

**GENERAL TERMS AND CONDITIONS OF
AHD REFORMAS S.L.**

1. THE PARTIES

1.1 The Client: whose identification data appear at the end of this document and the order form.

1.2 AHD Reformas S.L. with CIF B93641850 and registered office at Boulevard Príncipe Alfonso de Hohenlohe, CC La Poveda, portal 4, 1st floor A, 29602-Marbella (Málaga).

2. PURPOSE AND SCOPE OF APPLICATION

2.1 The present General Conditions regulate the contracting by the Client of products that include an associated measurement and/or installation service. In particular, they are applicable to the products and services reflected in the order form, as well as to the estimate of workmanship.

AHD REFORMAS S.L. reserves the right to modify the price list/quotation without prior notification until the acceptance of the same. The signed price list/quote cancels all previous price lists. All prices are subject to the current legally applicable VAT rates for invoicing. In Spain, VAT is currently 21%.

It is the client's obligation to ensure that we are provided with accurate and complete floorplans if we are unable to enter the property. Any costs arising from a discrepancy between the plans and the final constructed measurements will be borne by the client.

The description and measurements of any item should be taken as a reference and may be modified by the manufacturer to improve the technical or aesthetic characteristics of the item. AHD REFORMAS S.L. reserves the right to cancel or modify any item without prior notice in case the quality of the goods is not satisfactory. Modifications to the order will only be accepted as long as the products of the order have not yet entered the manufacturing process.

AHD REFORMAS S.L. shall apply a charge of three hundred and fifty euros (350 € VAT included) per month for storage costs from the ninth month after the signature of the quotation, unless otherwise stated.

2.2 Any modification shall be accepted in writing and shall be governed by this document unless otherwise expressly agreed.

3. CONDITIONS OF ORDER AND EXECUTION

3.1 AHD REFORMAS S.L. will not proceed to carry out any order from a client until the client has given his authorization and has signed the required documentation such as the Terms and Conditions (all pages) and the budgets in person or electronically, sending them by e-mail (signature, date and budget number on each of the pages) or through the digital signature system (called Sign Request) and the deposit of 50% in the bank account of AHD REFORMAS S.L. has been received.

3.2 Unless otherwise expressly agreed, it is the Client's responsibility to obtain the licenses, permits and authorizations required by the service (for example, those required by statutes or regulations of the Community of Owners). The Client guarantees that he has these permissions at the moment of the realization of the works, maintaining AHD Reformas S.L. indemnified from the consequences of not obtaining them, revocation and impossibility of the works or their paralysation for this reason. The client is committed to inform AHD REFORMAS of any regulation that could affect the development of the order and its implementation.

In the case of a project of new construction or rehabilitation, AHD REFORMAS S.L. reserves the right of a maximum of 6 (six) weeks from the date of completion of the work / possession of the property to organize the calendar of deliveries of materials or goods with the internal team of AHD REFORMAS S.L. or any other relevant subcontracted company.

Any additional equipment necessary for the installation, such as cranes, scaffolding, forklifts, etc., is not included in our quotations or delivery rates, unless otherwise agreed.

3.3 With the reception of the keys, the client authorizes AHD Reformas S.L. to enter and leave the property, having free access to the same to carry out the delivery, installation and/or removal of articles in the same while in possession of the keys, guaranteeing that, from the beginning of the installation, AHD Reformas S.L. and its subcontractors will be the only ones authorized to access the property. To guarantee it, the client AUTHORIZES with this document the temporary change of the lock of access to the property during the period agreed for the execution of the works, after which AHD Reformas S.L. will restore the lock to the same state in which it was.

Likewise, we require the property to be unfurnished, otherwise an hourly fee of 145€ (VAT included) will be charged to the client for each hour used for relocating the furniture as this causing delay in the installation date. If the client agrees with the furniture move, AHD Reformas S.L. will prepare a quotation that will include the cost of the furniture withdraw and the storage fee.

