

General conditions of purchase

Balliu Export S.A.

This document, together with the attached documents, regulates the conditions for using the website www.balliuexport.com and for purchasing products through it.

For these general conditions, BALLIU refers to BALLIU EXPORT, S.A.; and "CUSTOMER" to the user of the website and possible online buyer.

The Client accepts these General Conditions of Purchase, as well as the Privacy Policy and the Cookies Policy.

By using this website or purchasing products and/or services through it, the Customer agrees to be bound by these Terms and Conditions. If you do not agree with all of them, you should not use this website.

These Conditions may be modified by BALLIU, as well as the Privacy and Cookies Policies. The Customer is responsible for consulting them each time he/she accesses, browses and/or uses the website, as the conditions in force at the time of purchase will apply.

The order may be placed at the Customer's choice in any of the languages available on the website: Spanish, Catalan, English and French. In case of discrepancy in the interpretation, the Spanish clauses shall prevail.

1. Our details

This website is operated by:

- **Name:** Balliu Export S.A.
- **Address:** Carretera C-35 Km 9365, 17455 Caldes de Malavella, Girona, Spain
- **VAT number:** A-17545385
- **E-mail:** info@balliuexport.com
- **Telephone:** +34 972 397 100
- **Commercial Registry:** Registered in the Commercial Registry of Girona, Volume 1182, Folio 133, Section 8, Page GI 20948, Inscription A20.

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2. The customer

Before ordering and during the purchase process, the Customer may access, file and print these general conditions. All personal data provided by the Customer will be treated according to BALLIU's Privacy Policy. The Customer declares that the information provided is truthful. If all the necessary information is not provided, the order cannot be processed.

The Customer agrees not to place false or fraudulent orders; BALLIU may cancel them and take appropriate legal action.

The Customer must be over 18 years of age and have the legal capacity to sign contracts. In the case of legal entities, those acting on their behalf must ensure that they are adequately represented, and that the information provided is truthful.

BALLIU shall not be liable for any damages, losses or prejudices related to these statements.

3. Orders

To place an order, the Customer must select the products on the BALLIU website by creating a virtual shopping list. Before placing the order, the Customer must:

1. Read and understand the description of the products on the website. In case of doubt, he/she should contact BALLIU by email or telephone.
2. Read and understand the technical characteristics of the products available in the product information on the website.
3. Consult the price of the products and possible promotions, knowing the final price including VAT and the price of transport.

4. Availability

The delivery time for products is 7 to 10 working days from September to February, and may be as long as 14 to 20 days from March to August. If a product is sold out during the ordering

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process, BALLIU will inform the Customer and deliver the product in a longer period without additional cost.

5. Price and payment

Prices include VAT and are current at the time, including applicable promotions. Prices exclude shipping costs, which will be added before payment.

Prices are subject to change, but changes will not affect orders already confirmed.

Accepted means of payment are credit/debit card and bank transfer. Credit cards will be subject to checks and authorizations by the issuing bank. If payment is not authorized, BALLIU will not be responsible for delays or non-delivery, and will not be able to formalize the contract with the Customer.

For payments by bank transfer, the order is reserved for 2 calendar days for the transfer to be processed. If not received, the order will be cancelled.

All payment costs will be borne by the Customer and will be added to the total amount.

The Customer must ensure that the exact amount of the order, the account number and the transfer reference are entered correctly. In case of error, the order will be cancelled.

BALLIU is not responsible for the lack of veracity of the data provided by the Customer or for damages to third parties due to the illegitimate use of payment methods.

It is not possible to pay for the purchase of the products or the service in any other way.

6. Billing

Once the purchase process has been completed, the invoicing data cannot be modified. The Customer will receive a paper or digital invoice together with the goods.

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7. Delivery

All shipping costs, taxes and customs duties are to be borne by the Customer. Upon shipment, the Customer will receive a tracking code for small shipments. For bulky orders, please contact BALLIU by email or telephone.

