



#### TERMS AND CONDITIONS

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TERMS AND CONDITIONS FOR ORDERS PLACED BY TELEPHONE, E-MAIL OR VIA ESSENTIAL HOME's WEBSITE

VERSION DATED 20/09/2018

All orders are subject to acceptance by the wholesaler ("Seller") of the Product Line ("Manufacturer"). Buyer ("Buyer") is defined as the person, firm or company, authority or government department, which purchases the Goods from the Seller.

#### ENTIRE AGREEMENT

Acceptance of orders is based on the express condition that buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by buyer will constitute buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein, shall be binding upon manufacturer unless prior written approval is signed and approved by an officer of manufacturer. No modification of any of these terms will be affected by manufacturer's shipment of goods following receipt of buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

#### FORCE MAJEURE

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

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### PRODUCT FEATURES

1. The Seller reserves the right, without prior notice, to discontinue products or change specifications on products.
2. ESSENTIAL HOME's finishes are applied by hand and may vary in color, tone and character. While ESSENTIAL HOME will make every effort to match the finish, no guarantee can be made of an exact match. ESSENTIAL HOME does not guarantee that finishes will neither fade or oxidize throughout time.
3. ESSENTIAL HOME makes every effort to accurately display the attributes of the Products, including applicable colors on its website. However the actual colors and textures displayed may depend on the user's device, and ESSENTIAL HOME cannot guarantee that such device will accurately display the same exact colors and textures.
4. All of the Seller's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the its catalogues, price lists or advertisements are close approximations only and intended to give a general description of the goods. Furniture and lighting pieces are handmade, and therefore are subject to slight variations.
5. All upholstery products can have up to 5cm/1.97in variation due to the handmade process of ESSENTIAL HOME's production. ESSENTIAL HOME will not accept custom dimension requests with less than 10cm/3.94in difference from the standard product, or claims regarding dimension variations under 5cm/1.97in.
6. The Seller does not guarantee fabrics, dyed or natural, from fading. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness.
7. ESSENTIAL HOME is free to apply any design changes without prior notice. Images on the catalogue or website may vary from the final product.
8. ESSENTIAL HOME ships its lighting products without bulbs to North America and other countries that use 110-127V outlets.
9. For lighting pieces plugs and switches are included and in accordance with the standards of the country to which the product is destined.

### PRODUCT CUSTOMIZATION

1. ESSENTIAL HOME has the ability to customize existing products or new products to meet contract specifications - all situations that require custom designs are subject to an upcharge. Special pricing based on quantity and features will be provided upon request for all customized products - decision will be made on a case-by-case basis and the Buyer will be notified of any respective fees.
2. ESSENTIAL HOME reserves the right to upcharge by up to 20% of any product with gold, nickel, black nickel or copper finishes apart from its standard metal ones.
3. ESSENTIAL HOME reserves the right to upcharge by up to 20% of any product with real leather apart from its standard ones.
4. ESSENTIAL HOME reserves the right to upcharge by up to 10% of any product with synthetic leather.
5. ESSENTIAL HOME reserves the right to upcharge 75€/€90 per color to any product which uses a RAL colors apart from its standard lacquered ones.
6. ESSENTIAL HOME is able to provide all lighting pieces with LED bulbs instead of halogen bulbs. 20€ are charged per each LED bulb.
7. Before any order, ESSENTIAL HOME is free to charge a design fee for more extensive drawings or renders the client may request for customized products. These fees are non-refundable once paid for and will be deducted on the final cost of the order.
8. Any customization regarding specific dimensions or finishes will require special pricing based on product quantity and features. In such cases, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be notified of any said fees.

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9. For pieces with custom specifications the Seller reserves the right to extend the listed lead time. 10. Custom orders are not returnable under any circumstances.