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3.4 When, before the date of installation of the agreed products in accordance with the project approved by the client, an on-site verification is required that implies an upward modification of the paid budget, in this case the client will be able to (a) accept a supplement to the initial budget and proceed to its payment before the date of installation. If the client does not pay, AHD Reformas S.L. will be entitled to terminate the contract, without right to refund the amounts paid by the Client in concept of incurred expenses, measurement, displacement, customs of the goods, damages caused, storage, transport and management, etc., or (b) to reject the supplement, in which case the contract will be understood to be terminated with the same effects foreseen in the case of non-payment.

The lack of response of the Client in the term of 7 calendar days since AHD Reformas S.L. communicates the necessity of the supplement, will be understood as a rejection under the terms of option (b) above.

3.5 All refurbishment proposals from AHD REFORMAS S.L. are based on the measurements provided by our in-house architects and designers as they carry out the project and design. In the unlikely event that any alteration or variation causes a difference with the initial measurements and this results in a price increase or any additional material is required, this difference will be reflected in an additional quote to the client in a separate proposal.

3.6 AHD Reformas S.L. will not carry out any installation of custom-made or built-in furniture, wallpaper, etc. until all the construction works are completely finished, and will only proceed with the same when all the licenses are delivered, the property deeds are signed and the end of construction work is granted. However, in the event that these works are carried out simultaneously, despite AHD Reformas S.L. advising the client not to proceed with the installation to preserve the client's materials and furnishings, avoiding damages that may arise from other involved parties, AHD Reformas S.L. absolves itself of any responsibility for any damage, theft or robbery that occurs in the property. Any additional expenses arising from this installation process, where multiple companies coexist on the same building site, such as the opening of a workplace center required by Spanish law, will be charged separately to the client.

3.7 If the installation date agreed in accordance with these terms and conditions is delayed due to causes beyond the control of AHD REFORMAS S.L. (such as delays in the completion of the construction, etc.), AHD REFORMAS reserves the right to modify the originally planned installation date according to the availability of its own installation schedule and the availability of the suppliers.

3.8 All bespoke or built-in joinery or furniture requires measurements to be taken at the property prior to production. For this measurement to be accurate it is essential that the ceiling and floor finishing, are completed. The delivery of this carpentry or custom-made furniture will depend on the availability of the supplier and its production times, being these usually between 2 and 3 months from the taking of measurements in the property. The total installation of the project will depend on the completion of these custom-made elements. If the on-site verification of the measurements necessary to produce could not be carried out six months after the date of the first signed order, AHD REFORMAS may carry out a revision of the prices of the products.

3.9 The Client shall ensure the necessary supplies of water, electricity and gas, as well as the space to place the materials.

3.10 The works shall be carried out from Monday to Friday, except holidays, in accordance with the estimated dates for the installation and completion of the project, which may be modified, without responsibility for AHD Reformas S.L., due to absence of the Client, restrictions of the Community of owners, force majeure, as well as for the rest of the assumptions contemplated in this document. If the Client requested the suspension of the services before or once initiated or if they were paralyzed for any reason, the dates will be able to be replanned. If this situation is prolonged during more than 15 calendar days, consecutive or alternate, AHD Reformas S.L. will be able to cancel the contract. It is expressly stated that AHD Reformas S.L. will be able to urge the suspension, temporary or definitive, of the works when it considers founded that the conditions of the place of execution are not the suitable ones for the successful completion of the project.

3.11 The Client guarantees the veracity and accuracy of the information provided for the management of the services with AHD Reformas S.L.

3.12 Upon completion of the works, AHD Reformas S.L. will conduct a handover of the project to the client or to the person deemed authorized by the client. A thorough walkthrough of the property will be conducted, with a comprehensive check. Upon its conclusion, the Project Completion Act will be signed. This document confirms that all work has been satisfactorily completed according to the agreed-upon terms, providing evidence that the project has been finished and fulfilling any contractual obligations.

