

## GENERAL CONDITIONS OF SALE AND WARRANTY DILEOFFICE, S.L.

### 1. SCOPE:

- 1.1. Commercial transactions involving **DILEOFFICE, S.L.** products are subject to these General Conditions of Sale and Warranty, which will be reflected in the corresponding order confirmations. In addition, commercial invoices for **DILEOFFICE, S.L.** products will contain an express reference to the following General Conditions of Sale and Warranty.

### 2. ORDERS:

- 2.1. Orders will be accepted in writing, by e-mail, and will only be binding once they have been accepted by **DILEOFFICE, S.L.** by e-mail confirmation of the order. The Customer must verify the order confirmation and immediately notify, in writing, any errors. Otherwise, the description of the product in the order confirmation will become part of this contract and will be binding on the parties. **DILEOFFICE, S.L.** will not accept modifications or cancellations of the order. Similarly, **DILEOFFICE, S.L.** will understand that the order is confirmed when the email appears as read or 48 hours have passed without confirmation of the order by the Customer.
- 2.2. Orders are subject to availability and acceptance by **DILEOFFICE, S.L.**, which may reject the order at any time and at its sole discretion. which may reject the order at any time and at its sole discretion. The budgets, or economic offers, will only be valid in writing, and during the period indicated therein. If no period is indicated, this will be 15 days.

### 3. PRODUCTS:

- 3.1. The Products are described in the catalogue or website of **DILEOFFICE, S.L.** which may be modified by any applicable Specification. **DILEOFFICE, S.L.** reserves the right to interrupt, temporarily or permanently, the supply if there are exceptional circumstances that prevent the total or partial fulfilment of the obligations of the seller. In this case, the present contract will be cancelled without the buyer having the right to demand compensation for possible damages from the seller.
- 3.2. Similarly, **DILEOFFICE, S.L.** reserves the right to cancel the order, at any time, due to objective circumstances beyond the control of **DILEOFFICE, S.L.**

### 4. SPECIAL ITEMS:

- 4.1. **DILEOFFICE, S.L.** offers the possibility of manufacturing "Special articles", subject to approval.
- 4.2. "Special items" shall mean any extraordinary modification in finishes and/or combinations not included in this tariff.
- 4.3. Any "Special items" will have an increase of 5% on the retail price, so that **DILEOFFICE, S.L.** will be able to cover the cost of the personalised service.

- 4.4. These "Special articles" are non-returnable, non-cancellable and/or non-modifiable. Any additional costs incurred by **DILEOFFICE, S.L.** due to any of the aforementioned reasons will be charged to the invoice.

## 5. PRICES AND PAYMENT TERMS:

- 5.1 The price of the Products shall be that established in the Offer. Therefore, the indications and dimensions of the Products that appear in the catalogue and in the price list of **DILEOFFICE, S.L.** are indicative, and are indicated for the sole purpose of providing greater clarity and information on these Products. However, **DILEOFFICE, S.L.** reserves the right to make, without prior notice, any modifications, amendments and/or cancellations it deems appropriate.
- 5.2 Payment will be made to the bank account designated in writing by **DILEOFFICE, S.L.** However, **DILEOFFICE, S.L.** reserves the right to interrupt the supply if any of the payment commitments made have not been fulfilled. The place of delivery is indicated in the order confirmation.
- 5.3 This transaction is **exempt from VAT, on the basis of Article 25 of Law 37/1992, of 28 December 1992, on Value Added Tax ("Exemptions in the supply of goods destined for another Member State"), unless it is carried out within Spanish territory.**
- 5.4 **DILEOFFICE, S.L.** reserves its right of ownership of the product in case of total or partial non-payment of the order. If the Customer refuses delivery, without the prior approval of **DILEOFFICE, S.L. S.L.**, any resulting costs or damages shall be borne by the Customer, including storage until acceptance. Similarly, **DILEOFFICE, S.L.** assumes no liability for delays in delivery of the goods arising from the lack of authorization by the bank.
- 5.5 **DILEOFFICE, S.L.** also reserves the right to interrupt the supply of goods to the Customer if the Customer has failed to comply with any of the payment commitments made. Such non-payment shall entitle **DILEOFFICE, S.L.** to claim damages from the Customer in accordance with the provisions of **Articles 45 to 52 of the 1980 Vienna Convention** on the International Sale of Goods; **DILEOFFICE, S.L.** also reserves the right to claim other amounts from the Customer. **DILEOFFICE, S.L.** also reserves the right to claim other amounts that satisfy the value of the loss suffered by the breach (consequential damage) and the profit lost as a result of its breach (loss of profit), as well as for other damages caused as a result of its breach of contract. Similarly, **DILEOFFICE, S.L.** reserves the right to interrupt, temporarily or permanently, such supply if there are exceptional circumstances that prevent the total or partial fulfilment of the obligations on its part. In this case, the present Contract will be cancelled without the Customer having the right to claim compensation for possible damages from **DILEOFFICE, S.L.**

