General Terms and Conditions of Online Sale

These General Terms and Conditions of Online Sale govern the purchase of products through the website https://lce-led.com, hereinafter the "Website", owned by Led & Components Expert, S.L.

The Website is intended exclusively for professional customers, companies, self-employed professionals or entities acting within the framework of a business or professional activity. Led & Components Expert does not carry out online sales to end consumers through the Website.

Placing an order through the Website implies the express and unconditional acceptance of these General Terms and Conditions of Online Sale, as well as the Privacy Policy, Cookie Policy and Legal Notice available on the Website.

Any specific condition, specification, purchase instruction, general condition of the Professional Customer or amendment that contradicts or departs from these General Terms and Conditions of Online Sale shall only be valid if expressly accepted in writing by Led & Components Expert.

1. Identification of Led & Components Expert

The products offered on the Website are made available to the Professional Customer by:

Led & Components Expert, S.L.
Registered office: Carrer del Mig, 7, Montcada i Reixac, Barcelona, 08110, Spain
Tax ID: B66826728
Commercial Registry: Volume 45505, Folio 105, Sheet B-490123
Contact email: info@lce-led.com

2. Sale exclusively to professional customers

Online sales through the Website are intended exclusively for professional customers, companies, self-employed professionals or entities acting within the framework of a business or professional activity.

By requesting customer registration and placing an order through the Website, the Professional Customer declares that they are acting within the scope of their business or professional activity and that they have sufficient capacity to contract in their own name or on behalf of the relevant company or entity.

Led & Components Expert reserves the right not to accept registration requests, orders or purchases when the professional status of the applicant cannot be verified, when the information provided is incomplete or inaccurate, or when the requirements established to operate as a Professional Customer on the Website are not met.

3. Registration as a professional customer

To make purchases through the Website, the Professional Customer must first request customer registration using the form provided for this purpose.

The Professional Customer must provide the information required for identification and validation, including, among others, company name or professional name, Tax ID/VAT number or corresponding tax identification number, contact details, billing address and, where applicable, shipping address.

Led & Components Expert will review the information provided and, once validated, will register the Professional Customer. After approval of the registration, Led & Components Expert will inform the customer by email so that they can access their customer area and make purchases on the Website.

The Professional Customer undertakes to provide truthful, up-to-date and complete information, and to keep it updated throughout the commercial relationship. Led & Components Expert shall not be liable for incidents arising from incorrect, incomplete or outdated information provided by the Professional Customer.

The personal data provided during the registration request process will be processed by Led & Components Expert in accordance with its Privacy Policy.

4. Use of the Website and customer account

The Professional Customer undertakes to make appropriate use of the Website, its content and its services in accordance with applicable law, these General Terms and Conditions of Online Sale, the Legal Notice, public order and contractual good faith.

The Professional Customer shall be responsible for safeguarding their access credentials and for any order placed from their account. In the event of unauthorised use, loss of credentials or suspicion of improper access, they must notify Led & Components Expert as soon as possible.

The Professional Customer undertakes not to carry out any actions that may damage, disable, overload, impair or prevent the normal operation of the Website, nor access or attempt to access restricted areas, systems, accounts or data of other users or third parties.

Likewise, it is prohibited to reproduce, copy, distribute, transform, modify or use the contents of the Website without the express authorisation of Led & Components Expert or of the holders of the corresponding rights.

5. Placing orders and electronic contracting

The Professional Customer may place orders through the Website once their customer registration has been validated and their access to the purchasing area has been enabled.

To place an order, the Professional Customer must select the desired products, confirm the quantities, review the billing and shipping details, select the available payment method and complete the purchase process.

Before confirming the order, the Professional Customer must carefully review the information entered, including products, references, quantities, delivery address, tax details, payment method and shipping costs.

During the purchase process, the Website will allow the Professional Customer to review and, where appropriate, correct the information entered before completing the order.

These General Terms and Conditions of Online Sale will be available for consultation before the order is confirmed.

Once the purchase process has been completed, the Professional Customer will receive an automatic order receipt confirmation. This communication certifies that the order has been correctly received by the system, without prejudice to the acceptance conditions set out in the following section.

6. Order acceptance

Orders placed through the Website shall be considered accepted by Led & Components Expert once payment for the order has been correctly received.

