

GENERAL TERMS AND CONDITIONS OF SALE – EXPORT – INCOTERM 2020 – EXW

1. General Provisions

1.1 These General Terms and Conditions of Sale apply exclusively to business-to-business (B2B) commercial transactions, in accordance with Article 4 of Spanish Law 3/2004 and the Spanish Commercial Code. Any application of consumer protection regulations is expressly excluded.

1.2 These conditions shall be the only ones applicable to all international sales contracts concluded with VIDRIO INDUSTRIAL POBEL, S.A. General terms and conditions of the buyer that contradict or modify these terms will not be accepted unless expressly agreed in writing by Pobel, in accordance with Article 1255 of the Spanish Civil Code. Tacit acceptance is expressly excluded.

1.3 Offers issued by Pobel do not constitute a binding commitment until confirmed through an Order Confirmation. Pobel may introduce technical improvements, design changes, or product modifications without prior notice, provided they do not affect the essential functionality or agreed specifications.

1.4 The customer may not offset or withhold payments unless credits are recognized by Pobel or declared final by a court ruling, in accordance with Articles 1195 et seq. of the Spanish Civil Code. Offsets based on pending or unresolved claims will not be accepted.

1.5 The place of performance for all obligations shall be Pobel's factory in Madrid. For any dispute arising from the contract, both parties submit to the Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The contract shall be governed by Spanish law, expressly excluding the Vienna Convention (CISG).

2. Offers and Preliminary Work

2.1 If the customer requires a binding offer, Pobel will issue a detailed quotation in accordance with Article 1,262 of the Spanish Civil Code. The quotation is valid for 30 calendar days unless otherwise stated. After this period, Pobel may update prices, lead times, and conditions.

2.2 Preliminary work such as drawings, technical studies, special designs, feasibility analyses, or additional documentation may be quoted and invoiced separately. Such work does not imply any obligation to manufacture unless the order is formally accepted.

VIDRIO INDUSTRIAL POBEL, S.A. C.I.F.: A81252314 V.A.T.: ESA 81252314

LEI: 529900136FZM2LU43327 - EXPORT REGISTRATION N.: ESREX16469 - REGISTRO DE PRODUCTOR DE PRODUCTOS ENV/2023/000021302

C/ Luis I nº 60, Nave 4 AB1 - Pol. Ind. Vallecas IV - 28031 Madrid (Spain) Tfno.: (34) 91 380 33 18 - Fax: (34) 91 380 32 16 - pobel@pobel.com - www.pobel.com

3. Risk, Delivery, and Packaging

3.1 Risk transfers to the customer when the goods are made available at Pobel's premises, in accordance with Incoterm EXW – Ex Works (Madrid, Spain) and Article 334 of the Spanish Commercial Code. This includes risks related to handling, loading, transport, and customs.

3.2 The customer is responsible for loading, transport, insurance, customs procedures, inspections, certifications, and any logistical management after the goods are made available. Pobel assumes no responsibility for delays caused by carriers contracted by the customer.

3.3 Pobel may make partial deliveries when necessary due to production, availability, or logistics, without this constituting a breach of contract.

3.4 Packaging and handling costs will be calculated based on volume, weight, fragility, and the nature of the material. These costs will be indicated in the offer and reconfirmed in the Order Confirmation. Pobel uses standard industrial packaging; special packaging may incur additional costs.

4. Special Services and Destination Country Requirements

Any specific requirement of the destination country involving:

- Special platforms for document submission
- Mandatory governmental portals
- Additional certificates (individual calibration certificates, certificates of origin issued by the Chamber of Commerce, etc.)
- Legalizations, apostilles, stamps, or extraordinary procedures
- Non-standard document formats
- Special logistical procedures (pre-shipment inspections, verifications, additional controls)

will incur an additional cost, which will be:

1. Detailed in the commercial offer, and
2. Reconfirmed in the Order Confirmation issued by VIDRIO INDUSTRIAL POBEL, S.A.

Pobel shall not be responsible for delays caused by missing information, documentation, or requirements not previously communicated by the customer.

VIDRIO INDUSTRIAL POBEL, S.A. C.I.F.: A81252314 V.A.T.: ESA 81252314

LEI: 529900136FZM2LU43327 - EXPORT REGISTRATION N.: ESREX16469 - REGISTRO DE PRODUCTOR DE PRODUCTOS ENV/2023/000021302

C/ Luis I nº 60, Nave 4 AB1 - Pol. Ind. Vallecas IV - 28031 Madrid (Spain) Tfno.: (34) 91 380 33 18 - Fax: (34) 91 380 32 16 - pobel@pobel.com - www.pobel.com

5. Receipt of Goods

5.1 Notification of Non-Conformities

The customer must inspect the goods upon receipt. Any discrepancy regarding references, quantities, condition, or quality must be reported within **24 hours** of receipt to: export@pobel.com ; calidad@pobel.com ; pobel@pobel.com

Failure to report within this period implies full acceptance of the goods, in accordance with Article 336 of the Spanish Commercial Code.

