

GENERAL TERMS AND CONDITIONS OF PURCHASE

Please read the General Terms and Conditions of Online Purchase which rule the supply and purchase of products through our online shop.

By using this website and carrying out any purchase process, you are bound by these General Terms and Conditions of Purchase, so we recommend you to read them carefully. If you do not agree with them, please refrain from purchasing any products on this site.

1. LEGAL INFORMATION AND ACCEPTANCE OF THE GENERAL CONDITIONS OF PURCHASE

1.1 Identification of the service provider

In compliance with the Spanish Act 34/2002, of 11 July, on Information Society and Electronic Commerce Services, the identification data of the holder are as follows:

- GUHRING, S.A.
- Avenida de Cordoba, 15
- Postcode: 28026, Madrid.
- A78372000

You can contact us at the following email address: guhring@guhring.es

1.2. Description

GUHRING, S.A. (hereinafter GUHRING) offers its users and visitors the possibility to purchase our products and services online through these General Terms and Conditions of Purchase, as well as to establish a communication channel with the User.

GUHRING will develop its e-commerce activity as an online shop through this website.

The commercialisation of the products in the GUHRING portfolio is ruled by the following General Terms and Conditions of Purchase.

GUHRING may alter at any time and without prior notice the design, presentation and/or configuration of the website, as well as some or all of the services.

1.3. Acceptance of the Specific Conditions of Purchase

By accessing and using the service, the User fully and unreservedly accepts all the conditions set out in these General Terms and Conditions of Purchase. Furthermore, GUHRING reserves the unilateral right to amend these General Terms and Conditions at any time.

Any order placed with GUHRING necessarily implies, as an essential, determining and indispensable condition, the unreserved acceptance by the Client of the General Terms and Conditions of Purchase of its products available on the day on which the corresponding order is placed. Additionally, the Client acknowledges that the acceptance of these General Terms and Conditions of Purchase shall imply the implementation of the latter to the order to which they refer, as well as to any subsequent order, excluding those cases in which new conditions are brought to their attention by GUHRING.

GUHRING's failure to have recourse to any of these terms and conditions at any time shall not be construed nor will amount to a waiver of recourse to them in the past or in the future.

2. ONLINE PURCHASE PROCESS

2.1. How to find our products

GUHRING provides you with an online shop offering all kinds of products and services organised in families, making it easier for you to find them.

All levels of product families can be accessed from the home page. Additionally, you can find products through our search engine with just a keyword (which can be the product name, item number, size, features or even incomplete words) and a click on the search button.

2.2. Product categories / families

- Drilling
- Gun drills
- Threading tools
- Milling
- Turning
- Reaming
- Countersinking
- Plates
- Tool holders
- Dispensing systems
- Accessories

All products have a detailed product sheet, which includes a picture, name, description and price before tax. The prices in the product sheets are an invitation for the Client to place an order request. Therefore, if there is an error in the prices, GUHRING will report it to the Client and will not process the order.

Once products have been selected, they will be added to the Basket, where the User can add or remove products at any time. Once the product selection process has been completed, the visitor will be able to complete said process and proceed to payment directly by clicking on the "BUY" button.

2.3 Make a purchase on <https://webshop.guhring.es/>.

In order to make a purchase, the User can sign up on our e-commerce platform by filling in a user sign-up form.

To place an order through our e-commerce platform, the User shall fill in our sign-up form with the following data:

- Name and surname(s)
- Full mailing address
- Email address
- Contact telephone number
- Company data

Kommentiert [C 1]: Confirmar si la página web está correcta

Kommentiert [C 2]: Validar por parte de GUEHRING

Moreover, the User may receive information on offers and promotions, if they so wish, and check the processing status of their orders. Their personal data will be recorded in their client file so that they will not need to fill them in again for subsequent purchases. Please read our Privacy Policy for further information on the processing and storage of your personal data.

2.4. Product availability

The selection of products offered by GUHRING is valid while the products are visible on the website. As e-commerce is involved, the stock is updated online so it may eventually run out during the purchase process, thereby making it impossible to continue with the initiated purchase.

