

decustik® GENERAL SALES CONDITIONS

These general sales conditions will apply to offers and sales made by Mecanitzats de la Fusta Kim, S.L., with registered office at C/ Sant Isidre 3, Torelló and Tax Id no. B62008610, trading under the name of “decustik®” and proprietor of the brand names MECAKim and decustik®, hereafter referred to in this document as decustik®.

1. Validity of offers

Each offer is valid for three months from its date of issue, unless a different validity is expressly agreed, and for planning deliveries not exceeding 6 months from the date of issue.

2. Ordering procedures

An order is considered formalised when the quotation and general conditions, signed and stamped by the Purchaser, are received in our offices. Normal delivery times are between 4 and 10 working weeks. These periods are given merely as an indication and will be specified on acceptance of the order, after settling all the technical specifications of the project.

3. Responsibility for the correct specification of the products commissioned

decustik® makes its acoustic and decorative panels with a high degree of personalisation, following the Purchaser’s specifications, used as the basis for the quotation.

The Purchaser is responsible for seeing that the specifications requested meet the required conditions for the works in question. The Purchaser can make changes to the initial order provided that they are asked for in writing, that production has not been started and that decustik® expressly accepts the changes. A change to the initial order may lead to a change in the delivery date and will be the subject of an additional quotation which will in turn need to be accepted by the Purchaser.

We recommend commissioning a quantity of material greater than is strictly necessary in order to prevent replacements due to incidents during assembly or other problems, with the order prepared as a single consignment to minimise the colour variations natural in wood.

4. Place of delivery and transport

decustik® will advise the Purchaser of the delivery date for each order with notice of at least seven (7) days. In the case of very large orders (greater than approx. 500m²) the programming of deliveries must be agreed by both parties.

Except where specified otherwise in the offer, prices are Free Carrier Torelló – Barcelona, the Purchaser therefore being responsible for transport, insurance and proper care of the products after leaving the delivery point.

The Purchaser is responsible for communicating within at least two working days any problem foreseen for collection or transport of the material on the dates and in the agreed conditions. Any expense caused by delays in collecting material will be for the Purchaser’s charge.

5. Reception of Material and Conformity

The Purchaser will receive the material and, in evidence of receipt, the appropriate delivery note or equivalent document will be signed by the carrier.

If the Purchaser rejects receipt of the material without good reason or does not collect it in due time and form, decustik® will store the material for the Purchaser's account and risk for a maximum period of thirty (30) days, without prejudice to its right to obtain financial compensation for the loss and damages caused by refusal to accept the material, this including the storage expenses.

6. No conformity of material delivered.

In the event that the material, whether due to quality, specifications or quantity, does not match the quotation accepted by the Purchaser, the latter will notify decustik® as soon as possible, setting out the grounds for the presumed lack of conformity or faults in the material. In every case, it will be considered that the Purchaser has accepted the material once 30 days have passed from reception of the goods in its premises or on the site where the material is to be installed, if this is the first destination.

No claims will be accepted once the panels have been installed.

7. Responsibility of decustik® for hidden faults

Without prejudice to the above with respect to possible apparent faults, decustik® guarantees all its products against hidden manufacturing faults for a period of 2 years from delivery date.

8.- Exemption from liability

The Purchaser undertakes to follow strictly the "conditions of transport, storage, installation and maintenance" given by decustik® and published in our web.

In no case will decustik® be liable for faults resulting from inadequate transport, storage, handling or assembly of the material. It will be the Purchaser's responsibility to demonstrate the nature of such faults to the satisfaction of decustik®. The natural variations and changes affecting the materials are not considered faults.

decustik®'s liability will in any case be limited to replacement of defective materials.

9.- Where installation of the material is commissioned from decustik®

The place indicated by the Purchaser as the destination of the material, on the installation date given in the quotation, will be in perfect condition for the work described in the quotation to be carried out. Any delay in execution of the contract caused by lack of preparation for the premises will be accepted by the Purchaser.

The premises will be equipped with adequate means as required for correct installation of the material, together with all the supplies needed (electricity, water, delivery of goods, etc.) for the task. Any delay in execution of the contract caused by the lack of these supplies will be accepted by the Purchaser.

10. Payment

The material will be invoiced on completion of its manufacture. The invoices will be settled according to the payment conditions agreed in the quotation. Where not agreed otherwise, payment will be in advance and will take place prior to delivery of the material.

11. Cancellation of orders

In the event that the Purchaser cancels the order before its manufacture has been started, decustik® reserves the right to invoice the Purchaser for the cost of expenses incurred up to that point, plus 20% of the value of the goods the subject of the contract. Once manufacture has started, the Purchaser cannot cancel the order.

12. Postponements and cancellations due to force majeure

In the event that decustik® cannot fill the order in the terms agreed with the Purchaser due to force majeure, understood as: non-availability of raw materials, fire, flood, earthquake or other natural disaster, war, civil uprising, strike, government law or regulation including a prohibition on marketing and any other cause outside the control of decustik®; provided that decustik® asserts such causes as evidence for lack of compliance with any of its obligations, has applied all its care and done everything possible to avoid such events and has communicated formally and immediately the existence of such events to the Purchaser, decustik® can postpone delivery of orders outstanding for a maximum of thirty (30) days or cancel them in the event of being obliged to exceed that period. The Purchaser can also cancel the order in the event that the situation of force majeure lasts for more than thirty (30) days after the delivery date initially scheduled.

13. Law applicable and resolution of conflicts between the parties

These general sales conditions will be governed by Spanish Law.

Any controversies or conflicts between the parties in relation to the interpretation of this contract, the offer made by decustik® or any other document linked to both will be submitted to the exclusive jurisdiction of the courts of Barcelona.

The Purchaser

decustik®

Signature and seal