutions, configurations and customizations ZICLA provides to the Customer are not under any circumstances binding and will not be considered as executive designs. In this sense, the only purpose of the advice given to the Customer by ZICLA in the form of proposed solutions configurations and customizations will be to help the Customer make decisions and it will be merely consultative. The adoption of the final solutions, configurations and customizations, and ensuring that these meet and comply with regulations concerning town planning, traffic and safety or any other applicable rules in force at the time and place concerned in each case, will be entirely the Customer's responsibility. The Customer is solely and exclusively liable for any losses and damages that may derive from its actions, omissions and breach of the applicable regulations.

4. Price.

- i. The sale prices of products will be those established in ZICLA's offers, and pricelist notified to customers.
- ii. Unless expressly agreed otherwise, prices will always be in euros, before tax, so the legally applicable taxes must be added. Our clients who are fiscally domiciled in an European Union country, except Spain, who are registered in the Intra-Community Operators Register (ROI and whose VAT number can be verified in the VIES ([VAT Information Exchange System](#)) shall be exempt from payment of VAT ([Council Directive 91/680/EEC of 16 December 1991](#)). For our clients who are not registered as intra-Community operators, ZICLACITIES, S.L. will apply in their operations the general VAT fixed by the regulations in force in Spain.
- iii. If there is an increase in the applicable prices for any reason during the operational management of the order, ZICLA will adjust its prices, after first notifying the Customer.
- iv. In transactions carried out in currencies other than the euro, any exchange rate variations will be at the Customer's expense.

5. Payment method.

- i. Customers must pay the sums owing using the method indicated by ZICLA (transfer, cheque, confirming), within 30 days of the date of receipt of the goods, except in cases where advance payment or payment on delivery of the products has been agreed.
- ii. Discounts given in quotations will be subject to the delivery of a document proving payment (cheque or bank confirming) within 30 working days counted from receipt of the goods, provided the Customer has paid the full sum before the stipulated due date. If the requirements set out above are not met, the discount will not be applied. In addition, if the stipulated price has not been paid before the due date, late payment charges corresponding to the established legal interest rate will apply, under the provisions of Act 15/2010, of 5 July, amending Act 3/2004, of 29 December, establishing measures to combat bad debt in commercial operations.
- iii. Customers may only offset payment with money owed to them by ZICLA, or retain payments for the same reasons, if these are enforceable, due, cash debts expressly recognised by ZICLA or by confirmed court decision.
- iv. If customers fail to pay on time, and while they remain in such a situation, without prejudice to exercising other rights legally corresponding to it, in particular termination of the contract, ZICLA will not be obliged to continue to supply them any longer under any contract that may be in force between it and the Customer.
- v. If a Customer fails to pay on time, all other debts it owes to ZICLA will become due immediately, regardless of their due date.

6. Delivery of goods.

- i. Unless otherwise agreed, it will be understood that any delivery periods indicated by ZICLA are for guidance only and are not binding. ZICLA therefore accepts no liability if these periods are not met.
- ii. The beginning of the delivery period is the date the order is confirmed by ZICLA, provided that all the details of the order are clear on that date and that the Customer has provided the any necessary documents and materials. In all cases, ZICLA will have the power to terminate the contract if the Customer refuses to clarify order information or provide the required documents or materials or fails to carry out such actions within a reasonable period after having been required to do so.
- iii. If binding periods are established, the Customer will, however, be understood to have granted a reasonable grace period if these periods are overrun, without prejudice to the provisions below.
- iv. ZICLA's obligation to supply will always to be considered to be conditional on the punctual supply of materials as agreed by ZICLA's suppliers and the Customer's punctual compliance with its payment obligations.
- v. In the case force majeure or any circumstances unforeseeable at the time the contract is concluded and not attributable to ZICLA, such as natural disasters, fires, adoption of administrative measures, legal lock-outs, shortages of raw materials or energy or deficient raw materials, it may either extend the delivery periods if such circumstances are temporary, or withdraw from the contract if they are not temporary and make the supply or provision of the services essentially impossible or difficult and it is not reasonably possible to predict when they will end. The same rule will apply when such events and circumstances affect ZICLA's suppliers. If ZICLA chooses to withdraw from the contract, the parties will make the corresponding settlement of outstanding debts and neither may claim for any losses or damages.
- vi. ZICLA may make partial deliveries unless otherwise agreed.
- vii. No returns of goods will be accepted without ZICLA's express, written consent. In order to process any previously and duly authorised return, the Customer must send the goods carriage paid, indicating the delivery note number and delivery date. The goods returned must be in perfect condition and in their original packaging.
- viii. In the event that Zicla, at its sole discretion is forced, by the reluctance/unwillingness of the customer to comply with the sales conditions previously agreed in the Proposal, to retain and/or maintain the Products in a storage facility, you will be responsible for any and all costs related to keeping the Products in the storage facility, including but not limited to, payment of any storage charges and insurance of the same.