The availability status of every product is indicated in their product sheet:

- In stock
- Not immediately available

The delivery time of goods it takes our transport operator must be added to these availability times. These delivery times are calculated on working days (Monday to Friday inclusive) as <https://webshop.guhring.es/> does not ship on bank holidays, Saturdays or Sundays.

Shipping times are indicative only. In case of stock-out or occasional unavailability of an item, GUHRING will contact the Client to inform them immediately and give them a new delivery date or to cancel it, if the product cannot be delivered.

In any event, a delay in delivery with regard to the indicated delivery times shall not entitle the Client to claim any compensation whatsoever.

2.5. How the order is processed

Products shall be purchased by click on the “buy” button at the bottom of the order form page, which expresses full acceptance of each and every of these Terms and Conditions of Purchase, prior to the purchase of the products.

When clicking on the button to process the order (after the selection of products and units), the registered User shall enter their user name and password, thereby accessing directly to a personalised purchase screen, where they will be able to modify their delivery address details and select different types of delivery and payment methods. In case of purchase as a guest, you will be asked for your personal data for order processing and delivery.

2.6. Prices

The prices for each product, before VAT, are those indicated in the product sheet. During the purchase process, a breakdown of the amount corresponding to the tax burden will appear according to the rate in force at any given time and applicable to the products and/or services marketed, as well as a breakdown of the corresponding shipping costs before order confirmation.

Offers will be duly marked and identified as such, indicating the previous price and the offering price as appropriate.

GUHRING reserves the right to carry out, at any time and without prior notice, the modifications it deems appropriate, and may update products and services on a daily basis depending on the market.

The corresponding shipping costs are always indicated in the order.

For shipments to countries outside the European Union, GUHRING will not assume any costs corresponding to taxes and custom duties specific to each country.

In the event of a price variation, GUHRING will notify it to the Client by email and the Client may opt to cancel the order without incurring any additional costs.

2.7. Payment methods

Payment methods through the GUHRING online shop will follow the lines of the trade agreement between the Client and GUHRING in each case.

2.8. Non-payment

After the agreed due date for shipment, if the Client fails to pay in whole or in part, GUHRING may suspend or cancel any shipment, without incurring liability for any damages or losses, including loss of profit, or damages for delay or loss of production caused to the Client. The aforementioned power of GUHRING will under no circumstances release the Client from their contractual obligations with regard to the payments due and the receipt of the products.

2.9. Invoicing

GUHRING shall be obliged to issue invoices to those Clients who require them. Said invoices will include the reference and the breakdown of the amounts received for the shipment of the order.

2.10. Transport and shipping costs

Shipping and/or management costs are not included in the price and will be shown to the Client before finishing the purchase depending on the delivery address of each order.

Shipping costs will be free of charge for orders over € 60.00. Shipping costs to the Iberian peninsula for orders below this amount will be € 6,00.

GUHRING is not liable for any delays in transport caused by:

- a) Incorrect or incomplete address
- b) Failure to provide a contact telephone number
- c) Strikes by hauliers and force majeure situations

If the Client does not notice any external damage to the package at the time of receipt but once opened observes any damage caused by transportation, they shall notify the haulage company within 24 hours to keep a record of this and contact GUHRING. Otherwise, the product will be deemed to have been conformingly accepted. Once the above period has elapsed, the haulage company considers the goods sent to be in perfect condition and accepts no liability for any possible defects.

2.11. Product delivery

Products will be sent to the shipping address indicated by the Client in the order. In the event of an order of several items with different availabilities, the shipping time will depend on the longest expected delivery time. The courier does not deliver on Saturdays, Sundays or bank holidays.

Delivery times cannot be arranged. Delivery time will be 2-3 working days after order placement for products available for immediate shipment and 3-7 working days for products unavailable for immediate shipment.

In exceptional cases, GUHRING reserves the right to break down the order, shipping the available items and leaving the unavailable items for a second shipment. GUHRING will not ship any products until its Administration Department has verified the receipt of payment.

In the event that the Client detects any problem at the time of delivery of his order (damaged packaging, faulty, missing or damaged products), they shall indicate it in writing on the haulier's delivery note and notify GUHRING by email at guhring@guhring.es within the next 24 hours after receipt of the order.