## 6. DELIVERY:

- 6.1. Unless otherwise agreed, all Products will be shipped from **DILEOFFICE, S.L.** warehouses and returns must be made to the same place. The delivery will be made within the approximate period indicated by **DILEOFFICE, S.L.** This date is considered to be the date of completion of manufacture. These deadlines are indicative, are not guaranteed and are not binding.
- 6.2. The conditions of delivery of the goods will be agreed by **DILEOFFICE, S.L.**, in particular, with each Customer. It should be noted that all the Products whose transport is the responsibility of **DILEOFFICE, S.L.** must be delivered on the ground floor and in an easily accessible place for unloading.
- 6.3. **DILEOFFICE, S.L.** shall not be liable for any costs incurred as a result of failure to meet the delivery date. Both the ownership and the risk of damage and/or loss of the products will pass to the Customer at the moment **DILEOFFICE, S.L.** has placed the products at the disposal of the carrier or the Customer himself. This international commercial operation is subject to the corresponding risk coverage of the Client.

6.4. Similarly, **DILEOFFICE, S.L.** accepts no liability for any loss or damage that the Customer may incur in the event of an unavoidable delay in delivery. Title and risk of loss relating to the products shall pass to the Customer at the time of delivery.

## 7. FORMS OF PAYMENT:

- 7.1. The Customer must pay **DILEOFFICE, S.L.** by bank transfer within 30 days of the invoice date.
- 7.2. In the event that the Customer wishes to pay cash on delivery for amounts exceeding 1.200.-€, **DILEOFFICE, S.L.** will not be able to accept this form of payment.
- 7.3. The applicable cash discount is 1%, not applicable to cash on delivery payment methods.
- 7.4. For payments of less than €150 (base amount), the payment will be cash on delivery and the 1% discount for prompt payment will not be applied.

## 8. CESCE INSURANCE:

- 8.1. Any risk arising from a commercial operation is covered by CESCE credit insurance. However, the application for payment on credit is subject to the credit opinion of the insurer. In the event that the Customer does not obtain the credit, payment of the order shall be made in advance.

## 9. RETURNS, COMPLAINTS AND/OR EXCHANGES:

- 9.1. The Customer must check the contents of the package and the carrier's delivery note before accepting the goods.
- 9.2. The Customer shall indicate his disagreement, if any, about the Products, within 48 hours of receipt, by written communication addressed to **DILEOFFICE, S.L.**, specifying the reasons and/or nature of the disagreement. specifying the reasons and/or nature of the disagreement.
- 9.3. Returned products must be properly packaged in the original **DILEOFFICE, S.L.** box and returns must be authorized **by DILEOFFICE, S.L.** and coordinated by the agency indicated at all times.
- 9.4. **DILEOFFICE, S.L. accepts** no responsibility for goods returned at the Customer's risk. **DILEOFFICE, S.L.** assumes no liability for commercial and/or other losses that may result from any defect in the product. The loss and/or deterioration of the Products, occurring after the transfer of risk to the Customer, will not release the Customer from his obligation to pay the agreed price.
- 9.5. In case of any change due to defect or damage to the goods, the customer will have to send it to **DILEOFFICE, S.L.** within a maximum period of 15 days from receipt. To be valid claims or spare parts services under warranty, it will be necessary for the customer to send photographs of the incident, accompanying order number / delivery note / invoice.
- 9.6. **WARNING:**
  - **DILEOFFICE, S.L.** will not accept as a reason for return the possible variations in the tones and colours of the surface materials, in articles upholstered in fabrics, synthetic leathers or natural leathers.
  - Under no circumstances will **DILEOFFICE, S.L.** be responsible for stains caused by the dyeing of upholstery and, in particular, when it comes to fabrics, natural leathers and light synthetic leathers

