

arianeSké

TERMS AND CONDITIONS OF SALE

1. Definitions

- “ArianeSké”: ArianeSké B.V., a company registered in the Netherlands, company registration number 67447589 whose registered office address is Gedempte Zalmhaven 182, 3016DT Rotterdam.
- “Buyer”: The company, person, firm, or entity which purchases the Goods from ArianeSké under the Contract.
- “Goods”: Furniture and related products supplied by ArianeSké under the Contract
- “Terms and Conditions”: The standard terms and conditions of sale set out in this document.
- “Contract”: The contract or order for the purchase of the Goods between ArianeSké and the Buyer.
- “Manufacturer”: The factory (or factories) in Portugal or any other country indicated by ArianeSké which, based on the requirements and specifications provided by the Buyer, produce the Goods.
- “Writing”: Includes facsimile transmission and e-mails of which the receipt was acknowledged.
- “Order Quotation”: has the meaning given thereto in article 4 and 5.
- “Order Confirmation”: has the meaning given thereto in article 3.

2. Understanding

Unless otherwise stated by ArianeSké, any proposal and/or any resulting contract between ArianeSké and a Buyer will be subject to the following terms and conditions. These terms and conditions form an integral part of the complete agreement of the parties.

Unless made in writing and signed by ArianeSké no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon ArianeSké.

3. Order Subject to Acceptance

Acceptance of orders is based on the express condition that Buyer agrees to all of the Terms and Conditions contained herein, and the placing of any order by Buyer will constitute Buyer’s agreement to these Terms and Conditions.

Order acceptance by ArianeSké will be acknowledged by the issuance of an Order Confirmation. Please review the Order Confirmation and notify ArianeSké immediately of any error.

ArianeSké reserves the right to revoke an Order Confirmation in the event a product will be unavailable for delivery in a reasonable time. Deposits received for an unavailable item will be fully refunded.

4. Order Quotations

Prices quoted are valid for thirty (30) days from date of Order Quotation unless extended in writing. ArianeSké reserves the right to change prices, dimensions and specifications without notice prior to Order Confirmation.

5. Prices

ArianeSké’s pricing for Goods shall be disclosed to Buyer in a written Order Quotation. All quoted prices are in Euro’s and FOB point of manufacture. Unless noted otherwise prices do not include shipping charges, in-transit insurance, sales or other applicable taxes, duties, storage charges, crating, local delivery, uncrating and/or installation.

6. Taxes

All taxes, duties and excises of any nature whatsoever now or hereafter levied by a foreign governmental authority, domestic governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any Goods covered hereby shall be borne by the Buyer.

7. Payment Terms

A minimum deposit of fifty percent (50%) of the purchase price is required to initiate an order by the Manufacturer. Orders for textiles and in stock products require payment in full to initiate an order. All accounts shall be paid in full when invoiced. A service charge will be added to all accounts not paid within thirty (30) days from the date of invoice equal to the Statutory Interest Rate on Commercial Transactions as published by The Dutch National Bank (DNB). Buyer shall pay, or reimburse ArianeSké for, all charges for transportation and delivery and all excise, order, occupation, use, sales or similar taxes, levies, charges or surcharges with respect to an order, and Buyer shall pay, or reimburse ArianeSké for, all other expenses levied by any government authority, either directly or indirectly, applicable to the merchandise or services sold by or through ArianeSké. All

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orders must be paid in full, including shipping, handling, packing, storage, taxes and service charges, prior to any release for shipment to Buyer.

8. Cancellation of Order

Goods within an order may be custom made or cut, processed, altered or treated to order specifications. As a result, orders cannot be cancelled after five (5) days, and Goods cannot be returned at any time. After five (5) days, the deposit made by Buyer in connection with an order is fully non-refundable. Notice of order cancellation must be in writing to ArianeSké within five (5) days after the Order Confirmation.

9. Changes to Order

Changes to an order must be in writing and require prior written approval from ArianeSké and are subject to the ability to make requested changes.

