

LEGAL NOTICE

1. INTRODUCTION AND COMPANY DETAILS

This document is the Legal Notice and the General Conditions of Contract that regulate the access, navigation and use of the services offered by www.wat.es (from now on, "the Website"), owned by WAT DIRECCIONES S.A. with CIF A48080683 (from now on, "WAT DIRECCIONES"), and registered office in POL. IND. GOITONDO s / n – 48269 MALLABIA - BIZKAIA, Registered in the Mercantile Registry of VIZCAYA, volume 772, folio 224, sheet BI 1734 / A, entry 49. You can contact us at

2. TERMS AND CONDITIONS FOR USING THE WEB SITE

2.1. Minors

There is no legal age restriction on browsing the Website.

2.2. Cookies

You can read our Cookie Policy [here](#).

2.3. Link Policy

The Website offers users technical link devices (such as links, banners, buttons), directories and search tools that enable users to access websites belonging to and / or managed by third parties (from now on, "Linked Sites"). The purpose of these links, directories and search tools on the Site is solely to help users find and access the information, content, and services available online.

Search tool results are provided directly by third parties through the automatic operation of their technical mechanisms, and WAT DIRECCIONES cannot and does not control those results, including any referring to Internet sites whose contents may be illegal, contrary to morals or good customs or considered inappropriate for other reasons. If a User considers that any of the sites in the search results contain illegal activity or information and is interested in requesting the deletion of the link, they may notify WAT DIRECCIONES at: comercial@wat.es.

WAT DIRECCIONES does not directly or through third parties offer or market the information, content and services available on the Linked Sites, nor does it control, approve, recommend, monitor or claim ownership of the information. Users should therefore exercise caution in evaluating and using information, content, and services on Linked Websites.

WAT DIRECCIONES does not guarantee or assume any liability for damages of any kind that may be caused by:

- a. The operation, availability, accessibility, or continuity of the Linked Sites;
- b. The maintenance of information, content, and services on Linked Sites;
- c. The provision or transmission of information, content, and services on Linked Sites;
- d. The quality, legality, reliability, and usefulness of the information contained and services available on Linked Sites.

2.4. Intellectual and industrial property of the Website

This Website and its components, such as databases, computer applications, distinctive signs, logos, photographs, fragments of audiovisual works, graphic designs, or any others, are subject to intellectual and industrial property rights of which WAT DIRECCIONES is the exclusive owner or assignee with the required scope. This Legal Notice does not imply the assignment or transfer in favour of Users of any intellectual or industrial property right on the Website or any of its component elements. Users are prohibited from reproducing, distributing, transforming, publicly communicating, making available, extracting, reusing, forwarding or exploiting the Website or its components by any means or procedure, except where WAT DIRECCIONES legally permits and expressly authorises it in writing.

Users may view and obtain a temporary private copy of the Content available through the Website for their exclusive personal and private use in their computer systems, provided that it is not used to develop activities of a commercial or professional nature. Users must not circumvent or trying to circumvent any technological measures adopted by WAT DIRECCIONES to restrict acts that WAT DIRECCIONES or third parties holders of rights over protected works or services accessible through the Website do not expressly authorise. Users must always respect the copyright and industrial and intellectual property rights of the Website that belong exclusively to WAT DIRECCIONES or third parties.

2.5. Exclusion of liability of the Website

To the fullest extent permitted by law, WAT DIRECCIONES shall be held harmless from any liability for damages of any kind that may occur because: of non-availability or continuity of the Website; Users consider the Website does not meet their expectations; fallibility of the Website;

and especially, but not limited to, faults impeding access to one or more pages of the Website. WAT DIRECCIONES shall be held harmless, to the fullest extent permitted by law, of any liability for damages of any kind that may occur due to viruses or other elements on the Website that may cause alterations in Users' computer systems, electronic documents or files. WAT DIRECCIONES has no obligation to monitor and does not monitor the use that Users make of the Website. In particular, WAT DIRECCIONES does not guarantee that Users make use of the Website in accordance with this Legal Notice, nor that they do so diligently and prudently. WAT DIRECCIONES has no obligation to verify and does not verify the identity of Users, or the truthfulness, validity, completeness and / or authenticity of the data provided by them.

2.6. Users' Obligations

Users agree to use the Website under the law, this Legal Notice, and other notices, regulations of use and instructions made known to them.

