

General terms and conditions of sale

1 Scope and Application

These General Terms and Conditions ("Terms") govern all sales of goods and/or services carried out by ASD – Bath, S.A. ("ASD Bath") to professional clients.

These Terms apply to all orders, contracts and supplies, unless otherwise agreed upon in writing.

The placement of an order constitutes full and unconditional acceptance of these Terms.

2 Orders

Orders must be submitted in writing (via email, digital system, or other agreed-upon means).

An order shall only become binding upon written confirmation by ASD Bath.

The client shall provide all information necessary for invoicing and delivery.

Any cancellation or modification of an order after confirmation shall be subject to prior written approval by ASD Bath.

3 Prices

Unless otherwise stated:

- Prices are stated in euros (€).
- Prices exclude VAT.
- Transport and related costs are not included unless expressly agreed.

ASD Bath reserves the right to amend its prices at its discretion, subject to a minimum prior notice period of 1 month.

Price changes shall not affect orders already confirmed in writing.

4 Payment Terms

Unless otherwise agreed in writing:

- Payment terms shall be as agreed between the parties.
- The products shall remain the property of ASD Bath until full payment of the purchase price, including any accrued interest and related charges, even if the products have been delivered, installed, or incorporated into other goods.
- Failure to comply with agreed payment terms shall entitle ASD Bath to suspend ongoing deliveries without prior notice.
- In the event of late payment, default interest shall automatically accrue at the statutory rate applicable to commercial transactions, without the need for prior notice, and ASD Bath shall be entitled to recover any collection costs in accordance with applicable law.
- ASD Bath reserves the right to require advance payment or additional guarantees where the client's financial situation deteriorates.

5 Delivery

Deliveries shall be made to the location specified by the client.

Delivery times are indicative unless expressly agreed in writing as binding.

ASD Bath shall not be liable for delays caused by events beyond its reasonable control.

6 Transfer of Risk

Risk of loss shall pass to the client upon delivery of the products at the agreed location, irrespective of the retention of title.

7 Inspection and Claims

The client shall inspect the products immediately upon delivery.

Any visible damage, discrepancies in quantity, or incorrect items must be recorded on the delivery document.

Claims relating to visible defects must be notified in writing at the time of delivery.

Claims relating to hidden defects must be submitted in writing within eight (8) days of their discovery.

Failure to submit a claim within the stated deadlines shall constitute final and irrevocable acceptance of the products.

8 Warranty

Products sold by ASD Bath are subject to the applicable statutory warranty. Specific warranty conditions are set out in a separate document provided by ASD Bath.

The warranty covers manufacturing defects only and excludes:

- Misuse or improper handling;
- Incorrect installation;
- Normal wear and tear;
- Damage caused by third parties.

In the event of a verified defect, ASD Bath may, at its sole discretion, repair or replace the product.

9 Limitation of Liability

In no event shall ASD Bath's total liability exceed the amount effectively paid by the client for the product concerned.

ASD Bath shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profit, loss of business, or loss of production, except where such limitation is prohibited by mandatory law.

10 Force Majeure

ASD Bath shall not be liable for failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to:

- Strikes or labour disputes;
- Supply chain disruptions;
- Natural disasters;
- Armed conflicts;
- Government actions or regulatory changes.

If such circumstances persist for more than thirty (30) days, either party may terminate the affected contract without liability.

11 Intellectual Property

All catalogues, drawings, specifications and technical materials remain the exclusive property of ASD Bath.

Their reproduction, disclosure or use without prior written consent is prohibited.

12 Data Protection

Personal data shall be processed in accordance with the General Data Protection Regulation (GDPR) solely for the purposes of the commercial relationship.

13 Entire Agreement

These Terms constitute the entire agreement between the parties and supersede any prior agreements, communications or understandings relating to the subject matter herein.

14 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15 Waiver

Failure by ASD Bath to enforce any provision of these Terms shall not constitute a waiver of its right to enforce such provision at any time.

16 Governing Law and Jurisdiction

These General Terms and Conditions of Sale shall be governed by and construed in accordance with Portuguese law.

Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Judicial Court of the District of Aveiro, Portugal.