10. Delivery Dates

All quoted completion and delivery dates are estimates only, and ArianeSké shall not be liable for any delay in shipment or receipt of Goods. Please also refer to Force Majeure.

11. Force Majeure

ArianeSké shall not be liable for any delays in, inability to complete, or other default in any order for any reason or cause beyond ArianeSké's or Manufacturer's reasonable control, including but not limited to (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) ArianeSké's or Manufacturer's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labour, raw material, production or transportation facilities or other delays in transit, (d) labour difficulty involving ArianeSké, Manufacturer or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in ArianeSké's or Manufacturer's performance due, in whole or in part, to any cause beyond ArianeSké's or Manufacturer's reasonable control, ArianeSké and Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances. Buyer acceptance of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods.

12. Storage

Charges for storage will be assessed on Goods not delivered, shipped or released to Buyer after Good's availability as confirmed by ArianeSké in writing. Buyer shall assume all costs and risks to Goods in storage and Goods will be considered available for delivery for all purposes related to the Terms and Conditions. Goods available for delivery but not scheduled for delivery within 10 days or accepted for a term of storage must be inspected by Buyer for defects, errors and/or shortages or omissions. Failure of Buyer to notify ArianeSké in writing of defects, errors and/or shortages or omissions constitutes full acceptance of the Goods.

13. Title/Risk of Loss

Delivery of Goods to a carrier for delivery to Buyer shall be deemed to constitute delivery to Buyer and thereupon title to such Goods, and risk of loss or damage, shall be Buyer's. Buyer shall inspect Goods upon receipt and any claim by Buyer against Manufacturer or carrier for shortage, damage or defect occurring prior to such delivery must be made in writing to Manufacturer or Carrier, with a copy to ArianeSké, within twenty-four (24) hours after receipt of shipment and accompanied by the original transportation bill noting that the Carrier received the Goods from the Manufacturer or warehouse in the condition claimed. After such period, all Goods will be deemed accepted, except as such notice in writing has been timely given. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any default or claim for damages on account of such Goods. Please refer to Delivery & Receiving Requirements.

14. Method of Shipment

Manufacturer will determine product shipment methods and carriers unless otherwise agreed by all parties. Any shipments returned to Manufacturer, including but not limited to such returns as a result of Buyer failure to accept delivery or otherwise accept the Goods, will require Buyer to pay all additional costs incurred by Manufacturer and/or ArianeSké, including shipping and storage fees.

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15. Shipping, Delivery and Install Charges

Unless agreed otherwise in writing shipping, local delivery and installation are additional and will be added to the final balance.

16. Packing & Crating

Specialized packing or crating in excess of a Manufacturer's standard is not included in our product pricing.

17. Partial Deliveries

Partially filled orders will be invoiced and available for shipping, delivery, installation or storage, per the Terms and Conditions, as though the order were fully completed.

18. Customer's Own Material (COM)/Customer's Own Leather (COL)

COM /COL pricing include labour for applying or upholstering products with Buyer's fabric or leather. COM/COL shipping charges and any import duties for imported or domestic Goods are not included and will be added to the order balance. COM/COL shipped by the Buyer must be in accordance with ArianeSké's and its Manufacturer's packing, shipping and labelling requirements. Manufacturers may have specific COM/COL guidelines and it is the Buyer's responsibility to provide proper materials and quantity to meet the Manufacturer's requirements. Manufacturer will require COM/COL samples for approval and Manufacturer reserves the right to reject any COM/COL that is considered improper for appliance on the products ordered. ArianeSké and Manufacturer accept no responsibility for any complaint arising from appearance, durability, quality, fading, placement or performance of COM/COL. The Buyer is responsible to advise ArianeSké and Manufacturer in writing of any specific requirements as to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be installed according to Manufacturer's own guidelines based on standard yardage/square feet requirements.

19. Finish & Fabric Samples

Manufacturer finish and fabric samples are only representative of the colour and overall appearance and cannot be guaranteed as exact matches. Fabric, wood, stone and metals may vary based on irregularities of manufacture, colour, surface, finish, grain and texture. ArianeSké reserves the right to have an order executed by more than one Manufacturer. As a consequence, slight variations may occur in Goods delivered.