For payments made by bank card or PayPal, payment is received immediately, and therefore the order will be considered accepted once the payment process has been completed correctly.

For payments made by bank transfer, the order will remain pending payment until Led & Components Expert receives the corresponding amount. The Professional Customer will have a maximum period of 72 hours from placing the order for Led & Components Expert to receive the payment.

If, after this 72-hour period, Led & Components Expert has not received the payment, the order will be automatically cancelled. If the Professional Customer wishes to purchase the products, they must complete the full purchase process again through the Website.

Order acceptance shall be subject, in all cases, to the actual availability of the product and the possibility of supply. If, once the order has been accepted, there is an incident affecting stock, supply, manufacturing, availability from the supplier, product discontinuation or any other cause beyond the control of Led & Components Expert that prevents delivery, Led & Components Expert will inform the Professional Customer and may offer an equivalent alternative or proceed with the full or partial cancellation of the order and refund of the amount paid.

7. Order cancellation or modification

The Business Customer may request the cancellation of an order only within 24 hours of placing it on the Website. To do so, they must access their private area, review their orders, select the order they wish to cancel, and initiate the corresponding cancellation request.

Once the request has been received, Led & Components Expert will review the status of the order and contact the Business Customer to confirm the cancellation. If the order has already been paid, Led & Components Expert will request the bank details necessary to process the refund by bank transfer, regardless of the payment method used in the original purchase.

Once the 24-hour period has elapsed, the order may not be cancelled, unless expressly accepted by Led & Components Expert.

Made-to-order products may only be cancelled within 24 hours of placing the order. Once this period has elapsed, they may not be cancelled or returned, except in the event of a product defect or an error attributable to Led & Components Expert.

If the Professional Customer detects an error in the administrative or logistical details of the order, such as tax details, delivery address, contact person or billing information, they must contact Led & Components Expert as soon as possible through the customer service channels. Led & Components Expert will make every effort to manage the modification, provided that the order has not already been prepared, processed or shipped.

If the error concerns the products selected, quantities or references of the order, the request will be treated as a modification or cancellation of the order, and the maximum period of 24 hours from placing the order on the Website will apply.

8. Product availability

The products offered on the Website may be available in stock or made to order.

For products available in stock, the estimated period for order preparation and handover to the carrier will be 2 to 3 working days from order acceptance, unless due to a cause beyond the control of Led & Components Expert or a logistical incident.

For products made to order, the period for availability, order preparation and handover to the carrier will be the period indicated on the product page or during the purchase process. This period is indicative and may be affected by causes beyond the control of Led & Components Expert, such as supplier delays, manufacturing incidents, stock shortages, product discontinuation, logistical incidents, strikes, force majeure, transport problems or any other circumstance affecting the supply chain.

When Led & Components Expert has a more precise date of availability, preparation or handover to the carrier, it will inform the Professional Customer through the usual contact channels.

If a product listed as available in stock cannot ultimately be supplied, Led & Components Expert will inform the Professional Customer and may offer an alternative. If the Professional Customer does not accept the alternative or if the product cannot be supplied, Led & Components Expert will proceed with the full or partial cancellation of the order and refund of the corresponding amount.

Led & Components Expert may modify, update, replace or withdraw products, references, specifications, images or content from the Website at any time. These changes shall not give rise to any claim, without prejudice to the rights that may correspond to the Professional Customer in relation to orders already accepted and not deliverable.

9. Products made to order

Products made to order are those products that are not available in immediate stock and whose purchase or supply is specifically managed at the request of the Professional Customer.

The status of a product as made to order will be indicated on the product page or during the purchase process.

Products made to order may only be cancelled within 24 hours following placement of the order on the Website.

After this period, products made to order will not be cancellable or returnable, except in the event of a product defect or an error attributable to Led & Components Expert.

The period indicated for products made to order shall correspond to the estimated period for product availability, order preparation and handover to the carrier, unless expressly stated otherwise. This period shall not include transport time to the final destination.

The period for products made to order is indicative. Led & Components Expert will inform the Professional Customer when it has a more precise availability date.

10. Prices, taxes and shipping costs

The prices of the products shown on the Website are indicated excluding VAT.

VAT and any other applicable tax will be calculated and shown, where applicable, during the purchase process before the order is confirmed.

Shipping costs will be calculated automatically during the purchase process according to the destination, the products selected and the logistical conditions applicable in each case.

