

1. The following General Terms and Conditions govern the sale between Argenta Cerámica, S.L. (the seller), and the customer (the buyer) that is documented on the front of this document. Any amendment of these General Terms and Conditions must be made in writing with the express consent of Argenta Cerámica, S.L.
2. Orders received from the buyer are considered accepted by Argenta Cerámica, S.L., when confirmed in writing or when the ordered goods are delivered or made available. Placement of an order implies acceptance of these general contract terms and conditions by the buyer.
3. Goods are sent from Argenta Cerámica, S.L., which is entrusted with delivery. The destination is assumed to be the buyer's domicile unless otherwise indicated. The parties' obligations in connection with goods delivery (transfer of liability, insurance costs, customs proceedings, etc.) are the obligations resulting from the specific terms and conditions accorded as shown on the front of this document (INCOTERMS 2010).
4. It is presumed, by virtue of the fact that goods are loaded and shipped to the buyer, that Argenta Cerámica, S.L., has checked the goods before loading and that the goods are in the accorded condition, free of defects and shortages.
5. The buyer is obligated to examine the goods for defects or flaws immediately after reception. External or visible defects must be reported in writing to Argenta Cerámica, S.L., within fourteen (14) days of goods reception. The complaint period for hidden flaws is thirty (30) days from goods reception. If the buyer fails to report any defects within the stipulated periods, the goods are considered conforming goods. The buyer of defective goods may choose from the following remedy options, provided that it has submitted a timely complaint: 1) delivery of new goods in exchange for the return of the defective goods; 2) reimbursement of the price paid in exchange for the return of the defective goods. The goods at issue in the complaint must be returned with their original packaging in good condition. Acceptance of the return by Argenta Cerámica, S.L., does not imply admission of the complaint claiming defects or flaws.
6. Argenta Cerámica, S.L., assumes no liability for the industrial consequences of the application of its products. Therefore, customers of Argenta Cerámica, S.L., must conduct preventive tests with the products before using them.
7. In the event of defects in the quantity supplied by Argenta Cerámica, S.L., the buyer is entitled only to demand the quantity not delivered.
8. Argenta Cerámica, S.L., is entitled to offset any sum the buyer owes it against any sum payable to the buyer.
9. In the event of failure to comply with the terms of payment and/or return of commercial instruments, the costs of return plus any administrative expenses and expenses of legal action for payment, including the fees of attorneys and court representatives, will be borne by the buyer.
10. In the event of delay in the buyer's payment for the goods, likewise if the buyer's assets are attached or if the buyer's situation becomes substantially worse, Argenta Cerámica, S.L., will be empowered to demand immediate payment of the invoiced sum, withhold all supplies and considerations outstanding and require cash payment in advance as a condition of goods delivery (even when the buyer is no longer late in its payments) and demand the proper indemnities.
11. Goods delivered by Argenta Cerámica, S.L., are subject to a property right clause. Ownership of the goods is transferred to the buyer only when the goods are fully paid for. The ownership rights reserved for Argenta Cerámica, S.L., cover the new or already processed products and are not affected by any resale of the goods or any resale of products processed later.
12. The parties declare that their relations resulting from the purchase and supply of goods are subject to Spanish legislation, particularly in regard to these General Terms and Conditions of Sale.
13. Should any of the clauses of these General Terms and Conditions be considered or prove to be totally or partially invalid or null, it will be replaced by a new, valid clause as near as possible in legal and economic intent to the replaced clause. All remaining clauses will remain in force and will continue to apply.
14. The parties expressly submit to the courts of Castellón for the resolution of any controversies, conflicts or complaints arising in connection with the commercial relationship established between the parties as a result of the purchase and delivery of the goods and especially the provisions of these General Terms and Conditions of Sale, including disputes concerning their formation, legal validity, amendment or termination, and the parties waive the right to claim any other jurisdiction.
15. Pursuant to that set forth in Organic Law 15/1999 of 13 December on the Protection of Personal Data and in 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, the personal data provided by the purchaser shall become part of data processing of which Argenta Cerámica S.L. is the controller, the purpose of which is to manage data related to customers and manage their orders, delivery notes, invoices, financial situation and transaction record. Argenta Cerámica S.L. shall process the data provided in accordance with the data protection obligations imposed by the legislation in force. At any time, you may exercise your rights of access, rectification, erasure, limitation of processing, portability and objection by sending a request to Argenta Cerámica S.L., and you may withdraw your consent at any time without that affecting the lawfulness of the processing based on consent prior to its withdrawal, and exercise your right to submit a complaint to the supervisory authority.