The Customer must pay the price of the services at the time of contracting and be present or designate someone at the address for delivery.

Delivery will be made according to the Incoterm FCA clause. This means that BALLIU shall bear the risk of loss, damage, breakage or destruction of the product until the goods are available at the point agreed with the Customer. Responsibility is transferred to the Customer once BALLIU makes the goods available at the agreed point.

Delivery time: BALLIU will ship the order within the period agreed with the Customer and within a maximum of 30 days. Delivery will be considered completed when the Customer, or a designated third party, physically receives the products and signs the delivery note provided by BALLIU or the transport provider.

If it is not possible to deliver on the agreed date, BALLIU will contact the Customer to reschedule. If the Customer changes the delivery address, there may be additional costs.

Rescheduling of delivery: If BALLIU is unable to deliver on the agreed date and time, the order will be returned to the warehouse and BALLIU will contact the Customer to arrange a new delivery. If the Customer is absent on the agreed date, he/she will have to pay again the cost of transportation, unless it is BALLIU's fault, in which case BALLIU will assume the cost of the next shipment.

If the Customer changes the place of delivery or is not present on the agreed date and time, there may be an additional cost. Balliu will inform of this before proceeding for the Customer's acceptance.

The following documents are part of these general conditions of purchase:

- Purchase ticket.
- Order document/order with the contracted services, prices and date of delivery.
- Any other attached document signed by the parties.



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By accepting these conditions, the Client authorizes the service to be provided by third parties designated by BALLIU.

Obligations of the Client:

Payment: To pay the price of the services when contracting, according to the prices of the order.

Presence: Be present at the address for delivery or designate someone to be present.

Correct data: Guarantee the veracity of the data provided. Provide a contact telephone number.

Delivery restrictions: No deliveries to P.O. boxes or public places are allowed. If a second trip is necessary due to an error in the data, the Customer must pay the additional cost.

Signature of delivery note: Sign the delivery note at the end of the service and indicate any incident in the corresponding section.

Verification of goods: Verify the quantity and condition of the packages received and report any damage on the delivery note.

Claims for non-visible damage: Report non-visible damage within 2 days of delivery. Submit a written claim and, if possible, photos of the damage, sent by email to info@balliuexport.com.

Delivery location conditions: Ensure that the delivery location meets the appropriate conditions and report any obstacles that may hinder delivery. If not reported and a second transport is required, the Customer must pay for it without reimbursement of the first transport and may incur storage costs.

Responsible use: The Customer is responsible for using the products according to the technical specifications and instructions, and for verifying that the location of the product in the property complies with all regulations and requirements.

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8. Withdrawal

The Customer has 14 calendar days from receipt of the last of the products purchased in the same order to exercise the right of total or partial withdrawal.

To return, you must contact BALLIU by email. The refund will be made by the same means that was used to pay, within a maximum of 3 working days after receiving the return.

The Customer is responsible for the decrease in value by handling other than necessary of the products, which will lead to the fact that the exercise of the right of withdrawal is not allowed in these cases.

To exercise these rights and guarantees the Customer must present proof of purchase of the products.

In case of withdrawal, the refund may be withheld until the goods have been received, or until the Customer has provided proof of the return of the goods.

9. Warranty

The products purchased on this website are covered by the warranty described in the Warranty Policy.

10. Applicable law and jurisdiction

This contract is governed by Spanish law. Any dispute shall be resolved in the courts of Girona, Spain.



Review: 1

Date: August (2023)

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MODEL WITHDRAWAL FORM

(Only to be completed and returned if you wish to withdraw from the contract)

To:

- BALLIU EXPORT S.A.; Carretera C-35, km 936,5 – 17455 de Caldes de Malavella (Girona); NIF A-17545385, e-mail info@balliuexport.com and telephone 972 397 100.

I hereby inform you that I withdraw from my contract of sale of the following goods:

- Order received on:.....
- Name:.....
- Address:.....
- Signature:.....
- Date:.....