

# AMBIENCE

HOME DESIGN

## **TERMS AND GENERAL CONDITIONS OF SALE AND INSTALLATION BY AMBIENCE HOME DESIGN S.L.**

### **1. GENERAL CONDITIONS**

- 1.1- Ambience Home Design S.L. accepts your order. The acceptance of your order creates an agreement between you and Ambience Home Design S.L., by virtue of this agreement the relations between both parties will be governed with full submission to these general conditions of sale of furniture and installation by Ambience Home Design S.L. Consequently, any order and acceptance of delivery, presumes the knowledge and acceptance by you as buyer of the general conditions of sale and those conditions that are specific to the item (s) purchased.
- 1.2- It is the client's obligation to ensure that we are provided with accurate and complete floorplans if we are unable to enter the property. Any costs arising from a discrepancy between the plans and the final constructed measurements will be borne by the client.
- 1.3- The description and measurement of items are for guidance only and can be modified by the manufacturer in order to improve their technical or design characteristics. AMBIENCE HOME DESIGN S.L. reserves the right to cancel or modify any model without prior notification should the goods be of an unsatisfactory quality. Only modifications on orders will be accepted if they have not yet entered into manufacturing process.
- 1.4- AMBIENCE HOME DESIGN S.L. must apply a 350 Euros VAT included charge per month, for the storage of items, starting 10 months after signing quotes/contract unless stated otherwise.
- 1.5- Once AMBIENCE HOME DESIGN S.L. has been given a key to the property, AMBIENCE HOME DESIGN S.L. will no longer need any further authorizations by the property owner to enter and exit the property as well as for the delivery and removal of goods. AMBIENCE HOME DESIGN S.L. reserves the right of access into the property until the client requests in writing that the key be returned or agrees that AMBIENCE HOME DESIGN S.L. has completed the job that was commissioned.
- 1.6- Ambience Home Design S.L. will not begin the installation of the project until the refurbishment and construction works are fully executed and completed. Likewise, we require the property to be unfurnished, otherwise an hourly fee of 145€ (VAT included) will be charged to the client for each hour used for relocating the furniture as this causing delay in the installation date. If the client agrees with the furniture move, AMBIENCE will prepare a quotation that will include the cost of the furniture withdraw and the storage fee.
- 1.7- The owner / client must guarantee that, from the beginning of the furniture installation, Ambience Home Design S.L. will be the only authorized provider to access the property, its annexes and / or plot if they exist. If third parties unrelated to the equipment or subcontractors of Ambience Home Design SL access the property, Ambience Home Design S.L. will not hold responsibility for any damages or theft of the goods delivered that might occur once they have been installed. Ambience Home Design S.L. will take responsibility from the moment the lock is changed by a provisional one and holds exclusive access until the handover of the project is done. The original lock will be reinstalled after this act.

Likewise, in the event that Ambience is not the only provider with access to the home at the time of the furniture installation, Ambience reserves the right to postpone the installation and consequently change the delivery scheduled deadline until the owner / client guarantees this situation, and the client will assume the consequences caused by the delay of the installation, which may include moving our installation by at least 3 months, or longer if needed, depending on the project's size and suppliers 'availability. The installation process is sequential, so any delays in one part will affect the entire schedule. After all the works that are the object of the signed professional order, Ambience Home Design S.L. will return the keys to the client / owner. However, upon reliable and written request from the owner / client, the keys may be returned prior to the completion.

### **2. ORDERING PROCESS**

AMBIENCE HOME DESIGN S.L., will not proceed with placing any client orders until authorization has been given by the client and the required signed documentation such as the Terms and Conditions and Sign quote is sent to us via e-mail (signature, date and quote Number on each page of the quotes) or otherwise accepted through the digital signature system called (sign request) and the 50% deposit has been received into our accounts with the corresponding amount by bank transfer and to the bank account detailed on the quotation received from Ambience Home Design S.L.

AMBIENCE HOME DESIGN S.L. reserves the right to make modifications up to the 20% in sizes.

