

The prices are in Euro, VAT excluded.

1. Adjournment of the standard terms of sale.

1.1 > In any moment and without any previous notice, MB Interiors may adjourn its conditions of sale, the price of its products, giving the relevant notice in writing by sending the new standard terms of sale which shall automatically replace those previously in force after 30 days from the date of receipt by their recipient.

1.2 > MB Interiors reserves also the right to make any technological and esthetic improvement to its Products, including modifications to the dimensions and materials, as well as to cease the production of one or more Products.

2. Selling Price and Payment terms.

2.1 > The sales price are comprehensive of normal standard packaging, whilst for special packaging (including wooden crates) agreed in writing, costs and expenses will be wholly at the charge of the customer.

2.2 > Payment terms: 50% down-payment to confirm the order and balance before loading. Bank Instruction to be used:
IBAN: IT83T0103002828000000551238
BIC: PASCITM1W25
BANK: M.P.S Ag.31 - Firenze

3. Delivery.

3.1 > The Products will be delivered ex works, unless otherwise agreed in writing.

3.2 > If the delivery is agreed to the warehouse of the distributor or to the end customer, the delivery shall be made at street level, without assembly and without wasting of the packaging, unless otherwise agreed in writing.

3.3 > The deadlines for the delivery specified in the Order shall be deemed non-essential and they represent the best forecast of the date of delivery (in the case of delivery ex works) or shipping (in the other cases) of the Products.

3.4 > MB Interiors shall not be liable for delays in delivery due to force majeure or fortuitous event.

3.5 > If the Client delays in accepting the delivery of one or more goods encompassed in the Order, it shall pay to MB Interiors the storage expenses, agreed in Euro 0.50 per cubic meter for each day of delay, in addition to the price agreed in the Order and to the interests accrued, pursuant to the following article.

3.6 > If the delay in accepting the delivery exceed 60 days, MB Interiors shall have the right to terminate the Order by written notice to the Client.

3.7 > The goods are shipped along with the Invoice. Any additional document, such Certificate of Origin or invoice stamped and signed by Italian Chamber of Commerce must be required in advance, in the Purchase Order. MB Interiors charge a forfeit cost of euro 50,00 for each additional required document. This cost includes also courier delivery of the documents to the client's address.

4. Quality of Products.

4.1 > MB Interiors warrants the quality of its Products and undertakes to make any repairs and/or replacements of parts in case of manufacturing defects.

4.2 > Repairs and replacements due to standard wear and tear or to lack of periodic checks or maintenance of the Products, or to use which turn to be improper or negligent or not compliant with the requirements of the product sheet are excluded from the warranty.

4.3 > Furthermore, any warranty for wrong installation or maintenance or repairs made by unauthorized third parties or with damaged or not original spare parts is excluded.

4.4 > The colors of the leather and the fabric samples are to be considered

indicative as it is technically impossible to keep the same tonality, which can change from lot to lot. Eventual leather imperfections are normal characteristics of the leather quality itself. By confirming the order, the customer accepts any tolerances for color and grain.

4.5 > Many wood and metal finishes are applied by hand and may vary in color, tone and character. While MB Interiors will make every effort to match a finish, no guarantee can be made of an exact match. MB Interiors does not guarantee finishes against fading and oxidizing. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. The Products are handmade, and therefore are subject to slight variations.

4.6 > The upholstered items are not fire resistant, unless required in written by the client and with an extra cost, which will be indicated in the official order confirmation.

5. Complaints.

5.1 > At the time of delivery of Products, the Client must check that the parcels are intact and that the quantity corresponds to that shown on the accompanying documents referred to the Order. In the case of any inconsistency, the Client must note its reserves in the delivery's documents, otherwise the Products shall be deemed delivered intact and in the same quantities agreed in the Order.

5.2 > Any complaint relating to a Product must be sent in writing by and no later than 8 days from the receipt of the same Product, under penalty of forfeiture of the relevant right. Under the penalty of inefficacy of the complaint, the defect must be detailed and documented through digital photos highlighting the alleged defect.

5.3 > For damages due to the transportation, the carrier's insurance shall respond only in the event that the damages are detailed and timely raised. In particular: (i) for damages immediately detectable by the Client, the reserve must be noted on the delivery documents at the presence of the carrier; (ii) damages non-immediately detectable must be noticed in writing to MB Interiors and to the carrier in copy by and no later than 5 days the receipt of goods, in accordance with the procedures referred to in Article 5.2 above.

5.4 > Any returns must be authorized in advance in writing by MB Interiors and returned in carriage free, duly packed.

5.5 > In case of identified defect of a Product, the replacement of the same at care and expense of MB Interiors shall be the only remedy available to the Client.

6. Miscellanea.

6.1 > Sales of MB Interiors' Products are regulated by these standard terms of sales, which integrate the terms and conditions from time to time agreed in the individual Orders. In the event of any discrepancy between one or more provisions of these standard terms of sale and an Order, the terms and conditions set forth in the latter shall prevail.

6.2 > Once entered into, any Order shall cause any prior agreements and understandings reached in any form with the Client to be ineffective and not opposable to the latter, save as otherwise agreed in writing.

6.3 > Any Order may be modified only by way of a written instrument, undersigned by MB Interiors and the Client.

7. Applicable law and Jurisdiction.

7.1 > The Orders and any aspect referred to their negotiation and performance shall be regulated by Italian law.

7.2 > Any disputes between MB Interiors and the Client concerning an Order or in any case arisen from the same shall be submitted to the exclusive jurisdiction and venue of the Court of Florence, Italy.