



PTMD GENERAL CONDITIONS OF SALE

Article 1. Definitions

In these General Conditions of Sale, the terms listed below shall have the following meanings:

PTMD: Pot & Mand B.V., established in Oud Gastel at Pietseweg 13A, (4751 RT) the Netherlands.

Buyer: The natural person or legal entity with whom PTMD has entered into a purchase agreement or who has awarded PTMD a contract for the performance of work.

Article 2. Applicability

2.1 These General Conditions of Sale apply to all written and verbal requests, offers and agreements concerning the sale of products or the performance of work by PTMD for the Buyer.

2.2 Any reference to these General Conditions of Sale in an agreement between the Buyer and PTMD shall always be considered the first reference, and these General Conditions of Sale shall therefore apply. The applicability of any general terms and conditions of the Buyer is explicitly rejected.

2.3 If at any time the Buyer has entered into an agreement with PTMD to which these General Conditions of Sale apply, the Buyer is deemed to have tacitly accepted the applicability of these General Conditions of Sale to future agreements with PTMD.

2.4 These General Conditions of Sale are stipulated for the benefit of any third party who, whether or not as an employee, is involved in the execution of a sale agreement or an agreement for the provision of services, or who is or may be liable in connection therewith.

Article 3. PTMD products

3.1. PTMD designs home accessories that are hand-crafted, particularly in the Far East, using traditional production processes. The PTMD Collection includes products made from various natural materials, such as earthenware, wood, iron and cement. All products are hand-crafted and therefore have their own unique appearance. Traditional production processes may result in slight deviations in the products, such as differences in colour, size and the grain of the wood, which nevertheless determine the charm of the products. This means that the products may differ from photos, samples and the images on the website. Due to the hand-crafted production process and the use of natural materials, we cannot guarantee that the products will be waterproof.

3.2 PTMD also supplies products that are not hand-crafted, such as but not limited to paints, candles and soaps. PTMD cannot be held liable with regard to these products since the method of handling, use and application are beyond its control.

PTMD collection®
Pot en Mand BV

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3.3 PTMD also supplies furniture, such as but not limited to chairs, tables and sofas. Natural materials are also used for tables, which means the products may differ from photos, samples or images on the website.

Article 4. Prices

4.1 PTMD sets a minimum order amount that varies per country. Orders above this minimum amount include dispatch and transport costs. Orders below the minimum amount exclude dispatch and transport costs. Unless otherwise agreed, orders exclude any sales tax that is payable in connection with the agreement. This sales tax is charged separately. Products purchased in the Unique Vintage Store always exclude dispatch and transport costs.

4.2 If the cost price of the products ordered or work performed increases between the time the agreement is made and the date of delivery or completion, PTMD is entitled to increase the prices accordingly.

Article 5. Payments

5.1 Payments must be received no later than thirty (30) calendar days after the invoice date, unless otherwise agreed. Payment shall be made via invoice or by transfer by means of a direct debit mandate provided by the Buyer to PTMD.

5.2 In the event of late payment, the Buyer shall owe 2% interest per month on the unpaid portion, without any notice being required. Forfeited unpaid interest shall also bear interest after one (1) month. Any legal or extrajudicial collection costs incurred by PTMD shall be payable by the Buyer and are set at a minimum of 1.5% of the invoice value.

5.3 If payment is not made in time, PTMD is entitled to suspend execution of the agreement until full payment has been received or to terminate the agreement in whole or in part. This does not affect the right of PTMD to compensation.

Article 6. Delivery

6.1 Any delivery dates given by PTMD are always indicative and never binding.

6.2 PTMD shall only be in default if, after a reasonable period set by the Buyer in writing, it has not or not fully met its obligations towards the Buyer due to circumstances for which it can be held responsible. The Buyer is then authorised to terminate the agreement insofar as it cannot reasonably be expected to maintain it. The exceeding of a delivery period shall not entitle the Buyer to compensation.

6.3 PTMD is authorised to make partial deliveries. The Buyer is obliged to take delivery.

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Article 7. Cancellation

7.1 Orders may only be cancelled in writing.

7.2 PTMD is entitled to charge a cancellation fee if (pre)-orders are cancelled:

- If an order with a delivery period exceeding two (2) months is cancelled, the Buyer does not have to pay any costs.
- If an order with a delivery period within two (2) months is cancelled, the Buyer owes 25% of the order amount.
- If an order with a delivery period within one (1) month is cancelled, the Buyer owes 50% of the order amount.
- Commission furniture cannot be cancelled.

Article 8. Transfer of risk and ownership

8.1 The risk relating to the products is transferred to the Buyer at the time of delivery, unless otherwise agreed. The products are dispatched at the risk of PTMD, unless the transport is organised by or on behalf of the Buyer.