7. **Risk transfer.**
 - i. Risks due to loss or deterioration of goods will be transferred to the Customer from the time the goods are delivered or made available.
 - ii. If delivery or availability is delayed for reasons attributable to the Customer, the risk transfer will occur from the point when the delivery or availability should have occurred, as agreed.
8. **Retention of title.**
 - i. Title over the goods will remain with ZICLA until the Customer has fully paid the corresponding price.
 - ii. Nevertheless, in the ordinary course of its business, and provided it is up to date with its obligations, the Customer may sell the goods subject to retention of title. It may not, however, establish any guarantee over them or transfer real ownership of them with ZICLA's written consent.
 - iii. Simply by making a contract with ZICLA, and without the need for a specific, additional agreement for each particular case, the Customer irrevocably assigns ZICLA all general rights relating to the goods subject to retention of title, in particular, the credit rights held by the Customer in relation to such goods deriving from their sale to third parties, or any other title.
9. **Complaints concerning the goods**
 - i. Complaints relating to the number of packages and condition of the packaging of the goods supplied must be made immediately, when they are delivered. A note of these complaints must be made on the delivery note. All subsequent claims relating to these circumstances are excluded from consideration.
 - ii. Complaints relating to the number, condition, identification and references of the goods, as well as any visible or apparent defects, must be notified to ZICLA in writing and in detail as soon as possible and, in all cases, within the four working days following the delivery date. The delivery note number must always be specified. If the Customer does not give notice of these defects within the period indicated, the goods will be considered to have been accepted, unless there are hidden defects.
 - iii. The Customer will be solely liable for all damages and losses, including personal injury, death and material damage deriving from the improper use, storage, handling, maintenance and installation of products by the Customer or any other individual or organisation other than ZICLA, and ZICLA will be held harmless in this regard. ZICLA has provided the Customer with all the documents and instructions it needs for the proper, correct use of products.
10. **Warranty for inherent hidden defects.**
 - i. With respect to any hidden defects in its goods, ZICLA grants a warranty for a period of five years, counted from the delivery date of the goods in question. This warranty refers exclusively to inherent hidden defects. Any defects caused by outside agents or incorrect use, installation, conservation, processing or storage are therefore excluded.
 - ii. The rights deriving from the warranty may only be exercised by the Customer and may not be transferred to third parties.
 - iii. Claims under the warranty must also be made in writing, giving details and indicating the delivery note number, within seven days at the latest following the date when the defect has become apparent. Otherwise, the goods supplied will be considered to be accepted with the defect concerned.
 - iv. All warranty rights corresponding to the Customer will be left without effect if the Customer does not allow the defects referred to in the claim to be inspected immediately. The goods may only be returned with ZICLA's express, prior authorisation. Claims under the warranty do not release the Customer from its obligation to pay.
 - v. In relation to claims under the warranty, the Customer will have the right to have the defective goods replaced, the contract amended, or the price of the goods referred to in the claim reduced. ZICLA may decide which of these is appropriate.
11. **Liability.**
 - i. ZICLA accepts no liability for damages and losses, whatever the legal basis of the liability (impossibility of supply, delay, defective supply, breach of contract, breach of precontractual obligations, extracontractual responsibility, unreasonable actions, etc.) unless there is malice or gross negligence.
 - ii. This limitation of responsibility will not apply with respect to the breach of essential contractual obligations or to circumstances for which it is answerable in accordance with an imperative regulation.
