

The terms and conditions stated herein shall govern all sales of products made by Fratezi Lda. – Frato Interiors. Regardless of any terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser") these Sales Order terms and conditions shall apply to all orders placed by Purchaser with Frato Interiors. Frato Interiors hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the Agreement and shall not be binding on Frato Interiors.

1. QUOTATIONS

Unless otherwise stated, all Frato Interiors quotations are valid for a period of sixty (60) days from the date of quotation. All quotations of product prices shall be Ex Works Maia. All freight and insurance will be the responsibility of Purchaser.

2. PRICES

We reserve the right, without prior notice, to discontinue products or change specifications and prices on products. Prices always refer to one unit and are Ex-Works Maia, Portugal. All pricing is determined by qualification of customer. Packaging is always included in our price; however if the customer requires specific packaging, it will be charged accordingly.

3. SALES ORDERS

Unless otherwise specified, no Frato Interiors products will be shipped until Purchaser has submitted a written purchase order. Order confirmations for orders shall state: the sales order number, the Frato Interiors products ordered, including model numbers, if applicable; quantity; approximate shipment date; billing address; product prices and payment terms. Frato Interiors will issue an invoice to Purchaser upon shipment of the products to Purchaser.

4. PAYMENT TERMS

Payment terms are set forth on the Order Confirmation. Unless agreed previously, consists of a 25% down payment of the whole order upon order confirmation and 75% balance payment of the whole order before shipment. Unless stated differently, all payments shall be made in Euros by wire transference.

5. DELIVERY DATE

Any date of delivery is only an estimate of the date of delivery, not a guarantee of a particular delivery date.

6. CANCELLATIONS

Purchaser's Sales Order shall not be subject to cancellation, changes or reductions in amount, or suspension of deliveries once the order and down payment is confirmed.

7. FINISHING DETAILS AMENDMENTS

Alterations, amendments or any corrections made subsequently to the order confirmation need to be confirmed in writing by Frato Interiors customer representatives.

8. ERRORS OR OMISSIONS

Errors or omissions in any Frato Interiors quotation, acceptance, packing list or other document shall be subject to correction at Frato Interiors' discretion.

9. FINISHING CHOICES

All materials are chosen by the purchaser prior to order confirmation. Frato Interiors engages as the producer of a choice made by the purchaser. References, sizes, details and all specifications should be confirmed by the purchaser prior to order confirmation.

10. VARIATIONS

Please note that there may be variations in shade due to natural origin of wood, leather and fabric materials. Digital or printed image colours can also be slightly different from the originals.

The same way minor size variations within commercial tolerance may occur. It should be the purchaser's responsibility to consider these minor variations prior to order confirmation.

11. PURCHASER'S DUTIES AND RESPONSIBILITIES

By accepting delivery of any Frato Interiors' products, the Purchaser agrees to use that product only for its intended use as furniture including furniture for resale. The Purchaser assumes, without limitation, all risk of injury, damage, or otherwise arising out of any use other than the intended use of a Frato Interiors' product.

12. INSPECTION AND ACCEPTANCE OF PRODUCT

Purchaser shall notify Frato Interiors' customer service department within forty-eight (48) hours of receipt of Frato Interiors' products regarding any defect or deficiency therein, including questions regarding the Order Confirmation, misshipments or lost or damaged shipment. Failure to provide such notice to Frato Interiors shall be deemed acceptance of such Frato Interiors products as complete and

satisfactory to Purchaser. Therefore it is incumbent on Purchaser to inspect the products at the time of arrival, and note all damages or possible concealed damages before signing the delivery note. If the product arrived damaged, please contact Frato Interiors within the 48 hour timeframe and provide pictures and details of the damages in written form. All defective products that are returned to us must be packed in original boxes with original packing material.