Certain products may have quantity-based prices, which will be calculated automatically by the Website where applicable.

The applicable prices shall be those indicated on the Website at the time the order is placed and once it has been accepted in accordance with these General Terms and Conditions of Online Sale.

11. Intra-Community sales

Led & Components Expert carries out online sales to professional customers located in European Union countries.

Professional customers located in another Member State of the European Union who wish to benefit from the VAT exemption applicable to intra-Community supplies must provide a valid and current VAT identification number for intra-Community purposes.

Led & Components Expert may verify the validity of the intra-Community VAT number provided by the Professional Customer through the VIES system or any verification mechanisms available at any given time.

The application of the VAT exemption shall be subject to the satisfactory validation of the intra-Community VAT number and compliance with the applicable tax requirements.

The Professional Customer shall be responsible for providing correct, complete and up-to-date tax information. Led & Components Expert shall not be liable for incidents, surcharges, tax adjustments or delays arising from incorrect, incomplete or outdated information provided by the Professional Customer.

12. Payment methods

Online sales through the Website are made by advance payment. Orders will not be considered accepted or prepared until Led & Components Expert has correctly received the corresponding payment.

The payment methods available on the Website are:

- Bank card.
- PayPal.
- Bank transfer.

For payments by bank card or PayPal, the order will be considered paid once the transaction has been correctly authorised.

For payments by bank transfer, the order will remain pending until Led & Components Expert receives the amount. The maximum period for receiving payment will be 72 hours from placing the order. After this period without receipt of payment, the order will be automatically cancelled.

The option to place an order by bank transfer does not, under any circumstances, constitute the granting of commercial credit, deferred payment or financing by Led & Components Expert.

If the Professional Customer wishes to enquire about other payment methods or commercial conditions not available on the Website, they must contact the customer service team of Led & Components Expert.

13. Retention of title

Ownership of the products shall not pass to the Professional Customer until full payment of the order has been made.

Until full receipt of payment, Led & Components Expert shall retain ownership of the products, without prejudice to the obligations corresponding to the Professional Customer from delivery of the goods.

14. Invoicing

Invoices corresponding to orders placed through the Website will be issued in digital format.

The Professional Customer may view and download their invoices from their customer area.

The Professional Customer shall be responsible for checking that the tax details provided are correct before confirming the order. Led & Components Expert shall not be liable for invoicing errors arising from incorrect or incomplete information provided by the Professional Customer.

15. Shipping and deliveries

Shipments of orders placed through the Website will currently be made through GLS, without prejudice to the possibility that Led & Components Expert may use other logistics operators when necessary for operational, service or availability reasons.

During the purchase process, the Professional Customer will be informed of the available shipping options, applicable costs and estimated transport times according to the destination.

Order preparation and handover to the carrier

For products in stock, the estimated period for order preparation and handover to the carrier will be 2 to 3 working days from order acceptance.

For products made to order, the estimated period indicated on the product page or during the purchase process will correspond to the estimated period for product availability, order preparation and handover to the carrier. This period will not include transport time to the final destination, unless expressly stated otherwise.

Transport and delivery

Once the order has been handed over to the carrier, the transport time will depend on the destination, the logistics operator and the specific circumstances of the selected transport service.

Estimated transport times will be provided during the purchase process where applicable.

Indicative nature of periods

The periods indicated are indicative and may be modified due to causes beyond the control of Led & Components Expert, including, among others, supplier, manufacturing, supply, availability, logistics or transport incidents.

Led & Components Expert will make every effort to meet the indicated preparation, handover to the carrier, transport and delivery times. However, such periods are estimated and do not constitute a guarantee of delivery on a specific date, unless expressly agreed in writing.

Delays in availability, preparation, handover to the carrier, transport or delivery arising from causes beyond the control of Led & Components Expert shall not give rise to compensation, penalties or claims for damages, unless a mandatory rule provides otherwise, without prejudice to the solutions that Led & Components Expert may offer in each case.

16. Partial deliveries

When an order includes products with different availability, delivery times or logistical conditions, the Website may offer the Professional Customer the option of receiving the order in a single delivery or in partial deliveries.

If a single delivery is selected, the order will be shipped when all products are available for dispatch.