Any issues that may arise will be recorded in this document so that AHD Reformas S.L. can include them in its post-sales review checklist. Any damage/complaints thereafter will be handled according to the corresponding warranties.

4. TECHNICAL REMARKS AND PRODUCT VARIATIONS

All products made wholly and/or partially from materials of natural origin or natural finishes may have variations in colour, size and shape. Products totally or partially made of materials such as wood, cane, leather, marble, natural stones, metals, have innate characteristics like knots, change of colours, shape, texture or tonalities that certify their origin and cannot be considered as a defect but as characteristics of the product.

Any sample presented should be taken as an example, therefore colour/shape/size/finish may change or be affected by climatic factors (i.e. humidity, temperature, light, etc.). The samples are illustrative, being technically impossible to ensure the permanence or firmness of the material in different batches, due to the special characteristics of the material used. The customer accepts the variations and changes that may occur due to the nature of the material.

Taking into account variations in manufacturing, material availability and handmade products, we cannot guarantee that all materials supplied will be identical (including size, colour, grain and shade) to the details described or samples seen and any variation in this respect will not constitute a breach of your order.

Marbles or any other natural stone are slabs of rock and therefore may present small imperfections or differences that cannot be considered as a defect.

Metals normally have a spray varnished finish to protect the material, for this reason, scratches or colour changes are not considered defects, but characteristics of the product.

Leather is a natural product so colour differences will occur in the leather as well as marks in the leather, therefore they are not treated as a defect but as characteristics of the leather.

Wood as a natural material is sensitive to environmental changes and requires a maintenance through the application of waxes and/or varnishes for its protection and care. Special care should be given to outdoor furniture and annually maintenance is recommended to be carried out.

The items / materials of average quality may have small defects that will not be accepted as damage by the factory, so AHD Reformas S.L. will not be able to return or replace them.

5. DELIVERY TIMES AND CONTRACT DURATION

This Contract shall come into force upon acceptance of the Budget / purchase orders and receipt by AHD Reformas S.L. of the first payment indicated, and shall terminate upon completion of the provision of the services subject to it.

Delivery times are indicative, estimating an average delivery time of approximately 5 to 14 weeks, which may be extended from 2 to 4 weeks due to the closure of certain manufacturers and suppliers for the holiday period during the months of August and December, counting from the signing of the contract and when all points of the order procedure have been met. The delays caused by strikes, labour contingencies, supplies or raw materials and transport, etc., are not responsibility of AHD REFORMAS S.L. Neither fines nor responsibilities for delays in the delivery in relation to the previous clause are accepted. Also, AHD REFORMAS S.L. reserves the right to postpone the delivery in case the access to the building is hindered or obstructed by situations such as external works, defective elevator or any circumstance considered dangerous or qualified as force majeure.

6. RESPONSABILITY

6.1 AHD Reformas S.L., will only be responsible for the execution of the works included in the direct order of AHD REFORMAS and paid by the client exclusively.

6.2 AHD Reformas S.L. will not be responsible for the pre-existing constructive defects or of any type, hidden vices, which can affect the result of the project, nor of its consequences as for its incidence in the price, in the dates, among others; damages, losses or theft imputable to a third party foreign to AHD Reformas S.L. -the Client will have to remove any object, especially those of value, before the beginning of the service- and the indirect or consequential damages, such as loss of benefits, loss of profit, emergent damage or for any other special resulting damage that could take place, except in the cases legally foreseen.

6.3 AHD Reformas S.L. shall not be liable for any breach of the contract arising from the customer's negligence regarding the site, the product delivered, the service, or any content, nor for any loss of profits, loss of use, or actual, special, indirect, incidental, punitive, or consequential damages of any kind resulting from misuse by the customer or third parties, with the sole responsibility of AHD Reformas S.L. being to provide the service on the terms and conditions expressed in this contracting policy.

6.4 In the event that the client or any third party involved provides incorrect or erroneous information, ADH REFORMAS S.L. shall not be held responsible for any calculation errors, measurements, or design failures resulting from it.

