

## **General Terms and Conditions of Sale, Delivery, and Warranty**

Considering that Sociedade das Pedreiras do Marco, S.A. is engaged in the extraction and commercialization of granite and stone products, the present document sets forth the General Terms and Conditions of Sale, Delivery, and Warranty, which shall be governed by the following provisions:

### **1.Scope and Purpose**

1.1. These General Terms and Conditions, along with the order form and any other elements referenced herein, are intended to govern the terms and conditions applicable to the supply of goods and services provided by Sociedade das Pedreiras do Marco, S.A., headquartered at Rua da Serrinha, No. 1375, 4575-049 Marco de Canaveses, Portugal, registered under corporate and taxpayer number 500569088, with a share capital of €2,500,000.00, hereinafter referred to as “SPM.”

1.2. All quotations, offers, commitments, arrangements, or agreements made by or with SPM representatives are only valid and binding if made in writing and duly signed by the customer.

1.3. Acceptance by the customer of SPM's of quotations, orders, or pro forma invoices presumes full knowledge and acceptance of these General Terms and Conditions of Sale, Delivery, and Warranty.

1.4. The customer affirms that they possess the technical knowledge and tools necessary to ensure proper and reliable use of the products by the end user or consumer, as well as for any resale or installation activities based on the products supplied by SPM. SPM shall bear no responsibility regarding the assessment or validation of the customer's technical qualifications.

### **2. Product Information and Orders**

2.1. SPM will make every effort to ensure that the information provided in quotations, offers, agreements, or arrangements is free from typographical errors and will promptly correct any that may occur.

2.2. SPM will endeavor to deliver all products ordered, but in some cases, factors beyond SPM's control—such as human error, IT system issues, natural factors (especially those relating to quarry operations), supply chain disruptions, or other unforeseen causes—may prevent fulfillment of certain items. If a product is unavailable after an order is placed, the customer will be notified by email or telephone.

2.3. All orders must be submitted in writing and sent via email to SPM's commercial department.

2.4. Order approval refers to all technical procedures required for execution, which will be performed by SPM's staff or representatives after written confirmation from the customer/reseller.

2.5. Order confirmation will be issued by SPM to the customer/reseller and implies full and unreserved acceptance of

these General Terms and Conditions, which the customer has read, understood, and accepted, as they were provided upon receipt of the order.

2.6. These General Terms and Conditions shall prevail over any prior purchasing conditions. No special conditions shall prevail over these unless formally and expressly accepted in writing by SPM.

2.7. Once placed, orders are considered final and may not be canceled without SPM's confirmation.

2.8. Any advance payment shall be considered by SPM as a confirmation of the order by the customer.

2.9. SPM reserves the right to suspend or unilaterally cancel any order it deems unfit to ensure mutual benefit for both parties.

2.10. SPM reserves the right to make order acceptance conditional upon advance payment, and to reject or cancel any order from a customer/reseller involved in a legal or extrajudicial dispute with SPM, including outstanding payments or other issues related to prior orders.

### **3. Responsibilities**

3.1. All products and services marketed by SPM comply with Portuguese law.

3.2. While SPM maintains appropriate security standards, it is not liable for any damages incurred by the customer/reseller and/or third parties due to delays, interruptions, errors, or communication failures beyond its control.

3.3. SPM shall not be held responsible for damages arising from non-performance or defective performance unless caused directly or indirectly by willful misconduct or gross negligence. Specifically, SPM is not liable for:

- (i) errors, omissions, or inaccuracies in the information provided;
- (ii) damages caused by the customer or third parties, including breaches of intellectual property;
- (iii) non-compliance resulting from legal or administrative decisions;
- (iv) non-compliance due to force majeure events, including fires, power outages, explosions, wars, civil unrest, strikes, earthquakes, floods, or any other uncontrollable circumstances.

3.4. The customer/reseller agrees that SPM shall not be held liable for any damage, including but not limited to loss of profit, data, content, or other losses (even if previously warned by the customer of such possibility), resulting from:

- i) damages to products during transportation not under SPM's responsibility;
- ii) any consequential damages or third-party claims due to delivery delays or quality issues attributable to SPM, which shall only be responsible for replacing defective products as soon as possible;
- iii) natural structural or visual variations in products, which are inherent to extracted materials and not feasible to be considered defects.

