

GENERAL
TERMS OF SALE



COMPAC

1. PURPOSE, SCOPE AND VALIDITY

These General Terms of Sale aim to regulate the commercial relationships between COMPAC® and the customer.

The General Terms of Sale shall apply whenever the parties have not expressly and in writing agreed on other specific conditions, in which case such specific conditions shall take priority over the General Terms of Sale.

By making a purchase of COMPAC® products, the customer acknowledges full and unconditional acceptance of these general terms of sale, which shall automatically be incorporated into the commercial relationships between the parties.

2. PRICES AND PAYMENT TERMS

The sale prices of the products will be those set forth in the offers and rates of COMPAC® communicated to the customer, or the specific conditions agreed between COMPAC® and the customer in writing. Additional expenses and corresponding taxes shall be added to these prices.

COMPAC® may modify the sale prices at any time.

Ongoing orders that have been expressly accepted by COMPAC® will not be affected by price increases.

The payment terms will be those established in the invoices and specific conditions agreed upon between COMPAC® and the customer. COMPAC® will set a credit limit for each customer and operation and delivery of orders will be subject to the credit assessment based on the established limit.

COMPAC® reserves the right to request additional payment guarantees to safeguard sales operations.

In the event of delays in payment beyond the agreed upon terms, COMPAC® reserves the right to apply a late fee equal to 0.05% of the overdue payment amount per day.

In case of non-payment or delay in payment, COMPAC® may have the right to withhold or not deliver of the goods, without prejudice to any legal actions to claim payment and applicable interests.

3. PRODUCT WARRANTY AND DELIVERY.

COMPAC® shall have the right to modify the delivery times of the products agreed with the corresponding customer through the Specific Conditions and/or these General Conditions of Sale due to circumstances beyond its reach or control, including, among others without limitation, regulatory changes, natural or social circumstances, legal (restrictive regulations on foreign trade operations, changing market conditions that may substantially restrict or affect the supply or price of products, as well as unforeseen tariffs or taxes) or force majeure circumstances that are beyond its control.

The customer must inspect the merchandise upon receipt and, in any case, no later than eight (8) calendar days from the date of delivery of the products, communicating to COMPAC®, always within the aforementioned period, any defect that is observed.

The signing of the delivery note or delivery document reaffirms the acceptance of these General Conditions of Sale assumed in the purchase, as well as the quality, quantity and condition of the merchandise.

Any change and/or return of product/s that the customer wishes to request within thirty (30) calendar days following receipt of the products, must be verified and authorized by COMPAC® and a return fee equivalent to 10% of the sale price of the products will be applied. Once thirty-one (31) calendar days have elapsed since receipt, the change or return must be verified, authorized by COMPAC®, and a return fee equivalent to 25% of the sale price of the products will be applied.

Changes and/or returns of product/s will not be accepted once more than ninety (90) calendar days have elapsed since their receipt.

In the case of a change and/or return, all COMPAC® products must have been stored indoors, with the corresponding protective plastic, not showing any breaks, cracks, scratches, or other defects caused by the customer or

transportation and with the material tags intact. The returned product/s that present damages or cannot be sold due to quality problems related to the aforementioned points will not be refunded.

4. PACKAGING AND TRANSPORT

COMPAC® offers a regular transportation service for material delivery. For deliveries outside of the route or established transportation days, COMPAC® offers an ad hoc transportation service that can be requested at the confirmation of the order, to which the current rate will apply.

Packaging, if any, is not included in the rate and will be at the customer's expense. Transportation expenses, claims, risks and/or charges are the responsibility of the customer, even if the transportation is managed by COMPAC®.

5. QUALITY AND MEASUREMENT

No claims will be accepted associated with a COMPAC® material used or subjected to any process of transformation or modification by the customer.

Samples provided by COMPAC® do not imply that the product is identical to the sample, as stated in them: "This piece represents a small part of an original slab. The image represents the complete original slab. Both are indicative of the color and structure of the same, the visual perception may vary at actual size." The customer may examine the product in our facilities.

Any claim for a defect or difference in the product must be made by the buyer upon delivery of the merchandise or within a maximum period of eight (8) natural days following receipt thereof. Once the claim is accepted, the buyer will have a maximum period of thirty (30) natural days to coordinate with COMPAC® the conditions of acceptance of the incident.

6. LIABILITY

Any claims for damages made by the customer or third parties, except those arising from non-conformity of the products, are excluded unless there is gross negligence or willful misconduct.

COMPAC®'s contractual liability is limited to the value of the goods purchased. COMPAC® shall not be liable to the customer or third parties for lost profits, loss of revenue, downtime costs or, in general, any losses of any kind resulting from non-delivery or defective delivery of the products.

The customer acknowledges that the information and documentation provided by COMPAC® regarding the proper storage, preservation, and handling of the products is known and sufficient. Therefore, the customer shall be solely responsible and shall indemnify and hold harmless COMPAC® from any damages resulting from inadequate use, storage, preservation, processing, or handling of the products.

Furthermore, COMPAC® shall be released from any legal, contractual, or extra-contractual liability that may arise from the handling, treatment, or installation of the products carried out by companies other than COMPAC®.

The customer is solely responsible for complying with the current legal provisions regarding the environment, especially the management of the waste produced in the handling and processing of the materials purchased or their packaging.