If customer refuses any product, the customer must notify Frato Interiors of such refusal in writing within 48 hours of receipt of such product and will return the product to Frato Interiors in the original condition and packaging, otherwise customer shall be deemed to have accepted the product. In the event of a problem with a shipment the purchaser should immediately notify Frato Interiors of any such problems so that the parties can have a timely opportunity to address any concerns and amicably reach a solution.

Frato Interiors appreciates the exercise of common business courtesy by the purchaser.

13. FREIGHT AND RISK OF LOSS

All products are carefully packed and inspected prior to shipment. The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods. Frato Interiors provides an ex-works service thus not being responsible for any loss or damage in transit. Upon request, Frato Interiors has the courtesy to assist clients with transport details but in no case is responsible for the carriers' performance. Shall that be the case, delivery is made door-to-door on ground floors only. Risk of loss shall pass to Purchaser upon delivery by Frato Interiors to the carrier. Purchaser will be responsible for all shipping costs including costs of insurance for shipping of the products. Frato Interiors will provide reasonable cooperation should Purchaser assert a claim against any carrier or insurance company to recover any loss of product during transit. Claims for freight damage must be made within 48 hours of receipt of goods. Digital photographs of damaged goods and boxes/crates will be required. All damaged crates/packaging shall remain in place until claim with carrier is settled. Signed delivery note must be presented upon the claim's submission. Signature of receipt by the Purchaser's agent or employee constitutes full acceptance of all packages stated on the bill of lading or electronic clipboard in as is condition. Frato Interiors shall not be liable for any delay in shipment for any cause, nor shall any delay entitle the Purchaser to cancel any order after its shipment.

14. CLAIMS, RETURNS AND EXCHANGE POLICY

Purchaser shall not be entitled to return products without Frato Interiors' written approval.

Frato Interiors' makes sure to take all possible measures to ensure your orders ships and arrives in the best condition possible. In case of damages in end-user's location, it is end-user's responsibility to keep the package, provide all necessary claim materials and prepare the product to be picked up.

All defective products must be returned in the original packing material. Frato Interiors will only allow the return by Purchaser and the replacement of manufacturing defective products. In case of manufacturing defect, replacements will be provided for cost or free of charge, and will be available for pick up from our warehouse only. Frato Interiors does not issue cash refunds. Shipping charges are not refundable. Frato Interiors is not responsible for the damages caused by the freight company. Frato Interiors does not accept or honour charge-back, debits, returns, offsets, deductions, or claims without our express written consent.

15. STORAGE

Unless expressly stated otherwise in writing, after completion of the order the purchaser is bound to have the final remittance concluded and shipment will take place as soon as there's freighters availability. Frato Interiors may not assure storage of any purchased goods. At Frato Interiors discretion, further expenses will be undertaken by the purchaser in case there's no collection/availability to have the merchandise dispatched.

16. INTELLECTUAL PROPERTY

The name of Frato Interiors, logo or the other trademarks may not be used in any way, without prior written permission from Frato Interiors. Frato Interiors prohibits use of Frato Interiors logo as part of a link to or from any site unless such link is approved in advance by Frato Interiors in writing.

17. LIABILITY

In no event will Frato Interiors' liability for any breach of this Agreement be more than the amount of the Sales Order which is the subject of the alleged breach.

18. GOVERNING LAW

English law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between Frato Interiors and Purchaser. The United Nations Convention on Agreement for the International Sale of Goods shall not apply to transactions between Frato Interiors and the Purchaser.

19. ATTORNEY'S FEES

If Frato Interiors is the prevailing party in any suit or other legal proceeding between Purchaser and Frato Interiors, Frato Interiors shall be entitled to its reasonable attorney's fees and costs incurred therein.

20. FORCE MAJEURE

All Order confirmations are subject to strikes, labour problems, lockouts, contingencies of transportation, failure of usual source of supply of fuel, shortage of materials, accidents, product delay or any other problems beyond Frato Interiors' control such as natural disasters. Frato Interiors shall not be responsible for such events and will make every reasonable effort to ship the products once the delay is rectified.