

1. - General

1. Unless otherwise specified, this order will be processed in accordance with the terms, conditions and guarantees indicated on the order confirmation sheet. If within two (2) business days from the sending of this letter, no objection is received about what is established in it, it will be understood as accepted by the client of the terms, conditions and guarantees that appear therein.
2. By making this order to OMNIAELECTRONICS SL, the client expressly accepts these general conditions of sale, as well as all the conditions indicated in the offer that gave rise to said order. In case of conflict, these general conditions will be applied exclusively, not being in any case binding for OMNIAELECTRONICS SL any other condition specified in the order placed by the client.

2.- Prices

1. All prices quoted are valid for thirty (30) calendar days, counted from the date of the offer, unless otherwise specified.
2. All prices are subject to revision due to variation in the value of the currency (indexation), in the technical specifications, quantities, transport, tariffs or other terms and conditions that may vary with respect to the original offer.
3. The prices exclude any tax or expense related to the sale and its delivery, unless the offer states otherwise.

3.- Delivery times

1. The delivery of the merchandise by OMNIAELECTRONICS SL will be subject to the availability of the product at the time of receiving the order (in the case of material offered in stock), and / or to the period indicated in the offer (in the case of material offered with delivery time).
2. Delivery times for orders that require a certificate of use and end user (EUC) or an export license will be subject to receipt of the EUC issued by the customer with all the information necessary to comply with export / import regulations and / or the issuance of the license by the competent authority.
3. The shipment of the merchandise by OMNIAELECTRONICS SL will be carried out on the date or within the terms detailed in the order confirmation. OMNIAELECTRONICS SL will do everything necessary to comply with the shipment of the goods according to the quoted and confirmed term. But it will not be responsible for any damage or harm due to causes beyond its control, such as delays in supplier deliveries, manufacturing problems, non-conforming materials, processing of export licenses, acts or omissions of the client, acts of nature, unavailability of supply or energy sources, riots, wars, fires, floods, epidemics, lockouts or strikes, as well as any other cause of force majeure.
4. OMNIAELECTRONICS SL will notify the customer in writing of any anticipated delay in the delivery of the goods and will do whatever is necessary to minimize said delay.

4.- Packaging and Delivery

1. The goods to be delivered will be packed in such a way that no damage occurs during shipping.
2. Transportation and insurance to the delivery address specified in the order will be borne by the customer, unless otherwise indicated in the offer. In the event that the transport is borne by the client, OMNIAELECTRONICS SL will not be responsible for losses, theft or damage that the material may suffer during the trip.

The transport documentation, and their delivery note, which will clearly indicate the order number, the quantity and the reference of said goods, will accompany the goods delivered.

5. - Reception and acceptance

1. The customer undertakes to do what is necessary in order to receive the goods sent by OMNIAELECTRONICS SL. Once the goods are delivered to the address indicated in the order, the customer will have a maximum period of twenty-five (25) calendar days to carry out the necessary inspections and tests for its acceptance. Any claim regarding the goods supplied must be made in writing within the indicated maximum period of twenty-five (25) calendar days after delivery at the customer's facilities. After this period, acceptance and conformity by the customer with said goods will be understood.

6.- Returns

1. In the event of a return, OMNIAELECTRONICS SL will previously issue the corresponding Return Authorization (RMA). In no case, the customer will proceed to return the merchandise without authorization or RMA.
2. Returns will be accepted only for purposes of evaluation and / or factory repair, (when the goods do not meet the technical specifications agreed between OMNIAELECTRONICS SL and the client) or refund of money (when their repair or replacement is not possible), or Partial return of the merchandise when the quantity delivered exceeds that requested. In such cases, the goods will be returned to OMNIAELECTRONICS SL within a maximum period of thirty (30) days, following the shipping instructions, and other conditions indicated by OMNIAELECTRONICS SL for this purpose. In case of not following these instructions, OMNIAELECTRONICS SL reserves the right of not accepting the returned goods.
3. OMNIAELECTRONICS SL will do what is necessary to replace the returned goods with others that meet the requirements agreed with the client, in the shortest possible time, but in no case will it be responsible for the delays derived from any unforeseen event that arises during the evaluation and / or repair them.