If partial deliveries are selected, each shipment will be processed as an independent dispatch and will generate its own transport cost, which will be borne by the Professional Customer and shown during the purchase process.

Each dispatch or partial delivery shall be considered independent for the purposes of delivery, receipt, transport, incidents and associated costs.

Each partial delivery shall be deemed completed when the Professional Customer, or the authorised person at the indicated address, signs the corresponding delivery receipt.

17. Receipt of goods and transfer of risk

The order shall be deemed delivered when the Professional Customer, or the authorised person at the indicated address, receives the goods and the carrier records the delivery using the procedure enabled for this purpose, which may include identification of the recipient, signature of the delivery receipt or any other confirmation system used by the logistics operator.

In the event of partial deliveries, each delivery shall be deemed completed when the corresponding receipt is recorded.

From delivery of the goods, the Professional Customer shall assume the risks arising from their custody, conservation, handling, installation or use.

The Professional Customer must examine the external condition of the goods at the time of delivery. If any visible damage, missing packages, breakage, tampering, dampness or external anomaly in the package is detected, they must notify the carrier at the time of receipt so that, whenever possible, the carrier records the incident on the delivery receipt or through the procedure enabled by the logistics operator.

Receipt of the goods without reservation or incident notation may be understood as compliant receipt with regard to the external condition of the packages, without prejudice to internal defects or incidents that are not apparent at that time.

If the incident is not externally apparent and is detected when opening the package, the Professional Customer must notify Led & Components Expert within a maximum period of 48 hours from receipt of the order.

In order to assess the incident and, where appropriate, process the corresponding claim with the carrier or insurance company, the Professional Customer must provide the necessary documentation, including, where applicable, photographs of the transport label, the damaged product, the external packaging, the internal protection inside the box, the delivery note or proof of delivery, order number, description of the incident and any other necessary information.

Any incident relating to visible damage, missing units, reference errors, incorrect product or apparent defect must be reported to Led & Components Expert within a maximum period of 48 hours from receipt of the order.

If an order cannot be delivered due to absence, an error in the address, failure to collect, unjustified refusal or any other cause attributable to the Professional Customer, and the order is returned to Led & Components Expert, any new dispatch or reshipment will be at the expense of the Professional Customer.

18. B2B returns

As this is a sale exclusively to professional customers, the right of withdrawal provided for consumers shall not apply.

However, Led & Components Expert may accept commercial returns in certain cases, always upon request by the Professional Customer and express acceptance by Led & Components Expert.

The Professional Customer may request the return of a product within a maximum period of 14 working days from receipt of the order when the return is due to a decision or error by the Professional Customer and does not arise from a product defect or an error attributable to Led & Components Expert.

Acceptance of the return shall be subject to prior review and authorisation by Led & Components Expert. The mere submission of a return request shall not imply automatic acceptance.

Return requests must be submitted by email, in accordance with the RMA procedure set out in the following section of these General Online Sales Conditions. Returns may not be requested through the Business Customer's private area.

Returns of products made to order will not be accepted, except in the event of a product defect or an error attributable to Led & Components Expert.

19. RMA procedure for returns and incidents

To request a return, replacement, refund, or to report an issue, the Business Customer must send an email to soporte@lce-led.com, indicating the order number, the affected products and quantities, the reason for the request, and any other information necessary for its assessment.

Where applicable, the Business Customer must attach photographs, videos, or any other documentation that allows the product to be identified and its condition or the reported issue to be assessed.

Once the request has been received, Led & Components Expert will review the information provided and contact the Business Customer by email to communicate the acceptance or rejection of the request, request additional information, or indicate the next steps.

If the request is accepted, Led & Components Expert will provide the Professional Customer with instructions for sending the goods to its facilities.

Unless the return arises from an error attributable to Led & Components Expert, the transport, management and shipping costs for sending the goods to Led & Components Expert shall be borne by the Professional Customer.

When the return or incident arises from an error attributable to Led & Components Expert, such as the shipment of an incorrect product, reference, quantity or variant, the return transport costs shall be borne by Led & Components Expert, in accordance with the shipping instructions provided by Led & Components Expert to the Professional Customer.

Returns sent carriage forward will not be accepted, unless expressly and previously authorised by Led & Components Expert.

Once the goods have been received, Led & Components Expert will proceed to review the condition of the products. If the review is favourable, Led & Components Expert may issue the corresponding credit or proceed with replacement of the goods, as applicable in each case.

