

general terms and conditions

Article 1. **general conditions**

1. The following conditions are valid for all verbal agreements, contracts and other legal relations between Nature Squared N.V. (hereinafter "the seller") and our direct customers (hereinafter "the buyer").

Article 2. **prices and delivery times**

1. All conditions concerning prices and delivery times are either set out in our price lists (for standard products) or in our written quotes (for made to order items).
2. The seller reserves the right to delay the processing of an order until receipt or evidence of receipt of any agreed deposit is obtained.

Article 3. **verbal agreements**

1. Only written quotes or offers made by the seller are legally binding.
2. Only written contracts between the seller and the buyer are legally binding.

Article 4. **shipping**

1. All shipping is done by third party carriers, not by the seller.
2. Shipping costs are only included in the prices quoted where so specified in the price list or quote.
3. Any shipping arrangements and terms are documented in our order confirmations.

Article 5. **product information/inspection/complaints**

1. All our products are hand made and subject to variations in shade, shape, colour, warpage, surface finish, texture and size. These characteristics are inherent in the manufacture of these products and are in part what creates their distinctive beauty.
2. There will also be colour variation from samples and displays, as well as within your shipment. No two pieces are exactly alike. Each has unique variations which may include veining, markings, shadings, inclusions, chips or pits, depending on the material involved.
3. The above mentioned facts should be considered by the buyer prior to making the purchase decision.
4. It is the buyer's responsibility to verify the box count and condition of packaging before signing the bill of lading and note any box count discrepancies or damages to packaging immediately on the bill of lading before signing it.
5. The buyer understands that they and/or their representatives, general contractor, sub-contractor, installer or any person responsible to the buyer must fully open and inspect all goods upon delivery to the agreed delivery address.
6. In the event that any discrepancy or concealed damage is discovered, the buyer agrees to notify the seller in writing within 48 hours of delivery.
7. If the goods do not comply with our quality standards, the seller is only obliged to repair, to collect and replace the goods, or to reduce or reimburse the price. The seller is entitled to decide on the method of compensation.

Article 6. **returns**

1. Orders for made-to-order products are not cancellable and the related products are not returnable.
2. Installed goods are not returnable.
3. All returns subject to a complaint must be authorized in advance by the seller.
4. All returns must be properly packed by the buyer.
5. There can be no returns except with the written consent of the seller.



Article 7. liability

1. The seller is not responsible for damages caused by defects in the goods, including those resulting from incorrect advice.
2. The seller is not responsible for delivery delays caused by Acts of God, strikes, accidents, border/customs delays, traffic, natural catastrophes or other delays beyond the seller's control.

Article 8. warranty

1. The seller warrants the goods for one year, during which time the seller may remove and/or remedy any defects in the goods that do not arise from:
 - normal wear and tear,
 - inappropriate use,
 - inappropriate installation,
 - installation in an inappropriate environment,
 - large swings in ambient temperature,
 - exposure to excessive heat or light,
 - any other circumstances that do not constitute normal usage for the environment in which the goods are used.
2. The seller bears no responsibility beyond the price paid by the buyer for the materials received by the buyer.

Article 9. intellectual property and copyright

1. All designs, images, materials and documentation are protected by the seller's copyright and are the seller's property.
2. These cannot be copied or otherwise reproduced without the explicit written consent of the seller.

Article 10. reservation of title

1. The goods remain the seller's property until the buyer has paid the full price, including interest and other costs, where appropriate.
2. The buyer cannot transfer the goods to a third party without reserving title to the goods to the seller.
3. In the event of the buyer going into liquidation or receivership, the buyer must inform the seller and segregate any items that are either only partially paid or unpaid for from his own assets.
4. The buyer must adequately insure the goods against fire, water and theft for the replacement value.
5. The seller has the right to register any reservation of title either in Switzerland or in the jurisdiction relating to the business location of the buyer.
6. All marketing materials provided to the buyer by the seller remain the seller's property and the seller is entitled to their recovery at any time and at no cost.

Article 11. special provisions

1. The applicable law to all the above-mentioned verbal agreements, contracts and legal relations is Swiss law. The relevant Court is located in St. Gallen, Switzerland.

Nature Squared N.V., Curaçao (Netherland Antilles)
Swiss Branch, Zürcherstrasse 172, 8645 Jona, Switzerland