7.- Suspensions, cancellations and modifications

1. Requests for advance or postponement in the delivery of the ordered goods, or for any other modification related to this order must be made in writing. OMNIAELECTRONICS SL will, in turn, confirm to the client in writing the acceptance or denial of said request, and will reserve the right to modify the order conditions according to the new requirements.
2. Requests for suspension and / or cancellation of the order must also be made in writing, and their acceptance by OMNIAELECTRONICS SL will be subject to the manufacturer's agreement. OMNIAELECTRONICS SL will confirm to the client in writing the acceptance or denial of said request, and will apply the pertinent economic penalties, where appropriate, required by the manufacturer. The client reserves the right to accept said penalties, but in such case, OMNIAELECTRONICS SL will not accept the suspension and / or cancellation of the order.
3. Requests relating to sections (1) and (2) of this section will not be accepted after acceptance / confirmation of the order.
4. For those goods in which the condition of NON-CANCELABLE ORDER / NON-RETURNABLE MATERIAL (NCNR) applies, OMNIAELECTRONICS SL will not accept any request for cancellation or return of material.

8. - Form and term of payment

1. Invoice payments will be made according to the terms and conditions of payment indicated in the order confirmation. Failure to comply with these conditions by the

client may be cause for suspension in the deliveries of other orders in which OMNIAELECTRONICS SL also appears as a supplier, except in the case that the client guarantees the payment of the due service and the subsequent ones. Delays in payment will automatically accrue, from the day after the day designated for payment, an interest equal to that applied by the European Central Bank, plus a differential of 7 points based on the regulations established on late payment in commercial operations. RD-law 4/2013, of February 22.

2. The client is not authorized to delay payments or make deductions on account of invoices alleging a product defect or any other reason.
3. OMNIAELECTRONICS SL reserves the right to unilaterally modify and, at any time, the payment conditions agreed with the client, as well as the credit limit assigned to the client and in any case suspend the shipment of goods, when, according to its criteria, it considers that the financial conditions of the client or its payment record do not guarantee the reliability of its operations.

9.- Guarantees

1. Goods delivered with a manufacturer's certificate will have the guarantee specified by the manufacturer in its certificate, the rest will be guaranteed for thirty (30) days.
2. The guarantee of the goods delivered only extends to the clients of OMNIAELECTRONICS SL. In the event of any breakdown during the guarantee period, the steps established in section 6 "Returns" of these general conditions must be followed.
3. Exception to the warranty described above. This guarantee does not extend to goods that have been subject to misuse, negligence, accident, external causes, modification or inadequate treatment exercised by any person outside OMNIAELECTRONICS SL or causes of a similar nature to the previous ones. The guarantee also does not extend to the assumption of use, by the customer, of the goods supplied as raw material for their transformation or for the manufacture of third-party products.

10. - Adaptations, modifications and / or derivations

1. The buyer agrees not to modify, copy or create works or products of any of the products acquired under this agreement or to derive, attempt to derive or direct others to obtain the physical structure or technical characteristics of any product purchased.

11. - Jurisdiction

1. The Courts and Tribunals of Madrid will be the only competent jurisdiction to settle any controversy that may arise from the interpretation and fulfilment of this sales contract.

12. - Data protection

1. At OMNIAELECTRONICS SL we treat the information you provide us with in order to send you advertising related to our products and services by any means (postal, email or telephone). The data provided will be kept as long as you do not request the cessation of the activity. The data will not be transferred to third parties except in cases where there is a legal obligation. You have the right to obtain confirmation about whether OMNIAELECTRONICS SL is treating your personal data; therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary for the purposes that were collected, directing your request to our postal address.