 - iii. ZICLA will be answerable only for direct damage and for the typical contractual damages foreseeable at the time the contract is concluded. Any liability for loss of earnings is excluded.
 - iv. The useful life of ZICLA products is closely linked to their correct installation by the Customer, which states that it has received all necessary information to carry out this installation, particularly the corresponding Installation Manuals. When purchasing ZICLA products, the customer must install them with the greatest possible diligence. Under no circumstances will ZICLA accept liability for deficient installation of its products and the Customer will be solely and exclusively responsible for any losses and damages deriving from such installation.
 - v. In accordance with the provisions of clause 3.ii of these general terms and conditions of sale, the Customer will be solely and exclusively liable for any damages and losses deriving from its actions and/or omissions in relation to the adoption and application of the final solutions, configurations and customizations of ZICLA products and breaches of any regulations applicable to their installation, regardless of any advice ZICLA may have given in relation to them.
 - vi. The Customer must take out a civil liability insurance policy sufficient to cover any losses, damages and personal injuries it may cause to third parties due to: (i) the installation of the products, (ii) actions carried out by its employees or third parties contracted by the Customer to handle ZICLA products, (iii) breach by the Customer of these General Terms and Conditions of Sale and/or the applicable regulations, particularly in relation to the adoption of the final solutions, configurations and customizations of ZICLA products, for which the Customer will be exclusively responsible regardless of any advice ZICLA may have given it concerning them.
 - vii. Actions for losses and damages against ZICLA may only be undertaken by the Customer, which may not transfer them to third parties.
 - viii. If the losses and damages caused are covered by insurance taken out for such a purpose by the Customer, ZICLA will be answerable only for damages actually caused to the Customer, such as any increase in premiums for the insurance taken out or interest deriving from need to pay compensation before the Customer's insurance company has paid out under the policy contracted.
 - ix. ZICLA's liability, with the maximum extension allowed by law, cannot exceed the cost of the goods and services provided by ZICLA.
12. **Information on data protection.**
 - i. The parties expressly pledge to comply with all the obligations in the regulations developed in the Spanish Personal Data Protection and Guarantee of Digital Rights Act 3/2018 of 5 December, Royal Decree 1720/2007 and the new European Regulation 2016/679 of 25 May 2018, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as any other legislation developing them and, in general, all applicable Spanish and international legislation concerning data protection in force at any time.
 - ii. The personal data processed for the fulfillment of the contractual obligations and, where appropriate, sending commercial information by electronic means, will be kept until the end of the relationship, subscription cancellation, or the legal retention periods. You can exercise your rights at the indicated address or at info@zicla.com.
13. **Applicable law and jurisdiction.**
 - i. Relations between ZICLA and the Customer will be governed by general, common Spanish law (Commercial Code, Civil Code and other national regulations). If the Customer is a foreign organisation, the application of the United Nations Convention on the International Sale of Goods and any other supranational legal regulation is expressly excluded. The application of Spanish legal regulations covering disputes, particularly the regulations concerning forwarding, is also expressly excluded.
 - ii. Any dispute or disagreement that may arise between the parties in relation to these Terms and/or the contracts signed under them will be dealt with by the jurisdiction of the courts and tribunals of the city of Barcelona (Spain). Nevertheless, if it so wishes, ZICLA may take legal action against a Customer in the courts of the country where it has its registered address. Imperative legal provisions in this respect are not affected.