5.2 Transport Damage

In the event of visible damage or breakage:

- The customer must file a claim directly with the carrier within **24 hours**, in accordance with Spanish Law 15/2009 on Land Transport Contracts.
- If the shipment was exceptionally made under an Incoterm other than EXW and Pobel assumed part of the transport or managed the shipment on behalf of the customer, the customer must report the incident within the same 24-hour period, providing:
 - Photo of the outer box
 - Photo of the carrier's label
 - Photo of the inner packaging
 - Photo of the damage

Pobel will handle the claim only within the limits established by the applicable Incoterm and the corresponding transport contract.

Failure to provide documentation or timely communication will prevent the processing of any claim.

6. Special Orders

6.1 Studies, special manufacturing, and repairs are non-returnable, in accordance with Article 1,255 of the Spanish Civil Code.

6.2 To quote special parts, a dimensioned drawing, technical plan, or physical sample is required.

6.3 Any material sent for repair must include a chemical, biological, or radioactive decontamination certificate.

Pobel may reject repairs that do not meet this requirement or pose a risk to personnel or facilities.

VIDRIO INDUSTRIAL POBEL, S.A. C.I.F.: A81252314 V.A.T.: ESA 81252314

LEI: 529900136FZM2LU43327 - EXPORT REGISTRATION N.: ESREX16469 - REGISTRO DE PRODUCTOR DE PRODUCTOS ENV/2023/000021302

C/ Luis I nº 60, Nave 4 AB1 - Pol. Ind. Vallecas IV - 28031 Madrid (Spain) Tfno.: (34) 91 380 33 18 - Fax: (34) 91 380 32 16 - pobel@pobel.com - www.pobel.com



MATERIAL GENERAL DE LABORATORIO
LABORATORY GLASSWARE & EQUIPMENT

7. Prices, Packaging, and Handling

7.1 Prices are understood as EXW – Madrid Factory, in accordance with Incoterms 2020.

7.2 The current price list supersedes any previous version.

7.3 Some items may be affected by EUR/USD exchange rate fluctuations, especially imported products or those with international components.

7.4 Packaging and handling costs will be calculated based on volume, weight, and material characteristics, and will be indicated in the offer and Order Confirmation.

7.5 It is recommended that the customer contract international transport insurance, as under EXW all risks lie with the buyer.

8. Warranty

8.1 Products carry a 2-year warranty against manufacturing defects from the EXW date, in accordance with Law 23/2003 and the Spanish Civil Code.

8.2 If a technician's visit is required, travel, accommodation, and per diem expenses will be borne by the customer.

8.3 The warranty does not cover breakage due to impact, normal wear, misuse, incorrect installation, or damage caused by chemical, thermal, or electrical agents.

9. Returns

9.1 No return will be accepted without prior written authorization.

9.2 Authorized returns must be sent:

- In their original packaging
- Carriage paid
- With a copy of the delivery note or invoice

10. Payment Terms – Advance Payment

10.1 Payment must be made 100% in advance at the time of placing the order.

10.3 The goods will remain the property of Pobel until full payment has been received, in accordance with Article 1,509 of the Spanish Civil Code (retention of title).

VIDRIO INDUSTRIAL POBEL, S.A. C.I.F.: A81252314 V.A.T.: ESA 81252314

LEI: 529900136FZM2LU43327 - EXPORT REGISTRATION N.: ESREX16469 - REGISTRO DE PRODUCTOR DE PRODUCTOS ENV/2023/000021302

C/ Luis I nº 60, Nave 4 AB1 - Pol. Ind. Vallecas IV - 28031 Madrid (Spain) Tfno.: (34) 91 380 33 18 - Fax: (34) 91 380 32 16 - pobel@pobel.com - www.pobel.com



MATERIAL GENERAL DE LABORATORIO
LABORATORY GLASSWARE & EQUIPMENT

11. Modifications

Pobel reserves the right to modify products, characteristics, or prices without prior notice, especially in cases of market fluctuations, raw material availability, or regulatory changes.

12. Jurisdiction and Applicable Law

For any dispute arising from the supply of products, both parties submit to the Courts and Tribunals of Madrid (Spain). The contract shall be governed by Spanish law, including:

- Spanish Civil Code
- Spanish Commercial Code
- Law 7/1996 on Retail Trade Regulation
- Law 3/2004 on combating late payment
- Law 15/2009 on land transport contracts
- Spanish export and customs regulations
- Applicable Incoterms (ICC)

VIDRIO INDUSTRIAL POBEL, S.A. C.I.F.: A81252314 V.A.T.: ESA 81252314

LEI: 529900136FZM2LU43327 - EXPORT REGISTRATION N.: ESREX16469 - REGISTRO DE PRODUCTOR DE PRODUCTOS ENV/2023/000021302

C/ Luis I nº 60, Nave 4 AB1 - Pol. Ind. Vallecas IV - 28031 Madrid (Spain) Tfno.: (34) 91 380 33 18 - Fax: (34) 91 380 32 16 - pobel@pobel.com - www.pobel.com