No return of a damaged item or claim for a missing item will be accepted if it has not been reported within the stipulated period. All the aforementioned is without prejudice to the right of warranty for products that do not comply with the contract, which every consumer is entitled to, in accordance with current legislation.

If the Client does not receive the order, they can contact GUHRING by phone on +34 913 920 970 or by email at guhring@guhring.es.

3. ORDER EXCHANGE, CANCELLATION AND RETURN

3.1. Exchange

The Client may exchange an order if it has not been shipped. Any exchanges shall be notified as soon as possible by email at guhring@guhring.es, indicating the desired exchanges.

No exchanges by the Client are allowed when the product is custom-made, personalised or according to the Client's instructions.

3.2. Cancellation

If an order is cancelled after confirmation and shipment, the Client shall bear the transport and processing costs incurred.

No cancellations of orders placed by the Client are allowed when the product is custom-made, personalised or according to the Client's instructions.

As a consequence of the cancellation with right to reimbursement, the amount of the purchase will be refunded using the same payment method used for the initial transaction, unless otherwise expressly stated.

In the case of credit cards, the amount will be refunded at the end of the monthly invoicing period. The precise date of reimbursement depends on the credit card agreement between the banking institution

and the Client. Reimbursement will be carried out by bank transfer within the next 7 business days or, where applicable, in accordance with the stipulations of the relevant bank.

Any difference in amount between the original and the modified order will be processed following the procedure corresponding to the chosen payment method. GUHRING will not bear return and reshipment costs.

On the other hand, GUHRING cannot replace a product or product model without prior consultation with the Client. If, for reasons beyond GUHRING's control, the supply of the order is not possible, the Client will be offered the possibility to exchange it for a substitute product with similar features, with the Client having the right to cancel the order.

3.3. Order return

Orders may be returned within 14 days from the date of purchase, for which the Client shall contact GUHRING by email at guhring@guhring.es.

Return conditions:

- No returns of orders placed by the client are allowed when the product is custom-made, personalised or according to the Client's instructions.
- The product shall not be used and shall be returned in the original packaging in which it was received, as well as with the original labels and stickers. Modified products shall not be returned.
- The Client shall be in possession of the purchase invoice. If the Client does not have it, it shall be recorded in the GUHRING database.
- The Client shall bear shipping costs in case of return, which shall be paid directly to the haulage company at the time of collection. No cash on delivery of material will be collected.
- The item to be returned shall be properly packaged for return.
- Shipping costs of the order will not be refunded.

Products may be returned on the following grounds:

1. If the product does not comply with the features of the product sheet shown on our website. In this case, the amount of the product will be refunded, except for the shipping costs. This reimbursement will be refunded with the payment method used by the Client.
2. If the product is originally faulty. In this case, it will be exchanged for an identical one upon receipt of the product to be returned. GUHRING will bear return and reshipment costs.

Once the merchandise is received at our warehouse and it has been verified that the item complies with the return conditions required, we will proceed to refund the amount of the purchase with the same payment method that has been used.

4. RIGHT OF WITHDRAWAL

The Client has the right to withdraw from the purchase within 14 calendar days without giving any reason, for all those orders that have not been custom-made or made according to the Client's instructions.

The withdrawal period will expire after 14 calendar days, starting from the day on which the Client or a third party indicated by them, other than the haulier, received the order.

4.1. Products excluded from the right of withdrawal

In the case of custom-made orders or orders made according to the Client's instructions, section c) of article 103 of Royal Legislative Decree 1/2007, of 16 November, which approves the Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, which provides as follows, shall apply:

"The right of withdrawal shall not apply to contracts relating to:

(c) the supply of goods made according to the specifications of the consumer and user or clearly personalised".

Consequently, in the case of custom-made products and/or products personalised according to the Client's instructions, the latter may not exercise the right of withdrawal.

4.2. How to exercise the right of withdrawal

To exercise the right of withdrawal, they shall send the withdrawal form, available in this section, to GUHRING in any of the following ways:

- By postal communication at the following address: Avda. de Córdoba 15, Planta 5 Local C-2
- By telephone communication on +34 913 920 970 or
- By email at guhring@guhring.es

To comply with the withdrawal period, it is sufficient that the communication concerning the exercise of the right on their part is sent before the expiry of the corresponding period.