(The client shall collaborate throughout the entire project by promptly providing any necessary information related to it, as well as allowing timely access to work areas for project review and execution as expressed herein. Similarly, the client shall promptly attend to document review, approval requests, advance payments processing, and facilitate communication between AHD Reformas S.L. and any other professionals involved in the project, such as architects, contractors, etc., if they have been directly hired by the client.)

6.5 If the client directly provides information to unrelated third parties or involved professionals such as measurements, specifications, plans, etc., AHD Reformas S.L. shall not be responsible for any errors resulting from it.

6.6 AHD Reformas S.L. shall not be held responsible for the quality and performance of the work undertaken by the construction company or subcontractor, without prejudice to supervision aimed at ensuring that the design is carried out in accordance with the client's approval, with the contracting of the specified work governed by the service leasing regime.

7. 3D IMAGES OR VISUALIZATIONS

The 3D representations are generated through the calculation produced by algorithms and formulas that generate simulations, therefore, the 3D images that could be included in the proposals of AHD REFORMAS S.L. are only referential and cannot represent the reality in its totality but to transmit the main ideas of the proposal. Such 3D images are purely illustrative and do not constitute an exact representation of reality, and may vary in their characteristics, surfaces, textures, and colours.

8. CLAIMS

General for all projects:

In case of defects, missing or incorrect items that are the responsibility of AHD REFORMAS S.L., you may file a written claim within 14 days of delivery of the items. AHD REFORMAS S.L. will not accept claims out of the term previously indicated. In case the client is in the property at the time of the installation of the furniture, he will have two days from the delivery date to make any claim in writing. AHD REFORMAS S.L. reserves the right to choose to apply appropriate corrective measures, such as replacing the item with another of the same or similar characteristics, making a price reduction or, in the final instance, refunding the money.

Items are non-returnable. However, outside of the aforementioned circumstances, if for mutual commercial agreement, it is decided to return part or the totality of some order, they must notify us in a verifiable and written form within 14 calendar days from the receipt of the items. AHD REFORMAS S.L. will communicate in writing whether the return is accepted. If accepted, the return will suffer a depreciation of 50% in the tariff of prices in force at that moment, always and only in case the products are in perfect condition. The depreciation is due to the design, logistics, administration, transportation, and installation costs fully assumed by AHD REFORMAS S.L. Personalized items, custom-made items, or items made to specific requirements for the customer's home/project cannot be returned.

In this case, the client will need a formal authorization signed by AHD REFORMAS S.L. that will indicate each returned article. It will be responsibility of the client to send the products in perfect state to the warehouse of AHD REFORMAS S.L., bearing the direct costs of the return to the warehouse. The company will have 48 hours to verify that the goods are in perfect state after his arrival to the warehouse. In any case, the refund will be issued in the form of a voucher/credit that can be redeemed for any of our architecture/design services.

Projects with installation outside Spain:

AHD REFORMAS S.L. recommends its customers to have a comprehensive insurance until the final destination of the goods.

AHD REFORMAS S.L. is not responsible for damages, delays or missing items that occur after the goods have been loaded or during transport. Nevertheless, the goods are insured during the transport and the team of AHD REFORMAS will verify the goods on arrival to claim, in its case, any incidence produced during the transport. Any claim to the company of transport will have to be realized before the 48 hours following the delivery of the articles.

AHD REFORMAS S.L. is not responsible for customs duties, customs expenses or additional taxes during the transport and delivery of the goods at destination.

Projects in the Costa del Sol:

AHD REFORMAS S.L. will not accept any claim for damages or missing items if third parties and/or persons other than those authorized by AHD Reformas S.L. have accessed the property between the time of delivery of the goods and the time of the customer's arrival to verify all delivered goods.

Supervision of subcontracted works and services:

AHD REFORMAS S.L. acts solely as a project management service and all work performed is the responsibility of the subcontracted company, as stipulated in the signed and agreed architectural design contract.