Credit notes will always be paid by bank transfer, regardless of the payment method used by the Professional Customer for the original purchase.

Led & Components Expert will not issue any credit until it has received and inspected the goods subject to return.

Initial acceptance of an RMA request shall not constitute automatic recognition of the existence of a defect, liability or right to a credit, all of which shall remain subject to inspection of the goods by Led & Components Expert.

20. Condition of returned goods

For a return to be accepted, the product must be in good condition, without improper use, damage or unauthorised handling and, where applicable, with its original packaging, accessories, documentation and included elements.

If the goods have been opened due to a cause attributable to the Professional Customer, Led & Components Expert may apply a 20% reduction to the amount to be credited.

If the packaging is damaged, elements, accessories or documentation are missing, or the product shows signs of use, handling, installation, damage or unauthorised alteration, Led & Components Expert may reject the return or apply the corresponding reduction depending on the condition of the goods.

Installed, used or handled products will not be accepted for return, except in the event of a defect validated by Led & Components Expert.

21. Warranty

Products marketed by Led & Components Expert shall be subject to the warranty of the relevant manufacturer or supplier in each case, in accordance with the conditions, terms and coverage established by that manufacturer or supplier, the technical data sheet, the product page, the manufacturer's documentation and applicable regulations.

The applicable warranty may vary depending on the product family, manufacturer, supplier, conditions of use, installation and technical specifications of the product.

The foregoing shall be without prejudice to any legal liabilities that may correspond to Led & Components Expert as seller or distributor in accordance with applicable regulations.

To process any warranty-related incident, the Professional Customer must initially contact Led & Components Expert by email at soporte@lce-led.com and provide the information requested by Led & Components Expert.

Led & Components Expert will initially assess the incident and may request photographs, videos, invoice, order number, batch number, information on the installation, conditions of use, associated product, power supply, dimming system or any other information necessary to analyse the possible existence of a defect.

For the processing of any warranty, credit note or replacement, Led & Components Expert may require prior receipt of the affected product for technical analysis. Initial acceptance of a request shall not constitute automatic recognition of the existence of a defect or of the application of the warranty.

If the existence of a defect covered by warranty is confirmed, Led & Components Expert will proceed, as appropriate, to replace the product or issue the corresponding credit.

The warranty shall cover only the affected product. Led & Components Expert shall not assume labour costs, installation, removal, travel, return transport, loss of profit, production loss, indirect damages, integration costs in installations or any other additional expense related to the replacement or incident involving the product, unless a mandatory rule provides otherwise.

In the event of replacement of goods due to an incident covered by warranty, Led & Components Expert will assume the shipment of the replacement product to the Professional Customer.

Warranty shall exclude incidents arising from incorrect installation, unauthorised handling, improper use, use other than that provided for in the technical data sheet, overvoltage, humidity, insufficient ventilation, unsuitable environmental conditions, incompatibility with other components, modifications made by the customer or third parties, impacts, external damage, wear and tear from use or any other cause not attributable to a product defect.

22. Compatibility, installation and professional use

The products marketed by Led & Components Expert are technical products intended for professional customers.

The Professional Customer shall be responsible for checking, before placing the order and before installing or integrating the product, that it is suitable for the use, application, installation, project or system for which it is intended.

The Professional Customer must review the technical data sheets, specifications, instructions for use, installation requirements, compatibilities and limitations of the product before purchase, installation or integration.

Any technical advice provided by Led & Components Expert shall be based on the information supplied by the Professional Customer. Led & Components Expert shall not be liable for incidents arising from incomplete, incorrect or outdated information provided by the Professional Customer.

The installation, connection, assembly, integration or handling of the products must be carried out by qualified professional personnel and in accordance with applicable regulations, the manufacturer's instructions and the technical specifications of the product.

Led & Components Expert shall not be liable for damages, failures, incompatibilities or incidents arising from incorrect installation, unauthorised handling, unsuitable product selection, use other than that intended, combination with incompatible components or failure to comply with technical instructions.

Minor technical, aesthetic or manufacturing variations that do not substantially affect the functionality of the product shall not, by themselves, constitute grounds for return, claim or order cancellation.

23. Product safety

Led & Components Expert acts in the distribution chain in accordance with the applicable regulations on general product safety.