that with use may be affected by colour transfers from the end user's garments, which end up dyeing the upholstery and giving it a dirty or stained appearance, for which **DILEOFFICE, S.L.** is not responsible.

- With regard to "Special articles", in accordance with **Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users**, it will not be possible to return, cancel and/or exchange them as they are made to order and/or personalised.

## 10. WARRANTY:

- 10.1. In the event that the Customer is a Consumer, the commercial guarantee will be regulated by **Royal Decree 1/2007, of 16 November, which approves the revised text of the Law for the Defence of Consumers and Users and other complementary legislation, taking into account the amendments made to this regulation by Royal Decree-Law 7/2021, of 27 April, transposing European Union directives on consumer protection, in particular Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects of contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC.**
- 10.2. Taking into account the applicable regulations, in cases of non-conformity with the products, **DILEOFFICE, S.L.** will be liable for any non-conformity that exists at the time of delivery or supply and which becomes apparent within **5 years of delivery**, the date of delivery being considered to be that which appears on the commercial invoice. Possession of the commercial invoice by the Consumer shall be a prerequisite for making use of the commercial guarantee.
- 10.3. The above warranty conditions are valid for all products supplied within Spain and abroad.
- 10.4. End users may only claim the above warranty rights in relation to products purchased and invoiced to them directly by **DILEOFFICE, S.L.**; taking into account that it will only apply to products called "Components" (see section 9.12), except for surface damage caused by normal use, and for chairs with normal use with a maximum of 8 hours a day (except 24 hour chairs). In the case of products purchased through an external distributor, end users must send any warranty claim directly to the seller to request their product warranty conditions, being essential that the seller provides basic training to the end user on the characteristics and handling of the chair before its delivery/use.
- 10.5. This warranty only covers non-conformities that existed at the time of delivery of the product. However, it shall not be valid for external damage to the Product caused by any cause, wear and tear, or due to wilful misconduct or negligence on the part of the Purchaser, as well as in the case of incidents caused by force majeure. In short, the commercial warranty shall not cover any damage caused by any reason beyond the manufacturer's responsibility.
- 10.6. The verification of the product will only be carried out by our staff in our own facilities. Taking into account the nature of the product, in the event that the existence of a lack of conformity covered by the commercial guarantee is verified, **DILEOFFICE, S.L.** will carry out, as far as possible, the corrective measure for the lack of conformity that avoids disproportionate costs for the company. In the event of repairing the products in which there is a lack of conformity, only the actions that are strictly necessary for the repair of the accredited lack of conformity will be free of charge.
- 10.7. Excluded from this warranty are all damages caused to the product during transport, as well as those resulting from improper storage and protection. Inspection of the product received at the time of delivery is recommended. In the event of any incidents, this must be noted on the delivery note and

notified in writing within 48 hours of delivery, so that the corresponding claim can be made to the transport company.