In case the client accepts that Ambience Home Design carries on with the order process without the option of getting access to the property for final real measurements, any cost that may arise from differences in sizes of items ordered based on plan measurements will be borne by the client.

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### 3. PRICES

3.1- AMBIENCE HOME DESIGN S.L. reserves the right to modify the price list/quote without prior notification until acceptance of quotes by the client.

3.2- Acceptance of any quotes by signing the sales contract by the client cancels any other quote or quotes prior to the contract date. The VAT corresponding to the general rate applicable at all times will be added to all the prices of the items. All prices are subject to current VAT rates legally applicable for invoicing. (In Spain the actual VAT is 21 %)

### 4. DELIVERY AND INSTALLATION

4.1- Delivery times indicate 12 to 16 weeks approximately where could be an extension of 2 to 4 weeks if this falls during the period of August or December due to the closure of manufactories and suppliers for holiday breaks and once the contract according to point 2 of these conditions is signed and accepted. These deadlines may vary depending on the items, so Ambience Home Design S.L cannot commit to setting exact delivery times. Delays caused by strikes, labour impervious and supplies or primary materials & transport etc. are not the responsibility of AMBIENCE HOME DESIGN S.L. Penalties and responsibility due to delayed delivery are not accepted in relation to the above clause. Furthermore, Ambience reserves the right to postpone delivery in the case that access to the property is hindered or rendered difficult by situations such as building work, a faulty elevator, or any circumstance deemed hazardous by AMBIENCE HOME DESIGN S.L. like the security for the people in charge of making the delivery or involves a high risk of damaging the items to be delivered or any circumstance that is deemed hazardous or categorized as force majeure.

4.2- Once a client has given a property key to AMBIENCE HOME DESIGN S.L., AMBIENCE HOME DESIGN S.L. is entitled to use the key at any given time in order to supply or install the furniture until Client states otherwise in writing according to point 1. At the beginning of the installation Ambience will temporarily change the keylock to guarantee the security of the items delivered and avoid any situation where any item might get damaged or go missing from third parties getting into the property. AMBIENCE HOME DESIGN S.L. will not take responsibility when a third party get access to the property during the installation. Once the installation is finished, we will re-install the former lock. Any extra equipment needed for the installation such as crane, scaffoldings, forklift, skip, etc. are not included in our quotes or deliveries fees unless specified.

4.3-The acquisition of local permits and special licenses needed for the installation should be dealt by the client for the time of the installation.

4.4- After the post-construction cleaning that usually is carried out by the building company, and following the installation of the carpentry, a more thorough cleaning should be conducted before the installation of the furniture. This cleaning can be done by a company of the client's choice or, if preferred, we can provide an estimated quote for the client's approval. Ambience Home Design S.L. reserves the right to postpone the installation of the furniture if the cleaning and hygiene conditions are not adequate and could affect the proper development of the installation work.

4.5- Once the schedule is organised, deliveries will commence within the time frame confirmed by our logistics department and 3rd parties.

4.6- Ambience Home Design S.L will apply an additional 5.75 % towards the total net amount for the furniture order. This fee covers the Handling cost (ordering ,claiming and reordering process), organization of all subcontracting parties which are involved in the successful and on time installation, quality checking of all goods arriving at our warehouse), full delivery Installation and mounting costs (when applicable) , cost for small items such as bulbs , screws, extra wrapping, small tools, etc., disposal of all waste items at the appropriate locations given by the government, storage cost for the first 9 months, welcome clean and making of all beds. Laundry of towels and bedlinen is not included but can be organized upon request.

4.7- Ambience Home Design, S.L. will not proceed with any furniture installation in the property until all the building works are completely finished, all the building licenses correctly granted, the property deeds signed by the owner and the electricity and water supply are properly working at the property.

4.8- If the installation date arranged in accordance with these terms and conditions is postponed or delayed due to causes beyond Ambience Home Design S.L. (such as delays in building completion, etc). Ambience reserves the right to modify the installation date originally agreed on according to the availability of its own installations calendar, and the availability of suppliers.