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

1. Fabric quantity requirements are based on a standard width of 1,40m/55.11in for plain fabrics. If the Buyer's fabric has a different width or contains a pattern, ESSENTIAL HOME must be notified in order to provide the Buyer with the exact required fabric quantity.
2. If the pattern requires matching, ESSENTIAL HOME must be notified of the repeating patterns for a calculation of additional yardage/ meters required and/or additional charge for matching.
3. The Buyer is responsible for advising ESSENTIAL HOME 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's guidelines based on the standard model.
4. The Buyer is responsible for the fabric costs and all export fees to the ESSENTIAL HOME warehouse. ESSENTIAL HOME does not accept any fabrics if the charges are applied to the addressee.
5. ESSENTIAL HOME is not responsible for COM/COL orders, when the fabric features put into question the quality of the final product.
6. A complete copy of the COM/COL Form must be submitted with the pro forma together with the fabric/leather to the ESSENTIAL HOME warehouse, to avoid delays caused by lack of identification (read more at LEAD TIMES).

### **LEAD TIMES**

1. Standard production lead time is 8 weeks, delivery time not included.
2. For pieces with custom specifications or orders of large quantities, ESSENTIAL HOME reserves the right to agree with the Buyer on a different lead time.
3. ESSENTIAL HOME is not responsible for delay on production time if there is failure in submitting the confirmation (receipt) of the transfer.
4. Lead time for orders with COM/COL products only starts once the fabric or leather arrives at ESSENTIAL HOME'S office and is properly identified.
5. All fabrics must be identified with the proper COM/COL Form that is sent together with the pro forma.
6. ESSENTIAL HOME is not responsible for delays in production or any fabric misuse if the fabric is sent without proper identification by the Buyer.

### **PRICES**

1. The values on the Seller's Euro and Dollar Price List are public and substitute any other published or advertised before.
2. Prices always refer to a single unit and VAT is not included in the price. All legal taxes and fees must be subsequently added to the price.
3. Prices are Ex-Works Rio Tinto, Portugal.
4. Each time there is a request to change the information in the pro forma already paid in advance, there is an additional administrative fee of 150€/175\$.
5. Standard packaging is included in the price. Should the Buyer require specific packaging, he will be charged accordingly.
6. All taxes and excises of any nature whatsoever now or hereafter collected by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered, hereby, shall be paid and borne by Buyer.
7. To receive net pricing, a U.S. tax exemption ID certificate or reseller's license is required for an account, or both items below: Proof

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of valid membership (e.g. current membership ID) in one of these organizations:

- ASID American Society of Interior - Designers, or international affiliate
- IIDA International Interior Design Association
- IDS Interior Design Association
- IDS Interior Design Society
- CID Certified Interior Designers International
- National Council for Interior Design

### SHIPPING POLICY

1. Shipping costs are not covered in the basic price of an item.
2. For shipping quotations please contact ESSENTIAL HOME.
3. Whenever the Buyer chooses to transport the product(s) by their own method or means, ESSENTIAL HOME will be free of any charges or responsibility over events that might occur after the goods come out of the warehouse.
4. If the transportation is arranged by ESSENTIAL HOME, it will be charged separately from the products' value. Please note that all transportation services require the receiver of the good to verify their status with the carrier upon delivery.
5. Shipment arranged by ESSENTIAL HOME includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping address only. The personnel is not permitted to handle, uncrate, or remove any packaging or materials. Should the Buyer request a specific method of shipment beyond the aforementioned shipping method of the Seller, the Buyer is subjected to all additional costs of additional services.
  - 5.1 Additional services would include, but are not limited to: air freight, special handling, and/or white glove services.
6. According to the existing conventions (CMR (1956), Warsaw (1929)/Montreal (1999), Brussels (1924), CIM (1970), the receiver shall verify the goods conditions with the carrier on the receipt and keep the package. POD (Proof of Delivery) must be signed by the receiver. In case of apparent damage, the receiver must open the goods in front of the carrier and mention the damages on POD. The receiver should keep the products in the final destination and save the packages. In case of no apparent damage, the receiver must mention on POD - 'received the goods but conditions will be checked'.
7. All items must be inspected for damage prior to signing the Proof of Delivery (POD). Therefore, responsibility for damage occurring in transit is the Buyer's responsibility and all claims for freight damage must be made within 48 hours after reception. ESSENTIAL HOME will not accept any claim on merchandise after a 48-hour period. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. Save all damaged crates/packages until claim with carrier is settled. Signature of receipt by Buyer's agent or employee constitutes full acceptance of all packages stated on the bill of landing or electronic clipboard in as is condition. The Buyer is responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of the Buyer's deposit. The refusal of damaged merchandise in no way relieves the Buyer of responsibility for payment of goods. The Seller shall not be liable for delay in shipment for any cause, nor shall any delay entitle the Buyer to cancel or refuse delivery of any order that has been shipped. ESSENTIAL HOME will not honor any claims without a formal written claim and photos of damages of the product, crate and packaging.
8. Damages that are caused by the Freight Carrier and occurred during transit from ESSENTIAL HOME to the addressee, are not the responsibility of ESSENTIAL HOME. It is the receiver's responsibility to inspect items received upon delivery to ensure proper measures can be taken to file a claim with the Freight Carrier.
9. Should any of these terms not be followed by the Buyer and should ESSENTIAL HOME have photographic evidence of the items



