

Online Payment Terms of Service

Company and payment details

These Online Payment Terms of Service apply to customers making online payments for goods or services supplied by Quantum Europe Manufacturing S.L. through an electronic payment link or other online payment method made available by us.

Quantum Europe Manufacturing S.L. is the legal entity responsible for the relevant sale and for receiving payments made through these payment links.

Quantum Sails is the brand under which QEM manufactures and supplies custom-made sails, sailmaking products and related goods and services. By making an online payment to QEM, you confirm that you have read and accepted these Terms.

1. General

These Terms govern online payments made to QEM for goods and services ordered from QEM. The customer making payment (the "Customer") may act as an individual or on behalf of a business or other organisation.

Use of an online payment link does not alter any specific commercial terms previously agreed between QEM and the Customer in a quotation, order confirmation, invoice or other written agreement. If these Terms conflict with specifically agreed written terms for an order, the specifically agreed terms prevail to the extent of the conflict.

QEM may update these Terms from time to time. The version applicable to a payment is the version made available when the payment is made.

2. Products and services

QEM manufactures and supplies custom-made sails and related sailmaking products and may provide associated design, manufacturing, modification, repair, servicing and other sailmaking services.

Many products supplied by QEM are custom-made or manufactured to specifications agreed with the Customer. The precise specification, quantity, price and scope of each order are stated in the relevant quotation, order confirmation, invoice or other agreed documentation.

3. Formation of the contract

A quotation issued by QEM does not constitute acceptance of an order unless expressly stated otherwise. An order is subject to acceptance by QEM, normally recorded in a written order confirmation or other written communication.

The Customer is responsible for ensuring that all information, measurements, specifications and instructions supplied to QEM are complete and accurate and are provided sufficiently in advance for QEM to perform the order.

Payment through an online payment link relates to an existing or proposed transaction between QEM and the Customer and does not itself modify the agreed product specifications or commercial conditions.

4. Price and taxes

Prices are those stated in the relevant quotation, order confirmation or invoice. Unless otherwise indicated, prices may exclude VAT, transport, insurance, customs duties, import duties and other applicable taxes or fees.

The Customer is responsible for applicable taxes, duties and charges unless QEM has expressly agreed otherwise in writing. Customer-requested changes after order confirmation may result in an adjustment to price and/or delivery schedule.

5. Payment terms

Unless otherwise agreed in writing, QEM's standard payment conditions are 50% upon order confirmation and 50% upon completion of the sail or other goods. Alternative terms apply where stated in the relevant quotation, order confirmation or invoice.

Payments may be made by bank transfer or, where offered, through a secure online payment link. A payment link may be created for a specific invoice, deposit, balance or other amount due to QEM and may only be used for the transaction for which it was issued.

For online payments, QEM currently uses Adyen, a third-party payment services provider. The Customer is directed to an Adyen-hosted payment page to provide the information required to complete the payment. QEM does not directly collect or store the Customer's full payment-card details when payment is processed through that hosted service.

Payment is completed when it has been successfully authorised and confirmed through the relevant payment system. If an online payment is declined or unsuccessful, the underlying amount remains payable in accordance with the agreed payment terms. The Customer should identify the relevant invoice or order reference where requested.

6. Third-party payment services

Online payments made through a QEM payment link may be processed by Adyen N.V. and/or its relevant affiliates, depending on the Customer's location and payment method. The payment process may also involve the Customer's card issuer, bank, card scheme or another payment-service provider.

Those services may apply additional security checks, authentication requirements or processing rules. Quantum Europe Manufacturing S.L. remains the merchant and legal entity responsible for the underlying sale to which the payment relates.

7. Delivery and collection

Because many QEM products are made to Customer specifications, production and delivery times vary according to the product, specifications, production schedule and destination. Estimated production and delivery dates are communicated through the quotation, order confirmation or directly by the Quantum Sails team and are estimates unless expressly confirmed as binding in writing.

Shipping arrangements, delivery location, transport costs and applicable Incoterms or delivery conditions are those stated in the relevant quotation, order confirmation or invoice.

QEM delivers internationally to most countries and regions, subject to applicable trade restrictions, regulatory requirements and transport availability. Delivery availability for each destination will be confirmed at the quotation or order-confirmation stage.

Where a Customer fails to collect completed goods within the agreed period, QEM may charge storage costs. Unless otherwise agreed, uncollected goods may be subject to a storage charge of €50 per month per item.

8. Cancellations and order changes

Many QEM products are manufactured specifically for an individual Customer and may be customised or made to specification. A Customer wishing to cancel or modify an order should contact QEM as soon as possible using the contact details in section 16.

Acceptance of a cancellation or modification depends on the production stage, costs already incurred, whether the product is customised and the specific terms agreed for the order. Where manufacturing has begun, or customised materials have been ordered or produced, QEM may be unable to accept a cancellation or may retain all or part of amounts paid to cover costs reasonably incurred.

Nothing in these Terms limits mandatory cancellation or consumer rights under applicable law.

