

Sales Terms and Conditions

DSW Solutions S.L.U.

(Business-to-Business Transactions Only)

1. Definitions and Interpretation

In these Terms and Conditions ("Terms"):

- **"DSW Solutions"** refers to **DSW Solutions S.L.U.**, a limited liability company registered in Spain.
- **"Buyer"** means the business entity purchasing goods or services from DSW Solutions.
- **"Goods"** includes any equipment, components, software, or materials supplied by DSW Solutions.
- **"Services"** includes installation, consulting, engineering, or any other professional service rendered.
- **"Order"** means the Buyer's purchase order, quotation acceptance, or other written confirmation to purchase.

These Terms govern all B2B sales and prevail over any conflicting Buyer terms, unless expressly agreed in writing by DSW Solutions.

2. Scope and Applicability

These Terms apply exclusively to business-to-business (B2B) transactions. DSW Solutions does not sell to consumers. Any quotation, sale, or delivery of Goods and Services by DSW Solutions shall be deemed acceptance of these Terms.

3. Orders and Acceptance

Orders are binding only upon written acceptance by DSW Solutions. Quotations are valid for thirty (30) days unless otherwise stated. DSW Solutions reserves the right to modify or withdraw quotations prior to acceptance.

DSW Solutions confirms that its Terms and Conditions take full and absolute precedence over any terms, conditions, purchase clauses, or supplier provided frameworks received from the Buyer or any third party. No alternative terms shall be accepted, incorporated, or considered binding unless expressly agreed in writing by DSW Solutions prior to the issuance of any order.

If the Buyer is not in full agreement with DSW Solutions Terms and Conditions, no order should be raised. The Buyer is required to communicate any questions, objections, or proposed amendments before issuing an order. Once an order is placed, the Buyer accepts without reservation that only the terms of DSW Solutions shall apply and shall prevail in their entirety over any conflicting or additional terms provided by the Buyer.

Any terms or conditions submitted by the Buyer after the order is issued, whether included in purchase orders, acknowledgments, emails, supplier portals, or any other documents, shall be considered null, non-binding, and without effect unless expressly accepted in writing by DSW Solutions.

4. Prices and Payment Terms

4.1. All prices are exclusive of VAT, import duties, or local taxes, which shall be borne by the Buyer.

4.2. Unless otherwise agreed, all prices are stated in euros (€). Any prices displayed in pounds sterling (£) are approximate only, not based on daily exchange rates, and do not include conversion fees. The final binding price is the euro-denominated price stated in the quotation or invoice.

4.3. Payment Terms:

- Unless otherwise agreed in writing, payment shall be due 30 days from the date of invoice.
- All payments must be made by bank transfer to the account specified on the invoice.
- Payments shall be made in full without any deduction, withholding, or set-off, unless expressly agreed by DSW Solutions.
- DSW Solutions reserves the right to require full or partial advance payment for new clients or special orders.

4.4. Late Payment, consequences, and Interest:

- If the Buyer fails to make payment by the due date, interest shall accrue automatically, without prior notice, from the day following the due date.
- The applicable rate shall be the statutory interest rate for late payment in commercial transactions as published by the Bank of Spain (Banco de España), plus 8 percentage points, in accordance with Law 3/2004 of 29 December (implementing Directive 2011/7/EU).
- In addition, DSW Solutions shall be entitled to recover a fixed compensation charge of 75 euros (€75) per overdue invoice to cover recovery costs, without prejudice to its right to claim further damages or collection expenses.
- If any invoice remains unpaid after the agreed due date, the full outstanding contract amount shall become immediately due in its entirety. This acceleration of the full balance applies regardless of any partial payments previously made.
- DSW Solutions will not ship any products, deliver any materials, provide any technical support, undertake any communication, or progress any work whatsoever until one hundred percent of the outstanding amount is fully settled.
- The Buyer acknowledges that DSW Solutions does not operate on a project by project basis. Any unpaid balance on the Buyer's account, whether linked to a single order or multiple orders, will automatically affect each and every current and future order.
- No shipments, documentation submissions, technical manuals, certifications, after sales support, service interventions, or ongoing project activities will be released or performed while any overdue amount remains unpaid.
- All obligations on the part of DSW Solutions shall remain suspended until full and total payment of all outstanding sums is received. All timelines, delivery dates, and performance schedules are automatically extended and adjusted to reflect the suspension period caused by the Buyer's non payment.
- DSW Solutions reserves the right to permanently cancel orders, withhold deliverables, or apply additional administrative fees if delays in payment persist, without prejudice to any legal remedies available.

