

GENERAL TERMS OF SALE

1.- The following General Conditions govern the sale existing between **LAURE BARRACHINA'S S.L.U.** (hereinafter **BARRACHINA'S**) as the seller and the customer as the buyer.

These General Conditions shall prevail over any other terms of the buyer. Any modification of these must be made in writing with the express consent of **BARRACHINA'S**.

2.- Orders received by **BARRACHINA'S** will be considered accepted through written confirmation or through the delivery or availability of the goods subject to the order. The placement of an order implies the acceptance by the buyer of these General Conditions.

3.- The obligations of the parties regarding the delivery of the merchandise shall be those resulting from the specific conditions agreed upon.

4.- The goods subject to the sale have been duly verified at the seller's address and all packages containing them have been packed, with no faults or waste observed.

5.- Upon receiving the merchandise, the buyer is obliged to examine it immediately for any defects or flaws. External or visible defects must be reported in writing to **BARRACHINA'S** within four (4) days of receiving the merchandise. In the case of hidden defects, the claim period will be thirty (30) days from receipt. If the buyer does not notify of any defects within the stipulated time frames, the merchandise will be considered compliant.

6.- On the **BARRACHINA'S website** (www.barrachinas.com), technical data sheets for the entire range of products are available to customers. Due to the special characteristics of the products, a small-scale test must be conducted before their regular use.

7.- In order to offer the best service to the professionals in footwear, leather goods, and tanning to whom the products manufactured by **BARRACHINA'S** are aimed, the necessary training on the characteristics of the products and application techniques is made available to buyers, upon request and, if applicable, at their cost. The information provided by **BARRACHINA'S** as a result of the training constitutes proprietary know-how and is subject to the highest degree of confidentiality, therefore it cannot be disclosed to third parties outside the commercial relationship.

8.- **BARRACHINA'S** will retain all rights, title, and interest in its products, such as patents, copyrights, trademarks, and other intellectual and industrial property rights, as well as all kinds of methodologies, procedures, techniques, ideas, trade secrets, work systems, and know-how incorporated or related to its products.

9.- The customer will not be able to make formulations from the products sold by **BARRACHINA'S** without having their express written authorization.. The client will not be able to issue the products resulting from authorized formulations without the labels and safety data sheets provided by **BARRACHINA'S**.

10.- **BARRACHINA'S** products for footwear and leather goods may not, under any circumstances, be mixed with products manufactured by the customer and other third parties. In the case of finished leather products, tanners may mix them with water and other products if **BARRACHINA'S** gives its express consent.

11.- The goods must be paid for under the specific conditions agreed upon as stated in the invoice.

12.- If the buyer were to default on the payment for the merchandise, **BARRACHINA'S** may demand immediate payment and applicable penalties, as well as proceed to withhold all pending supplies and services, including conditioning the delivery of the goods on advance payment even if the buyer is no longer in default.

13.- The goods sold by **BARRACHINA'S** are subject to a retention of title clause and, consequently, ownership of the goods does not transfer to the purchasing party until full and complete payment is made.

14.- The client will leave **BARRACHINA'S** harmless and will assume all responsibility for any damages that may arise from the breach of these General Sales Conditions, as well as the specific conditions agreed upon.

15.- The contractual relationship established between the parties involved shall be governed by the provisions of the Law of the Kingdom of Spain, particularly in relation to these General Conditions of Sale.

16.- Any dispute arising from the contractual relationship established between the parties and, especially, from what is provided in these General Sales Conditions, shall be submitted to the Courts of the domicile of **BARRACHINA'S**, both parties waiving any other jurisdiction that may correspond to them.

17.- In compliance with the provisions of Organic Law 15/1999 of December 13 on the Protection of Personal Data, the personal data provided by the buyer will be part of the customer file of **BARRACHINA'S**, whose purposes are the maintenance of the contractual relationship, the control and management of sales, and their corresponding collections. **BARRACHINA'S** will handle this data with the utmost confidentiality and is committed to not using it for any purpose other than the one for which it was collected, as well as to keeping it with the appropriate measures that ensure its security and prevent its alteration, loss, unauthorized treatment, or access. The buyer has the ability to exercise the rights of access, rectification, cancellation, and opposition by sending a written communication to **BARRACHINA'S**.

18.- These General Sales Conditions are reproduced on the company's website www.barrachinas.com