



GENERAL TERMS & CONDITIONS OF SALE

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GENERAL TERMS & CONDITIONS OF SALE

TEJAS BORJA ("Seller") is a company specialised in the marketing of construction materials intended in particular for construction traders and professionals. These general terms & conditions of sale ("GTCS") set down the terms and conditions under which the Seller offers its products ("Product(s)") to business customers ("Buyer(s)") for sale. Since the GTCS are systematically provided or sent to each Buyer, the fact of placing an order implies full acceptance by the Buyer of these terms & conditions. The Buyer declares it has read and accepted these terms and that it has been free to negotiate them.

No special conditions on the part of the Buyer, in particular purchase conditions, may prevail over these conditions without the prior written consent of the Seller.

I) - ORDERS

Orders issued by the Buyer are only accepted after written confirmation is obtained from the Seller with the Seller indicating the nature and quantity of the Products, as well as an estimated availability date. The sale shall be deemed complete and shall take effect upon receipt of such confirmation.

Orders must be placed by email (orders@tejasborja.com). In order to avoid errors, telephone orders shall be confirmed in writing by the Seller and must be specifically validated by the Buyer.

For all intents and purposes, it is specified that in the absence of a written order confirmation, the shipment of the Products and/or the sending of an invoice by the Seller shall be deemed to be confirmation of the said order, provided that this order was sent by the Buyer to the Seller in written form.

Due to the natural colours of the clays, slightly different shades may appear in the tile colouring. Also, the Seller recommends when installing the Products, to combine tiles from different pallets, according to the standard UNE-136020 relating to the installation of terracotta roofing tiles.

The rendering of colours on photographs/drawings/pictograms in no way constitutes an obligation of result and cannot be completely faithful to reality. Consequently, no action may be taken by the Buyer against the Seller on the basis of non-compliance in this respect.

II) - PRICES

The price list applies ex-works, unless otherwise stated in the price list. Newly published prices cancel and replace the earlier prices as of the date they take effect.

Prices are valid for the period of validity mentioned.

However, the published prices (catalogues, prospectus or other) may be revised by the Seller without notice, in the event of changes in economic circumstances, in particular in the event of changes to manufacturing costs.

Prices are exclusive of VAT.

III) - DELIVERY

The Products are delivered packaged according to the methods in force at the time of their manufacture. Tejas Borja S.A.U. reserves the right to modify the dimensional characteristics, the weight and units per pallet without notice.

The dimensions, thicknesses and weights of the materials are approximate.

Deliveries are only made subject to the availability of the Products and shipping, and in any case, in the order of incoming orders.

Unless otherwise agreed between the parties, the Products are delivered EXW/ex works of the Seller (ExWorks INCOTERMS® ICC, 2020). The cost of shipping shall be borne by the Buyer, except for deliveries within France. The shipment reference is the order number. A confirmation of the delivery date will be notified to the Buyer, it being understood that the delivery dates are for information purposes only. Failure to comply with these dates may not give rise to any action for compensation by the Buyer. In the event of a product being unavailable, a new order confirmation indicating the new indicative date of availability of the Product will be sent to the Buyer.

Carriers are responsible for damage and losses incurred during transport. Thus it is incumbent on the Buyers and/or recipients of the Products to have the necessary inspections carried out immediately, and at the latest within 48 hours of receipt, and to exercise their own remedies against the carriers.

Deliveries are only made to construction sites and premises of companies that are easily accessible. The financial consequences of difficult access as well as any damage caused as a result to or by a vehicle of the Seller shall be at the expense of the Buyer. The Seller will be free to refuse to make the delivery to places that may involve risks in terms of safety or deterioration of the vehicles.

The Products must be inspected at the time of unloading. In the event of an apparent non-conformities or apparent defects in the Products delivered with

respect to the Products ordered or the delivery note, the Buyer must notify the Seller in writing within 48 hours of delivery of the Products and provide photographs attesting to said non-conformities. After this period, no claim in this respect may be made. In the event of a non-visible defect or hidden defect, the notification period is extended to seven (7) calendar days from the use of the Products. This period cannot in any case exceed the duration provided for by the statutory guarantee.

Where the cause of the claim relates to a Product non-conformity, the Seller is obliged to replace the said Product, only to the extent that it is considered to be a non-conformity within the meaning of standard EN 1304.

The installation of the Products (method, means, etc.) is the responsibility of the service provider designated by the Buyer, and this by virtue of the regulations in force, and in particular the standard UNE-136020 relating to the installation of terracotta roofing tiles and the specifications of Tejas Borja S.A.U.

IV) - GUARANTEES

The statutory guarantee applies in the event of a defect or non-conformity in the Products delivered.

The guarantee only applies when the Products are used for purposes consistent with their intended purpose. The Seller does not guarantee the watertightness of the roof when terracotta accessories are used that are not among its range of Products. In addition, no guarantee shall apply in the event of damage or accidents resulting in particular from negligence, lack of maintenance, natural wear or abnormal use of the Product.

Furthermore, in order to benefit from the guarantee, the Products must be installed in line with good practices as regards traditional products and with the rules of use as set down in technical notices, professional rules or certifications that apply to the products.

In the event of a non-conformity or proven defect, the Seller shall only be required to replace or refund the Products acknowledged as being defective by the Seller. The cost of labour incurred by this replacement shall be at the expense of the Buyer. For all intents and purposes, it is specified that the replacement of a Product under guarantee does not have the effect of creating new guarantee conditions or extending the initial guarantee conditions.

