

General Terms and Conditions of Sale

These General Terms and Conditions of Sale ("GTC") apply to all products ("Products") sold by Gaviota UK Ltd (Company Number 15123915, VAT reference 455491766) ("Gaviota UK Ltd ") to both individuals acting within the scope of business, commercial, artisanal, or professional activities ("Professional Customers" or B2B relationship) and to private individuals ("Private Customers" or B2C relationship), collectively defined as "Customers."

Gaviota UK Ltd reserves the right to modify or supplement these General Terms and Conditions of Sale without any prior notice.

1. TECHNICAL SURVEY, ESTIMATE, AND ADDITIONAL WORKS

1.1. To provide the Customer with a comprehensive Estimate, Gaviota UK Ltd expects that the Customer has carried out a technical survey ("Survey") at the location where the sold Product is to be installed ("Domicile"). Following the Survey, the Customer must provide Gaviota UK Ltd with all requested information and report all characteristics of the installation site and, more generally, any issues at the Domicile that could affect the installation of the products (hereinafter, collectively referred to as "Issues"). In the absence of reports of Issues, Gaviota UK Ltd cannot be held responsible, and if it independently discovers the Issues, Gaviota UK Ltd may refuse or suspend the installation, without the Customer being able to claim anything for any reason and/or title.

1.2. Following the Survey at the Domicile indicated in the respective request, Gaviota UK Ltd will provide a personalised Estimate ("Estimate"), which will be valid for 1 month, with specific indication of the Product Type provided, additional services provided such as transportation, and the price applied for each item of the estimate. Unless otherwise agreed by the parties, the following charges are excluded from the estimate and contractually borne by the buyer: a. Masonry works b. Supply of electricity c. Custody of delivered materials and possible protection from third-party processing d. Scaffolding, lifting equipment cranes, aerial platforms e. Charges for site safety and related compliance with current regulations f. Cleaning of sills, thresholds, and dead works from mortar, foam, or silicone encrustations. g. Taxes for the occupation of public land h. Emergent need to use specific materials for installation.

1.3. If the Customer supplies written confirmation of order, via email or in writing, this document will become an order ("Order") and will constitute an irrevocable contractual proposal by the Customer but will not be binding on Gaviota UK Ltd until the latter accepts it, and therefore the Contract will be considered concluded with Gaviota UK Ltd 's confirmation to the Customer of acceptance of the Order. The issuance of the invoice by the Seller or the execution of the Order will be considered as confirmation.

1.4. Any variations requested by the Customer or additional works beyond the services indicated in the Estimate ("Additional Works") must always be agreed in writing by the Customer and Gaviota UK Ltd. For Additional Works, a new Estimate may be issued, which, if accepted by the Parties in accordance with the procedures indicated in the preceding article 1.3, will constitute an integral part of the Contract.

2. PRICES

2.1. Prices are expressed in POUNDS ("GBP") and are exclusive of VAT. The terms and conditions of payment are also indicated in the estimate. The price indicated in the Estimate may vary by up to 10% if the estimate itself indicates that certain items are excluded, in which case these items will be quantified in the final statement as provided in the preceding point 1.2.

3. DELIVERY OF PRODUCTS

3.1. The delivery and installation terms specified in the Estimate are purely indicative and non-binding and may undergo variations. In no case may the Customer claim damages or indemnities resulting from delays in delivery and installation.

3.2 Gaviota UK Ltd. Assumes that by signing the delivery note unqualified, your consignment has been safely delivered, without damage by our delivery driver or carrier. Any order shortfalls must be advised within 5 days of receipt.

4. WARRANTY FOR PRODUCT DEFECTS

4.1. Gaviota UK Ltd always guarantees the Products in case of material defect, production defect, or breakage for a period of 5 years from delivery regarding the motors and for a period of 3 years for all other Products. The Warranty does not apply in the following cases, among others: the product has been used for purposes other than those intended by Gaviota UK Ltd; the instructions for use and technical specifications have not been correctly followed; the maximum operating capacity has been exceeded (weights, etc.); force majeure events (weather or geological phenomena, fires, etc.); Moisture and liquid infiltration into the Product; Use of detergents, abrasive products, cleaning products, and other external agents that may damage or oxidize the product; repair, modification, overhaul, or similar carried out by third parties; intentional, harmful, or

improper use or dropping; normal deterioration of the product (degradation, corrosion, etc.) due to wear and tear or lack of periodic maintenance of the product.

4.2. The customer must report any defect to Gaviota UK Ltd within 7 days of its discovery, failing which will result in forfeiture, by sending an email to the relevant Customer service address and the reference sales representative, with a detailed description of what happened, attaching photographs and/or videos of the defect found, and a copy of the delivery note and the purchase invoice of the Product.

4.3. Upon receiving a complaint under the aforementioned points, Gaviota UK Ltd will contact the Customer and organize a survey to identify the cause of the flaw/defect.

4.4. If Gaviota UK Ltd determines that the damage or defect found in the Product is covered by the warranty, it will decide whether to repair the Product or replace it.

4.5. If Gaviota UK Ltd A determines that the damage or defect found in the Product is not covered by this warranty, it will notify the Customer and present a quote for the repair, and in any case, will charge for the survey expenses incurred.

4.6. In any case, the Customer cannot assert warranty rights against Gaviota UK Ltd if the price has not been paid under the agreed conditions and terms.

4.7. Gaviota UK Ltd is not liable for direct and/or indirect consequences and economic damages resulting from non-compliant Products, nor for the costs of repair, replacement, inspection, removal, etc. that the Customer may require.

5. PAYMENT

The Customer must make payment within the terms and conditions specified in the Estimate. Failure or delayed payment will automatically result, as provided by law, in the application of late payment interest at a rate equal to 6%, and the case will be referred to the Legal Office with the relative charges. Non-payment or delayed payment of invoices within the terms implies the cancellation of the current Order and any other Orders placed by the same Customer. The presence of complaints does not authorize the Customer to delay or omit payment of the invoice(s), and payments must be made without any deductions for off-sets or claims for compensation.

6. RESERVATION OF OWNERSHIP

The sale is made with a reservation of ownership clause; therefore, the products sold will remain the property of Gaviota UK Ltd until full payment is made, but the Customer will assume the risks from the moment of delivery.

7. FORBEARANCE

7.1 No forbearance, indulgence, time or relaxation on the part of the Company granted to the Customer in respect of any of these terms and conditions shall in anyway affect, diminish, restrict or prejudice the rights of the Company hereunder or operate as to be deemed to be a waiver of any breach by the Customer of the contract.

8 CONSEQUENTIAL LOSS

8.1 To the extent permitted by law Gaviota UK Ltd. shall under no circumstances have any liability arising directly or indirectly in connection with the goods being used or resold in a method other than as stated.