

General terms and conditions

1. General provisions

- a) These general terms and conditions apply to all services, offers and contracts of Michas Boots Service Cala D'Or, S.L. (contractor) with the client. In the event of a discrepancy between the general terms and conditions of the contract and the particular conditions, the latter shall prevail.
- b) The client authorizes the contractor to subcontract all or part of the work to subcontractors of its choice, at the client's own expense. In the event that the subcontracting gives rise to additional costs, these shall be reimbursed by the client to the contractor. In accordance with article 1721 of the Civil Code, the contractor is not liable for damages caused by subcontractors, so that subcontracting is always carried out in the name and on behalf and at the risk of the client.
- c) The client undertakes to empower the contractor, in a separate document, so that it can carry out all the actions necessary for the fulfillment of the order on his behalf, with the power to delegate said power of attorney to the subcontractors under the terms set out in the previous section. As long as the client has not handed over the power of attorney to the contractor, the latter is not obliged to carry out the order.

2. Formalization of orders

- a) Offers, orders, extensions or amendments to the same or supplementary agreements are only binding on the contractor once they have been confirmed in writing by the contractor.
- b) In general, the contractor may extend the scope of the order only with the consent of the client. This consent may be given in writing or orally; in the case of oral consent, the contractor shall send a written confirmation to the client and shall be deemed to have been accepted by the client if he does not show his disagreement in writing within three (3) working days.
- c) As an exception to the foregoing, if during the execution of the order it is established that additional work is required and if, in the short term, the consent of the client cannot be obtained because he cannot be reached, the contractor is entitled to carry out such work without the prior consent of the client, if the increase in the price of the additional work does not substantially exceed what was initially agreed or if the execution of such additional work is in the client's presumed interests, especially if it is detected or motivated by the work originally ordered. It shall be presumed that the initial agreement is not substantially exceeded when the price increase does not exceed 25%.
- d) If, before confirming the order, the client wishes to establish a fixed price which cannot be exceeded, a binding written estimate must be signed in advance, indicating all work and spare parts individually and with their corresponding unit price. The contractor shall be bound by such estimate. In this case, the estimate may only be exceeded with the express consent of the client. The fixed price estimate is valid for 14 days from its submission by the contractor.
- e) The client may revoke the order at any time in writing and is obliged to pay for the services rendered and materials purchased by the contractor in his interest up to that time.

3. Prices and payment terms

- a) The client is obliged to accept and pay in full for the service ordered and the material used in the order in accordance with the agreed terms and conditions.
- b) The rates and price lists in force at the time the order is formalised are applicable and are available to the client at the contractor's address.
- c) Upon formalisation of the order, the contractor is entitled to demand a reasonable advance payment based on the total amount of the service and the material. In view of the circumstances of the order, the contractor may demand successive payments on account throughout its execution. If the amount of the order exceeds € 500.00, the client must pay in advance the value of the material, which must be at least 50% of the total order amount. As long as the client has not made the advance payment provided for in this section, the contractor is not obliged to carry out the order.
- d) The remaining amount must be paid within 10 days of the invoice being issued, without deductions. The payment shall not be deemed to have been made until the contractor has received the full amount of the payment without any expenses related to the payment being passed on to the contractor.
- e) The existence of claims and discrepancies does not relieve the client of the obligation to make payment.
- f) In the event of default in payment, the unpaid amounts shall bear interest at a rate equal to the legal interest rate, without the need for the contractor to require payment to the client beforehand.
- g) The contractor reserves the right to retain title to the materials used until full payment has been made for them and for the services rendered, provided that such materials can be separated from the object of the order.
- h) The parties expressly agree that the invoices issued by the contractor will have the condition of enforceable title, in accordance with Article 2 ter of Law 56/2007, of 28 December, unless the customer is a consumer or user.

4. Delivery

- a) The contractor is obliged to comply with the delivery and/or performance deadlines agreed with the client. If no deadline has been expressly agreed upon, the deadline shall be that which is reasonable in the light of the circumstances of the order and the contractor's workload.
- b) The contractor shall not be obliged to comply with the delivery and/or performance deadline if the client fails to provide the necessary documentation specified by the contractor or if the necessary licences or permits have not been granted, as well as in the other cases provided for in these General Terms and Conditions.
- c) The contractor shall also not be liable for any delay in meeting the delivery and/or performance deadlines attributable to subcontractors or to the failure to the non-provision of the components required to perform the order. In such cases, the client may set in writing an additional period of time for the performance of the order, after which the contract may be terminated without the order having been completed, with the obligation to pay for the services rendered and materials purchased by the contractor in his interest up to that time.
- d) In the event of changes or extensions to the scope of the order, the delivery and/or performance period shall be adapted accordingly.
- e) A slight failure by the contractor to comply with the delivery and/or performance deadline shall not be considered a breach of contract unless the parties have expressly agreed in writing to the mandatory nature of the deadline.
- f) If, for reasons of force majeure, the contractor is unable to meet the delivery deadline, it shall be released from any obligation to pay damages. The contractor shall inform the client of the cause of force majeure and of the delay that has occurred or is planned.
- g) Delivery is always at the expense and risk of the client.
- h) The place of delivery shall be the domicile of the contractor, unless otherwise expressly agreed in writing.
- i) The contractor is entitled to the retention of the object of the order (i.e. the ship, trailer or equipment delivered by the Purchaser) until the price of the service and materials has been paid in full.

