


GENERAL SALES CONDITIONS

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AREA OF APPLICATION

These General Conditions of Sale (hereinafter CCGV) will govern all commercial relations between **ECOPLAS BARBANZA, S.L.** (hereinafter **ECOPLAS**) and its clients (hereinafter CUSTOMERS) derived from the sales of its products or provision of its services.

The Client fully accepts the CCGV when making an order for Products or Services to **ECOPLAS**. The Client may consult the CCGV on the **ECOPLAS** website. Ignorance on the part of these CCGV does not exempt the Client from their compliance.

These CCGV govern any other different general conditions that the Client may have up to the date of this document. The acceptance of any other conditions will require, on the part of **ECOPLAS**, express consent, formulated in writing.

ORDERS

The Client may communicate the order to **ECOPLAS** through the following means: by telephone, email or directly through our commercial team.

ECOPLAS will then send a confirmation email to the Customer of said order and with the estimated delivery date. If the Client does not receive this confirmation email, it is understood that the order has not been formalized. After receiving said confirmation, the Client will have 24 hours to cancel said order or make any changes. If the Client does not make any type of allegation, the order will be understood as Accepted by the Client. An express acceptance of the content of the email is not necessary.

ECOPLAS has no obligation to accept any order and, therefore, reserves the right to reject it, without incurring any responsibility for it.

DELIVERY

The delivery times of the orders of Products will be understood as estimative or approximate, and in no case of essential fulfillment. Therefore, **ECOPLAS** will not be liable to the Client for any delay in the delivery of the Products. In any case, **ECOPLAS** will try to meet the delivery deadlines stipulated with the Client, as long as its resources and production capacities allow it. In the same way, **ECOPLAS** may make partial deliveries of the order, although it must be previously communicated to the Client. When the products are not transported by its own means, **ECOPLAS** will send the delivery note to the customer by email within a period of 24 hours after the merchandise has left its facilities. This email will also include the tracking number of the merchandise and the contact details of the logistics service, in case the client needs to make any kind of query.

ECOPLAS will not be responsible for the non-compliance or delay in the fulfillment of its obligations to the Client, if it was motivated by any reason of fortuitous event or force majeure that affects both **ECOPLAS** and its suppliers or carriers, including strike cases, other labor or industrial contingencies, lack or impossibility of obtaining raw materials, etc.

COMPLIANCE AND CLAIMS

The Customer's agreement, regarding the delivered quantity of Products with respect to an order in question, will be made by signing the delivery note or CMR of transport. If the customer does not make his claim about a possible quantity defect at the time of receiving the Products, **ECOPLAS** will not assume any responsibility.

The Customer must examine the Products, as soon as possible after receipt, to verify their conformity with the type of Product ordered, and

the absence of apparent or hidden defects in them. In any case, after receipt of the Products, the Customer will have a period of 24 hours to claim **ECOPLAS** for a possible difference in type of the Products delivered with those requested or for the existence of an apparent defect in them. If the Client detects a possible internal or non-apparent defect in the Products, the period available to make a claim against **ECOPLAS** will be 30 days after receipt.

ECOPLAS will not accept the claims received after the aforementioned periods have elapsed. Once the claim is received by the client, an incident will be opened by the **ECOPLAS** Operations Area and if it agrees that it is justified and received on time. In any case, the client will be informed of the company's action protocol in these cases.

ECOPLAS will have the sole and exclusive obligation to replace the Products with others that replace them, and will not be responsible for any damage or harm that may arise for the Client. The possible substitution of the Products entails the return of the non-conforming Products, unless **ECOPLAS** authorizes otherwise. Except for the express written consent of **ECOPLAS**, returns of merchandise will not be accepted. For the processing of any return, previously and duly authorized, the protocol that the company has for these cases will be followed. The returned merchandise must be in perfect condition and in its original packaging. If this is not the case, **ECOPLAS** will have the power not to accept it totally or partially, immediately informing the Client of the state in which it has arrived at our facilities.

