TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION
These General Terms and Conditions of Sale (hereinafter, "the Conditions") apply to all offers, orders, confirmations, supplies and sales made by Accesorios Elásticos Lesol, S.L. (hereinafter, "LESOL"), unless otherwise expressly agreed in writing. The purchaser declares that they are aware of and accept these Conditions, which shall prevail over any other terms not expressly accepted in writing by LESOL.

2. OFFERS AND ORDERS
Offers issued by LESOL are non-binding until the written confirmation of the order has been provided. An order shall be deemed accepted only when LESOL has issued a written order confirmation. Orders for goods totalling less than 50 Euros will not be accepted.

3. PRICES AND TERMS OF PAYMENT
Prices are expressed in euros (EUR), unless otherwise agreed, and are understood to be net, excluding taxes, duties, transport, or packaging. Payment shall be made within the terms and conditions indicated on the invoice or order confirmation. Failure to pay within the agreed deadlines shall result in suspension of supplies and the application of late payment interest as provided by law.

4. DELIVERY AND TRANSPORT
Delivery dates are indicative. LESOL shall not be held liable for delays caused by circumstances beyond its reasonable control, such as force majeure, logistical problems, shortage of materials, or supplier delays. LESOL shall bear the transport costs (mode of transport selected by LESOL) whenever this has been agreed with the customer.
If the purchaser chooses a different transport company, shipment shall be made carriage forward, unless another specific condition has been expressly agreed in writing.
LESOL shall manage its own transport, including coordination for goods collection and any claims to the corresponding transport company. However, LESOL shall not be liable for delays, incidents or damage that may occur during transport once the goods have been handed over to the carrier.

5. TRANSFER OF RISK AND OWNERSHIP
Risk in the products shall pass to the purchaser at the time of delivery to the carrier designated by the purchaser or, failing that, at the agreed dispatch point with LESOL.
If transport is managed by LESOL, responsibility shall remain with LESOL until delivery of the goods at the location agreed with the purchaser, in accordance with the agreed shipping terms.
Any non-conformity with the delivery must be notified to LESOL within a maximum of five (5) days. Ownership of the products shall remain with LESOL until full payment of the price has been received, without prejudice to the transfer of risk as stated above.

6. ORDER CANCELLATION
Once an order has been confirmed in writing by LESOL, it may not be cancelled in whole or in part by the purchaser without LESOL's prior written consent. If LESOL accepts cancellation, it may charge the purchaser for the expenses incurred up to that point (costs of materials, production, administration, transport, packaging, or other related expenses). If the products are manufactured according to the purchaser's specifications or as a special order, LESOL reserves the right to demand full payment of the order. LESOL may cancel an order in whole or in part in the event of material breach by the purchaser (non-payment, insolvency, etc.), without any entitlement to compensation.

7. QUALITY AND REGULATORY COMPLIANCE
LESOL guarantees that the supplied products comply with the agreed technical specifications, applicable European regulations, and the standard quality levels customary in the industry.

8. WARRANTY AND CLAIMS
LESOL provides a three-year warranty for its parts, provided that they are used correctly. This warranty period may be extended if specifically agreed with the customer in writing.
To extend this period, the customer must inform LESOL of the specific conditions of use of the part, as well as environmental or other factors that may affect its performance.
The warranty is limited, at LESOL's discretion, to the free repair or replacement of parts recognised by LESOL as defective.

The following are expressly excluded:
• Costs of dismantling, reinstallation, transport, or labour.
• Indirect or consequential damages, or loss of profits.
• Defects arising from improper use, incorrect installation, handling or modification by the purchaser or third parties.

At the purchaser's request, LESOL may carry out anti-vibration studies and provide technical recommendations regarding product selection. Such studies are advisory in nature and based on the information supplied by the purchaser. LESOL may also provide guidance on product use or installation but shall not accept any liability for damage or defects resulting from incorrect installation, improper handling, or non-compliance with its instructions by the purchaser or third parties.

9. TERRITORIAL LIMITATION OF LIABILITY
LESOL's liability for defects or non-compliance is limited exclusively to the country where the original delivery to the purchaser took place.
LESOL accepts no responsibility for damages or costs arising from the use, installation or replacement of the products outside said territory, nor for claims made by third parties in countries other than that of the original delivery.

10. RE-EXPORT AND UNAUTHORISED USES
Any resale, re-export or use of the products outside the agreed destination country shall be under the sole responsibility of the purchaser.
The purchaser undertakes to expressly inform its customers or end users of the warranty limitations established in these Conditions, releasing LESOL from any claim arising from non-compliance therewith.

11. OVERALL LIMITATION OF LIABILITY
Under no circumstances shall LESOL's total liability exceed the amount actually paid by the purchaser for the products giving rise to the claim.

12. INSURANCE
LESOL maintains product liability insurance in accordance with standard industry practice. Such insurance does not extend the limits of liability established in these Conditions.

13. PAYMENT – METHOD
Unless otherwise agreed, invoices shall be payable within sixty (60) days from the invoice date at most. LESOL reserves the right to require advance payment. Until full payment of the price has been received by LESOL, the goods shall remain the property of LESOL, notwithstanding that risk in them shall have passed to the purchaser upon delivery.

14. PAYMENT – DELAY
In the event of delayed payment, the amounts due shall automatically accrue late payment interest, without prior notice, calculated at one and a half (1.5) times the current legal interest rate, plus administrative costs arising from the delay.
Failure to pay any due amount or refusal to accept a bill of exchange shall render all outstanding amounts immediately due and payable, without prejudice to LESOL's right to suspend supplies, terminate contracts and claim damages.

15. CONFIDENTIALITY AND DATA PROTECTION
Both parties undertake to maintain the confidentiality of all technical, commercial, or contractual information exchanged during the business relationship. Personal data shall be processed in accordance with Regulation (EU) 2016/679 (GDPR) and other applicable legislation, exclusively for the management of the contractual relationship.

16. REGULATORY COMPLIANCE AND BUSINESS ETHICS
LESOL and the purchaser declare that they act in accordance with applicable legal and ethical standards, undertaking not to engage in corruption, unfair competition, or violations of labour or environmental rights.

17. FORCE MAJEURE
LESOL shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, labour disputes, governmental acts, supply interruptions, or any other event of force majeure.

18. APPLICABLE LAW AND JURISDICTION
These Conditions shall be governed by Spanish law. Any dispute arising from their interpretation or execution shall be submitted to the Courts and Tribunals of Donostia–San Sebastián (Spain), with the express waiver of any other jurisdiction that may correspond.

19. LANGUAGE
In the event of any discrepancy between translated versions, the Spanish text shall prevail.