7. HEALTH AND SAFETY REQUIREMENTS

The customer shall comply at all times with all applicable legislation and recommendations related to safety and health, as well as environmental matters, regarding the handling, storage, manufacturing, and installation of the products marketed by COMPAC®.

The products marketed by COMPAC® may contain crystalline silica (consult the respective label and Safety Data Sheet). Incorrect processing of the products, or without appropriate protective measures, could cause serious illnesses such as silicosis or lung cancer.

The customer shall undertake to comply with and inform their workers, users, and other collaborators or customers of the current legislation regarding safety and health at work, in addition to informing them of the recommended standards by COMPAC® in these matters, which are published and updated on the COMPAC® website.

The customer assumes full responsibility for all professional and non-professional responsibilities and risks that may affect, where appropriate, the personnel working with them, with full indemnity of COMPAC®, committing to comply with the insurance and social security obligations that apply to their staff, and therefore being solely responsible for complying at all times with the general or local regulations related to labor, social security, occupational risk prevention, and environmental matters applicable to it. To this end, the customer undertakes, among other measures that may be considered appropriate, to provide training to their employees on these matters related to health and safety in the treatment and handling of the products.

8. DATA PROTECTION

Personal data that is processed within the framework of the relations between COMPAC® and the customer, whose purpose is to manage the commercial relationship, will be processed by the data controller COMPAC® CORPORATE, S.L. with registered address at C/ Travessera d'Albaida 1, 46727, Real de Gandía (Valencia), in accordance with current data protection regulations.

Personal data is processed, in accordance with the provisions of the GDPR (DPA in UK), on the legal basis of the data subject's consent, in the execution of a contract between the parties, as well as for the legitimate interest of the controller.

In order to carry out the purposes described above, COMPAC® collaborates with companies belonging to the group, as well as third-party service providers who have access to your personal data and process such data on behalf of and for the account of COMPAC® as a result of providing their services. Specifically, COMPAC® will contract the provision of services by third-party providers who carry out their activity, for example, but not limited to, in the following sectors: legal advice, multidisciplinary professional

services companies, technology services providers, and computer services providers.

COMPAC® will comply with current regulations regarding the duty to delete personal information that is no longer necessary for the purpose or purposes for which it was collected. If you have provided us with your data for the purpose of registering the warranty and managing the warranty, your data will be retained for the period of validity of the warranty.

In accordance with the provisions of the General Data Protection Regulation, as well as national data protection regulations, you have the right to exercise, if you wish, the rights of access, rectification and erasure of data, as well as to request the restriction of the processing of your personal data, object to such processing, request the portability of your data, as well as not to be subject to individual automated decisions.

Additionally, if the processing of personal data described is based on your consent, you can revoke that consent at any time. In this regard, it should be noted that revoking the consent given will not affect the lawfulness of the processing carried out prior to the withdrawal of such consent.

You can exercise the rights described above through the following channels, providing the necessary documentation that allows us to verify your identity (copy of ID card, passport, NIE, etc.):

- In writing, by submitting a request to COMPAC® CORPORATE, C/ Travessera d'Albaida 1, 46727, Real de Gandía (Valencia).
- By email to the following address lopdc@compac.es

If you believe that your data protection rights have been violated or have any complaint regarding your personal information, you can contact COMPAC® as the Data Controller, whose contact details can be found in this section.

In any case, data subjects can always contact the Spanish Data Protection Agency, the supervisory authority for data protection, <http://www.agpd.es>., C/Jorge Juan número 6, 28001, Madrid.

9. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The customer acknowledges that COMPAC® or its Group Companies are the full owners of a portfolio of trademarks and distinctive signs - registered or not - with which they identify the business origin of the Products and distinguish the different lines of Products.

Under no circumstances shall it be understood that COMPAC® transfers ownership or authorizes the customer to use industrial and intellectual property rights, except by express and written agreement. The right to use all intellectual and industrial property rights over the PRODUCTS is and will always be exclusively owned by COMPAC®.

The use of COMPAC®'s trademarks and trade names by the customer for the marketing of the products will only be allowed, clearly indicating the relationship of the customer with COMPAC®, that COMPAC® is the owner of the trademarks and trade names, and complying in any case with the indications of COMPAC®.

The customer shall refrain from engaging in illegal, misleading, or unethical practices that could harm COMPAC®.

The customer shall not take any action or adopt any measure that may affect the validity of COMPAC®'s industrial or intellectual property rights and shall protect the goodwill related to these. In particular, the customer undertakes not to register or seek protection for COMPAC®'s trademarks or any of its industrial or intellectual property rights, nor for any similar sign, website, domain, or profile that could be confused with COMPAC® or that could cause confusion with COMPAC®'s products or activities.

If, for any reason, the customer registers any name, domain, trademark, social media profile or trade name that contains, is identical or similar to the trademarks and trade names registered or used by COMPAC®, the customer shall be obliged to transfer ownership of such registrations to COMPAC® at no cost to the latter and immediately upon formal request by COMPAC®.

10. APPLICABLE LAW AND JURISDICTION

The commercial relationships between the customer and COMPAC®, as well as the interpretation of these general terms and conditions of sale, shall be governed by Spanish law.

In case of discrepancies related to the interpretation, application or execution of the same, or of controversy related to the terms provided in these general terms and conditions, the parties agree to submit to the jurisdiction of the courts of the city of Valencia to resolve any dispute between the COMPAC® subsidiary and the customer, although COMPAC® may initiate any type of measure aimed at satisfying its interests before a different jurisdiction.

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