PRICES AND PAYMENT CONDITIONS

The sale prices of the products will be those that are set in the offers and rates of **ECOPLAS**, communicated to the client. The corresponding taxes must be added to these prices. **ECOPLAS** may modify the sale prices of the Products at any time. The increase in the sale price will not affect those orders for Products in progress, but if special circumstances

arise, such as a lack of supply or increases in the price of raw materials... **ECOPLAS** may cancel any customer order that was already confirmed under these circumstances.

The customer will pay the price corresponding to each order of the Products according to the **ECOPLAS** collection conditions. The expirations will be applied from the date of the delivery note. More specifically, the current regulations (RD 4/2013) detail these payment and collection terms:

When a specific day has not been negotiated, the client must pay within 30 calendar days from the delivery of the merchandise or the provision of services. Even if I had received the bill earlier.

If the commercial contract establishes a period for the client to review and confirm the materials or services received, it may not exceed 30 calendar days from the date of supply. In this case, it will be paid within 30 calendar days from the approval date.

ECOPLAS can collect invoices issued during a certain period (less than 15 days) in a single summary invoice. In this case, the payment term begins in the middle of the collected period and may not exceed 60 days. These terms can be extended by agreement between the two parties, but without exceeding, in any case, 60 calendar days.

In the event of total or partial non-payment of any invoice on the due date, in application of Law 3/2004 of December 29, Article 5, the overdue and unpaid amount will accrue the corresponding default interest without the need for notice of expiration. nor any intimation on the part of **ECOPLAS**, in addition to being the Customer's account for the return costs that the Customer may incur. Likewise, **ECOPLAS** will be empowered to suspend or cancel the pending deliveries of Products to the Client, while the order whose payment is due and due is not paid, or to require the advance payment of any new order.

ECOPLAS reserves the right to set a credit limit for each client and to subordinate deliveries based on this limit and/or the presentation of a sufficient guarantee of payment. In case of delay or incident in the payment, **ECOPLAS** may proceed to recover the merchandise pending

payment and/or initiate legal actions that assist it. **ECOPLAS** reserves the right to claim the pre-judicial expenses, especially the expenses of requirements, costs of bank returns and cost of lawyers. **ECOPLAS** reserves the right to full ownership of the Products sold until full and effective payment by the Client of the price and amounts invoiced. Consequently, until the full payment of the amounts invoiced is made.

RESPONSIBILITY

The customer is solely responsible for the choice of the Product that is the object of his purchase, as well as the use or function to which it is intended. Consequently, **ECOPLAS** is not responsible for and does not guarantee that the Product is suitable for the applications intended by the Client. In this sense, the Client will not have the right to return the Products and claim the price paid.

Any technical advice provided by **ECOPLAS** verbally, in writing or through testing, before and/or during the use of the Product, is provided in good faith, but without guarantee. **ECOPLAS**'s advice does not relieve the Customer of its obligation to test the supplied Product to determine its suitability for the processes or uses for which it is intended.

The Client will be solely responsible, exonerating **ECOPLAS**, for any damage to the Product caused by improper use, storage, conservation, handling or transformation; in particular, without limitation, when he has not observed the indications, warnings or instructions that **ECOPLAS** may have provided in this regard.

APPLICABLE LAW

The commercial and contractual relationships arising between **ECOPLAS** and the Client, object of this CCGV, will be governed solely by Spanish Law. For the resolution of all contentious issues arising from the commercial

relations object of the CCGV, ECOPLAS and the Client submit, expressly renouncing any other jurisdiction that may correspond to them, to the exclusive jurisdiction of the Courts of Santa Uxía de Ribeira (A Coruna). However, in the event of non-compliance by the Client with any payment obligations derived from these CCGV, ECOPLAS may choose, alternatively, to exercise the corresponding legal actions before the Courts of the place where the Client's domicile is located.