- 10.8. Likewise, this guarantee will be immediately void in the event that the product is manipulated, modified or repaired by any person without authorisation from **DILEOFFICE, S.L.**
- 10.9. Product returns without just cause under the terms of this warranty will only be accepted when previously authorised in writing by **DILEOFFICE, S.L.** and provided that they are made in accordance with the provisions of clause 8 of the General Conditions of Sale of **DILEOFFICE, S.L.**
- 10.10. This document contains the only valid warranty recognised by **DILEOFFICE, S.L.** None of the terms and conditions granted in this warranty can be extended or modified in any way without the express consent of **DILEOFFICE, S.L.**
- 10.11. In the event that Consumer and User protection legislation establishes presumptions in relation to the existence of lack of conformity at the time of delivery of the products to the end Consumer, it will be assessed whether the presumption is compatible with the nature of the product and the nature of the lack of conformity that is revealed. Likewise, in the case of presumptions concerning the lack of conformity, **DILEOFFICE, S.L.** will be entitled to carry out an expert test to prove whether the lack of conformity existed at the time of delivery of the products.
- 10.12. Specifically, the Products covered by this warranty are:
- Mechanism (including housing, internal mechanisms and anchorages).
  - Gas column (if the Product contains one).
  - Wheels (if the Product contains them).
  - Arms (if the Product contains them): includes housing, internal mechanism and push buttons.
  - Base (if the Product contains it).
  - External seat/backrest (if the Product contains one).
- 10.13. The following cases are excluded from this guarantee:
- General wear and tear due to improper use of the product.
  - Incorrect use of chair functions/mechanisms without prior training.
  - Use of the chair for any purpose other than seating, including modification or alteration of the product.
  - Deterioration or wear and tear due to abusive use and use of the product in incorrect environments and conditions.
  - Natural wear of upholstery fabrics, fabric, natural leathers and synthetic leathers.
  - Fabrics provided by the customer.
  - The use of tools or products not recommended for cleaning textiles, synthetics and leathers.
  - Lack of proper maintenance of the Product.
  - Possible variations in the tones and colours of the surface materials, in articles upholstered in fabrics, synthetic leathers or natural leathers.

- Stains caused by clothes dyes on upholstery and, in particular, in the case of fabrics, synthetic leathers and light natural leathers which, with use, may be affected by colour transfers from the end user's clothes, which end up staining the upholstery and giving it a dirty or stained appearance, for which **DILEOFFICE, S.L.** accepts no responsibility.

## **11. USE OF TRADEMARKS, IMAGES, LOGOS AND DISTINCTIVE SIGNS:**

- 11.1. The use of material protected by intellectual property rights owned by **DILEOFFICE, S.L.** by the Buyer ("Authorised" to use), i.e. trade names, logos, product names, domain names and other signs used in advertising, social networks, websites and on the Internet in general, must comply with the legal requirements relating to the right of use. Under no circumstances may the Authorised Person modify the appearance, structure or content of the elements subject to authorisation or add other elements, in accordance with the guidelines established by the management of **DILEOFFICE, S.L.** If the user fails to do so, this may serve as a basis for the imposition of a penalty.
- 11.2. The Authorised User may only use the authorised elements in a way that does not endanger the reputation or image of **DILEOFFICE, S.L.** In the event of such a risk, **DILEOFFICE, S.L.** may withdraw the authorisation to use them at any time. The trademarks, images, logos, signs and other distinctive signs identifying the products manufactured or marketed by **DILEOFFICE, S.L.**, will be registered in accordance with the provisions of the law. will be registered in accordance with the legal provisions on intellectual property and the laws and regulations in force.
- 11.3. **DILEOFFICE, S.L.** authorises the use of the trademarks, images, logos and distinctive signs associated with the products manufactured or marketed by the Licensee for the duration of the Licence and only for the sole purpose of identifying and promoting the products exclusively within the limits of the object of the Licence and for the benefit of the Licensor. The Licensee undertakes to ensure the protection of the trademark, logo, sign and distinctive signs and to implement the necessary actions for their effective protection.
- 11.4. The Licensee acknowledges that the use granted to him, according to these General Conditions of Sale and Warranty, the brand, the sign and the photographic and/or audiovisual material, does not confer any property rights over them. The Licensee undertakes to use the trademarks, logos, signs and photographic and/or audiovisual material of **DILEOFFICE, S.L.** in a peaceful manner. and may use all brand names in all advertising or other activities carried out by the Licensor in connection with the promotion and sale of the products.
- 11.5. The Licensee agrees not to register or apply for registration of any trademark, logo and sign of **DILEOFFICE, S.L.** (or other similar signs that may lead to confusion with those of **DILEOFFICE, S.L.**).
- 11.6. The Licensee shall notify **DILEOFFICE, S.L.** of any violation of the trademarks, logos and signs and photographic and/or audiovisual material registered by **DILEOFFICE, S.L.** that comes to its knowledge. The Licensee is free to promote the products through the Internet, catalogues and other commercial promotion media, but may not make use of the trademarks, logos, signs and photographic and/or audiovisual material registered by **DILEOFFICE, S.L.** without having previously agreed in writing the details of such use.
- 11.7. The Licensee agrees to: 1) Not to request as keywords in search engines the trademarks and signs of **DILEOFFICE, S.L.**; 2) Not to create websites or domains with the trademarks or signs of **DILEOFFICE, S.L.**; 3) Not to modify images or documents created by **DILEOFFICE, S.L.** to be published later in their catalogues or Internet; and, 4) There is the possibility that **DILEOFFICE, S.L.** authorizes the creation of profiles on social networks, provided that it is the administrator. Similarly, the Authorized must agree to transfer the access data to such networks, within a maximum period of 7 days or when **DILEOFFICE, S.L.**

