

# Terms and Conditions

- These rules will apply to all products supplied by Gradolí Motors S.L. Therefore, they are accepted by the client through order confirmation by any means.
- The quotations made by Gradolí Motors will be valid for 15 days. In some cases, they will be valid for 7 days if it is expressly reflected in the quotation. The delivery time indicated in the quotations (unless the products are in stock and there is no mistake) are indicative, always de-pending of the availability of our suppliers and the transit times of the transport companies. External causes could also modify the delivery time.
- Order confirmation will be made by prior payment by any legal method or by signing and stamping the corresponding quotation made by Gradolí Motors, by part of the requesting company. Any other forms of payment agreed with the client must be specified through an email to gradolimotores@gradoli.net
- Payment: The price will be paid by the client as agreed with Gradolí Motors S.L. Failure to pay all or part of an invoice when due will result in accrual of interest for late payment, computed as of the day after the agreed upon for payment at the applicable according to Law 3/2004 of December 29. This may also entail the advancement of the rest of agreed pending maturities and the immediate enforceability of all debt.
- Orders must be made before 3:00 p.m. so that they can be packed and shipped in the same day with guarantees of success on the day, if not possible they will be sent the next day.
- All the supplied material is considered property of Gradolí Motors S.L., until the completion of the payment. Thereof it can be withdrawn from the client at our request.
- Gradolí Motors S.L. reserves the right to modify all or part of the prices showing the quotations issued, due to variations that may occur in the component costs, or editing errors, both in prices and data, not taking responsibility for changes and modifications.
- Gradolí Motors S.L. will not accept any return of merchandise that has not been previously authorized, having to indicate the reason and present an invoice.
- The maximum term to request a return of any product served by Gradolí Motors is 15 days from the delivery date, after which the return of the material will not be accepted.
- Gradolí Motors S.L reserves the right of admission of returns, which in any case will be subject to handling and packaging charges, depending on the condition of the parts.
- Returns that do not involve an error or incident attributable to Gradolí Motors S.L. will suffer a surcharge of 30% on the sale price, for handling costs, re-storage and administration, with a minimum cost of € 100. Said surcharge will be deducted from payment for return, as well as the postage or any other cost that may incur.
- Goods that do not arrive in perfect condition, with their original packaging and without having been manipulated, will not be applicable for refund. They will be available to the client in our warehouses for a maximum period of 1 month from receipt, after which, will become the property of Gradolí Motors S.L.

- The returned material will be placed in the warehouse of Gradolí Motors S.L., being the client responsible for its perfect condition, both of the material and its packaging.
- In case of acceptance of the return by Gradolí Motors S.L., the company will never refund the money, but the client will have credit to consume any of the spare parts that are available in our warehouse.
- Returns of materials ordered exclusively for the customer will not be accepted.
- The products have the manufacturer's warranty, any claim must be sent by Mail. The products will only be replaced after our technicians evaluate them. In no case can Gradolí Motors S.L. be held responsible of possible damages caused by an inappropriate adaptation or by a bad use of the products. The warranty on our components will apply when they have been assembled strictly following the assembly instructions that they are adhered to. Components supplied by Gradolí Motors S.L. must be used in accordance with the manufacturers' specifications of the engines for which they have been developed, not being responsible for damages caused by improper or inappropriate uses, or incorrect applications, in which case Gradolí Motors S.L. disclaims any liability towards third parties.
- The warranty period for the spare parts sold, as they are goods intended for productive processes, will be 6 months, not being applicable what is established in this regard in the Law 23/2003, of July 10, on Guarantees in the sale of Consumer Goods, that develops the European Union Directive 1999/44 /CE, of May 25, 1999.
- Gradolí Motors guarantees the condition of all its engines at the time of selling as New, Used or Rebuilt. This clause will also apply to long blocks, short blocks and spare parts. This information will be reflected both on the website and in the corresponding quotation and invoice. The guarantee of installation and operation towards the customer will always be the responsibility of the company or the professional who performs the installation and start-up of the engine. Gradolí Motors is not responsible in any case for any damage that may arise due to improper assembly or use of parts or engines, as well as assembly carried out by a person not professionally qualified. The client undertakes the responsibility that the assembly of the parts and / or engines is carried out by a certified and legally authorized professional with the necessary knowledge to carry out this task. Otherwise, all products would lose their guarantee and their return would not be accepted. At the time of installation, the customer agrees to communicate by email to Gradolí Motors, the certificates of the installation company, as well as the oil changes corresponding to 1,000 hours and 5,000 hours. Otherwise, the product would lose its warranty and its return would not be accepted.
- Gradolí Motors undertakes to comply with LO 15/199 on the protection of personal data personal and its development regulations, RD 1720/2007, of December 13.
- Both parts subdue to the jurisdiction of the courts of Valencia.

We take this opportunity to send you a cordial greeting.

Sincerely,

Gradolí Motors