3. SERVICE DEFINITIONS AND DESCRIPTION

WAT DIRECCIONES sells products related to steering and Diesel injection systems for motor vehicles; that is, manual and electronically assisted steering, EPS power steering columns, hydraulic, electrical, and electronic steering pumps, and diesel injection systems such as injector pumps, injectors, and pump injectors. From now on, these are referred to "the Services". "Users" are people who browse the Website without using the Services. "A Customer" is a User who, in addition to browsing the Website, uses the Services. In these cases, we assume that the Customer acts as an end consumer and does not resell these products.

4. GEOGRAPHICAL SCOPE OF THE SERVICE

Our Services are global.

5. ENTRY INTO FORCE OF THE GENERAL TERMS AND CONDITIONS

The General Contractual Conditions shall enter into force as soon as the request for the Service made by the Customer is considered valid. Requesting an order implies the Customer's express and unreserved acceptance of these General Terms and Conditions, and the acceptance is an essential condition for the provision of the contracted Service by WAT DIRECCIONES and that will under one or more of these conditions:

- I. the order for the Service made via the Website;
- II. the payment of the corresponding invoice or charge and
- III. any other action involving the Customer's use of the Service.

The application shall be considered valid if all the details of the order have been correctly completed and the Customer has accepted these General Conditions.

6. TERM

The provision of the Service will depend on the item chosen and the shipping address. The product will be delivered within 1 business day from the time of confirmation (except for specific cases agreed with the Customer) for national deliveries (peninsula and islands) and up to a maximum of 3 business days for the rest of the world.

If we do not have an item stock, WAT DIRECCIONES will inform the Customer by email that their order will be delayed and the Customer may cancel their order at no cost.

7. RATES

WAT DIRECCIONES shall charge the Customer for the provision of the Service at the rates in force in the commercial conditions agreed with each Customer, and which shall be available to the Customer on the WAT DIRECCIONES Website when the Customer logs in with their username and password. The current rates, prices, discounts and applicable taxes are broken down according to the products purchased.

Variations to the taxes legally applicable to the Customer that come into effect on the date legally established will not be considered modifications to the rates.

Within the national territory, the legally mandatory taxes the Customer must pay shall be added to the prices without WAT ADDRESSES having to pay any fees, taxes or charges derived from the Customer's activity or those required by any Official Body or Professional Association. For these purposes, the Customer undertakes to pay the Value Added Tax (or any other similar tax that replaces it) corresponding to each item.

8. INVOICING AND PAYMENT MEANS

WAT DIRECCIONES shall charge the Customer the fees and prices according to the terms and conditions agreed with each Customer as specified in the commercial offer in force for each Customer in their restricted access to the Website. According to the latest legislative developments, electronic invoices are valid for all purposes and WAT DIRECCIONES will issue no hard copies of invoices.

The Client must pay the amounts accrued for the provision of the Service through the form of payment agreed with WAT DIRECCIONES.

9. CONDITIONS OF THE SERVICE

The Customer uses the Service as an end consumer. The Customer may purchase the products as offered on the Site.

The sale of the remanufactured WAT product implies the sale of its core, which will be credited upon return of the product, provided that it meets the following acceptance criteria.

- The core must not be broken and / or impacted.
- There must be no rust on the main parts.
- The core must be complete.
- The core returned for credit must match the core sold.
- The core will be paid for the value charged on the corresponding invoice.
- To be eligible for credit, the core must have been purchased within the last 2 years for customers with stock and 6 months for customers without stock.

WAT DIRECCIONES has a rapid remanufacturing service (SRR) to provide urgent service to customers where WAT does not have finished products and cores. Here the customer can send their own core and within 24 hours from the reception of the core it will be remanufactured and shipped.

Warranty coverage:

- Hydraulic power steering, steering pumps, and ESP columns: 2-years*
- Diesel Injection Products: 1 Year

Vehicles and fleets 2 years' warranty and maximum mileage of 100,000 Km.

All the information (references, years of manufacture, versions, photos,...) in our catalogues are for information purposes only and we shall accept no claims for any error that may exist in them and which would be involuntary.

10. WARRANTY AND RETURN POLICY

If the product does not comply with the contract and / or the product specifications, the Customer has two years to exercise the guarantee, under Royal 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.

Likewise, the Customer has a period of 15 days from receipt of the order to terminate the contract and return the product purchased. In these cases, WAT DIRECCIONES will return the money from the purchase through the same payment method used by the Customer.

