

GENERAL SALES CONDITIONS

1. GENERALITIES

These sales conditions apply to all sales made by the company MOVIMAR - MÓVEIS DE COZINHA LDA, hereinafter referred to as MOVIMAR.

MOVIMAR may review these sales conditions at any moment, being effective immediately after their notification in writing to the Buyer.

The Buyer undertakes to accept the sales conditions in effect at the time of order acceptance by MOVIMAR.

Any other conditions that may be defined between MOVIMAR and the Buyer will only be deemed valid if made in writing and properly signed by a person with powers to bind MOVIMAR.

The range of standard products available and listed in the price table may be changed at any time without prior notice.

The technical data concerning the products included in the price list are presented for illustration purposes only.

MOVIMAR reserves the right to make any alterations deemed necessary to the products provided their basic characteristics are not affected. These may differ in shape and appearance regarding the technical catalogue's pictures but comply with the basic characteristics in terms of functionality.

Compliance with any possible samples must be understood as being limited as the product may have some variations (colours, materials, dimensions), caused by environmental factors (light, humidity, etc.) or others.

All sales made by MOVIMAR are governed by these sales conditions, except if otherwise established in writing.

No oral agreement or promise made by employees, agents or representatives not mentioned in these general sales conditions will be acknowledged.

2. AGREEMENTS POLICY

Agreements made directly or through agents or representatives will only be accepted by MOVIMAR when confirmed in writing and executed by a person legally binding MOVIMAR.

Agreements imply full acceptance of all sales conditions defined by MOVIMAR.

3. EXHIBITIONS, CATALOGUES AND SAMPLES

Exhibitions: All products subjected to special conditions for exhibition, regardless of the type, can only be used for that purpose and are the exclusive property of MOVIMAR until the latter states in writing its waiver.

Catalogues: All catalogues and other means of communication delivered are deemed as property of MOVIMAR and the use thereof will depend on their express authorization.

No copies and/or alterations, either in whole or partially, of these means of communication are authorized except if otherwise authorized in writing.

Pictures from the means of communication delivered are deemed as for illustration purposes.

Samples: All samples delivered are deemed as not binding. These may differ from the supplied product in terms of uniformity, colour, design or other characteristics.

4. WARRANTY

MOVIMAR's products have a 5 (five) year warranty. This warranty is limited to products entirely manufactured by MOVIMAR and covers material and manufacturing quality faults.

The warranty for products marketed but not entirely manufactured by MOVIMAR (electrical appliances, faucets, sinks, worktops, decoration furniture, melamines, HPL, veneer, formic, lacquer, etc) is the responsibility of the relevant manufacturers.

Items included in products supplied by MOVIMAR and not manufactured by it (handles, drawers, hinges, sliders and other fittings and fixtures) are covered by the warranties from the relevant manufacturers and are therefore not included in the warranty provided by MOVIMAR.

The improper use of the products (kitchens, closets, bathroom cabinetry or others), changes and/or alterations after the installation, possible variations of colour due to sunlight and the use of improper cleaning products cancel the warranty.

The warranty cannot be invoked for lack of uniformity of natural products supplied (variation in colour, grain of wood, lack of uniformity of wood veins, etc.).

5. QUOTES AND ORDERS

Regardless of their designation, quotes made by MOVIMAR have a validity of 30 (thirty) days after their issue.

Orders based on quotes must be made in writing addressed to MOVIMAR.

Orders can only be deemed as valid after acceptance by MOVIMAR, using for that purpose the approved forms.

All orders based on quotes (or a document pursuant to the supply conditions) are valid for a period of 120 (one hundred and twenty) days as of the date of their issuing/acceptance provided MOVIMAR is notified in writing within 30 (thirty) days of said acceptance/issuance, that the necessary working conditions are met for making any correction of measurements and start supply according to the referred deadlines.

6. PRICES

The prices included in the price table are in Euros and exclude taxes (e.g.: VAT) and fees (e.g.: transport fees, eco-value, etc..).