4.5. Suspension and Retention:

DSW Solutions may suspend any pending deliveries or services until all overdue amounts have been settled in full. Title to Goods shall not pass to the Buyer until full payment has been received.

4.6. All transactions are protected and handled in accordance with Credit y Caución insurance terms and conditions. Details are available on DSW Solutions' website.

5. Delivery and Performance

- 5.1. Delivery is EXW (Ex Works) DSW Solutions' premises unless specifically stated otherwise.
- 5.2. Any quotations including transport costs exclude local customs duties, import charges, or taxes.
- 5.3. HIAB deliveries are available upon request and subject to quotation.
- 5.4. Delivery times are estimates only and not of the essence. DSW Solutions shall not be liable for delays caused by events beyond its reasonable control.
- 5.5 DSW Solutions will not accept or be made liable for any LAD (liquidated and ascertained damages), nor any type of damages related to their supply of materials, delivery times or scope of service in general.

6. Specification and Supply Limitations

- 6.1. Only the items explicitly listed in the **quotation or specification** are included in the offer. Any additional items or services will be quoted separately.
- 6.2. For **door quotations**, the opening hand is defined as "**as viewed from the landing (AVFL), looking in towards the lift shaft/car.**"
- 6.3. The Buyer shall verify all technical specifications and measurements prior to placing the order. DSW Solutions shall not be responsible for errors arising from inaccurate or incomplete Buyer information.
- 6.4 All Purchase Orders raised by DSW Solutions are strictly submitted and deemed accepted by a supplier based on these terms and conditions. Our terms and conditions take precedence over any terms submitted by a supplier. Should any queries not be raised within 48 hours of the purchase order being submitted, this document will be deemed strictly the only contractually binding document for the order to be processed and supplied.
- 6.5 DSW Solutions will seek cost recovery for any delays, charges, additional delivery costs and contractual damages for non-compliance caused by a supplier's material, delivery, scope, quality control, technical capability, response times or similar. Should any queries not be raised within 48 hours of the purchase order being submitted, this document will be deemed strictly the only contractually binding document for the order to be processed and supplied.

7. Storage Terms

- 7.1. DSW Solutions shall provide up to four (4) weeks of free storage from the date the order is ready for dispatch.
- 7.2. After this period, the full order value will be invoiced in accordance with the agreed payment terms.
- 7.3. If additional storage is required, DSW Solutions will issue a quotation for extended storage, based on the material dimensions and estimated duration.

8. Machine Room Control Panels

When ordering a stock machine room control panel, the Buyer must ensure that an appropriate distribution board is installed in the machine room prior to delivery. DSW Solutions shall not be liable for installation delays or incompatibility arising from missing electrical infrastructure. Buyers are advised to contact DSW Solutions for detailed requirements.

9. Transfer of Risk and Title

- 9.1. Risk in the Goods shall pass to the Buyer upon delivery in accordance with the agreed Incoterms.
- 9.2. Title to the Goods shall not pass to the Buyer until full payment has been received by DSW Solutions.

10. Warranty and Liability

- 10.1. DSW Solutions warrants that the Goods shall conform to their specifications at the time of delivery.
- 10.2. Liability is limited to the repair or replacement of defective Goods or the re-performance of Services.

10.3. DSW Solutions shall not be liable for any indirect, consequential, or economic loss, including loss of profit, revenue, or business interruption.

10.4. Where a technical visit, inspection, or service call is requested by the Buyer and the issue is subsequently determined not to be caused by DSW Solutions' materials, workmanship, or negligence, the Buyer shall bear all related costs, including travel expenses, transport costs, admin costs, labor time, and any associated diagnostic or handling charges. DSW Solutions reserves the right to invoice such costs at its standard service rates.

10.5. The Buyer is responsible for ensuring that installation and site conditions comply with all technical requirements and that third-party components interfacing with DSW Solutions' products are correctly configured.

