

## GENERAL SALES CONDITIONS

These general conditions apply to all sales made by Control Glass, Acústico & Solar, SL (Hereinafter referred to as CG). The customer accepts these terms and conditions by placing the order or with the signature or stamp in this document.

**1- ORDERS:** Orders will always be made in writing. The buyer is obliged to pay the order at the same time it performs it. If the order was exceptionally verbal, the customer is solely responsible for errors that may occur. The cancellation or modification of an order by the customer will not be accepted if the preparation was started, being charged to the customer the equipment used and the work done up to that point.

**2- PRODUCTS:** CG shall have no liability for breakages or failure of the products which are derived of a bad use of them or due to use them in unfavorable physical or chemical conditions. CG may inform the customer different product options that exist on the market, but the choice of them, will be the sole responsibility of the customer, with no liability or warranty of fitness for a particular use or guarantee on the market. CG reserves the right to change the technical characteristics and presentation of its products and the interruption of the manufacture in any time, without notice. The Product samples are delivered only for indicative purposes and after, the colors and sizes can vary in regards of the delivered products.

**3- DELIVERY:** The customer is obliged to check the state of delivery at the moment of the reception and therefore, it will not be done any credit note because breakages or scratches if are not reflected in the packing list of the transporter or by a formal written complaint, made within a maximum of 3 natural days.

The information on the delivery dates is only indicative and not binding. The failure of the delivery date does not entitle the customer to request termination of the contract or claim any compensation for damages. Question-discharge: The works of unloading at the customer site are its sole responsibility and therefore CG expressly disclaims any liability for such works. In case it was necessary to use tools unloading or using operators of CG, as well as breakage accidents in any case, are the sole responsibility of the customer. In case the client requests assistance in unloading, as well as additional displacements, they will be billed separately and possible breakages or accidents of any kind are the sole responsibility of the customer.

Products will be delivered to the facilities of the customer. In case he asks the delivery in a different location (site), that service (hours and mileage) will be charged separately and the breakages and accidents of any kind will be the sole responsibility of the customer.

Support for the installation: If the customer requests assistance in the installation, this service will be billed separately and the breakages and accidents of any kind will be the sole responsibility of the client.

**4- PACKAGING:** The customer is obliged to return in perfect condition and within one month the returnable packaging in which it was delivered the order because they are property of CG. Otherwise, the customer will pay the amount of the same. The customer is responsible for managing the waste and packaging that are used in the expeditions to CG exempting any claims or liabilities of environmental nature (RD 782/1998).

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**5- WARRANTIES Y CLAIMS:** In the case of defects on the products, the sole obligation assumed by GC under its warranty is limited to the replacement of the product or return the purchase price, to election of CG. No claim is possible in regards of the installation, uninstallation, the personal costs, cranes and any other machine, because it is the exclusive responsibility of the client the decision to install in the building the received glasses, as well as it is his sole obligation the previous verification of the characteristics of the delivered glass.

CG is not responsible for the violation of the delivery dates agreed by its customers with third parties who may be affected by delays in the delivery of orders.

In regards of the hidden defects, the customer must make the reclamation, always by writing. CG will admit no claims once the client or a third party has manipulated the products in no matter which way, handling, cutting or any modification of the products. In the case of the product replacement, the customer has to save the glasses for its future inspection.

**6- PAYMENT DELAYS:** The delay by the customer of its payment obligations on the respective due dates, is a serious violation of the contract and in this case: a) all amounts due to CONTROL GLASS, ACÚSTICO Y SOLAR, SL, pending of payment at this moment, will be automatically considered as payments due and executable with immediate effect b) CONTROL GLASS ACÚSTICO Y SOLAR, SL will have the right to cancel any other order of the customer which were in process.

**7- CONCESSIONS:** No concession by CONTROL GLASS, ACÚSTICO Y SOLAR, SL may be regarded as a novation of these General Terms and Conditions.

**8- RESOLUTION OF CONTRACT:** The sales contract will be automatically terminated in case of customer's insolvency at CG's discretion or if the customer has been declared insolvent.

**9- DATABASES:** In accordance with the Organic Law 5/1992 on the automated processing of personal data, CG hereby declare that it has a database containing the information collected by CG because of their trade relations for the control and registration of operations where was or is involved. CG recognizes that (I) the answers to questions asked by CG are not binding unless necessary or appropriate for the maintenance of trade relations or the performance of contracts and (II) the customer has the right at any time of accessing for corrections or deletion of database records. Unless the customer objects in writing specifically, information about customer could be transferred freely to companies affiliated with CG or any other party. CG is obliged, in this case, to inform to the customer about the purpose of providing this data.