

## **General Terms and Conditions**

### **Studio Macura**

January 1<sup>st</sup>, 2019 Eindhoven, The Netherlands

#### **1. Order**

Your order will be placed by you on our B2B web shop on [www.studiomacura.com](http://www.studiomacura.com). An order confirmation will be sent to you with specific details.

Studio Macura's indicated wholesale prices are in Euros, and are exclusive of tax and shipping costs. Studio Macura reserves the right to modify its wholesale prices. Upon confirmation of an order by Studio Macura, the invoiced prices are definitively fixed to the buyer.

Free shipping is granted for Dutch customers for an order equal to or above 500 € ex VAT for orders which include only our accessory products. This does not refer to orders that include our furniture pieces (Kamen tables).

Free shipping is granted for all other European Union customers for an order equal to or above 1.000 € ex VAT for orders which include only our accessory products. This does not refer to orders that include our furniture pieces (Kamen tables).

#### **2. Availability and Stock**

Studio Macura product offers are valid while stock supplies last. Products which are not on stock are subject to availability by our manufacturers and will be communicated by Studio Macura to the buyer upon the buyer's request order. In case of confirmation of unavailability of (a) certain product(s) by Studio Macura, the buyer will communicate to Studio Macura if they wish to wait for availability, or order another product, or cancel the order.

#### **3. Minimum amount order**

The minimum order is 250.00 € exclusive of tax unless otherwise agreed by Studio Macura and the buyer.

#### **3. Responsibility**

Our collection of products visible in our catalogue(s) and/or our website are in accordance with the Dutch law. Studio Macura can in no way be held accountable or responsible in case of failure to comply to the law(s) of the country where they are delivered or have been ordered from. It is the buyers or any third party consumer's sole responsibility to know and check with the local authorities the abilities to import or to use the products you consider to order or purchase or use from Studio Macura. The copied pictures and texts illustrating the products proposed in our catalogue or in our website are not contractual, and

Studio Macura does not accept responsibility for it in case of error in one of these pictures or one of these texts. Besides, Studio Macura cannot be responsible of the use of the ordered and delivered products; the client only having the entire responsibility for their use by himself or by a third party.

#### **4. The shipments**

It is the buyer who covers complete transport expenses if the free shipping agreement is not reached.

The products are delivered at the delivery address that the buyer indicates with the order.

Even if the packages are in an apparently good state from the outside, the buyer or its receiver needs to check the conformity of the good delivered at the moment of the delivery and before signing the delivery note. No contesting is acceptable if the purchaser did not make any complaint on the delivery invoice, confirmed by writing, with pictures explaining clearly the reasons of the complaint. This complaint must be addressed and recorded, both to the the carrier and to Studio Macura, at the latest within three working days following delivery.

If the complaint is not a consequence of the transport, Studio Macura, after investigation and acceptance of the complaint, will refund the buyer or exchange the products. Any complaint made after the deadline will not be accepted. Any physical return of products to Studio Macura without a precedent authorisation and without a returning number attributed before by Studio Macura will be refused and not refunded.

#### **6. Payments**

All payments are based on Pro Forma payments unless otherwise agreed and confirmed by Studio Macura.

All payments are to be processed by internet banking, Pay Pal or any other options provided in our web shop. Minimal additional costs are applicable for pay pal transactions which will be communicated by Studio Macura to the buyer with the Pro Forma invoice.

#### **7. Governing Law**

These general terms and conditions are governed exclusively by Dutch law, and the applicability of the Vienna Sales Convention is expressly excluded. All disputes between the parties will exclusively be submitted for settlement to the competent courts in the Netherlands.

#### **8. Liability waiver**

Studio Macura shall not be liable for any lost profits or savings, loss of reputation

or goodwill, indirect or incidental or consequential damages arising out or in connection with the sale of the good(s) or the use of these whether or not any claim is based on tort, warranty, contract or any other legal possibility, even in the circumstances that Studio Macura has been advised of any risks.

Studio Macura shall not be liable for any part or product which has been subject to misuse, neglect, damages incurred during assembly, inadequate maintenance, alteration, incorrect installation, incorrect assembly, accident or damage caused by transportation, use of abrasive or caustic chemicals.

Studio Macura shall not be liable for general fair wear and tear.

Studio Macura cannot be held responsible for visual differences in our products which are constructed in natural materials such as wood, stone, ceramic, marble, etc where the natural characteristics such as marble vein, wood grain, porcelain surface glaze are varied in comparison to what is photographed in our catalogue or on our website.

Studio Macura shall not be liable for minor variations or differences between website images and the supplied product.

## **9. Intellectual property**

All copyright, design rights and intellectual property rights existing in our design and products and in the images, text and design of this website are and will remain the property of Studio Macura. Any infringement of these rights will be pursued.