In case of withdrawal, all payments received will be refunded. Notwithstanding, the Client shall bear the direct cost of returning the goods.

Payment will be carried out without undue delay and, in any event, not later than 14 calendar days from the date on which the Client reports the withdrawal. This reimbursement will be refunded using the same payment method used for the initial transaction, unless otherwise expressly stated; in any event, the Client will not incur any costs as a result of the reimbursement.

5. WARRANTIES

All products are warranted for two years from the date of delivery, although this does not include defects caused by negligence, knocks, incorrect use or improper handling. Furthermore, the warranty is no longer valid if the purchase invoice is missing.

In the absence of proof otherwise, the lack of conformity which becomes apparent within six months after the delivery of the product shall be presumed to have existed when the product was delivered, except when this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

The warranty shall be invalid under the following circumstances:

- Knocks and/or improper transport

- Fault or negligence of the Client or a third party
- Incorrect use
- Damages caused by a force majeure

6. CLIENT'S LIABILITY

The Client undertakes to make lawful use of the Services without infringing current legislation or undermining the rights and interests of third parties.

The Client guarantees the veracity and accuracy of the data provided upon filling in the contracting forms, thus avoiding any prejudice to GUHRING as a result of their inaccuracy.

Additionally, they undertake to enable the delivery of the order placed by providing a delivery address at which the order can be received within the usual merchandise delivery hours (Monday to Friday from 10:00 to 13:30 and from 16:00 to 19:00).

Failure to comply with any of these General Terms and Conditions of Contract may result in the cancellation of orders by GUHRING with no need to give prior notice to the Client and without this giving rise to any right to compensation whatsoever.

In case of refusal of delivery by the Client, GUHRING will not refund the shipping costs, which will be borne by the Client.

7. TECHNICAL SUPPORT AND CUSTOMER SERVICE

Should you have any problems, please contact us to solve them by email at guhring@guhring.es and/or by calling our Customer Service on +34 913 920 970.

8. PERSONAL DATA AND COMMERCIAL COMMUNICATIONS

Please be reminded that GUHRING complies with current legislation on data protection, and in accordance with the Organic Law 3/2018, of 5 December, and the General Data Protection Regulation (UE) 2016/679, we inform you about the processing of personal data that we carry out.

8.1. Who is responsible for your data?

The person responsible for the processing of your personal data provided to us upon purchase of a product or upon filling in a form is:

- GUHRING, S.A.
- Avenida de Cordoba, 15
- Postcode: 28026, Madrid.
- A78372000

We recommend you to read our [Privacy Policy](#).

8.2. Which data do we process?

Depending on the products and services that you wish to enjoy at any given time, we will need to process personal data such as:

- Identification data: your name and surname(s), mailing address, email and phone number.
- Economic and transactional data, such as your payment method, information about your purchases, orders, returns, cancellations, among others.
- Commercial and promotional data, if you are subscribed to our communication system.
- Data on your interests and preferences.

In our forms, we ask you for the required data, marked with an asterisk, which we need to provide you with the service. If you do not provide us with this data, you may not be able to complete your sign-up or continue with the purchase process.

8.3. Why do we process your data?

Depending on how you interact with us, we will process your data for the following purposes:

Purpose	Description
User sign-up	The basis that legitimates the processing is your initial consent at the time of user sign-up, being subsequently processed for the fulfilment of the Terms that rule the use of the website.
For the development and fulfilment of the sales contract	Management of the purchase process on https://webshop.guehring.es . Management of the product collection, irrespective of the selected payment method. Management of possible order returns, cancellations and exchanges. Invoicing management. Order processing and tracking, including making orders available to the haulage company.
For Marketing purposes	If you subscribe to our Newsletter, we will process your data to manage your subscription and send you personalised information. Creation of a user profile to determine your preferences and provide you with personalised offers and promotions.
Usability and quality analysis	We will process your browsing data for analytical and statistical purposes, so that we can improve our website and adapt it to the way in which our users access and browse it.
For the fulfilment of legal obligations	We will process your data for the fulfilment of our obligations, such as taxes, consumption, complaints handling and rights management.

