

## GALOPIN PLAYGROUNDS, S.L. GENERAL SALE TERMS

These General Sale Terms (hereinafter GST) to any sale of goods and services by GALOPIN PLAYGROUNDS S.L. (hereinafter GALOPIN PLAYGROUNDS) and regulate the contracts for the sales of products or their part thereof, prevailing over any written proposal or any negotiations maintained between GALOPIN PLAYGROUNDS and the customer prior to the acceptance of the order.

These GST expressly exclude the applicability to the commercial transactions mentioned above, of any other general conditions in all its content. GALOPIN PLAYGROUNDS reserves the right to update these GST.

The dimensions, weights, technical characteristics, performance, drawings and any other information included in our catalogue are purely indicative and may be modified without prior notice by GALOPIN PLAYGROUNDS.

The order will be considered binding at all times for the customer from the moment GALOPIN PLAYGROUNDS receives his written confirmation by means of the duly completed submission of his acceptance stating order number, amount, payment method, company stamp and authorized signature. Any modification in the initial order by the customer shall require written confirmation of GALOPIN PLAYGROUNDS acceptance modifying, if necessary, the execution period of the order.

**CANCELLATION:** No order may be cancelled by the customer once it has been formalized without the consent of GALOPIN PLAYGROUNDS, who may demand compliance with the contract or a compensation of 15% of the total amount of the order.

**1.-PRICES:** The sale prices of the products shall be agreed between the customer and GALOPIN PLAYGROUNDS, depending on the offer and modifications made. Any taxes imposed on the sale of the products shall be borne by the customer.

**2.-DELIVERY OF GOODS:** The delivery and remittance times shall count from the acceptance of the order. Times reflected in the order shall be indicative, and must be confirmed by GALOPIN PLAYGROUNDS after acceptance of the order, being subject to potential changes due to a modification in the circumstances between the date of issuance of the order and the date of acceptance of the order. The ordered products will be considered delivered to the customer on the moment they leave the GALOPIN PLAYGROUNDS premises, either by the customer's own means of transport or those of the carrier to which the shipment is entrusted / or according to the INCOTERMS agreed upon with the customer.

When the goods may not be sent to its destination due to causes attributable to the customer, they shall be deemed as delivered, and the corresponding invoice shall be issued for payment purposes, on leaving of the goods

deposited at the customer's disposal. GALOPIN PLAYGROUNDS reserves the right to pass on to the customer the storage costs or damages or expenses incurred while keeping the goods at its warehouses.

**3.- CONDITIONS OF PAYMENT:** The payment conditions shall be stipulated in the orders or order confirmations. If for any reason the customer should exceed the payment date initially agreed upon, GALOPIN PLAYGROUNDS may charge interest for late payment from the initial date until the extended date, calculated at the average interest rate applied by the ECB increased in two points.

GALOPIN PLAYGROUNDS shall maintain title over the goods until the full payment by the customer of any sums due. In the meantime, the customer shall not be able to dispose of the goods without prior written authorization from GALOPIN PLAYGROUNDS.

In case of delay in payment, GALOPIN PLAYGROUNDS reserves the right to recover the products subject to supply without the need for a court order.

The conditions of sale to credit agreed, in its case, shall be conditioned to the granting of credit insurance coverage by the insurance company with which GALOPIN PLAYGROUNDS purchases cover for such risks.

**4.-INTELLECTUAL PROPERTY:** The customer may not use or publish images of the products and designs of GALOPIN PLAYGROUNDS, in any format or media, digital or non-digital, without including an explicit and visible mention of the authorship of said designs or the intellectual property thereof or of the images by GALOPIN PLAYGROUNDS.

Failure to comply with this obligation shall be deemed as a fundamental breach of the obligations assumed by the customer under this contract, which shall entitle GALOPIN PLAYGROUNDS, at its sole discretion, to terminate the contract and/or exercise legal actions available to claim a compensation for the damages and losses caused.

**5.-PRODUCTS:** Supplies shall be affected in accordance with the offers and quotations accepted by the buyer, according to the quality and conditions requested by the customer.

**6.-WARRANTY:** Goods sold hereunder are covered by a warranty against defects in material and workmanship the terms of which shall be examined [here](#).

GALOPIN PLAYGROUNDS will not be liable under any circumstances for direct or indirect damages that may be suffered by the products due to defective installation, bad storage, lack of maintenance or negligent handling.

**7.-APPLICABLE LAW AND JURISDICTION:** This contract shall be governed by Spanish Law.

All the disputes arising out of or in connection with this Sale shall be submitted to the exclusive jurisdiction of the Courts of A Coruña (Spain).