### **4. Customer Obligations**

4.1. The customer agrees to:

- i) Provide accurate personal data and addresses;
- ii) Not use false identities;
- iii) Respect ordering limits imposed.

4.2. If any information is incorrect or incomplete, resulting in order processing or delivery delays, the customer/reseller

bears full responsibility. SPM disclaims all liability in such cases. If the customer violates any of these obligations, SPM reserves the right to cancel future orders, suspend services provided, or bar the customer from making future purchases.

## **5. Privacy and Personal Data Protection**

5.1. SPM ensures the confidentiality of all data provided by its customers.

5.2. Personal data identified as mandatory in the order form are essential for SPM to process the order. Any omissions or inaccuracies are the sole responsibility of the customer and may result in order rejection.

5.3. Customer personal data, along with sensitive data will be processed and stored electronically and used solely within the scope of the contractual and/or commercial relationship with SPM.

5.4. Under applicable law, the customer is entitled to access, correct, and update their data, as well as object to its use for the purposes mentioned above, at no additional cost, either directly or by written request to SPM.

## **6. Order Cancellation**

6.1. The customer may cancel an order by emailing SPM with the order number, provided the order has not yet been processed. Once processed, the order will be delivered, and the customer may choose not to accept it; in such cases, SPM may retain any payment received and demand payment of the outstanding amount.

6.2. For cancellation, the customer must provide the order/quotation number.

6.3. SPM reserves the right to not process orders if personal data is inconsistent or if there is misconduct by the customer.

6.4. SPM will not process orders or issue refunds if product prices or characteristics are affected by technical errors or problems beyond its control.

## **7. Manufacturing Defects**

7.1. Despite careful selection by the manufacturer, uniform color cannot be guaranteed in natural materials (e.g., granite), which may show slight variations in color, grain, or composition.

7.2. Stone products may exhibit variations in color, veining, and texture, which are not to be considered quality defects. Exposure to weather elements may alter their characteristics.

7.3. Customers may inspect the products at the manufacturer's premises by prior request.

7.4. Upon delivery, the customer must verify that the goods conform to the specifications. If no remarks are made at the time of delivery, the manufacturer will not be held liable for any later discrepancies.

7.5. All products are accompanied by a technical data sheet available at the point of sale or by email upon request.

7.6. Claims are only accepted for analyses by SPM when duly substantiated.

7.7. Complaints regarding natural variations in materials will not be accepted as defects.

7.8. No claims or cancellations will be accepted for involuntary delivery delays attributable to SPM.

## **8. Warranty**

8.1. All products benefit from the legal warranty.

8.2. Products are excluded from warranty if they exceed the manufacturer's time limit or show damage from abnormal wear, improper installation, weather conditions, electrical discharges, negligence, accidents, improper handling, liquid infiltration, use of non-original accessories, or technical interventions by unauthorized personnel.

## **9. Suspension and Discontinuation of SPM Services**

9.1. SPM may, at any time and at its sole discretion, discontinue any or all of its products or services, with or without prior notice.

9.2. SPM also reserves the right to suspend or immediately terminate access to its services in the following cases:

- a) Non-compliance by the customer with clause 4 or other terms herein;
- b) If SPM ceases operations, with 15 days' prior notice;
- c) If service provision becomes unfeasible due to natural causes (especially those related to the quarry).

9.3. The suspension or termination of service by SPM does not entitle the customer or third parties to any compensation, and SPM shall not be held liable for any resulting consequences.

## **10. Communications**

10.1. Without prejudice to other communication methods outlined in these Terms, any notices to the customer regarding the agreement, including amendments to these Terms, may be sent via email, SMS, or phone call.

10.2. The customer agrees to receive all communications related to the agreement at the address, phone number, or email provided at the time of the order, which shall serve as the designated address for legal purposes.

## 11. Complaints

11.1. The customer may submit any contractual disputes to arbitration or legally recognized mediation mechanisms and may file complaints with SPM regarding acts or omissions violating applicable laws governing goods acquisition.

11.2. Complaints must be submitted within 30 (thirty) days of the customer becoming aware of the facts. Complaints will be recorded in SPM's system and resolved within 30 (thirty) days of receipt.

## 12. Governing Law and Jurisdiction

12.1. This contract is governed by Portuguese law.

12.2. The Judicial Court of the District of Porto-Este shall have jurisdiction over any dispute arising from this contract.



Marco de Canaveses, 6 June 2025

The Management:

SINCE • 1967