

Terms & Conditions

Terms and Conditions are subject to change at any time, without prior notice. 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. By placing an order, it is implied that you accept our terms and conditions as listed below: Version dated 01/01/2017

PRICES

1. We reserve the right, without prior notice, to discontinue products or change specifications and prices on products;
2. Prices always refer to a single unit and VAT is not included in the price. Legal tax and fees must be subsequently added to the price;
3. The prices are EX WORK, Portugal. They don't include shipping, handling charges or assembly service;
4. Specifically, on Upholstery items, the price includes the standard fabric; in case a different fabric from MEMOIR's collection is required, the client should contact MEMOIR to enquire the price;
5. All pricing is determined by qualification of customer;

TAXES

1. All taxes and excises of any nature whatsoever now or hereafter levied 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.

PACKAGING

1. Packaging is always included in our price;
2. When mandatory the use of wooden box the client should instruct when placing the order;
3. If the client requires specific packaging, it will be charged accordingly.

ACCOUNTS & PAYMENT TERMS

1. All accounts will only be registered once the first pro-forma is issued;
2. Client has to provide valid company details such as: Billing name, Billing address, VAT number (company registration number or resale number).
3. A credit application accompanied by the client's certificate of resale is required to open an account;
4. Open credit terms will be considered on an individual

basis, after the first pro-forma order;

5. Pro-forma orders will require a 40% deposit with the order and the balance prior to shipping from Portugal (until 3 days before expedition date);
6. Customized pro-formas or orders above 100K with discount will require 50% deposit;

BENEFICIARY NAME: Mafalda Soares Unipessoal, Lda

BENEFICIARY ADDRESS: Travessa da Sarraipa, N° 6, 3850-564 Albergaria-a-Velha, Aveiro, Portugal

IBAN N. ° (€): PT50 0035 0379 00004081 330 96

BANK NAME: CGD – Caixa Geral de Depósitos

SWIFT: CGDIPTPL

BANK ADDRESS: Alameda dos Oceanos, 4.4.01 M, 1990- 221, Lisboa

7. Payment must be made by account transfer (in Euros €) and a confirmation (receipt) of the transfer must be send by e-mail: info@memoir.pt
8. Pro-forms should be signed and stamped by the client as a form of approval of the described content.
9. All pieces are the property of MEMOIR until payment in full is received.
10. MEMOIR reserve the right to defer the dispatch date until the balance of the o on a different lead time.
4. Lead time for orders with COM products only start once the fabric arrives at our office and is properly identified.
5. All fabrics must be identified with the proper document.
6. MEMOIR is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the client.
7. MEMOIR is not responsible for delay in production time if there is failure in submitting the confirmation (receipt) of the transfer.

FORCE MAJEURE

1. All quoted completion and delivery dates are estimates only.
2. Manufacturer shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Manufacturer'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

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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.

3. 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.

FREIGHT POLICY & DAMAGE CLAIMS

1. The transports made by MEMOIR are assured. If transportation is arranged by MEMOIR, fees will be charged separately from the product(s) value, white glove service is not provided in the quotation. All products are carefully packed and inspected prior to shipment.

2. The waybill is assigned to the purchaser at the time the goods are picked up by the carrier in Portugal. The refusal of damaged merchandise in no way relieves the client of responsibility for payment of goods.

3. MEMOIR is not responsible for loss or damage in transit. Should visible or concealed damage occur in transit, order is received.

PRODUCT & STORAGE FEES

1. MEMOIR reserves the right to apply a warehouse fee except for mutual agreement between both parties.

2. Upon completion additional storage fees of 5% of total invoice price per week will be charged to store merchandise if outstanding invoice balance is not paid in full and shipping arrangements have not been made within fifteen (15) business days from the date of product reception from Manufacturer.

3. The 5% charge will be compounding each week until outstanding invoice is paid in full and shipping arrangements have been paid.

