



1. **Definitions:**

- i. "ITSAU" or "the Seller": Industrias TITAN, S.A.U.
- ii. "The Customer" or "the Buyer": the company willing to buy goods from ITSAU.
- iii. "Goods": the products and/or material supplied by ITSAU and the object of the order.
- iv. "The Carrier": the company taking care of the physically delivery of the goods to the final destination.

- 2. **Scope.** These General Sales Conditions Export are the only ones that apply to the sale of Goods agreements between the Seller and the Buyer, except when other written agreements have been entered into between them; in such cases, these conditions shall govern the particulars not provided in these written agreements.
- 3. **Order acknowledgement.** This document will be sent by ITSAU as a confirmation of the reception of an order and should be the basis of any further discussion about it. Any discrepancies that may arise about Goods, price, quantities, delivery date or any other, will use as a reference the content of this document.
- 4. **Price.** Unless otherwise agreed, price of Goods will be the ones stated in TITAN's price list, applicable at the time of the reception of the order. Prices quoted are EXW (Incoterms 2010) El Prat, Barcelona, Spain. If requested, ITSAU may deliver the Goods in other INCOTERMS, with an additional cost. TITAN reserves the right to modify the prices and conditions at any time.
- 5. **Payment terms.** Unless otherwise agreed, 30% of the amount of the order should be paid by wire transfer upon reception of the order acknowledgement and the remaining 70% should be paid by wire transfer when the order has been made available for pick up.
- 6. **Availability dates.** Processing and preparation of an order will vary depending quantity, mix and time of the year. Tentative delivery dates will be notified with the order acknowledgement but will be contingent upon the reception of the down payment.
- 7. **Delivery dates.** Should the Goods be delivered with INCOTERMS other than EXW, ITSAU will do its best so as to comply with the tentative delivery dates informed, but it will not assume any responsibility about the final delivery dates, which will be the sole responsibility of the Carrier.
- 8. **Product regulations.** Product specs are those listed on the product data sheet and certification documents, that are made available in the web page or catalogs. ITSAU guarantees that its Goods comply with Spanish and European regulations but cannot guarantee compliance with local regulation at the country of destination, which will be the sole responsibility of the Buyer.
- 9. **Claims.** Should there be any claims regarding the quality, packaging, application or the Goods or any other, those should be directed in written to Customer Service ITSAU [exportacion@titanlux.com](mailto:exportacion@titanlux.com). In order to properly address any claims, the Customer should provide ITSAU with all requested information as well as all the support needed, within a reasonable time, in dealing with any third parties involved. Under normal circumstances, ITSAU should sort out a claim within thirty (30) days and will be done in a written form. ITSAU liability will, under no circumstance, exceed the value of the Goods sold.
- 10. **Returned Goods.** ITSAU will not accept any returned Goods, neither the associated charges nor credit notes, unless there is a prior written agreement.
- 11. **Ownership.** ITSAU is the full and legal owner of the Goods until those are paid in full.

## General Sales Conditions Export

12. **Intellectual property rights:** the sale of Goods does not entail any transfer of intellectual property. ITSAU is the sole and exclusive rightful owner of the intellectual property rights associated with the Goods and/or the brands.
13. **Data Protection.** ITSAU processes personal data according to the European General Data Protection Regulation and the Spanish Data Protection Act.
14. **Packaging and packaging waste.** The Buyer shall comply with applicable packaging and packaging waste regulation.
15. **Law and jurisdiction.** Unless otherwise agreed, commercial transactions are understood regulated by the “United Nations Convention on Contracts for the International Sale of Goods”, CISG or the Vienna Convention. Any disputes or controversies arising out of or in connection with an order that could not be amicably settled, shall be settled under the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce by one (1) arbitrator. The arbitration seat shall take place in the city of Barcelona, Spain, and the language for the arbitration shall be English.
16. **Amendment.** ITSAU reserves the right to modify, amend or supplement the general export sales conditions.
17. **Entry into force:** August 1<sup>st</sup>, 2019.