SALES CONDITIONS



1. OBJECT: The purpose of the General Conditions is the provision of services or the sale of products by Bosado, S.L. to the Client and the consideration owed by the latter to Bosado, S.L.

The services/products that Bosado, S.L., provides/sells will always be subject to the present General Conditions determined below. Unless previously accepted in writing by Bosado, S.L., the particular conditions for the provision of services/purchase of products are only applicable insofar as they do not contradict them. The possible waiver by Bosado, S.L. of one or more clauses contained in these General Terms and Conditions shall not affect the validity of the other clauses.

These general conditions are considered to have been communicated to the customer from the moment that the customer is informed of the seller's offer accompanied by these conditions. Alternatively, they will be considered as communicated if the customer has previously received them in the course of his commercial relationship with the Seller; in all these cases they will be considered as accepted by the customer, to all effects and purposes, when placing his order.

2. CONSIDERATION: The parties agree as consideration for the services/products of Bosado, S.L., the amount detailed in the particular conditions, hereinafter "the Price". The client is obliged to pay the Price on the agreed deadlines, dates and by the agreed means, upon presentation of the corresponding invoice or order acknowledgement.

The price does not include the indirect taxes which, according to current legislation, are applicable at the time of issue.

Bosado, S.L., is not responsible in any case for transport, even in "free destination" sales. The goods are always dispatched and travel at the Customer's risk and expense, even if they are sent "free destination", from the place where they are received for transport, regardless of the means of transport adopted or used.

No shipment of any kind or type may be invoked by the Client, on the pretext of defects, faults or irregularities of the product or goods, to avoid or delay payment of the invoice, which must be made at the supplier's address, as stipulated on the invoice or order acknowledgement.

In the event of late payment, in addition to the loss of any discount provided for in the special conditions, the Customer shall be charged interest and bank charges resulting from the delay.

Failure to pay an invoice on its due date or failure to collect the product or goods within the agreed period shall result in the termination of the transaction as of right, with compensation for damages, if any, unless enforcement action is preferred. If the transaction consists of several deliveries, Bosado, S.L., also reserves the right to suspend the deliveries pending to be made.

3.DELIVERY: The delivery periods indicated in the Order Acknowledgements are only indicative.

In the absence of written agreement in the particular conditions, in cases of force majeure and, in general, due to any impediment of our will, we shall be entitled to temporarily or definitively suspend the execution of our commitments.

Regarding the quantity to be supplied, Bosado, S.L., reserves the right to send a quantity greater or less than 10% of the quantity ordered, unless otherwise agreed in writing in the particular conditions.

Bosado, S.L., does not guarantee the aptitude of the products object of sale to fulfil the use to which the Client destines them except for written stipulation in the particular conditions.

If the goods or the product has apparent defects not attributable to transport, they must be reported by the customer to Bosado, S.L., by registered letter, under penalty of prescription within 30 calendar days from the date of receipt indicated, as appropriate, on the delivery or dispatch note or on the delivery slip given to the carrier at destination after unloading. If the goods or the product are modified in any way by the Customer, no claim shall be accepted.

In case of reservation made in time, if the goods or the product is recognized as defective by Bosado, S.L., it will proceed to replace the goods or the product with a new one, being exempt from any claim by the customer for any other damage or injury.

Bosado, S.L., does not accept any special reception that takes place in the headquarters of its factory; the taking of the supply later by the Client exempts Bosado, S.L., of all responsibility.

The inspection costs will be borne by the customer.

- 4. RESERVATION OF OWNERSHIP: The ownership of the goods or products object of the contract for the provision of services or purchase and sale of products is transferred at the moment that the Client pays the total of the instalments to be paid for the Price, reserving Bosado, S.L., the ownership of such goods or products until the moment that the cash is verified.
- 5. APPLICABLE LEGISLATION AND COMPETENT JURISDICTION: The present General Conditions are of a commercial nature and will be governed by their own clauses, and as provided for in them, by the provisions of the Code of Commerce, and other commercial laws and uses.

Any dispute relating to the execution or interpretation of these General Conditions shall be subject to the jurisdiction of the Courts and Tribunals of the City of Seville, even if there is a clause to the contrary in the specific conditions signed with the Client, who expressly waives his own jurisdiction if he has one.

6. ACCEPTANCE AND CONFORMITY: The Client expressly accepts the clauses contained in these General Conditions, which shall be applicable to all operations carried out between the parties.

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