

All commercial relations between Santa & Cole Forestal S.L. (hereinafter S&C Tree Nursery) and its customers shall be governed by the following General Conditions of Sale, which shall govern the commercial sale and which shall be understood to be fully binding merely by placing an order with S&C Tree Nursery.

Our acceptance of an order means, in any case, that the purchaser accepts the following general conditions of sale and supply.

La aceptación por nuestra parte de un pedido supone, en cualquier caso, que el comprador acepta las siguientes condiciones generales de venta y suministro.

S&C Tree Nursery reserves the right not to sell to certain points of sale in accordance with its commercial policy and with the commercial agreements that it maintains with its registered distributors for each product line (urban, indoor or forestry elements or books). For detailed knowledge of the same please CONSULT our Commercial Department.

1. ORDERS

1.1. For Catalogue Products

The orders must be made IN WRITING, either by ordinary mail, e-mail or fax.

The order should specify:

- Physical details of the purchaser.
- Code, quantity and valuation of the products requested, in accordance with the quotation received if appropriate.

1.2. For Personalized Products

The technical documentation necessary to allow the correct definition of the product should be added to the requirements of section 1, whether it is a question of special products, modifications of catalogue products or finishes other than standard.

Enquiries are always without commitment.

48 hours after receipt of the order, THE CUSTOMER cannot cancel this order without the express written approval of S&C Tree Nursery.

The delivery terms given by S&C Tree Nursery are purely for informative purposes. Delays in delivery do not authorize the purchaser to cancel the order or to apply penalties or indemnities, unless expressly agreed otherwise in writing. Even in this case, if for reasons of force majeure, affecting either S&C Tree Nursery or its suppliers, S&C Tree Nursery cannot fulfil any of the commitments taken on, no sanction shall be applied.

2. CATALOGUE

The technical information provided by S&C Tree Nursery on its products in relation to transplants, sizes, materials and characteristics is for GUIDANCE only and does not legally bind S&C Tree Nursery to strictly comply with it and can be modified without prior notice.

3. PRICES

The sale prices are governed by the current Price List in force, which cancels any previous one and may be modified by S&C Tree Nursery without prior notice. VAT (Value Added Tax) applicable in Spain (which is 4% on Books, 7% on Tree Nursery and 16% on the other products, except in the event of legal modification of the applicable rates) IS NOT INCLUDED in the prices indicated.

In any case the prices applied shall be those which appear on the pro forma invoice or on the order.

4. WARRANTY

The warranty for all S&C Tree Nursery products is that established by law, in accordance with the legislation in force, for any defect attributable to the manufacture, provided that this defect does not arise from inadequate installation or use, in which case the warranty shall not apply. The warranty covers the replacement of the material and the carriage, and the expenses or special packing which this replacement could generate shall be for the account of the customer.

For those products which S&C Tree Nursery distributes but does not produce, the warranty covering the products delivered is limited to that issued by the producer.

5. TRANSPORT AND DELIVERY

All goods sold are understood to be at the disposal of the customer in the warehouses of S&C Tree Nursery in Cardedeu (Barcelona), the damage and losses which, if appropriate, could occur to goods from the time of delivery to the haulier being FOR THE ACCOUNT OF THE PURCHASER.

The carriage of the goods shall always be for the account and risk of the purchaser (carriage forward). Even if S&C Tree Nursery hires the transport, and even if it refunds the customer all or part of this amount through sales discounts on the price of the goods, this does not under any circumstance represent an impairment or derogation of the preceding paragraphs, or the tacit or express acceptance of the account or of the risks arising from the transport.

If the transport agency desired by the customer is not explicitly notified, both if it is carriage paid and carriage forward, S&C Tree Nursery will send the order with the products requested by the agency which seems most appropriate for the shipment.

6. SPECIAL PACKING

If special packing (wood or other) is required, the corresponding cost shall be charged separately to the customer.

7. CLAIMS AND RETURNS

The customer shall be entitled to make a claim against S&C Tree Nursery, due to a defect in the quantity or quality of the goods received, in accordance with the Spanish legislation in force.

Under no circumstances shall S&C Tree Nursery be responsible for defects of the products or for injury caused to the customer or to third parties, when attributable to their installation or to their incorrect use.

In order to be able to present these claims, we have made available a direct telephone number (+34 938.619.160) and an e-mail address: forestal@santacole.com.

In order to be able to attend to the incidents quickly, it is essential to indicate the invoice no. or the delivery note no. from which they originate.

For S&C Tree Nursery to be able to collaborate on any claim that the customer wishes to make against the haulier due to incidents directly attributable to the transport, the customer should clearly indicate these incidents on the haulier's delivery note. If this is not done, S&C Tree Nursery will not be able to collaborate on any claim against the haulier by the customer.

Product returns are not accepted, except with the express written consent of S&C Tree Nursery. In this case, 15% of the net value of the product shall be charged as depreciation.

8. CONDITIONS OF PAYMENT

The payment of the total price of our goods must be made in cash by bank transfer to the account determined by S&C Tree Nursery on its pro forma invoice.

In order to be able to take advantage of a delay in the payment it is necessary to be assigned a credit limit by S&C Tree Nursery. Please contact our Commercial Department.

A delay in relation to the payment dates agreed leads to the automatic cancellation of the credit.

9. OWNERSHIP OF THE PRODUCTS

The products will continue to be owned by S&C Tree Nursery until payment has been made in full.

10. DEFENCE OF INTELLECTUAL PROPERTY

The designs of the products appearing in the catalogues of S&C, and these catalogues themselves, are protected by the national and international Laws and Treaties on Intellectual and Industrial Property. Any unauthorized use of them constitutes an infringement of the above-mentioned rules, and a crime which can be punished in accordance with penal laws.

Consequently, it is strictly forbidden to manufacture, fix, reproduce, translate, distribute, publicly communicate, place at the disposal of the public and/or totally or partially transform these designs and/or the catalogues, in addition to any other act of exploitation in relation to them, without the prior written permission of the owners of these rights.

S&C holds the ownership of the rights over its trademarks. Their use is consequently totally forbidden, without the corresponding prior written permission of S&C. Non-fulfilment of this obligation and the consequent infringement of the trademark rights shall likewise entail a civil and, if appropriate, criminal prosecution of these infringements, in accordance with the national and international Laws and Treaties in force.

11. APPLICABLE LAW AND JURISDICTION

The sales are subject to Spanish commercial legislation. Any matter giving rise to a lawsuit shall be submitted to the Courts and Tribunals of the city of Barcelona (Spain), with express renunciation by the parties of their own jurisdiction, if different.