

1. Except for specific conditions previously established and/or ratified, any and every goods travel for account and risk of the customer, even if it is by Sanindusa transport.
2. All customers accept unreservedly that the confirmation of orders by Sanindusa is merely indicative given the nature of Sanindusa products, particularly ceramic products, which does not allow being otherwise. That indicative confirmation remains always dependent of the proforma invoice confirmation by the customer.
3. All customers accept unreservedly that it is mandatory for them to check and verify technically the goods upon arrival at their facilities. Should the customer notice any non-conformity, it must be recorded on the delivery note handed over by the transporter, after which the customer has 48 real hours to write down and report the incident by claim form GQR005 fully filled, which must compulsorily be sent by e-mail to Sanindusa commercial services. The non observance of the established above in its all or part, determines disentanglement of any and every Sanindusa responsibilities and warranties.
4. All customers accept unreservedly that Sanindusa responsibility concerning warranties can only come into force after the fulfilment of the established in point 3 as well as after the reception of the detachable warranty bulletin that accompanies the product , and this by the minimum periods of time established according to the Portuguese decree law nº 67/2003 and the (Portuguese) General Urban Building Regulation 38382 of 07/08/1951, being possible the increase/adjustment of these periods by decision of Sanindusa and/or by justified and documented negotiation with the customer.
5. All customers accept unreservedly that they are bound to identify and record the traceability markings of each piece, Sanindusa invoice number and addressee at the sale moment to which follows the return of the warranty detachable bulletin that accompanies the piece by the end user, actions without which all customers accept unreservedly the possibility of not being granted acceptance of potential claims/coming into force of warranty due to lack of elements that enable Sanindusa technical teams to adequately evaluate as well as Sanindusa taking action according to the warranties it gives.
6. All customers accept unreservedly that the acceptance of every claim remains dependant of presentation of irrefutable evidence, be it the claimed product or detailed photographs of it depicting the damages/nonconformities, even if the product is severely damaged. This duly identified and recorded as established in point 3. Should this not be done in all or part, Sanindusa reserves the right of not accepting any claim and correspondent request of replacement.
7. All customers accept unreservedly that they are not entitled to and may not block any payment, by way of a claim, no matter the products concerned. All clients fully pay the amounts mentioned in the invoice within the established timings, including the ones due for the product/s they intend to claim, and proceed to claim as established in point 3.
8. All customers accept unreservedly that the claim is submitted to the evaluation of Sanindusa accredited technicians and accept waiting for the time considered necessary to:
 - 8.1. The evidence of the claimed arrives at Sanindusa facilities within the maximum delay of 15 working days, or; The presented products follow technical specifications from SANINDUSA, in accordance with the international regulations. The colours and dimensions of pieces are merely a reference. We reserve the right to introduce technical

improvements in our products without previous notice. We don't hold ourselves responsibility for any changes in the characteristics of the products in this catalogue. Check the availability / term of the new products before placing the order.

INFORMATIONS: WWW.SANINDUSA.COM

TECHNICAL INFORMATIONS: WWW.TEC.SANINDUSA.PT

8.2. Sanindusa accepts the possibility or not, of being indispensable the visit of a credited technician to the customer facilities in order to perform expert inspection and deliberate or;

8.3. The presented evidences being evaluated. All costumers accept the fact that should technical acceptance not be given, Sanindusa is not compelled to perform any replacement. Whatsoever all customers accept unreservedly that the presentation of evidences whose nature/condition does not allow the evaluation of the defect/non-conformity beyond any doubt, result in the established in point 8.2 or in the non-acceptance of the claim and consequent non replacement of the claimed product.

9. All customers accept unreservedly that each and every replacement of claimed product, whose defect origin is confirmedly of Sanindusa, is done by replacing it with another same product or by crediting its value.

10. All customers accept also unreservedly that besides the product to be replaced or the crediting of its value, no other responsibility falls on Sanindusa and Sanindusa is at no time liable to be penalised legally, juridically, economically and/or by any other way.

11. All clients accept unreservedly that if Sanindusa so wishes, joint expert inspection/follow up actions are organised periodically at the facilities of the customer to deliberate technically, evaluate the storage/handling conditions of the customer.

12. All clients accept unreservedly and compromise themselves to respect the fact that as they receive the goods well packaged and protected, they must imperatively act the same way should the need of returning one good, arise, even if the good is severely damaged. The goods must be impeccable as far as cleanliness and packaging, although as far as packaging is concerned, not necessarily in the original package but in one as good and adequate as the original. All customers accept unreservedly that if they do not comply in all or in part with the established above, this imply the non-acceptance of the claim and consequent replacement as well as the right of Sanindusa to return the claimed goods to the customer.

13. All clients accept unreservedly that any unauthorised change performed by them to the product in its all or part, automatically frees Sanindusa from the responsibility of any compromise, as well as placing it in the situation of, if it so wishes, to proceed legally and juridically against any client that incurs in such practice, being this liable to end with the payment by the client to Sanindusa of adequate indemnities set by a competent juridical entity of Aveiro district.

14. All clients accept unreservedly that the intellectual and industrial ownership entitlement of the products conceived, developed, produced by Sanindusa, produced for Sanindusa, belong exclusively to Sanindusa. Being so any copy, reproduction not authorised by writing by Sanindusa, determines the cessation of any commercial activity between Sanindusa and the transgressor costumer.

15. The parties hereby agree that the sale of the products shall be carried out with reservation of ownership by Sanindusa until the price agreed for the products supplied is paid in full by the client, or by third parties at their request.

Notwithstanding the provisions of the previous point of this clause, the risk of loss or damage to the merchandise is transferred to the client due to the Incoterm in effect in the transaction.

When the merchandise is sold and delivered to third parties in the context of the client's commercial activities and ownership of the merchandise has not yet been transferred, Sanindusa's right of reservation of ownership remains valid with the third parties.

In the event of late payment, Sanindusa has the right, without the need to resort to any formality or prior notice, to collect all merchandise subject to reservation of ownership and, if legally established, all credit instruments with third parties.

Sanindusa reserves the right to use all legal means at its disposal to be compensated for any losses it has suffered, or shall suffer, as a result of the CLIENT's non-compliant conduct.

16. All clients accept unreservedly that given the complexity of these matters, all omissions and interpretations possible will always be oriented towards the presentation of irrefutable evidence, continuous improvement, and partnership improvement, commercial respect, which allow Sanindusa to evolve further and ever more, therefore always on benefit of Sanindusa.