8.2 The Buyer is responsible for checking the packing slip upon delivery. A signed delivery note serves as proof that the products have been received. Complaints regarding quantities and packaging damage will not be accepted if the packing slip has been signed.

8.3 The ownership of products that have been delivered shall only transfer to the Buyer when the Buyer has paid all that it owes to PTMD for the delivery of that product or any other product delivered or to be delivered or the performance of work by PTMD to the Buyer, including interest and costs.

8.4 PTMD is entitled to take back products that have been delivered without further notice of default if payment does not take place in time. The Buyer provides PTMD with authorisation in advance to enter all parts of the premises of the Buyer.

8.5 The Buyer is not authorised to alienate, pledge or encumber the products that are subject to retention of title, other than in the ordinary course of its business.

Article 9. Non-attributable failure

9.1 Any failure to perform an obligation is not attributable if this results from or is related to circumstances beyond the control of PTMD. Such circumstances include but is not limited to: war or a similar circumstance, mobilisation, revolts, sabotage, acts of terror, fire, lightning strikes, implosion or explosion, natural disasters, extreme weather conditions, strikes, occupations, boycotts or blockades and measures by national or foreign governments.

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9.2 If PTMD is not permanently unable to perform an obligation, the Buyer may only terminate the agreement after a period of sixty (60) consecutive calendar days has passed during which PTMD was unable to perform.

9.3 If PTMD incurs extra costs in performing the agreement due to circumstances beyond its control, PTMD is entitled to reasonably pass these costs on to the Buyer.

Article 10. Complaints

10.1 Upon delivery, the Buyer is obliged to inspect the delivered products and work performed to establish whether there are any shortcomings. If this is the case, the Buyer must inform PTMD in writing within seven (7) days of delivery or completion. Subsequently, the delivered products may be returned either at the expense of PTMD or collected by PTMD from the Buyer at the place of delivery, at the discretion of PTMD. The goods must be returned in their original condition and packaging

10.2 The Buyer is entitled to have any shortcoming in a product delivered or work performed remedied free of charge by PTMD, either by repair or replacement, at the discretion of PTMD, provided the following conditions are met:

the shortcoming is the result of a cause attributable to PTMD;
the shortcoming is communicated to PTMD within seven (7) days of delivery or completion;
performance is not permanently impossible.

However, outlet products purchased at a discount are excluded from the entitlement to have a shortcoming remedied.

Upon receipt, the Buyer must check the delivered pallets against the packing slip and sign for receipt. At such time as the packing slip is signed for approval, the Buyer can no longer hold PTMD liable for missing products.

10.3 An agreement may only be fully or partially terminated due to an attributable shortcoming of PTMD if the Buyer cannot reasonably be expected to uphold the agreement.

10.4 On the basis of the CBW-approved conditions for Homeware Stores, the right to compensation for furniture lapses between the customer and the supplier two (2) years after purchase.

Article 11 Liability

11.1 Any damage suffered by the Buyer for which PTMD is liable shall only be compensated to the Buyer in accordance with the following provisions, irrespective of the grounds on which the claim for compensation is based.

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11.2 PTMD shall pay for damage insofar as this relates to personal injury and/or property damage. In any case, no compensation shall be paid for consequential loss, loss of income or profit, loss due to stagnation or delay in business operations, loss due to loss of production, loss of working hours and/or labour costs incurred unnecessarily, additional costs incurred on purchases from third parties, loss due to missed savings, contracts or discounts and penalties.

11.3 PTMD is never obliged to pay more than the invoice value excluding sales tax.

11.4 The right to compensation for damage shall lapse if it is not invoked in writing within seven (7) days of delivery of the products, completion of the work or expiry of the agreed period for delivery or completion.

Article 12. Intellectual property rights

12.1 PTMD reserves all rights, including intellectual property rights, with regard to products sold and information made available to the Buyer in the context of realising or executing the agreement. This information includes but is not limited to: drawings, diagrams, designs, calculations, descriptions, software, user instructions and any other related documentation.

12.2 The information may not be disclosed to third parties without the prior written consent of PTMD, and may only be used by the Buyer in the context of realising and executing the agreement.

Article 13. Images and specifications

13.1. All images, such as photos and drawings, and technical specifications, such as weight, size and colour, provided in PTMD information materials or on the website of PTMD are for information purposes only. Any deviations from this do not constitute a shortcoming attributable to PTMD.

Article 14. Applicable law and competent court

14.1 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is binding on all offers by and agreements with PTMD to which these General Conditions of Sale apply.

14.2 All disputes between the Buyer and PTMD, including disputes that are only considered as such by one of the parties, shall be submitted to the competent court in the district of Rotterdam, the Netherlands.

14.3 In the event of a difference of opinion about the interpretation of the text of agreements between the parties, or these General Conditions of Sale if they are translated, the Dutch text of these General Conditions of Sale shall be binding and the court shall decide on the basis of this text.

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