8.4. What is the legitimacy for the processing of your data?

The legal basis allowing us to process your personal data depends on their purpose:

Purpose	Legitimate basis for processing
User sign-up	If you decide to sign up as a user, we will need to process your data to identify you as such and to give you access to the functionalities of
For the development and fulfilment of the sales contract	The basis that legitimates the processing of your data is the fulfilment of the sales contract or the contract for the provision of services binding us to you. Moreover, we apply the legitimate interest to carry out the necessary checks to prevent and detect fraud when a purchase is made on our website.
For Marketing purposes	The basis that legitimates this processing is your consent, which can be withdrawn at any time. In order to show you personalised information, we have a legitimate interest to carry out profiling with the information that provide us and that we collect about you (browsing on our website, preferences, purchase history).

Usability and quality
analysis
For the fulfilment of legal
obligations

The basis that legitimates the processing is the legitimate interest to analyse
usability and degree of user satisfaction when browsing on our website.
On the basis of the legal obligations incumbent upon us.

8.5. For how long will we store your data?

The retention period for personal data is linked to the processing purpose. Therefore, we provide you with the retention periods that we apply:

Purpose	Retention Period
User sign-up	For as long as you remain a user, and once you unsubscribe, for the limitation period established by current legislation.
For the development and fulfilment of the sales contract	For as long as necessary to manage your purchase, including return, cancellation and withdrawal periods. Thereafter, for the limitation period established by civil law.
For Marketing purposes	Until you unsubscribe from communications and/or withdraw your consent.
Usability and quality analysis	Until you delete cookies.
For the fulfilment of legal obligations	During the limitation periods established by current legislation for each legal obligation incumbent upon us.

8.6. With whom do we share your data?

Unless the transfer of data to third-party companies is indicated on the form, GUHRING expressly inform you that we will only communicate your data to those Public Administration bodies and institutions with competence in the matter in accordance with the current legal regulations, and for the fulfilment of the sales contract we will have to provide your data to third-party companies for the following purposes:

- Financial institutions and credit/debit card issuers, for collection and payment management.
- Fraud prevention and detection institutions.
- Suppliers and collaborators of product transport and delivery services.
- Suppliers and collaborators of invoicing, accounting and tax management services.

8.7. What are your rights?

In accordance with current EU regulations (Regulation (UE) 2016/679, of 27 April) and Spanish regulations (Organic Law 3/2018, of 5 December), you have the possibility to exercise the following personal rights, providing reliable proof of your identity, either by electronic means or by written communication addressed to our Data Protection Officer.

Your rights are as follows:

- a) The right to withdraw your consent and request us not to process your personal data for commercial purposes, or for communications by email, SMS messages and Newsletters.
- b) The right to access our information about you, specifying the purposes of the processing carried out and the communications to third-party administrations and companies, either because they are authorised by law or because they are necessary for the provision of the service you have requested, or because you have given your prior consent.
- c) The right to rectify your data, whereby we will update the information and data that we hold based on the information which you provide to us.
- d) The right to the deletion of your data, once the legal retention period established by the applicable regulations have expired.
- e) The right to object to any processing of your data by withdrawing your authorisation / consent.

- f) The right to limit the processing of your data, such as in the event of a complaint or if you want us to retain your data for a longer period of time, preventing its deletion.
- g) The right to the portability of your data, whereby we will provide you with the data that you have provided to us at the time of your sign-up as a user in a commonly readable file format.

Additionally, we inform you that you can always go to the Spanish Data Protection Supervisory Authority (Spanish Data Protection Agency, www.agpd.es) to request its guardianship or to lodge a complaint in relation to the processing of personal data.

8.8. Where shall I exercise my rights?

In order to exercise these rights, please contact us by mail with a copy of your ID card at the address shown hereof.

8.9. Data Security

We have organisational and technical measures in place to protect your personal data from any loss, misuse, unauthorised access or disclosure, alteration and/or destruction. Unfortunately, it is not possible to fully guarantee the security of any data transmission or storage system.

