

Terms and conditions Espoo B.V.

General

1. 'Seller' Espoo B.V., with registered office at Kloosterstraat 75 - 77, 2000 Antwerp, Belgium and with company number 0871.262.908.
2. 'Buyer' the natural or legal person who accepts a quotation from Seller and/or purchases one or more product(s) in the store or via Seller's webshop.
3. 'Terms and conditions' mean the general terms of sale as listed in this document.
4. These terms and conditions apply to all sales and quotations made by the Seller. Unless otherwise agreed in writing and expressly approved by the Seller, the Buyer shall be deemed to have explicitly and irrevocably accepted these terms and conditions.
5. Any printing, typing or other errors or omissions in the sales brochures, price quotations, price lists, offers, invoices or other documents or information of Seller as for example on the website, can be corrected without any liability towards Seller.
6. Seller treats all personal data of former, current and potential customers confidentially and in accordance with applicable privacy laws. Customers can at any time request their data, have it corrected, modified or deleted and are informed via the privacy statement which can be found at <https://www.espoo.be/service/privacy-policy/> or can be requested at the sales counter.
7. The invalidity of any provision of these terms and conditions shall not affect the validity or enforceability of the other provisions of these Terms of Sale.
8. These Terms and conditions and all agreements between the parties are exclusively governed by Belgian law. In case of a dispute, the court of Turnhout is competent. In case the Buyer is a legal entity, the application of the 1980 UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

Quotation & order confirmations

9. After Buyer has signed the quotation or has explicitly confirmed the quotation via e-mail and after Seller subsequently explicitly accepts Buyer's order, the sale is concluded. The acceptance by Seller is done by sending an order confirmation or invoice to Buyer.
10. Each order shall require an advance payment of at least 40% of the full invoice amount. As soon as the Seller receives this advance payment, the order shall be placed with the supplier.
11. Buyer may make a change in the order or cancel the order in part or in whole up to 5 days after the conclusion of the sale. In the event of partial or full cancellation of the order, Buyer will owe compensation of 40% of the invoice amount. After this period of 5 days the entire invoice amount will be payable by Buyer in case of cancellation.
12. The Seller always reserves the right to no accept the Buyer's order or to cancel the sale that has been concluded without owing the Buyer any compensation. However, Seller is in this case obliged to repay sums already paid.

Price & payment terms

13. Except for the prices on the quotations and as long as Buyer does not explicitly accept the order, Seller reserves the right to change the sales prices at any time.
14. The prices of the products are always in euros and include VAT. Additional costs are always listed separately on the invoice.
15. The total price payable by Buyer shall be the price indicated on the order confirmation and invoice. Invoices are payable at the latest the day before delivery. If Buyer pays by bank transfer, Buyer must provide Seller with proof of transfer at the latest the day before delivery.
16. Seller retains the right of ownership as long as the invoice has not been paid in full. However, the risk shall pass at the time the goods come into the possession of Buyer, or a third party designated by Buyer.
17. If Buyer fails to make payment, the invoice amount will be increased by a default interest of 1.75% per month on the outstanding amount from the due date of the invoice until the amount due is paid in full.
18. Discounted products cannot be returned nor exchanged.

Deliveries

19. At Buyer's option, the order will be shipped to, or delivered and placed at, the address specified by Buyer. Buyer may also choose to pick up the order at the address designated by Seller.
20. For goods which are not in stock, Buyer is aware that (delays in) the supply to Seller is beyond Seller's control. Unless expressly agreed otherwise in writing, the delivery time indicated in the order confirmation is therefore purely indicative and not binding on Seller. As soon as a definitive delivery date is known, this will be communicated to Buyer.
21. In case the delivery is postponed at the Buyer's request, the full invoice amount must be paid immediately. In addition, storage costs will be charged at a rate of 1.5% of the invoice amount per 15-day period.
22. Seller may impose a forfeit of 185.00 Euros in case the delivery is postponed at Buyer's request 5 days before the scheduled delivery date.
23. In case the delivery at the agreed time cannot take place for reasons attributable to Buyer for example due to Buyer's absence, no proof of payment, no or insufficient access and/or parking possibility,...and Seller has to present himself a second time, Seller can impose a compensation of 185.00 Euros.

Warranty & liability

24. Seller warrants that the goods at the time of delivery comply with the then current sales specifications and are suitable for the use for which that type of goods usually serves. Seller shall not be liable for any defect due to normal wear and tear specific to the materials (textiles, leather, wood, mattresses, cushions, etc.), installation of the goods by non-qualified professionals, intentional damage, negligence, abnormal working conditions and/or improper storage. Showroom models are sold in the condition they are shown in the showroom.
25. Buyer must as soon as possible notify Seller (in writing) of any defect and at the latest within 2 months after discovery. If the defect becomes apparent during the first 2 years after the delivery date, it is assumed that the defect was already present

at the time of delivery. If the defect manifests itself 2 years after the delivery date, Buyer must prove that the defect already existed at the time of delivery. The Buyer undertakes to limit the damage as much as possible.

26. The legal warranty of 2 years starts from the moment the Buyer takes delivery of the goods or from the date of the first delivery request offered by the Seller. The Buyer's legal claim shall be time-barred within a period of 1 year after the discovery of the defect.
27. Seller's liability regarding defective goods shall be limited to refunding the purchase price, granting a discount or, where Seller prefers, replacing or repairing the defective goods. In no event shall Seller be liable for special, incidental or indirect losses and consequential damages. Nor can Seller be held liable in situations of force majeure. Notwithstanding the above, Seller's total liability shall in no event exceed the total amount of the corresponding invoice.
28. Buyer is liable for the full amount for damage done to the goods set up in Seller's showroom.

Webshop

29. In addition to the relevant clause 1 through 28 of these Terms and conditions, clauses 29 through 32 apply specifically to purchases made through Seller's webshop: <https://www.espoo.be/>.
30. Buyer may, within 14 days after receipt, return the ordered goods in the original, undamaged and original packaging (if possible), together with all accessories, the user manual and (a copy of) the invoice/delivery note at his own expense to: Espoo B.V., Kloosterstraat 75 - 77, 2000 Antwerpen, Belgium.
31. Buyer shall be liable for any diminution in the value of the goods resulting from handling the goods beyond what is necessary to establish the nature, characteristics and operation of such goods. Incomplete, damaged, used or soiled goods will not be taken back.
32. Seller will refund within 14 days of receipt the amount paid, excluding the cost of delivery.