LEAD TIMES

1. All quoted completion and delivery dates are estimates only.

2. Production time is between 10 to 12 weeks, delivery time is not included.

3. For pieces with custom specifications or orders of large quantities MEMOIR reserves the right to agree with the client immediately notify the delivering carrier with initial notification of intent to file a claim. Please note: Any damage should also be communicated to MEMOIR during the first 48 hours after receiving the

order; photographic evidence of the damages should be sent via email to info@memoir.pt.

4. Failure to report concealed damage within fifteen days of receipt will result in the denial of your claim. Proving that any damage in the piece(s) requires replacement, MEMOIR compromises to exchange the damaged part/piece integrally within a period agreed with the client. It is mandatory to receive the damaged part/piece before replacing it by the new one.

5. If the client chooses to transport the product(s) by his own methods or means, MEMOIR will be free of any charges or responsibility over events that might occur during transportation.

RETURN AUTHORIZATION

1. MEMOIR does not accept returns. It is within our sole discretion as to whether to accept returns of merchandise.

2. Items returned without our prior authorization will be refused at buyer's expense.

3. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance.

4. The 40% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

ORDER POLICY

1. Email orders are the best way to send in your order. All orders must be submitted in writing by including a purchase order number, job or customer name.

2. An order confirmation will be sent out within 24 hours by email. Merchandise is manufactured upon the receipt of the order and deposit of 40% of the order value.

3. Cancellations will not be accepted after 5 working days from the order issue date. The amount already paid will be credited (MEMOIR Credit Note) to the same entity that was ordered from us.

4. Changes in orders, returns or cancellations require prior written approval from manufacturer. In every other aspect (delay, client indecision, loss of projects, etc.)

the amount paid to MEMOIR will not be refunded or credited as Credit Notes, and the client will lose any right to the goods.

5. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

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CUSTOM ORDER

1. These orders will necessitate special pricing based on quantity and features.
2. All custom designs are subject to a non-refundable design fee plus any customization charges. In specific cases of customization, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be noticed of any said fees.
3. For pieces with custom specifications we reserve the right to extend the listed lead time.
4. Custom orders are not returnable under any circumstances. If a custom order is received produced incorrectly (i.e.: wrong finish or fabric) MEMOIR reserves the right to reproduce or repair the current merchandise prior discussing a return. All custom order returns due to production issues will be handled on a case-by-case basis.

CONTRACT/HOSPITALITY ORDERS

1. MEMOIR 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 MEMOIR for contract quotes.

CODE COMPLIANCE

1. MEMOIR makes no representation that its products comply with any or all local building codes. It is the Buyer's responsibility for determining local code compliance.

INTERNET POLICY

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

DISTRIBUTION POLICY

1. We reserve the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on our ability to compete and sell within a market area.

PRODUCT

1. Each MEMOIR design is hand crafted. While every effort is made to maintain uniformity, slight variations may occur.
2. MEMOIR is free of committing any design improvement without notification. Images on catalogue or website may vary from the final product. We work every day to enhance the quality of our products aesthetically, usability and reliability.
3. For custom requirements every case will be assessed individually by our design team. If a custom drawing is required there will be a fee applied to the service.

CLEAN & CARE

1. We offer the following care advice to provide you with peace of mind and allow you to look after your furniture in the best possible way.
2. Remove dust pieces using a clean, soft, lintfree cloth such as a cotton diaper. Do not use a sponge or dishcloth. We advise the use of a water based cleaning agent only.

STOCK

1. We keep a reasonable number of products available for shipment. To get hold of our Ready to Ship list, please contact one of our Sales and Product Specialists or access through this link: Ready to Ship.

WARRANTY AND DISCLAIMER

1. There are no warranties with our products. When issues arise, MEMOIR reserves the right to determine whether a replacement or repair is most appropriate.

SAMPLES

1. MEMOIR has samples available of all its standard finishes, for hard case and fabrics. If the clients wish to acquire any of the finishes they should contact, via email at info@memoir.pt in order to purchase them.

COPY RIGHTS

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