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before shipping in good conditions, claims over such items will not be accepted by ESSENTIAL HOME.

10. ESSENTIAL HOME will not be liable for any damages resulting from handling, loading or unloading by persons acting on behalf of the receiver. Any transportation of the piece from destination to a second location will forfeit any transportation damage claim.

11. ESSENTIAL HOME reserves the right to charge an extra 10% of the transportation price if the Buyer postpones the expedition within 3 days or less prior to the agreed departure date.

12. For orders with a final destination outside the European Union, ESSENTIAL HOME reserves the right to issue the DU (export document) which has a cost of 80€/120\$ per invoice. Any other transport/export documents must be required by Buyer. ESSENTIAL HOME is free of any responsibility if those documents are not required by Buyer in a useful time.

13. Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Seller including storage fees.

14. When the Buyer's order is nearing completion, ESSENTIAL HOME will notify them so shipment can be arranged.

15. All products are carefully packed and inspected prior to shipment.

16. The refusal of damaged merchandise in no way relieves the purchase of responsibility for payment of goods. ESSENTIAL HOME is not responsible for goods loss or damage during the shipping time.

### PRODUCT WAREHOUSE & STORAGE FEES

1. Storage fees may be applied up to 120€/140\$ per m3 per week if outstanding invoice balance is not paid in full and/or shipping arrangements have not been made within 10 business days after being informed that the order is ready. The charge will be compounding weekly either in Portuguese or in the US warehouse. If the order is not picked up within 1 month, the pieces will automatically pass to the brand's stock list.

### CERTIFICATIONS

1. ESSENTIAL HOME may provide all of the following services for a special fee: Certificate of Origin, Authentication of Invoices, SASO Certificates, Inspections, Storage and Demurrage, Change of Details on Final Invoice. Please contact our staff regarding prices

### CLAIM AND RETURN POLICY

1. Should the article received fail to meet the Buyer's expectations or appear to have been damaged, photographic evidence supporting the claim should be provided within the first 48 hours after reception. A formal written claim must be sent to ESSENTIAL HOME within 30 business days after reception of the articles.

The allegation must be sent by e-mail to: [customercare@essentialhome.eu](mailto:customercare@essentialhome.eu) or the respective sales representative.

Upon confirmation of any defect, ESSENTIAL HOME makes a commitment to replace the defective part/piece, within a period agreed with the Buyer. The defective part/piece must be received by ESSENTIAL HOME in its original package before any replacement can be sent - especially in all cases concerning customized products or new products created to meet contract specifications.

2. For all sales made to Russia, and in case of return of merchandise, it is the Buyer's sole responsibility to get such merchandise to a point of distribution anywhere in the European Union (EU).