5. Acceptance of removal

- a) The client must accept the service and/or delivery within one week of being informed by the contractor that the order has been executed.
- b) After this period has elapsed without the client having expressly stated that he rejects acceptance, acceptance shall be deemed to have been effected.
- c) The contractor shall not be liable for any defects that are not reported by the client in writing within three (3) days of delivery.
- d) In the event of the client's delay in removing the object of the order (even if this delay is due to the exercise of the contractor's right of retention), he shall be liable to pay compensation on the basis of the linear metres of storage used for the stored objects, at the rate of € 12.50 per linear metre and month or fraction thereof; however, the contractor may, at its discretion, store the object of the order in another appropriate place, all costs being borne by the client. Three months after the start of the client's delay in taking back the goods, the contractor shall be entitled to make the deposit or abandonment of the object of the order after giving the client at least one week's notice, and all costs shall be borne by the client.

6. Guarantee

- a) The contractor grants the guarantee offered by the manufacturer for all parts and products, starting from the date of delivery.
- b) Damage caused by the following factors is excluded from the guarantee: natural wear and tear, improper use, incorrect start-up or assembly by the client or a third party, the use of operating or replacement equipment not in accordance with the manufacturer's instructions, and chemical, electrochemical and/or electrical influences, provided these are not attributable to the contractor.
- c) Furthermore, repairs with used parts, as well as repairs for which not all parts used are new and repairs expressly carried out under the concept of "cost-effective repairs" or "emergency repairs" are excluded from the guarantee.
- d) In the case of coatings in open spaces, the weather and/or other influences, for which the contractor is not liable, may have a detrimental effect on the surface finish. These changes in the coating finish are also excluded from the guarantee.
- e) Further-reaching liability, in particular in conjunction with consequential damages, is excluded.

7. Liability

- a) If the object to which the order relates (in particular, ships, engines, trailers, goods, equipment or other objects delivered for repair or storage by the client or his personnel) is damaged or lost in whole or in part while in the possession of the contractor (in particular, by theft, robbery, fire, storm or flooding, use of cranes or lifting devices or for the purpose of transport both inside and outside the work and storage place), the contractor only assumes liability for its own intent or gross negligence, that of its legal representatives, employees, workers or auxiliary personnel, but not that of its subcontractors.
- b) Any trial trip is considered to have been made at the request of the client, who shall bear all costs and risks arising therefrom.
- c) The contractor shall not insure the objects delivered to it for repair or equipment during the period of the contract. The client is obliged to have valid damage and liability insurance covering, in particular, storage, crane handling, slipping, driving and transport of the boat.

- d) The contractor shall immediately inform the client of any damage to the object of the order. Similarly, the client is obliged to inform the contractor in writing of damages for which the latter is liable and immediately after their detection.
- e) The liability of the contractor is limited to the price of the service and/or parts supplied, except in the case of intent or gross negligence on the part of the contractor. Such liability shall preferably be effected through repairation.

8. Transportation

- a) The transport of the object of the order is at the expense and risk of the client. The client must prove that he has a sufficiently comprehensive insurance policy on the object ordered.
- b) The contractor shall only be liable for transportation in case of intent or gross negligence.

9. Data protection

In accordance with the provisions of the Spanish legislation on data protection in force, in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, in particular Article 6.1(b) and (f) thereof, the parties state that:

First. Information.

The contractor has informed all signatories of this contract, natural persons, that the personal data requested and those obtained in connection with the conclusion of this contract and the related data that may be obtained from public registers or other legally accepted sources, will be incorporated, managed and processed in the processing of personal data for the maintenance, development, fulfilment and control of the contractual relationship, including the transmission of such data, in the event of non-compliance, to credit information systems. The legal basis for the processing is the contract itself.

The data controller is the contractor, before whom the persons entitled to do so may exercise the rights of information, access, rectification, limitation, portability, cancellation and opposition recognised in the aforementioned European Regulation, in the Spanish legislation on data protection and in its implementing regulations, by means of a letter addressed to the contractor's address listed in this contract or by means of an e-mail addressed to the following address: info@michas-bootservice.de.

The period for which the personal data will be kept will be the duration of the contract, although they will continue to be kept for the periods of time established by law. In the event of breach of contractual obligations, the data will be retained until the full termination of the contract.

The conservation of the data included in credit information systems, in the event of their transmission to them, will be as established in the Organic Law on the Protection of Personal Data.

Second. Consent and rights.

The person/s signatory/s of this contract, as interested parties of the personal data supplied, duly informed, expressly consent to their processing and any communication or transfer of such data, including international, that may be made between the contractor, subcontractors and marinas, in order to provide the services covered by the contract.

Third. Declaration.

The contractor declares that all the information specified in Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 has been duly provided to the client in respect of the contract concluded.

For this purpose, the client is informed of the following data:

- a) The identity of the data controller is the contractor.
- b) The purpose of the processing is that set out in the first and second sections of this clause.
- c) The way in which the data subject may exercise the rights set out in Articles 15 to 22 of Regulation (EU) 2016/679 shall be by e-mail to the controller. The e-mail address is: info@michas-bootservice.de.

However, other means may be used by the data subject at his or her choice, provided that they can prove that the request has been sent and received.

Finally, the rest of the information required by article 13 of the General Data Protection Regulation may be freely consulted at the same e-mail address indicated above.

10. Final provisions

- a) Agreements that differ from these general terms and conditions shall only be valid if they are in writing.
- b) In case of contradiction, the German version of these general conditions shall prevail.
- c) This contract is of a commercial nature and shall be governed by and construed in accordance with Spanish law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- d) All disputes that may arise between the parties in relation to this contract shall be submitted to the jurisdiction of the Courts of Manacor.