

GENERAL CONDITIONS OF SALE

1. The following General Terms and Conditions govern the sale and purchase between Roca Tiles Spain S.L., the selling party, and the customer, the purchasing party. Any modification of these General Conditions must be made in writing with the express consent of Roca Tiles Spain S.L.
2. The products supplied by Roca Tiles Spain S.L. comply with the European directives on guarantees and consumer rights in force.
3. Acceptance by Roca Tiles Spain S.L. of orders received from the purchaser is deemed to be made by means of written confirmation or by delivery or provision of the goods ordered. The placing of an order implies acceptance by the purchaser of these general terms and conditions of sale.
4. The goods will be shipped from Roca Tiles Spain S.L. The place of destination will be the buyer's address, unless otherwise indicated. The obligations of the parties in relation to the delivery of the goods (transport, transfer of responsibility, insurance costs, customs formalities, etc.) will be those resulting from the particular conditions agreed with the client. Roca Tiles Spain S.L. shall not be liable for irregularities, delays or suspension of shipments caused by unforeseen circumstances or force majeure that interrupts the work of the factory, including strikes, other labour or industrial contingencies, the lack or impossibility of obtaining raw materials.
5. The loading of the goods to the buyer assumes that Roca Tiles Spain S.L. has checked the goods before loading, and that they are in the agreed conditions, without defects or shortages. The carrier must confirm that the state of the load is in conformity before proceeding with its transport.
6. Upon receipt of the goods and taking into account the criteria established with the UNE 138002 "*General rules for the execution of adhered ceramic tile coverings*", the purchaser is obliged to immediately examine the goods for defects or faults. External or visible defects must be notified in writing to Roca Tiles Spain S.L. within fourteen (14) days of receipt of the goods. In the case of hidden defects, the claim period shall be thirty (30) days from receipt. If the buyer does not give notice of defects within the stipulated period, the goods shall be deemed to be in conformity. If the buyer complains within the deadline:
 - 1) Roca Tiles will first analyse whether the claim is justified or not. Acceptance of the return by Roca Tiles Spain S.L. does not imply recognition of the claim for defects or flaws. The return of the goods claimed must be carried out with the original packaging and in perfect condition.
 - 2) If appropriate, the case will be assessed in order to reach an agreement with the client.
 - 3) No returns will be accepted for skirting boards, steps and special parts made to measure for a specific project.
 - 4) No claims will be accepted for products handled/used/placed on site, nor for defects in packaging/product resulting from the transport/storage of the goods that cause hidden damage/defects in the product.
7. Roca Tiles Spain S.L. is entitled to set off any sum owed to it by the purchaser against any sum payable to the purchaser.
8. In the event of non-compliance with the terms of payment and/or return of the negotiated items, Roca Tiles Spain S.L. shall be entitled to demand the payment of interest for late payment and the buyer shall be liable for the costs of return plus the costs of administration and legal claims that may arise, including the fees of lawyers and solicitors.

9. In the event of default in payment of the goods by the purchaser, as well as in the event of a seizure of its property or a substantial deterioration of its situation, Roca Tiles Spain S.L. shall be entitled to demand immediate payment of the invoiced amount and to withhold all outstanding deliveries and services and to make the delivery of goods - even if the purchaser is no longer in default - conditional upon advance payment in cash and to demand compensation.
10. Goods delivered by Roca Tiles Spain S.L. are subject to RESERVATION OF TITLE. Ownership of the goods shall only pass to the purchaser when they are fully paid for. The reservation of title in favour of Roca Tiles Spain S.L. extends to new or already processed products, without being affected by a resale of the goods or products that have been subsequently processed.
11. The parties submit the relations resulting from the purchase and supply of goods to the provisions of Spanish law, in particular with regard to these General Terms and Conditions of Sale.
12. Any controversy, conflict or claim arising in connection with the commercial relationship established between the parties resulting from the purchase and delivery of the goods and, in particular, those provided for in these General Conditions of Sale, including disputes relating to their legal validity, modification or termination, without agreement of the parties will have to be resolved in the Courts of Castellón.
13. Deliveries on account for the production of special materials shall not be refundable in the event of cancellation of the order or withdrawal from the contract by the customer after production has started.
14. In compliance with Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, the personal data provided by the buyer will form part of a data processing system for which Roca Tiles Spain S.L. is responsible, and the purpose of which is to manage data related to customers, manage their orders, delivery notes, invoices, financial situation and transaction history. Roca Tiles Spain S.L. will process the data provided in accordance with the data protection obligations imposed by current legislation. You may, at any time, exercise your rights of access, rectification, deletion, limitation of processing, portability and opposition by means of a request addressed to Roca Tiles Spain S.L., as well as withdraw your consent at any time without affecting the lawfulness of the processing based on the consent prior to its withdrawal, and to exercise your right to lodge a complaint with a supervisory authority.