Furthermore, in the event that the Seller has stopped marketing a Product covered by the guarantee, the Seller reserves the right to replace said Product with a Product of similar quality. The Seller reserves the right to supply another type of product in the event that the Seller has stopped marketing the Products that are the subject of the claim at the time the guarantee is invoked.

V) - INVOICING AND PAYMENT

The Products are sold at the price in effect at the time of delivery or pick-up by the Buyer.

With regard to Products requiring individual transport supports, an additional price of 25% will be applied to the departure price, with the exception of BorjaDECOR and BorjaJET parts and products.

For Products manufactured to order, a deposit must be paid by the Buyer under the following conditions:

- For BorjaDECOR Products and SOLAR tiles, a deposit of 50% of the order amount must be paid on the day of the order confirmation;
- A deposit of 25% of the order amount must be paid on the day the order is confirmed for FLAT-5XL BorjaJET Tile Products;
- A deposit of 50% of the order amount must be paid on the day of the order confirmation for non-standard products (PPM'S). The balance will be due at the latest on the day the Products are loaded and/or picked up.

It is specified that the applicable payment terms will be those agreed between the Buyer and the Seller which may not however exceed the statutory payment deadlines. Payment within the meaning of these general terms and conditions of sale corresponds to the actual receipt of the sums due.

In the event of failure to pay by the due date, without the specific prior agreement of the Seller, all sums due by the Buyer shall become immediately due and payable.

In addition, any unpaid amount when due shall bear interest at a rate equal to the interest rate applied by the ECB to its most recent refinancing operation on the due date of the applicable payment period, plus ten (10) percentage points.

Interest will start to accrue from the day following the due date shown on the invoice and will continue to accrue until the payment of all sums due by the Buyer to the Seller.

In the event of late payment, a flat-rate fee for collection costs of €40 will be added to the late penalties due to the Seller. These penalties and collection fees are due ipso jure.

In the event of a change in the legal or financial situation of the Buyer which may affect its ability to honour its financial commitments, the Seller reserves the right, even after partial execution of an order, to require guarantees or to cancel orders in progress.

VI) - RETURNS/CANCELLATIONS

The return of non-defective Products by the Buyer must be the subject of a prior written authorisation from the Seller. In the event of specific acceptance by the Seller, returns must be accompanied by the references of the delivery note and the invoices concerned, and this within six (6) months following delivery. Any cost generated by a return shall be borne by the Buyer.

A reduction for depreciation of between 0% and 50% of the invoiced price, depending on the return time of the Product in question, will be applied, at the discretion of the Seller. However, it is specified that returns of accessories will be subject to a reduction for depreciation of at least 20% of the invoiced price, with the exception of orders for BorjaDECOR Products, TEJA FLAT-5XL BorjaJET and PMM, which cannot be returned.

All orders requiring material preparation cannot be modified or cancelled. Where appropriate, a handling fee of 15 Euros per pallet/package will be automatically applied.

VII) - PERSONAL DATA

The Seller processes its customers' contact data (including those of the Buyer) for the purposes of managing the business relationship and, unless objected to, commercial canvassing. This processing is based on legitimate interest (performance of the contractual relationship and business activities). The data is stored for the duration of the contractual relationship and for three (3) additional years thereafter for canvassing operations, then archived as means of proof. The data is intended for the Seller's authorised staff and any sub-contractors. Data subjects have the right to access, rectify, delete, object to, restrict and give post-mortem instructions with respect to their personal data and these rights can be exercised in writing at the following address: Km. 3, CV-376, 46160 Liria, Valencia, Spain. They may lodge a complaint with the AEPD (the Spanish Data Protection Agency).

VIII) - RETENTION OF TITLE CLAUSE

The Products sold shall remain the Seller's property until full payment of the price in principal and incidental costs. The Buyer shall ensure that the identification of the Products is always possible.

The above provisions do not preclude the transfer upon delivery of the Products to the Buyer of the risks of loss or deterioration to the Products as well as the risk of damage that they may cause, subject to retention of title.

In the event of garnishment or any other intervention by a third party on the Products, the Buyer must without delay inform the Seller in order to enable it to oppose it and preserve its rights.

The Buyer shall also refrain from pledging or assigning title to the Products as security.

IX) - LAW IN FORCE - RESOLUTION OF DISPUTES

The GTCS are governed by Spanish law to the exclusion of its conflict of laws provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising concerning the sale of Products by the Seller shall be referred to the exclusive jurisdiction of the relevant Commercial Courts located in the jurisdiction of the place of the Seller's registered office.

Tejas Borja reserves the right to modify and/or remove certain models presented in this catalogue without notice. The colours of the parts may differ slightly from the originals. The parts presented in this catalogue are decorative suggestions of an advertising nature. The installation instructions published by Tejas Borja must be used for the actual installation.

X) - COMPLIANCE

In accordance with its ethical obligations, the customer formally undertakes not to resell or re-export the supplier's products to any person or entity subject to sanctions by the European Union or the United States. The customer also undertakes not to maintain any business relationship whatsoever with entities located in the following countries: Iran, Syria, Cuba, North Korea, Crimea, Russia. The supplier may not be held liable to third parties for any breach of these prohibitions by the customer or for any consequences of any kind that may result therefrom.