

PAVIGRÉS[®]

CERÂMICAS S.A.

Av. Alto das Domingas - 3780-244 Aguiã - Portugal
Apartado 42 - EC Anadia - 3781-909 Anadia - Portugal
Telef. 231 510600 - Fax 231 504143

www.pavigres.com

Cap. Social € 7.250.000,00
Contribuinte n.º 500 810 265

GENERAL TERMS AND CONDITIONS OF SALE OF PAVIGRÉS CERÂMICAS, S.A

- 1-The General Terms and Conditions of Sale (GTCS) below set out the contractual terms of all contracts between a Buyer and Pavigrés Ceramics, SA, Legal Person Number 500810265, with regard to the sale of ceramic wall and floor tiles, to the exclusion of all and any different terms and condition set out in the Buyer's order, its General Terms and Conditions of Purchase or in general, in any of its commercial documents. By placing an order to Pavigrés, the Buyer is deemed to have accepted without any reserve, these GTCS.
 - a) Any reference made to Incoterms CCI is deemed to be made to Incoterms 2020.
- 2- Pavigrés Buyer is always a professional Distributor bound by a duty of information and advice towards its buyers. This duty imposes on Distributor the obligation of getting adequate information about the technical details of products manufactured by Pavigrés to be able to properly advise and inform its buyer about fitness of a product for the purpose it is bought for, considering that Pavigrés manufactures products with different technical characteristics and with different use instructions. Pavigrés shall by no means be liable for any damage arising of the use of a product which due to its technical characteristics is not adequate for that use. No claim will be accepted by Pavigrés if professional standard techniques and advice made available by Pavigrés in its catalogues, leaflets and site www.pavigres.com have not been respected.
- 3 - Pavigrés warrants the conformity of its first choice products with Norm 14411. Any claim over second choice products shall be rejected. In industrial production of ceramic tiles, slight variations in tiles dimensions are inevitable due to the firing process. The indication of weights and dimensions for each size are merely indicative and subject to tolerances accepted by technical norms. On the other hand, Pavigrés does not warrant the exact conformity between a sample tile that may have been previously supplied to Buyer and delivered goods. In the event of any claim relating to the quality of our tiles, the claimant must supply a few tiles that have not been fixed for conformity tests, failing which the claim will be rejected.
- 4 -Any order is subject to written acceptance by Pavigrés by means of an Order Confirmation where all particular conditions agreed to Buyer shall be set. Orders are not prepared for loading before the Order Confirmation is controlled and accepted by Buyer. Without prejudice of Paragraph 8 below by accepting an Order Confirmation Buyer is deemed to knowingly accept the sale contract .
- 5- Although Pavigrés makes all endeavours to respect delivery dates any delivery times quoted are merely indicative and shall not be treated as granted. Pavigrés shall under no circumstances be liable for failure to supply within such times. Without prejudice to the above, delivery times quotations are always conditional on Buyer having satisfied all his obligations regarding payments.
- 6- Pavigrés fulfils its obligation of delivery to the Buyer when goods are made available to Buyer at any of Pavigrés plants premises. Unless otherwise agreed in written, all costs, risks and perils with the transit of goods are on Buyer' s charge and responsibility.
- 7- Upon receipt of goods the Buyer shall inspect goods to ascertain the conformity between the Confirmation of Order and goods received and any discrepancy shall be reported (claimed) to

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Pavigrés within 14 days following delivery date. In the absence of claim during this period, goods are deemed to have been accepted by Buyer and conform to the contract in relation to quantity, type and visible quality. Pavigrés shall not accept any claim of any visible defect, after tiles have been installed.

- 8- Invoiced price shall be the same as stated on Pavigrés Price List in force on the day goods are collected by Purchaser or dispatched to him. Any claim regarding price, quantity and invoiced good shall be made in written to Pavigrés 14 days from invoice date at the latest.
- 9 - Term and conditions of payment for each sale contract are of sixty days (60) from delivery date by bank transfer to the bank account stated on Invoice, except different terms have been accepted in written. Any delay in payment will be subject to the penalties set in the Portuguese Law in force on the day following the date when the invoice becomes due.
- 10- Under no circumstances the responsibility of Pavigrés arising from the supply of ceramic tiles will exceed the invoiced price of goods object of the claim without prejudice to legal regulation
- 11- Buyer expressly accepts that Pavigrés Cerâmicas.S.A. is a legal person whose obligations and rights are set by Portuguese law and EC regulations in force at any time. All contracts of sale of ceramic tiles between Pavigrés and a Buyer are subject to the Portuguese laws and regulations and all claims arising from such contracts will be of the exclusive competence of the courts of Pavigrés legal seat, as well as all claims related to the interpretation, validity and application of the General terms of Sale.
- 12- These GTCS have been made in Portuguese language and translated into other languages. However, in case of any doubt in the interpretation or error in translation, the Portuguese text will prevail.

This version of GTCS is applicable from the 30th June 2022.

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