

GENERAL TERMS AND CONDITIONS OF SALE OF CITEL, S.L.U.

1. Identification and Purpose

Company identification:

CITEL, S.L.U., tax ID B43045665, with registered address at Avda. de Brasil, 29, 1º, 28020 Madrid. Headquarters: C/ dels Filadors, 35, 7º, 08208 Sabadell (Barcelona). Factory: Ctra. Salomó, s/n, 43718 Masllorenç (Tarragona), Spain.

Registered in the Madrid Commercial Registry, Volume 36,849, Page 43, Sheet M-659.557.

Purpose:

These General Terms and Conditions govern the commercial relationships between CITEL, S.L.U. and professional customers, distributors, or companies purchasing textile products within the scope of their business activity. Transactions with consumers or end users as defined by Spanish Royal Legislative Decree 1/2007 are excluded.

2. Acceptance of the Terms

Placing any order or accepting an invoice implies full and unconditional acceptance of these General Terms and Conditions, in the version in force at the time of contracting. It is understood that the customer has read, understood, and accepted these Terms and Conditions.

3. Prices and Payment Terms

Product prices are expressed in euros (EUR), unless otherwise stated, and on an EXW basis (Incoterms 2020). Prices include packaging and applicable legal taxes but exclude other duties, tariffs, or insurance.

Payment shall be made by the methods agreed for each order. In case of non-payment, CITEL, S.L.U. may suspend deliveries without prior notice and terminate the contract if the debt is not settled within 30 days of written notification, reserving the right to claim interest and collection expenses.

4. Ordering and Delivery Procedure

Orders are deemed formalized once expressly confirmed by CITEL, S.L.U. Delivery is subject to product availability and the estimated deadlines communicated to the customer.

Shipping costs shall be borne by the customer unless otherwise agreed or covered by specific promotional terms.

5. Returns and Withdrawal Policy

Contracts entered into between CITEL, S.L.U. and its customers are of a commercial nature. The right of withdrawal applicable to consumers does not apply.

Returns will only be accepted with prior written authorization from CITEL, S.L.U. in the following cases:

- Shipping errors attributable to CITEL, S.L.U.

- Defective or non-conforming products.

The customer must inspect the goods upon receipt and report any incidents in writing within 5 business days.

Authorized returns must be made in their original packaging and in perfect condition.

6. Warranty and After-Sales Service

CITEL, S.L.U. warrants its products against manufacturing defects for 12 months from delivery.

At CITEL's discretion, the warranty is limited to the repair or replacement of the defective product. Damages resulting from improper use, incorrect installation, normal wear and tear, or inadequate storage are excluded.

The customer must submit any warranty claim in writing, including proof of purchase and a description of the defect.

7. Limitation of Liability

CITEL, S.L.U. shall not be liable for indirect losses, loss of profit, or damages arising from the use or inability to use the products.

CITEL's total liability towards the customer shall not exceed the total amount of the order giving rise to the claim.

CITEL shall not be liable for delays or damages caused by force majeure or events beyond its reasonable control, including strikes, logistics failures, or shortages of materials.

8. Penalties and Late Payment Interest

In the event of late payment, the customer shall automatically incur late payment interest equivalent to the statutory interest rate plus 8 percentage points, pursuant to Spanish Law 3/2004 on combating late payment.

CITEL, S.L.U. may also claim reasonable collection expenses and any contractual penalties agreed in writing.

9. Confidentiality

Both parties agree to maintain the confidentiality of all technical, commercial, or financial information exchanged during the contractual relationship.

This obligation shall remain in force throughout the contract and for a minimum of three years after its termination.

Information that is public, previously known, or required by competent authorities shall not be considered confidential.

10. Intellectual Property

All designs, technical specifications, samples, catalogues, and other materials provided by CITEL, S.L.U. are the exclusive property of the company.

The customer may not copy, reproduce, or use them for purposes other than those arising from the contract without written authorization.

The sale of products does not imply any transfer of intellectual property rights or licenses regarding trademarks or designs.

11. Assignment and Subcontracting

CITEL, S.L.U. may assign or subcontract all or part of its rights and obligations under this contract without the customer's prior consent.

The customer may not assign its rights or obligations without the express written authorization of CITEL, S.L.U.

12. Applicable Law and Jurisdiction

These Terms and Conditions shall be governed by Spanish law.

For the resolution of any disputes arising from their interpretation or performance, the parties expressly submit to the Courts and Tribunals of Barcelona.

13. Amendment of the Terms

CITEL, S.L.U. reserves the right to amend these General Terms and Conditions at any time. Such amendments shall be communicated to customers through usual channels (email, corporate website, or commercial communications) and shall apply to orders placed after the date of entry into force.

Orders confirmed before that date shall remain subject to the version in force at the time of acceptance.

14. Specific Sales Conditions

In certain cases, CITEL, S.L.U. and the customer may agree on specific sales conditions applicable to particular contracts or transactions.

Such specific conditions shall prevail over these General Terms and Conditions only when expressly agreed in writing by both parties.

In the absence of specific conditions, these General Terms and Conditions shall apply to all commercial relationships between CITEL, S.L.U. and the customer.

Final Provision

These General Terms and Conditions of Sale shall enter into force on November 1, 2025, and shall remain valid until amended or expressly replaced by CITEL, S.L.U.