However, products made according to the Customer's specifications or clearly customised cannot be returned. Products that are not in good condition and not in their original box or packaging cannot be returned.

The costs of returning the product covered by the Service shall be borne by WAT DIRECCIONES if the product is under guarantee and by the Customer in any other case. The Customer must notify WAT DIRECCIONES by email within the stipulated period of its intention to return a product.

11. SERVICE TERMINATION

WAT DIRECCIONES may immediately terminate the Service and these General Terms and Conditions by means of communication established in the next section if the following cases occur, notwithstanding any other cases provided for in these General Terms and Conditions:

- I. Termination of activities;
- II. Failure by the Customer to comply with the obligations in these General Contractual Conditions;
- III. Cases of force majeure and unforeseeable circumstances.

If the operating permission for providing the Service is amended or revoked or waived these General Terms and Conditions shall be immediately terminated, with no compensation being due to the Customer for the modification, revocation, or waiver of the permission or for the termination. In these cases, WAT DIRECCIONES will return the money from the purchase through the same payment method used by the Customer.

12. COMMUNICATIONS

Any communication sent by WAT DIRECCIONES to the Customer regarding these General Conditions shall be sent the address or email address indicated by the Customer through the Website.

Any communication that sent by the Customer to WAT DIRECCIONES regarding these General Conditions, must use these means of notification:

- I. Communication via email to the following address:
- II. Ordinary post addressed to WAT DIRECCIONES, (POL. Ind. GOITONDO s / n – 48269 MALLABIA - BIZKAIA

13. WAIVER OF LIABILITY OF THE SERVICE

WAT DIRECCIONES shall be held harmless to the fullest extent permitted by law of any liability for damages of any kind that may occur due to viruses or other elements on the Website or its Services that may cause alterations in Users' computer systems, electronic documents, or files. WAT DIRECCIONES shall be held harmless of any liability for typographical errors related to product prices or characteristics. However, if an error of this type occurs and the Customer has contracted a Service, WAT DIRECCIONES will contact the Customer as soon as it notices the error to either correct it or offer the Customer an equivalent Service.

14. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, including the Service fees, may be amended by WAT DIRECCIONES at any time, for technical, operational, economic, service or market reasons, after notifying the Customer under current legislation. The Customer agrees that Service conditions may be amended if a statutory or regulatory provision requires it, and WAT DIRECCIONES will inform you if you are affected.

The General Conditions of Contract in force will always be available at the footer on Website and will be visible from all pages.

15. PRIVACY POLICY

Under the law on Personal Data Protection, your data will be incorporated into the processing system owned by WAT DIRECCIONES SA with CIF A48080683 and registered office at POL IND GOITONDO S / N 48269, MALLABIA (BIZKAIA), to address your queries and send you related information that may be of interest. In compliance with current regulations, WAT DIRECCIONES SA informs you that your data will be kept for the period strictly necessary to comply with the above conditions.

Until otherwise informed, we will assume that your data has not been modified, and that you agree to notify us of any change and that we have consent to use your data for the above-mentioned purposes.

WAT DIRECCIONES SA informs you it will process your data in a lawful, loyal, transparent, adequate, pertinent, limited, and accurate manner. To this end, WAT DIRECCIONES SA will adopt all reasonable measures to delete or rectify them without delay if they are inaccurate.

In accordance with your rights under data protection law, you can exercise your rights of access, rectification, limitation of processing, deletion, portability and opposition to the processing of your personal data and the consent given for their processing by addressing your request to the postal address stated above or to: MMARQUEZ@WAT.ES. You can contact the Data Protection Officer of WAT DIRECCIONES SA, by writing to the email address or telephone 902877192. You may contact the competent Control Authority to file any complaints you deem fit.

By submitting the data collection form, you agree to the privacy policy of WAT DIRECCIONES SA.

16. APPLICABLE LEGISLATION AND JURISDICTION

Users and / or Customers contract with WAT DIRECCIONES subject to the regime established by the current Spanish regulations applicable to the Services provided by WAT DIRECCIONES under this Legal Notice and General Conditions of Contract.

WAT DIRECCIONES and Users and / or the Customers, expressly waiving any other jurisdiction, submit to the Courts and Tribunals of the User's domicile for any dispute arising from this Legal Notice and the General Contractual Terms and Conditions.