

Alani Higiene Profesional S.L.U.

TERMS AND CONDITIONS

1. Scope

All goods sold or purchased by ALANI HIGIENE PROFESIONAL S.L.U. ("ALANI") are subject to the following terms and conditions, which shall prevail over any other terms of purchase or sale proposed by the other party. No modification or deviation shall be binding unless expressly confirmed in writing by a Director of ALANI.

2. Payment Terms

Unless otherwise agreed, payments are due 30 days net from the date of invoice, subject to approved credit. ALANI reserves the right to charge 2% monthly interest on overdue amounts.

3. Prices

Quoted prices are net, excluding VAT, and may be adjusted in case of extraordinary variations (>5%) in raw material, energy or transport costs, according to market indices (NOREXECO / FOEX). All clerical errors and omissions are subject to correction.

4. Title and Risk

Ownership of goods remains with ALANI until full payment has been received. Risk passes to the buyer upon delivery at the customer's premises or upon collection by a third-party carrier acting on their behalf.

5. Delivery

Delivery dates are indicative only. ALANI shall not be liable for delays caused by circumstances beyond its control. If the customer requires special delivery arrangements, any additional costs shall be borne by the customer. Each delivery or shipment shall be invoiced separately and treated as an independent contract.

6. Claims and Returns

All claims must be submitted in writing within 24 hours of receipt of goods and shall include complete supporting evidence. No claim will be accepted unless it includes at least the following verifiable information:

- Purchase Order (PO) number
- Delivery note number and date
- Product reference and full batch or lot number
- Detailed description of the defect or non-conformity
- Photographic evidence of the alleged issue (showing packaging, labels, and product condition)
- Number of affected units or pallets

ALANI reserves the right to request return of samples or full inspection before any credit, replacement, or corrective action is issued. Failure to provide sufficient evidence within the stated timeframe will result in the claim being automatically rejected.

No return of goods will be accepted without prior written authorization from ALANI and allocation of a Return Authorization Number (RMA).

Unauthorized or unidentifiable returns will be refused at the customer's or supplier's expense.

If the claim is deemed unfounded, all related logistics, inspection, or disposal costs shall be borne by the claimant.

7. Quality and Compliance

All goods supplied must strictly conform to agreed technical specifications, quality standards, certifications and packaging requirements.

If any product does not meet the agreed specifications, ALANI reserves the right to reject and return the goods at the supplier's cost, including freight, customs, and handling. The supplier shall compensate ALANI for any direct or indirect losses, production downtime, or client penalties resulting from non-conforming goods.

ALANI reserves the right to perform random quality inspections or audits at supplier facilities.

8. Regulatory and Sustainability Compliance

All parties must comply with all applicable environmental, social and traceability regulations, including but not limited to EUDR (EU Regulation 2023/1115), FSC®, PEFC™, REACH and labor laws.

Suppliers failing to comply with these standards shall be fully liable for any resulting penalties, sanctions, or damages.

ALANI reserves the right to immediately terminate cooperation in case of proven non-compliance.

9. Limitation of Liability

Under no circumstances shall ALANI be liable for indirect, incidental, or consequential damages, including loss of profit, production downtime, or penalties imposed by third parties.

The total liability of ALANI shall never exceed the invoice value of the goods concerned.

10. Force Majeure

ALANI shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including strikes, shortages, energy crises, natural disasters, epidemics, or transport interruptions.

In such cases, deliveries may be postponed or quantities reduced without liability.

11. Termination

ALANI may suspend or cancel any order if the other party breaches these terms, becomes insolvent, or fails to make due payment.

ALANI may stop goods in transit, withhold further deliveries, or terminate the contract by written notice.

12. Law and Jurisdiction

This agreement shall be governed by Spanish law, and any dispute shall be submitted to the exclusive jurisdiction of the Courts of Valencia (Spain).

This document is issued in both English and Spanish, and in case of discrepancy, the Spanish version shall prevail.

13. Additional Protective Clauses

ALANI reserves the right to cancel pending orders from any supplier who repeatedly fails to meet agreed delivery times or quality standards.

Any tools, dies, molds, or designs developed by or for ALANI remain the exclusive property of ALANI.

The supplier agrees to maintain strict confidentiality regarding all technical, commercial and client-related information.

ALANI reserves the right to request proof of product traceability, origin, or certification at any time.

In case of persistent non-conformities, ALANI may recover all direct costs incurred, including transport, testing, repackaging, or product destruction.