ESSENTIAL HOME will be held responsible for all transportations fees involving the shipping of the returned merchandise from said EU point of distribution to its warehouse in Portugal.

ESSENTIAL HOME bears responsibility to assure the costs of either the reparation or the replacement of the returned merchandise.

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ESSENTIAL HOME will withstand the shipping fees pertaining the transportation of the repaired/replaced merchandise from ESSENTIAL HOME's warehouse in Portugal to the previously accorded EU point of distribution.

All costs associated with getting the repaired/replaced merchandise from said EU point of distribution to Russia will be bore by the Buyer.

The return of merchandise will only be accepted after ESSENTIAL HOME has received and approved of the photographic evidence of the apparent damage of the goods and the formal written claim previously sent in by the Buyer.

### WARRANTY AND DISCLAIMER

1. In accordance to Portuguese and European law we are offering 2 years warranty (Decreto-Lei nº. 67/2003, changed by Decreto-Lei nº. 48/2008) applicable for pieces that are not missed or damaged by proper consumer.

### RETURN AUTHORIZATION

1. Do not attempt a return without first having obtained an ESSENTIAL HOME written authorization. ESSENTIAL HOME will not accept returns without prior written authorization.

2. Returned items must be in their original condition and packaging, and the Buyer shall prepay and be liable for all charges regarding the shipping of returned goods, including insurance. The 40% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

### ORDER CANCELLATION

1. Orders are not cancellable nor returnable after 5 working days since the 1st payment of the order. If the order is canceled within the 5 business days allowed, the amount already paid will be credited to the same entity that placed the order.

2. Changes in orders, returns or cancellations require prior written approval from ESSENTIAL HOME. In every other aspect (delay, client indecision, loss of projects, etc) the amount paid to ESSENTIAL HOME will not be refunded or credited as Credit Notes, and the client will lose any right to the merchandise. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

### CONTRACT / HOSPITALITY ORDER

1. ESSENTIAL HOME 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. 2. Please contact ESSENTIAL HOME for contract quotes.

### INTERNET POLICY

1. Dealer internet websites may neither advertise, nor in any way, display ESSENTIAL HOME name, logo, product images or any other proprietary company emblem or information without prior written consent from the company. Dealer websites may not display pricing lower than ESSENTIAL HOME's MSRP, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact ESSENTIAL HOME for further company guidelines on internet usage.

### PAYMENT CONDITIONS

1. Standard Product requires a 40% advance payment to start production.

2. Custom-made Product requires a 50% advance payment to start production.

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3. The production starts only after ESSENTIAL HOME has confirmed that the pro-forma invoice is signed/stamped by the Buyer and the advanced payment value has been received. The payment must be made by account transfer (in Euros or US Dollars) and the confirmation (receipt) of the transfer must be sent along with the signed and stamped invoice by fax (+351 22 488 71 70) or email (info@essentialhome.eu).
4. The lead time starts counting on the day the order proceeds to production.
5. Lead time: 8 weeks (FOR STANDARD PRODUCTS, DOES NOT INCLUDE SHIPPING TIME, see also LEAD TIMES).
6. The remaining amount must be paid until 3 days before the expedition date. ESSENTIAL HOME reserves the right to postpone the expedition date until full payment is received and confirmed.
7. All products are ESSENTIAL HOME's property until the payment is fully received and confirmed.

### ACCOUNTS

1. All accounts will only be registered once the first pro-forma is issued. The Buyer 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.

### PAYMENT DETAILS

#### ORDER ADDRESS

**Name:** Secret Brands, Lda

**Address:** Travessa Marques de Sá, 68 4435-324 Rio Tinto - Portugal

#### Company's Bank Address

**Name:** BPI Account EUR

**Address:** Rua Pedro Alvares Cabral, 865 Rio Tinto - Portugal

#### ACCOUNT NAME

Secret Brands, Lda

**IBAN** PT50 0010 0000 4763 9440 0017 7

**SWIFT** BBPIPTPL NIB 0010 000 476 394 400 01 77

### CONTACTS

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