



## General Terms and Conditions of Sale and Delivery of Synovelle SL

### Definitions

- **Terms and Conditions of Sale:** The following general terms and conditions of sale and delivery
- **SYNOVELLE SL.:** Mare de Déu de Montserrat, 41 D, 08810 Sant Pere de Ribes, España
- **Customer:** A person to whom SYNOVELLE SL. delivers products on the basis of a contract
- **Product(s):** Goods offered for sale by SYNOVELLE SL. and goods to be delivered on the basis of a contract with a customer
- **Incoterms:** ICC official rules for the interpretation of trade terms, version prevailing at the date of the contractual relationship

### 1. Scope of application

These Terms and Conditions of Sale shall apply exclusively to the contractual relationship between SYNOVELLE SL. and its customers inasmuch as the individual contracts do not expressly and in writing contain agreements to the contrary.

No terms and conditions of sale that deviate from, contradict or supplement these Terms and Conditions of Sale, or other general terms and conditions declared applicable by the customer, shall apply unless SYNOVELLE SL. has confirmed these in writing.

These Terms and Conditions, together with the written Order Confirmation, constitute the entire agreement between SYNOVELLE SL. and the Customer.

### 2. Offers, conclusion of contract

All offers made by SYNOVELLE SL. are non-binding. Only orders confirmed in writing to the customer by means of letter, fax or e-mail (Order Confirmation) shall be binding on SYNOVELLE SL..

Conduct such as dispatch of products without a written Order Confirmation shall not constitute acceptance of an order unless SYNOVELLE SL. expressly states otherwise in writing.

### 3. Prices



Unless agreed otherwise expressly and in writing, all SYNOVELLE SL. prices shall be deemed to apply EX WORKS (EXW) pursuant to Incoterms, exclusive of the applicable statutory value added tax (VAT).

Unless agreed otherwise in writing, all prices shall be deemed to be in EURO (EUR) and shall be payable in EURO by the customer to SYNOVELLE SL..

If unforeseeable and significant cost increases beyond SYNOVELLE SL.'s control occur after the conclusion of the contract (including but not limited to raw material, energy, transport, or regulatory costs), SYNOVELLE SL. may adjust the price accordingly upon written notice. A change in any cost factor shall be deemed to be substantial if it increases by more than 3% after the contract has been concluded. If the parties cannot agree on the revised price within 14 days, SYNOVELLE SL. may cancel the affected order without liability.

All deliveries of goods subject to ADR (dangerous goods) shall attract an ADR surcharge.

The minimum amount for an order shall be EUR 2.000.-, exclusive of VAT and of VOC taxes. Orders that are smaller than the minimum order amount shall attract an additional surcharge.

#### **4. Delivery periods and risk assumption**

Unless agreed otherwise expressly and in writing, all SYNOVELLE SL. deliveries shall be EX WORKS (EXW) pursuant to Incoterms. Risk shall transfer when the goods are placed at SYNOVELLE SL.'s premises at the Customer's disposal. If SYNOVELLE SL. arranges transport on behalf of the Customer, such transport shall be at the Customer's risk and expense, unless otherwise expressly agreed in writing.

Unless agreed otherwise expressly and in writing, all delivery dates are non-binding.

#### **5. Force Majeure Clause**

To the extent any incident or circumstance beyond the control of SYNOVELLE SL. (such as – but not limited to – natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, producer cessation of trade, acts or decrees of authorities, etc.) reduces the availability of goods or hinders the ability of SYNOVELLE SL. to deliver them, SYNOVELLE SL. shall:

- a) Notify the customer within 10 business days;



- b) Be relieved from its obligations under this contract to the extent it is prevented from performing;
- c) Have no obligation to procure goods from other sources.

If a Force Majeure occurrence lasts more than 3 months, SYNOVELLE SL. may withdraw from the contract without compensation.

## **6. Condition of products/warranty**

Products are supplied according to specifications. Unless agreed otherwise in writing, the generally accepted standards for the product shall apply.

Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded under applicable law.

## **7. Inspection, testing and acceptance by the customer**

The Customer shall inspect the delivered products immediately upon receipt and in any event prior to use, processing, or resale. Given the technical nature of the products supplied by SYNOVELLE SL., the Customer is required to perform appropriate laboratory testing to verify conformity of the products with the contractual specifications.

Notice of any defects detectable by reasonable inspection or standard laboratory testing must be given to SYNOVELLE SL. in writing no later than ten (10) working days after receipt of the products. In the case of latent defects, notice must be given immediately upon discovery and, in any event, within three (3) months from delivery.

The Customer shall provide SYNOVELLE SL. with all relevant information and documentation, including laboratory test results, necessary to identify the product and the alleged defects. SYNOVELLE SL. shall have the right to inspect and take samples of the products at the Customer's premises, or to appoint an independent third party for verification.

SYNOVELLE SL. shall not be liable for any defects or deterioration of the products resulting from improper storage, handling, mixing with other products, or failure to follow instructions for use on the part of the Customer.

## **8. Warranty and limitation of liability**

SYNOVELLE SL. warrants that the products it delivers are free from defects. A defect shall be any deviation from the specifications.



In all cases, liability is limited to the invoiced value of the product, except to the extent liability cannot be excluded under applicable law.

#### **9. Default of acceptance**

If the customer is in default of taking acceptance of ordered products, SYNOVELLE SL. may levy storage and handling surcharges or rescind the contract and claim damages.

#### **10. Payment by customer**

All invoices shall be payable net within 30 days. Payment due dates must be observed even if delivery is delayed for reasons beyond SYNOVELLE SL.'s control.

In the event of late payment, SYNOVELLE SL. may apply default interest in accordance with Law 3/2004 on measures to combat late payment, as well as claim legal recovery costs.

#### **11. Packaging and demurrage fees**

The Customer shall return reusable packaging and bulk containers within the time agreed, in good condition. Storage or demurrage fees may be charged if packaging is retained beyond the agreed period or if delivery dates are changed after loading. SYNOVELLE SL. may invoice repair or replacement costs for lost or damaged packaging.

For the avoidance of doubt, this clause shall apply only where reusable packaging or bulk containers are supplied by Synovelle SL., and shall not otherwise affect the general terms of sale.

#### **12. Place of performance/applicable law/jurisdiction**

The place of performance for delivery and payment obligations shall be the registered office of SYNOVELLE SL.

These Conditions and the contracts entered into shall be governed by Spanish law and European Union law, with supplementary application of the applicable Incoterms and the Commercial Code.

Disputes shall be submitted to the competent courts of Barcelona, Spain, without prejudice to SYNOVELLE SL.'s right to resort to international arbitration before the International Chamber of Commerce (ICC) seated in Paris or Madrid, as applicable.

#### **13. Retention of Title**



Title to the products shall remain with SYNOVELLE SL. until full payment of all amounts due has been received.

#### **14. Compliance and Export Controls**

The Customer shall comply with all applicable laws, including export control, sanctions, anti-corruption, and environmental legislation. SYNOVELLE SL. may suspend or terminate delivery if performance would breach such laws.

#### **15. Limitation Period for Claims**

Any claims by the Customer arising from or in connection with the delivery of products shall lapse 12 months after delivery, unless mandatory law provides otherwise.

#### **16. Data Protection**

When SYNOVELLE SL. processes personal data of the Customer or representatives, such processing shall be carried out in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 on the Protection of Personal Data and the guarantee of digital rights (LOPDGDD).