9. INDUSTRIAL AND INTELLECTUAL PROPERTY

The intellectual and industrial property rights over the works, brands, logos and any other subject of protection on the website belong exclusively to GUHRING, unless different ownership is indicated therein.

The unauthorised reproduction, distribution, commercialisation or transformation of such works, brands, logos, etc., represents an infringement of the intellectual and industrial property rights of GUHRING or the owner of said rights, and may give rise to the exercise of any judicial or extrajudicial actions that may correspond to them in the exercise of their rights.

Likewise, the information accessible by the Client on our website may be protected by industrial, intellectual or other property rights. The Company will not be liable in any case and under no circumstances for any infringement of such rights that you may commit as a User and/or Client.

10. NOTIFICATIONS

All notifications, demands, requests and other communications to be made by the parties in relation to these General Terms and Conditions of Purchase shall be in writing and shall be deemed to have been duly sent by regular mail to the other party's mailing address or by email.

Specifically in the case of GUHRING, it must be notified to the address shown hereof.

11. NULLITY AND INEFFECTIVENESS OF THE CLAUSES

If any clause comprised in these Specific Conditions of Contract is declared, totally or partially, null or ineffective, such nullity or ineffectiveness will only affect said stipulation or the part of the stipulation that is null or ineffective, and the rest of the General Conditions of Purchase will remain in force. Consequently, the clause declared totally or partially null or ineffective will be deemed not to have been included.

12. APPLICABLE LEGISLATION AND SUBMISSION TO JURISDICTIONS

Sales made in the Company are subject to Spanish law.

In the event of any conflict or discrepancy arising in the interpretation or application of these contractual conditions, GUHRING submits to the consumer arbitration system / to the Courts and Tribunals which, where appropriate, will hear the matter, and which will be those provided for in the applicable legal regulations regarding competent jurisdiction — in the case of end consumers, the place of fulfilment of the obligation or the place of residence of the purchasing party.

In the event that the purchaser is acting on behalf of a legal entity, both parties expressly waive their right to any other jurisdiction and submit to the Courts and Tribunals of Madrid.

Legal Information

We recommend you to read this information before exercising your right of withdrawal.

Conditions of Withdrawal

In accordance with the provisions of Royal Legislative Decree 1/2007, of 16 November, Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, GUHRING offers buyers their right of withdrawal from the purchase made, within 14 calendar days from receipt of the product, without the need to give any reason and without incurring any additional costs, except for the provisions for extraordinary expenses outside the basic delivery established in the accepted General Conditions of Purchase or due to deterioration in the handling of the product for which the Buyer is responsible.

Once GUHRING has been notified of the withdrawal by the Buyer, the latter shall return the purchased items / products as soon as possible and, in any case, within a maximum period of 20 calendar days from the notification of the withdrawal.

The right of withdrawal will not apply to:

- a) The supply of goods made according to the specifications of the Consumer and User or clearly personalised.
- b) The supply of goods that are likely to deteriorate or expire quickly.
- c) The supply of sealed goods which are not suitable for return for reasons of health protection or hygiene and which have been unsealed after delivery.

Refund of the purchase amount

Once we have received the returned product and verified that the product is in proper condition and without any deterioration other than the transport and opening of the product by the Buyer, GUHRING will proceed to refund the purchase amount.

Damages other than those mentioned above are to be borne by the Buyer.

Personal Data Protection

Data Processing Controller	GUHRING. Avenida de Córdoba, 15 Madrid, 28026 Madrid.
Purpose	The personal data collected in the withdrawal form will be processed for the purpose of managing and processing the requested right, its archiving and storage, as well as for contacting the interested party.
Legitimacy	Legal obligation established by articles 102 and following of Royal Legislative Decree 1/2007, Revised Text of the Law on Consumers and Users.
Storage	The data will be retained for the limitation periods laid down in the relevant legislation in force.
Addressees	The data will be communicated to the haulage companies for the collection of the products, as well as to the competent Public Administrations.
Rights	You may exercise your rights of access, rectification, deletion, limitation and opposition by sending a written communication to the address of the Data Processing Controller. Additionally, if you consider that your rights have been violated, you can lodge a complaint before the Spanish Data Protection Agency. For further information on Data Protection, please refer to our Privacy Policy.