11. Intellectual Property Rights

All intellectual property rights in or relating to the Goods, Services, and documentation remain the property of DSW Solutions or its licensors.

12. Confidentiality

Both parties shall treat all commercial and technical information exchanged under this Agreement as strictly confidential.

13. Data Protection (GDPR)

Both parties agree to comply with the General Data Protection Regulation (EU) 2016/679 (GDPR) and applicable Spanish data protection law. DSW Solutions processes data strictly for contractual and operational purposes.

14. Force Majeure

DSW Solutions shall not be liable for failure or delay due to causes beyond its reasonable control, including but not limited to natural disasters, war, strikes, or supply chain disruptions.

15. Termination

Either party may terminate the contract within 24 hours of the order confirmation being received, from this point onwards the order will be due in full.

16. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with Spanish law. The parties agree to submit to the exclusive jurisdiction of the courts of Spain, without prejudice to DSW Solutions' right to enforce payment in the Buyer's jurisdiction.

17. Entire Agreement and Severability

These Terms constitute the entire agreement between the parties. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

18. Notices and Communications

All notices shall be in writing and sent to the registered business address or designated email of the receiving party. Notices are deemed received upon acknowledgment.

19. Cancellations and Non-Stock Materials

All notices shall be in writing and sent to the registered business address or designated email info@dsw-solutions.com

19.1. Order Cancellation Window

The Buyer may request cancellation of an Order only within forty-eight (48) hours from the time the Order is placed. Any cancellation request must be submitted in writing and shall only be effective once expressly acknowledged in writing by DSW Solutions.

19.2. Stock and Non-Stock Materials

Returns shall only be considered for stock materials ordinarily held by DSW Solutions for general sale. All non-stock items, special order items, bespoke goods, project-specific materials, made-to-order components, and any goods procured, manufactured, configured, adapted, or reserved specifically in connection with the Buyer's Order are supplied strictly for that Order and, after expiry of the forty-eight (48) hour cancellation window, shall in principle be non-cancellable and non-returnable.

19.3. Fair Transaction Policy

DSW Solutions operates a fair transaction policy in relation to return and cancellation requests. Where a request relating to a non-stock item is raised within one (1) week from the date the Order was placed, DSW Solutions shall use reasonable commercial efforts to review whether the matter can be resolved without cost to the Buyer. Nothing in this clause shall oblige DSW Solutions to accept the return, cancellation, or repurchase of any non-stock item.

19.4. Requests After One Week

Any request made more than one (1) week after the Order was placed shall be considered strictly at the sole discretion of DSW Solutions. DSW Solutions may, without obligation, review whether a non-stock item can be retained, reallocated, restocked, or otherwise accepted back on terms determined solely by DSW Solutions.

19.5. Charges, Deductions and Credit Note Only

Where DSW Solutions agrees to accept the return, cancellation, retention, or repurchase of any Goods, whether stock or non-stock, such acceptance shall be subject to such conditions as DSW Solutions may determine, including without limitation:

- (a) a stocking charge;
- (b) a re-ordering or supplier cancellation charge;
- (c) a handling and administration charge;
- (d) inspection, transport, packaging, and recovery costs; and
- (e) any other direct or indirect costs incurred by DSW Solutions in connection with the return or cancellation.

Any financial adjustment approved by DSW Solutions shall be made exclusively by way of credit note. No cash refund, bank repayment, or other monetary reimbursement shall be due unless DSW Solutions expressly agrees otherwise in writing.

19.6. Condition of Returned Goods

No Goods shall be accepted for return unless expressly authorised in writing in advance by DSW Solutions. Any Goods accepted for return must be unused, undamaged, in their original packaging where applicable, and in a condition suitable for resale, as determined by DSW Solutions in its sole discretion.

19.7. Final Determination

The acceptance or rejection of any cancellation or return request, and the amount of any credit note, shall remain at all times subject to the sole and absolute discretion of DSW Solutions.



DSW Solutions S.L.U.

Registered in Spain, Calle Aurelio Diez, 17a, Portal 2, 2B, Renedo de Piélagos, 39470.
All sales are conducted under these Terms and Conditions.