AHD REFORMAS S.L. accepts no responsibility for subcontracted labour. Any claim must be made directly with the company that performs the service.

AHD REFORMAS S.L. will make visits previous to the incorporation to the building where the reform is going to be realized and periodically, once begun the reform up to his completion, to verify that the construction company and subcontractors follow the design approved by the client. AHD REFORMAS will schedule meetings with the construction company, subcontractors and THE CLIENT during the works to review if there are any change orders, advise the CLIENT on approvals and consult with the contractor/subcontractors to ensure that the changes maintain the design. Delays in the delivery of materials due to strikes, unforeseen labour, transportation, suppliers, circumstances classified as force majeure, etc. is not the responsibility of AHD REFORMAS S.L.

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Once the project has finished, if the Client calls AHD REFORMAS S. L. it will be charged to the Client the expenses of displacement of that visit and in his case, an hourly rate for the time dedicated to the work required if a) the call is due to an incorrect use b) hidden vices or any others that are not responsibility of AHD REFORMAS S. L.

Moreover, if AHD REFORMAS S.L. or its subcontractors are requested by the client for any installation and for whatever reason outside our responsibility the installation cannot take place there will be a surcharge of 120€ plus VAT per hour and person for lost time plus transport.

9. PROPERTY RIGHTS

All the articles are property of AHD REFORMAS S.L. while the total payment of the project and/or budget object of the requested order and accepted by both parts has not been realized.

Unless otherwise agreed, AHD REFORMAS S.L. reserves the right to use photographs of the property before and after, 3D images, plans and designs made for advertising and marketing purposes in any media such as paper publications and / or online media, for having been produced and paid by AHD Reformas S.L. during the term of this Contract and upon its termination.

AHD Reformas S.L. owns all designs made for the Project, including plans, elevations, isometric views, drawings, renders, samples, etc. This ownership includes copyrights, trademarks, patents, or other intellectual property rights derived from the design. The Client may not use these designs for purposes other than those established herein without the permission of AHD Reformas S.L.

10. ECONOMIC CONDITIONS

General to all projects:

A 50% deposit is required upon acceptance of the quotation. The final 50% will be requested when the goods arrive at our warehouse and at the latest 3 weeks before the goods leave Spain or are installed.

The final payment will be due 8 months after the date of the first signed order in case the contracted works have a delay caused by causes beyond AHD REFORMAS S.L.'s control.

Failure or delay in payments, even of partial or total amounts of the invoice, will lead to the suspension of the supplies in progress or to the termination of the contract and to the claim of the damages suffered. All the costs of surcharges due to late payments or transfer charges shall be included in the final invoice.

AHD REFORMAS S.L. might apply up to an additional 2.5% on the total net amount of the order. This fee covers the cost of administration (order processing, claims and repeat orders, organization of all subcontracted parties involved in the installation in a timely manner, quality control of all products), complete delivery and installation cost (if applicable) and assembly (if applicable), cost of small items such as light bulbs, screws, additional packaging, small tools, etc., and disposal of all waste at the appropriate locations indicated.

If the order is not paid in full within 12 months after AHD REFORMAS S.L. has sent three reminder letters and the materials and goods are still kept in the warehouse of AHD REFORMAS S.L., the contract will be automatically cancelled by the customer and the deposit will not be refunded. All the articles will remain property of AHD REFORMAS S.L.

In order to proceed with the invoicing of the order, the client will have to send all the relevant documentation to that effect. If the invoice is to be issued in the name of a customer, a copy of the customer's DNI/NIE or PASSPORT is required in case the property is not located in Spain, and the complete address of the domicile. If the invoice is to be issued in favour of a company, a copy of the CIF/Registration number of the company, fiscal address, deeds of incorporation formalizing the appointment of the administrator of the company and a copy of the PASSPORT/NIE/DNI of the administrator.