20. Custom Finishes & Sizes

Custom size, colour, material or finishes to match a Buyer's request may be available from a manufacturer at an additional charge. Charges for size modifications, finish sample matches and/or material changes will be provided after review by Manufacturer. Sample for approval will be provided to Buyer for review. Production of Goods will not commence until ArianeSké's receipt of written approval of price and sample from Buyer. Finish and materials are subject to variances as noted in "Finish & Fabric Samples" above.

21. Production tolerances and modifications

All dimensions provided by ArianeSké are as accurate as possible and we strive to achieve a <2% production tolerance. If for structural purposes during manufacturing modifications are deemed necessary ArianeSké has the right to alter the construction. ArianeSké will take great care in minimizing the impact on the design.

22. Warranty and Disclaimer

Manufacturers may provide specific warranties for their products. Any warranty by ArianeSké will not go beyond the warranty of the Manufacturer unless otherwise agreed in writing. COM/COL is not warranted by ArianeSké or its Manufacturers. No warranty will apply to damage or misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use. Goods determined to be defective and covered by the warranties will be replaced within the normal time period required to reorder and manufacture the same product.

23. Limitations of Liability

Neither ArianeSké nor Manufacturer shall be liable for special, punitive, incidental or consequential losses, damages or expenses, directly or indirectly arising from the services of ArianeSké or Manufacturer in connection with, or comprising of the manufacturing, sale, handling or use of any Goods, or from any other cause with

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respect to the services or Goods of, or obtained by, ArianeSké or Manufacturer, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Further, in no event shall ArianeSké or Manufacturer be liable for any damages or other amounts for any reason whatsoever in excess of the purchase price of the Goods and services ordered by Buyer. Any claim by Buyer with reference to the services of ArianeSké or any Goods sold shall be deemed waived by Buyer unless submitted to ArianeSké, as applicable, in writing, within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach.

24. Remedies Upon Default

If Buyer fails to make payment in accordance with the terms herein or otherwise fails to comply with any provision hereof and/or any such term under the Contract, ArianeSké may, at its option, cancel any unshipped portion of an order, retain the Goods and declare a forfeiture of the deposit as liquidated damages. ArianeSké shall also (in addition to other remedies available) have the right to appropriate and sell the Goods and apply the amounts collected to any payment due to ArianeSké, Manufacturer and/or the payment of any expenses and costs to exercise ArianeSké's rights hereunder, as ArianeSké shall determine in its sole discretion. Buyer will remain liable for the balance of all unpaid accounts.

25. Confidentiality

Each party acknowledges that in connection with the Contract it may receive certain confidential or proprietary technical and business information and materials of the other party. Each party, its agents and employees shall hold and maintain in strict confidence all such Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

26. Drawings, Plans, Dimensions, Samples

All drawings, plans and designs created by ArianeSké and/or Manufacturer including all Intellectual property rights shall remain the property of ArianeSké. All drawings, descriptions, dimensions and illustrations provided by ArianeSké or Manufacturer, including in any price lists, catalogues or advertisements, are approximations only. Any examples or samples exhibited or provided to Buyer are for general informational purposes only. Nothing in any drawings, descriptions, illustrations, lists, advertisements, catalogues or samples shall be deemed to create a representation or warranty or serve as the basis for any claim against ArianeSké. In addition, furniture, lighting, accessories, rugs, textiles or other Goods may be handmade or specially treated or processed and are subject to slight variations, which Buyer acknowledges and agrees to.

27. Waiver

Waiver by ArianeSké or Manufacturer of any breach of these terms and conditions and/or the Contract shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder and/or the Contract shall not be deemed a waiver of such right which may be exercised at any subsequent time.

28. Severability

In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

29. Governing Law

This agreement and all rights and obligations hereunder, including matters of construction, validity and performance are exclusively governed by Dutch law. All disputes will be settled by the court in the district where ArianeSké has its registered office, insofar as they go beyond the jurisdiction of the sub district court judge.

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