The prices indicated are ex-works (2640-486 Mafra/Portugal), not including transport, distribution, assembly or other works. Exception is made for costs deriving from specific supply agreements made in writing by MOVIMAR.

The price table deemed as effective is the one with the most recent issuing date and, except if otherwise stated, it becomes valid after 30 (days) after said issuing.

Invoicing of quotes accepted by MOVIMAR (or a document pursuant to the supply conditions) shall comply with the discounts granted and will be based on the supplied items.

7. ORDER CANCELLATION

The cancellation of orders without cost/penalty can only be accepted when requested in writing within 3 working days after date of acceptance of the order by MOVIMAR.

An order cancellation after 3 working days from the date of order acceptance by MOVIMAR will cause payment in full of the order price, being immediately issued the relevant invoice, being due on the same issuing date.

8. ORDER ALTERATION

Alterations to orders without cost/penalty can only be accepted when made in writing within 3 working days after date of acceptance of the order by MOVIMAR.

An order alteration after 3 working days from the date of order acceptance by MOVIMAR will cause possible payment in full of the initial order price, as well as the creation of a new order, being subjected to internal procedures defined for handling orders and a fixed administrative fee of € 100.00 (one hundred Euros).

9. DELIVERY TERMS

The normal delivery term for orders is 30 (thirty) working days for melamine and HPL, and 40 (forty) working days for varnished lacquered and veneered, from the date of acceptance by MOVIMAR; this deadline may however be subjected to delays deriving from breaks in stock and/or existing logistical problems.

MOVIMAR will not accept any type of penalty deriving from delays in delivery, regardless of their nature (strike by the institution or its workers, bad weather conditions, transport problems, or other).

The reduction of normal delivery term, if accepted by MOVIMAR, is subjected to an additional cost of € 100.00 (one hundred Euros).

10. STOCKAGE

All manufactured orders not delivered within 10 (ten) days, regardless of the reason imputable to the buyer, are subjected to an occupation fee amounting to € 1.00 for each m³ per day.

MOVIMAR reserves the right to issue an invoice from the 10th day upon the agreed delivery date.

11. SHIPMENT

Orders will be shipped under the buyers' responsibility, regardless of the shipment method. The buyer may accompany and monitor the shipment process for the relevant order.

12. PAYMENT

Invoices unclaimed in writing within a period of 8 (eight) days as of the date of their issue will be deemed as definitely accepted.

Payment of invoices shall only be deemed valid after effective reception of the paid amount, being the buyer responsible for delivering the payment at MOVIMAR.

Payments made to agents or representatives will only be acknowledged after submission of the relevant settlement document issued by MOVIMAR.

13. MANUFACTURING FAULTS

Any manufacturing fault, and/or other must be notified in writing within a maximum delay of 8 (eight) days after delivery of the order and must refer to the code included in the product label.

14. RETURNING GOODS

Orders returned by buyers must be accepted by MOVIMAR in perfect conditions and properly packaged and identified.

MOVIMAR reserves the right to reject any return that has not been previously authorized.

Effective return will be made upon approval by the MOVIMAR shipment responsible.

15. FAULTY COMPLIANCE

In case of default by the buyer regarding the general sales conditions, all existing agreements will be cancelled and all order supplies will be suspended.

In case such faulty compliance remains for a period exceeding 30 days, any pending orders will be subjected to the procedures defined for order cancellation.

MOVIMAR reserves the right of property of all goods delivered until complete payment of the agreed price. The buyer hereby undertakes to provide all necessary means for granting access to supplied goods to be returned to MOVIMAR, in case it decides to.

16. NOTIFICATIONS

All notifications to be made under these General Sales Conditions must be made in writing via registered letter, fax and/or email, with electronic stamp (in all cases, they will be deemed as effective upon reception date).

17. LITIGATION

The District Court of Lisbon is deemed competent for solving any problems with express waiver of any other court.

(Movimar)

(Client)