



## **TERMS & CONDITIONS**

Terms and Conditions are subject to change, for the latest version on these Conditions please see it online on our Website. These Conditions can be saved electronically or printed by all users of our Website. Whilst they remain posted on our Website, these Conditions will apply to all transactions carried out via our Website, e-mail and by telephone.

TERMS AND CONDITIONS FOR ORDERS PLACED BY TELEPHONE, E-MAIL OR VIA THE BRABBU WEBSITE. BY PLACING AN ORDER YOU ARE ACCEPTING BRABBU TERMS&CONDITIONS AS LISTED BELOW - VERSION DATED 01/08/2016

### **PRICE**

Prices always refer to a single unit and VAT is not included. Legal tax and fees must be subsequently added to the price. Specifically on Upholstery items, the price includes the standard fabric; in case a different fabric from BRABBU collection is required the customer should contact BRABBU to enquiry the price; in case the customer should use their own fabric there is a specific price for the piece in COM.

BRABBU reserves the right, without prior notice, to discontinue products or change specifications and prices on products.

### **PACKAGING**

Packaging is included in the price. If custom packaging specification is required, the customer should instruct when placing the order and it will be charged accordingly.

### **SHIPPING**

The prices are EX WORKS, do not include transportation values and fees. Shipping costs are available upon request (read more at FREIGHT POLICY & DAMAGE CLAIMS).

### **ACCOUNTS**

All accounts will only be registered once the first proforma is issued. Customer has to provide valid company details such as: Billing name, Billing address, VAT number (company registration number or resale number). TAX exemption for EU companies is valid when existing VAT and correspondent Billing address is presented.



### **ADJUDICATION & PAYMENT TERMS**

Proformas should be signed and stamped by the customer as a form of approval of the described content.

A 40% deposit minimum is required to start the production of customer's order and the balance payment prior to shipping from Portugal (until 3 days before expedition date). Orders including customized pieces or large value orders will require a 50% deposit to start the production.

Payment must be made by account transfer (in Euro € for the Euro account and USD \$ for the Dollar account) and a confirmation (receipt) of the transfer must be sent by fax +351 914 470 214 or e-mail [info@brabbu.com](mailto:info@brabbu.com).

All pieces are the property of BRABBU until payment in full is received. BRABBU reserves the right to defer the dispatch date until the balance of the order is received.

### **LEAD TIMES**

Production lead time is between 8 to 10 weeks, delivery time not included. For pieces with custom specifications or orders of large quantities BRABBU reserves the right to agree with the customer on a different lead time.

BRABBU is not responsible for delay in production time if there is failure in submitting the confirmation (receipt) of the transfer.

Lead time for orders with COM/COL products only start once the fabric arrives at our office and is properly identified. All fabrics must be identified with the proper COM/COL Form that is sent with the proforma. BRABBU is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the customer.

### **PRODUCT WAREHOUSE & STORAGE FEES**

All customers will have a total of four (4) weeks from the date they are billed for their final payment to pay all remaining balances on their order. Once the balance is paid, the item will be shipped as soon as possible. If the balance remains unpaid or the order is not collected by the customer (in the case of customer's own transport), after the four-week grace period, a storage fee of 47€/m<sup>3</sup> will be applied weekly.

Orders that accrue storage fees cannot be released until the fees and the remaining balance are paid. If the order extends eight (8) weeks past the date of final billing, the customer consents to release the order to BRABBU stock, and the order deposit is lost. In case the order is paid in full, a credit note will be issued: 60% for standard orders and 50% for custom orders.



## FREIGHT POLICY & DAMAGE CLAIMS

All the transports made by BRABBU are insured. If transportation is arranged by BRABBU, fees will be charged separately from the product(s) value. Standard shipping quotation includes door-to-door, drop off service only. If a different service or urgent deliver is required, the customer must clearly request it when placing the order and will be charged accordingly.

All products are carefully packed and inspected prior to shipment. According to the existing conventions (CMR (1956), Warsaw (1929) / Montreal (1999), Brussels (1924), CIM (1970), the receiver on receipt of the goods shall verify their conditions with the carrier and keep the package. POD must be signed with reservations.

In case of apparent damage, the customer must open the goods in front of the carrier and mention the damages on POD. The customer should keep the products in the final destination and save the packages.

In case of no apparent damage, customer must mention on POD - "*received the goods but will be checked the state*". In this case, customer have a maximum of 7 days, after delivery, excluding Sundays and holidays, to claim.

BRABBU is not responsible for damage caused by handling, loading or unloading by people acting on behalf of the customer.

Since the Terms and Conditions of the order are EXW, BRABBU is not responsible for loss or damage in transit. Should visible or concealed damage occur in transit, immediately notify the delivering carrier with initial notification of intent to file a claim.

Any damage should be communicated to BRABBU during the first 48 hours after receiving the order; photographic and video evidence of the damages should be sent via email to [info@brabbu.com](mailto:info@brabbu.com). Failure to report concealed damage within 48 hours of reception may result in the denial of the claim.