If the Professional Customer detects or has indications that a product supplied by Led & Components Expert may pose a risk to the health or safety of persons, they must immediately notify Led & Components Expert by email at info@lce-led.com, providing all available information about the product, order, batch, incident detected, conditions of use, installation and any other relevant information.

Led & Components Expert may request additional information to assess the incident and, where applicable, adopt the measures that may be required under applicable regulations.

Where required by applicable regulations, Led & Components Expert may communicate the incident to manufacturers, suppliers, economic operators involved or competent authorities, and adopt any monitoring, withdrawal, recall, information or communication measures that may be necessary.

24. Limitation of liability

Led & Components Expert shall not be liable for indirect damages, loss of profit, production loss, loss of benefits, loss of business opportunities, stoppage costs, installation or removal costs, travel expenses, penalties against third parties or any other indirect damage or expense arising from the purchase, use, installation, integration or impossibility of use of the products, except in cases where such liability cannot be excluded or limited in accordance with applicable regulations.

The liability of Led & Components Expert shall in any case be limited to the amount of the affected product, except in cases of wilful misconduct, gross negligence or where a mandatory rule provides otherwise.

The information contained on the Website is general in nature and may be modified or updated. Led & Components Expert makes reasonable efforts to keep the information up to date, although it does not guarantee that all content is free from errors, omissions or occasional outdated information.

Images, descriptions and product content are for information purposes. The Professional Customer must consult the technical data sheet and the specific product documentation before making the purchase or installation.

Led & Components Expert shall not be liable for the content, services, links, payment platforms, carriers, tools or third-party websites that may be involved in the purchase, payment, shipping or related service provision process, without prejudice to any liabilities that may legally correspond to it.

Any liability that may correspond to Led & Components Expert in its capacity as distributor under the regulations on civil liability for defective products, in particular that arising from Royal Legislative Decree 1/2007 or Directive 85/374/EEC, to the extent that such regulations apply to relationships between professionals, is excluded from the scope of the exclusion and limitation established in this clause.

25. Customer service and after-sales support

For any doubts, enquiries, requests, incidents or claims related to the Website, orders or products, the Professional Customer may contact Led & Components Expert through the following channels:

Email: info@lce-led.com
Contact form available on the Website: https://lce-led.com/contacto/
Telephone: +34 93 857 32 70
Postal address: Carrer del Mig, 7, 08110 Montcada i Reixac, Spain
Opening hours: Monday to Thursday from 8 a.m. to 5 p.m. and Friday from 8 a.m. to 2 p.m.

Led & Components Expert will respond to requests as soon as possible.

26. Force majeure

Led & Components Expert shall not be liable for the failure or delay in the performance of its obligations when such failure or delay is due to force majeure, fortuitous event or circumstances beyond its reasonable control.

Force majeure shall include, among others, strikes, labour disputes, logistical incidents, transport problems, supply restrictions, supplier stock shortages, manufacturing interruptions, product discontinuation, customs incidents, energy crises, fires, floods, weather events, pandemics, administrative restrictions, wars, riots, system failures, interruptions of essential services or any other circumstance that prevents or hinders the normal fulfilment of the obligations assumed.

When a force majeure event affects an order, Led & Components Expert will inform the Professional Customer as soon as possible and may propose a new delivery date, a product alternative or the full or partial cancellation of the order with refund of the corresponding amount.

27. Amendment of the General Terms and Conditions of Online Sale

Led & Components Expert may review, modify or update these General Terms and Conditions of Online Sale at any time in order to adapt them to operational, commercial, technical, legislative or case-law changes.

The conditions applicable to each order shall be those in force on the Website at the time the order is placed, unless a mandatory rule provides otherwise.

28. Applicable law, supplementary law and jurisdiction

These General Terms and Conditions of Online Sale shall be governed by Spanish law.

For matters not expressly provided for in these General Terms and Conditions of Online Sale, sales transactions between Led & Components Expert and the Professional Customer shall be governed by the applicable Spanish commercial regulations.

Any dispute arising from access to the Website, the placing of orders, the purchase of products or the interpretation and performance of these General Terms and Conditions of Online Sale shall be submitted to the courts and tribunals of Barcelona, with the parties expressly waiving any other jurisdiction that may correspond to them, unless a mandatory rule provides otherwise.