In the execution of the services that the client hires to AHD Reformas SL., are used goods made to measure or specifically requested on catalogue by the Client, reason why the cancellation or return is not allowed. Neither will be able to be carried out modifications that affect this type of merchandise.

International projects:

Flights, accommodation and living expenses, additional transportation costs or any items, machinery or tools required for the installation are not included in the original quotation and will therefore be invoiced separately.

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Customs duties, taxes (such as VAT, etc.), tariffs and any other costs required in the respective countries shall be borne by the customer.

In the event that it is agreed that AHD Reformas S.L. will pay the aforementioned taxes and duties on behalf of the client, payment of the estimate of such taxes will be requested one month prior to the date of installation. Without this payment, the transport reservation will not be made.

All expenses arising from the delay of the transport in customs (such as cancellation fees, transport surcharges, hotels, flights, etc.) shall be borne by the customer, as well as any expenses generated by customs clearance.

Any costs incurred for the acquisition of special permits from the local authorities necessary for the installation (including permits such as permits for the truck to circulate in the area of the installation and parking for the time necessary for unloading, etc.) shall be borne by the customer. The acquisition of such permits is the responsibility of the customer and must be secured and duly acquired at the time of installation.

The prices shown correspond to the description contained in the order form, assuming normal conditions of execution, not including administrative permits unless express exception, which will be charged separately to the Client and does not include supplies.

Any additional request from the Client, extra actions necessary due to circumstances arising or detected in the subsequent verification, may modify the budget with a supplement and also the initially estimated dates. In case of non-acceptance of a complementary budget without which the project is not viable or impossibility of AHD Reformas S.L. to undertake it, the contract will be resolved.

11. TERMINATION OF THE CONTRACT

The present Contract may be terminated for the following reasons, in addition to those provided by law:

(i) By mutual agreement of the parties.

(ii) This Contract may be terminated automatically by either party in the event of material breach by the other party of its contractual obligations. In such case, the party suffering the breach shall request the other party to fulfil the breached obligation. If 15 days have passed since such communication without the breached obligation being fulfilled, the compliant party shall be entitled to terminate the Contract with the consequences inherent to such entitlement.

Once AHD Reformas S.L. has received the signed quotes / purchase orders, terms and conditions, and the deposit, the purchase orders will commence. If the client decides not to proceed, a cancellation fee of the outstanding 50% of the total purchase orders will be charged, and all rights to the items included in all quotes will be transferred to AHD Reformas S.L.

12. ASSIGNMENT

The client will not be able to assign any of his rights or obligations derived from the present contract without the previous authorization in writing of AHD REFORMAS SL.

13. VARIOUS PROVISIONS

13.1. Partial Nullity

In the event that any clause of these Conditions is declared null, the other clauses shall remain in force and shall be interpreted in accordance with the will of the parties and the purpose of said General Conditions.

13.2. Waiver

The failure of AHD Reformas S.L. to exercise any right derived from these General Conditions shall not be construed as a waiver of such right, except for express and written waiver.

13.3 Communications

All communications relating to this Contract that must be made in writing shall be addressed to the addresses and numbers established for such purposes and/or shall be delivered personally or in any other manner that certifies receipt by the notified party. Any change of the addresses designated by the parties in this Contract shall be communicated to the other party in accordance with the provisions of this Clause.

14. MODIFICATIONS

AHD REFORMAS S.L. reserves the right to unilaterally make modifications to the Terms and Conditions at any time and without prior notice, whenever there are legitimate interests to do so, the service requires it, or it is necessary to comply with current regulations. These modifications will be published on the company's website www.ahdrefurbishment.com/ for your information and effect, so periodic review is recommended.

15. DISCREPANCY

In case of discrepancy or legal action arising from the terms and conditions of this contract, the parties expressly submit, waiving any other jurisdiction that may correspond to them, to the Courts and Tribunals of MARBELLA (Spain) and agree that all matters relating to this contract shall be governed by Spanish law.