Proving that any damage in the piece(s) caused by the transport requires replacement, BRABBU compromises to exchange the damaged part or complete piece(s) within a period agreed with the customer. It is MANDATORY that BRABBU collects the damaged part or complete piece(s) to replace it by new one(s).

If the customer chooses to transport the product(s) by his own methods or means, BRABBU will be free of any charges or responsibility over events that might occur during transportation, and the customer is responsible for handling all the logistics in the carrier or collector and for the replacement of the damaged part(s) or complete pieces(s).

## OTHER CLAIMS

It is mandatory to keep the product packing for a minimum period of 7 working days.

All order claims due to production issues will be handled on a case-by-case basis.



#### **RETURN AUTHORIZATION**

No returns will be accepted without written consent from BRABBU. Unauthorized returns will be refused at the customer's expense.

#### **ORDER CANCELLATION**

Merchandise is manufactured upon the receipt of the order and deposit. Cancellations will not be accepted after 5 working days from the order issue date. A 40% restocking fee will be applied to any cancellations received after the order issue date.

#### **CONTRACT/HOSPITALITY ORDER**

BRABBU has the ability to customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features. Please contact BRABBU for contract quotes.

#### **INTERNET POLICY**

Dealer internet websites may neither advertise, nor in any way display the BRABBU name, logo, product images or any other branded company symbols or information without prior written consent from the company. Dealer websites may not display pricing on BRABBU pieces, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact BRABBU for further company guidelines on internet usage.

#### **DISTRIBUTION POLICY**

BRABBU reserves the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on company ability to compete and sell within a market area.

#### **PRODUCT**

Each BRABBU design is hand crafted. While every effort is made to maintain uniformity, slight variations may occur.

BRABBU is free of committing any design improvement without notification. Images on catalogue or website may vary from the final product. The brand works every day to enhance the quality of its products aesthetically, usability and reliability.

BRABBU reserves the right, without prior notice, to discontinue products or change specifications on products.



For custom requirements every case will be assessed individually by BRABBU design team. If a custom drawing is required there will be a fee applied to the service.

### **CUSTOMER'S OWN MATERIAL / LEATHER (COM / COL)**

Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, BRABBU must be notified in order to inform the customer on the exact required fabric quantity.

If the pattern requires matching, BRABBU needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching.

The customer is responsible to advise BRABBU in writing of any specific requirements to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be applied according to the upholsterer guidelines based on standard model.

The customer is responsible for the fabric transport costs and all export fees to the BRABBU warehouse. BRABBU will refuse all fabrics with charges for the receiver of the fabric.

BRABBU is not responsible for orders with customer's fabric, when the fabric features put into question the production quality of the product. BRABBU will not be responsible when the customer do not choose the appropriate fabric for the future use of the product.

A completed copy of the COM/COL Form must be submitted together with the fabric/leather to the BRABBU warehouse, to avoid delays caused by lack of identification (read more at LEAD TIME).

### **CUSTOM ORDER**

For every custom orders, customer should always ask for advice from product specialist and brand ambassador to confirm viability of materials finishes, dimensions and prices.

BRABBU is not responsible for customer's choices that at the end doesn't work well.

### **HANDMADE FURNITURE**

#### **Upholstery**

All upholstery products can have up to 5 cm / 1,97 inches variation due to the manual nature of BRABBU production processes. BRABBU will not accept custom dimensions requests with less than 10cm difference from the standard product or claims regarding dimensions variations under 5 cm / 1,97 inches.

All fabrics from BRABBU Collection may vary in color and may be discontinued without prior notice.



### **Wood, Metal and Stone**

Many wood and metal finishes are applied by hand and may vary in color, tone and character. While Manufacturer will make every effort to match a finish and/or texture, no guarantee can be made of an exact match. Manufacturer does not guarantee finishes against fading and oxidizing. All furniture featuring brass elements will need to be properly cared for and polished over time. Due to the porous nature of brass, it is common to have slight, unavoidable discrepancies in the metal upon production completion. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture and lighting is handmade, and therefore is subject to slight variations. Due to this, products may vary from images seen online.

### **Product Appearance**

BRABBU makes reasonable efforts to accurately display the attributes of Products, including the applicable colors, however the actual colors and textures that may be seen will depend on used computer system, and BRABBU cannot guarantee that customer computer will accurately display such colors and textures.

### **SAMPLES**

BRABBU has samples available of all its standard finishes, for hard case and fabrics. To purchase any of these samples, the customer must contact BRABBU at [info@brabbu.com](mailto:info@brabbu.com) or via phone at +351 914 470 214.

### **WARRANTY**

There are no warranties with our products. When issues arise, BRABBU reserves the right to decide on a case-by-case basis.

### **COPY RIGHTS**

All rights reserved. No part of BRABBU design pieces may be reproduced, distributed, or transmitted in any form or by any means, including prototyping, 3D drawings, or other electronic or mechanical methods, without the prior written permission of the brand, except noncommercial uses permitted by copyright law.

For permission requests, write to the brand, addressed "Attention: Copy Right permission," at [info@brabbu.com](mailto:info@brabbu.com).