

General Terms and Conditions (stationary trade)

All transactions entered into locally at the VILLA WESCO Outlet and the Villa Wesco brand outlet centre in Mallorca by and between

VILLA WESCO S.L.U., Calle Bernat de Santa Eugénia 28, Santa Maria del Cami, ES-07320 Mallorca, C.I.F.: B-57856965, represented by its sole managing director Egbert Neuhaus, a German national, of 59759 Arnsberg, Bahnhofstrasse 205, Germany

– hereinafter referred to as “WESCO” –

and

the buyer designated in section 2 of the General Terms and Conditions laid down herein below

– hereinafter referred to as the “Buyer” –

are governed exclusively by the following General Terms and Conditions as amended at the time of the purchase order. We do not acknowledge any terms of Buyer that deviate from our own Terms and Conditions unless we have agreed to their effectiveness expressly in writing. WESCO sales personnel are not entitled to enter into oral agreements that depart from the present Terms and Conditions with the Buyer in connection with the contract.

1. DEFINITIONS

Buyer is a consumer within the meaning of the law, if and insofar as Buyer concludes the legal transaction for purposes predominantly outside Buyer's trade or activities as an independent contractor. On the other side, an 'entrepreneur' is deemed to be any individual or legal entity or a partnership having legal personality acting in the exercise of its commercial or self-employed professional activity when concluding a transaction.

2. CONCLUSION OF CONTRACT

(1) WESCO'S offers held available at the VILLA WESCO Outlet are without engagement and subject to change without notice. Any offers and prices contained in brochures, advertisements and other advertising material are also without engagement and subject to change without notice.

(2) A valid contract for sale shall be deemed to have been made if Buyer presents the goods to the sales personnel of WESCO and a member of the sales personnel expressly or implicitly accepts the offer thus made.

3. PRICES AND PAYMENT

(1) The prices include VAT at the prevailing legal rate.

(2) Unless expressly provided otherwise in writing, the agreed prices are ex warehouse VILLA WESCO Outlet, including packaging.

(3) All payments shall be made only in the VILLA WESCO premises or by bank transfer to a bank account specified by WESCO.

Technical personnel, drivers or field service workers are not entitled to collect any monies on behalf of WESCO.

4. DELIVERY AND SHIPPING COSTS

(1) Delivery and shipment of the goods are subject to the delivery and shipping costs effective at the time of purchase.

(2) Delivery and shipping costs are charged from the location of M. Westermann & Co. GmbH, Bahnhofstrasse 205, 59759 Arnsberg, Germany (WESCO Deutschland) or Villa Wesco S.L.U., Santa Eugénia 28, Santa Maria del Cami, Mallorca, depending on the availability of the goods and the agreement made with Customer.

(3) In case of shipments outside the EU additional costs, including without being limited taxes and/or duties, may accrue which are borne by Buyer.

5. RETENTION OF TITLE

All goods shipped remain the property of WESCO until payment is received in full.

6. WARRANTIES & GUARANTEES

The Buyer of goods offered for sale by WESCO is entitled to the statutory warranty claims. The warranty period for goods delivered by WESCO is 12 months, if Buyer is an entrepreneur.

Without prejudice to the above-mentioned statutory warranties, WESCO gives consumers a global manufacturer's guarantee for Wesco's own products. For further details please refer to the guarantee conditions available at www.wesco.de.

7. LIABILITY

(1) Wesco excludes all and any claims for damages by Buyer. The foregoing exclusion of liability does not apply to Buyer's claims for damages arising from injury to life, body or health or from the breach of material contractual obligations or to Wesco's liability for other damage or loss resulting from intentional or grossly negligent breach of duty on the part of WESCO or its legal representatives or agents. Material contractual obligations are those obligations which must be performed if the purpose of the contract is to be achieved.

(2) In case of breach of material contractual obligations, WESCO shall be liable only for contractually relevant, foreseeable damage or loss caused as a result of simple negligence, provided however Buyer's claims for damages do not arise from injury to life, body or health.

(3) The limitations in para. 1 and 2 apply also for the benefit of WESCO's legal representatives or agents insofar as claims are made directly against them.

(4) The provisions of the Product Liability Act shall remain unaffected.

8. MISCELLANEOUS; GOVERNING LAW

(1) Contracts between WESCO and Customer are governed by Spanish law.

(2) WESCO is neither willing nor obligated to participate in a dispute resolution procedure before a consumer conciliation service.

(3) The place of jurisdiction for all disputes arising from the contractual relationship between Buyer and Wesco shall be at the location of WESCO's registered office if Buyer is a merchant, a legal entity under public law or a public-law special fund.

(4) In the event that any of the provisions contained in the contract are legally invalid, the remaining provisions shall remain in full force and effect. The invalid provisions shall be replaced by the relevant legal provisions, to the extent they exist. If this would be unreasonable for either party, the entire contract becomes invalid.

Revised: October 2017