requires it. Likewise, **DILEOFFICE, S.L.** reserves the right to request the Authorised Party to cancel the profile on the social networks at any time.

- 11.8. The Licensee undertakes, at the request of **DILEOFFICE, S.L.** to remove all advertising, whether printed, digital or placed on the Internet that bears trademarks, logos, photos, data or signs of **DILEOFFICE, S.L.** within a period not exceeding 30 days.

## 12. PROTECTION OF PERSONAL DATA:

- 12.1. **DILEOFFICE, S.L.** in compliance with **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR)**; of **Law 34/2002, of 11 July, on information society services and electronic commerce (LSSICE)**; and, of **Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD)**, informs you that your personal data will be included in files owned by **DILEOFFICE, S.L.** whose purpose is the management of suppliers, customers, performance of contracted services, commercial monitoring of customers and other commercial communication actions.
- 12.2. **DILEOFFICE, S.L.** will not transfer your data to third parties, unless required by law or as a result of the legal relationship. Likewise, **DILEOFFICE, S.L.** informs you that it does not plan to transfer your data to a third country or international organisation.
- 12.3. However, you may, at any time, exercise your right to access your personal data, rectify or delete it, limit its processing, as well as the right to data portability, in the manner provided for by law; that is, by sending a letter to **DILEOFFICE, S.L.** at the e-mail address [info@dileoffice.com](mailto:info@dileoffice.com), enclosing a copy of your ID/NIE/PASSPORT.
- 12.4. The data will be kept for as long as the relationship is maintained, unless you exercise your rights of control, and thereafter for as long as necessary for the fulfilment of any legal obligation or for the fulfilment of any obligation arising from the pre-existing legal relationship.

## 13. CONFIDENTIALITY:

- 13.1. The parties agree that any information exchanged, provided or created by **DILEOFFICE, S.L.** will be kept strictly confidential. The Authorised Party may only disclose confidential information to those who need it and are previously authorised by the party whose confidential information it concerns. Confidential information is also considered to be: a) Information which, as a whole or because of the configuration or exact structure of its components, is not generally known among experts in the corresponding fields; b) Information which is not easily accessible; and, c) Information which is not subject to reasonable protection measures, in accordance with the circumstances of the case, in order to maintain its confidential nature. Any information sent to the Authorised Party is the exclusive property of the party from which it originates. Accordingly, it shall not use information of the other party for its own use without prior consent.

## 14. DISPUTE RESOLUTION AND DETERMINATION OF APPLICABLE LAW:

- 14.1. Unless otherwise provided for in the applicable Consumer and User protection regulations, in the event of any dispute concerning the validity, performance or interpretation of this Contract, the parties undertake to resolve it amicably. However, should the parties fail to reach an agreement by negotiation, they expressly agree that any dispute, discrepancy, question or claim resulting from the execution or



interpretation of these General Conditions of Sale and Guarantee or related to them, directly or indirectly, shall be definitively settled by arbitration, within the framework of the Court of Arbitration of Alicante (Spain), with headquarters in the Official Chamber of Commerce, Industry and Navigation of Alicante (Spain), which is entrusted with the administration of the arbitration and the appointment of the arbitrators, in accordance with its Regulations and Statutes, which will resolve by applying Spanish law.