9. Returns and refunds

Because many sails and other QEM products are custom-made to Customer specifications, they may not be eligible for return solely because the Customer has changed their mind, subject always to mandatory rights under applicable law.

A Customer who believes goods are defective, damaged, incorrect or inconsistent with the agreed specification should notify QEM promptly through the contact details in section 16, describing the issue and providing reasonable supporting information.

QEM will review the claim and, where appropriate, may arrange repair, replacement, correction or refund in accordance with the applicable warranty, contract and legal requirements. Approved refunds will normally be returned through an appropriate payment method and, where technically possible and suitable, to the original payment method.

Products must not be returned without prior written authorisation. Once a return has been approved, the product should be sent, together with the proof of purchase and the return-authorisation reference, to:

Quantum Europe Manufacturing S.L.

Calle Riera de Targa, 73
08339 Vilassar de Dalt
Barcelona, Spain

Customers are advised to use a trackable and insured shipping method. QEM is not responsible for returned products until they are received at the above address.

10. Warranty

Quantum Sails products are covered by the applicable Quantum Sails warranty terms. Current warranty information is available at <https://www.quantumsails.com/en/services-support/warranty-information>

The applicable warranty may depend on the product, service, jurisdiction and circumstances of the claim. Nothing in these Terms excludes or restricts mandatory statutory warranty rights or legal guarantees that cannot lawfully be excluded.

11. Retention of title and risk

To the extent permitted by applicable law and unless otherwise agreed in writing, legal ownership of goods supplied by QEM remains with QEM until all amounts due in connection with those goods have been paid in full.

Risk in the goods may transfer separately from legal ownership in accordance with the agreed delivery terms.

12. Privacy, personal data and cookies

QEM and the wider Quantum Sails organisation process personal information in connection with quotations, orders, manufacturing, delivery, customer service and payments. Depending on the transaction, this may include customer contact details, billing and shipping information, company and tax information, order and transaction information, communications, payment-related information and other information reasonably required to supply the goods or services. Information may be shared where necessary with payment processors such as Adyen, banks, card networks, logistics providers, professional advisers, Quantum group companies and service providers supporting our operations, or where required by law.

Payment information entered on an Adyen-hosted payment page is processed by the relevant payment-service providers in accordance with their applicable privacy and security requirements. QEM does not directly collect or store the Customer's full payment-card details when payment is processed through that hosted service.

For further information about how Quantum Sails collects, uses, stores and shares personal information, and about its use of cookies and similar technologies, please refer to the Quantum Sails Privacy Policy:

<https://www.quantumsails.com/en/legal/privacy-policy>

Customers may manage their cookie preferences through the cookie settings tool available on the Quantum Sails website.

13. Liability

13.1 To the extent permitted by applicable law, QEM's liability shall be limited to direct damages and shall not exceed the price paid by the Customer for the product or service giving rise to the claim.

13.2 QEM shall not be liable for any indirect, incidental, special or consequential loss, including loss of profits, revenue, business or commercial opportunities.

13.3 QEM shall not be responsible for any loss or damage resulting from inaccurate or incomplete information, measurements, instructions or specifications supplied by the Customer.

13.4 Nothing in these Terms excludes or limits QEM's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

13.5 The limitations in this section are subject to any mandatory consumer rights and other protections that cannot lawfully be excluded or restricted.

14. Force majeure

QEM is not liable for delay or failure to perform an obligation resulting from circumstances outside its reasonable control. These may include natural disasters, severe weather, fire, industrial disputes, governmental restrictions, interruption of transport or logistics, shortage of materials, war, civil disturbance, epidemics, disruption to utilities or telecommunications, or failure of third-party suppliers outside QEM's reasonable control.

QEM will use reasonable efforts to inform affected Customers and minimise the effects of those circumstances.

15. Governing law and jurisdiction

15.1 These Terms and the contractual relationship between QEM and the Customer shall be governed by the laws of Spain, without prejudice to any mandatory consumer-protection laws that may apply.

15.2 Where the Customer acts in the course of a business, trade or profession, the parties expressly submit to the exclusive jurisdiction of the Courts and Tribunals of Mataró, Barcelona, Spain, and waive any other jurisdiction that may otherwise apply.

15.3 Where the Customer acts as a consumer, any dispute shall be submitted to the courts determined by applicable mandatory law, including, where applicable, the courts of the Customer's place of residence.

16. Contact information

Questions relating to an order, payment, delivery, cancellation, return, refund or these Terms may be directed to Quantum Europe Manufacturing S.L., trading as Quantum Sails Europe.

Registered office and authorised return address:

Quantum Europe Manufacturing S.L.

Avenida Progrés, 2

08339 - Vilassar de Dalt

Barcelona, Spain

VAT / Tax ID: ESB63183180

Email: quantumeurope@quantumsails.com

Telephone: +34 93 753 34 11

Website: <https://www.quantumsails.com>

Quantum Sails Corporate Office:

Quantum Sails

1576 International Dr

Traverse City, MI 49686

United States