4.9- All bespoke items must be measured on site prior to their production. Measurements have to be accurate therefore it is essential that the roof and the floor with the pavement are finished. The final delivery of these items will be depending on the supplier's availability and the production times, which can take between 2 and 3 months after measurements are taken on site. The total Installation of the project will be depending on these bespoke items. If the measurements cannot be taken after 6 months, prices might vary and Ambience Home Design S.L. will have the right to update those prices.

4.10- Upon completion of the works, Ambience Home Design, S.L. will conduct a handover of the project to the client or to the person deemed authorized by the client. A thorough walkthrough of the property will be conducted, with a comprehensive check. Upon its conclusion, the Project Completion Act will be signed. This document confirms that all work has been satisfactorily completed according to the agreed-upon terms, providing evidence that the project has been finished and fulfilling any contractual obligations.

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### 5. PRODUCT VARIATIONS

5.1- All products of natural origin or natural finishes may have variations in colour, size and shape.

5.2- Products totally or partially made of materials such as wood, metal, glass, cane, leather, marbles, natural stones, metals, have innate characteristics like knots, small indents, change of colours, shape, texture or tones that certify their origin and cannot be considered as a defect. The finish of the colours / shape / size / may change due to the state of the atmosphere (i.e., humidity, temperature, light, etc.). The samples we show are always indicative, being technically impossible to ensure the permanence or firmness of the material time by time and in different batches, due to the special characteristics of the material used. The buyer who places the order accepts such intolerances and changes that may occur due to the character of the material itself and sizes might vary slightly up to 15% depending on the item.

5.3- In view of variations in manufacturing and availability of materials and handmade products, we cannot guarantee that all furniture supplied will be identical (including size, colour, grain and shading) with the details described or the samples seen and any variation in this regard will not constitute a breach of your order.

### 6. TECHNICALS REMARKS

All products made wholly and/or partially from materials of natural origin or natural finishes may have variations in colour, size and shape. Products totally or partially made of materials such as wood, cane, leather, marble, natural stones, metals, have innate characteristics like knots, change of colours, shape, texture or tonalities that certify their origin and cannot be considered as a defect but as characteristics of the product.

Any sample presented should be taken as an example, therefore colour/shape/size/finish may change or be affected by climatic factors (i.e. humidity, temperature, light, etc.). The samples are illustrative, being technically impossible to ensure the permanence or firmness of the material in different batches, due to the special characteristics of the material used. The customer accepts the variations and changes that may occur due to the nature of the material.

Considering variations in manufacturing, material availability and handmade products, we cannot guarantee that all materials supplied will be identical (including size, colour, grain and shade) to the details described or samples seen and any variation in this respect will not constitute a breach of your order.

Marbles or any other natural stone are slabs of rock and therefore may present small imperfections or differences that cannot be considered as a defect.

Metals normally have a spray varnished finish to protect the material, for this reason, scratches or colour changes are not considered defects, but characteristics of the product.

Leather is a natural product so colour differences will occur in the leather as well as marks in the leather, therefore they are not treated as a defect but as characteristics of the leather.

Wood as a natural material is sensitive to environmental changes and requires a maintenance through the application of waxes and/or varnishes for its protection and care. Special care should be given to outdoor furniture and annually maintenance is recommended to be carried out.

The items / materials of average quality may have small defects that will not be accepted as damage by the factory, so Ambience Home Design S.L. will not be able to return or replace them.

### 7. 3D IMAGES OR VISUALIZATIONS

The 3D renderings are generated through the calculation produced by algorithms and formulas that are generating simulations, therefore, the 3D images that could be included in the proposals of Ambience Home Design S.L. They are only referential and illustrative and they may not represent reality in its entirety but rather convey the main ideas of the proposal. These 3D images are purely illustrative and do not constitute an exact representation of reality, and may have variations in their characteristics, surfaces, textures, and colours.

### 8. CLAIMS

#### 8.1- General for all projects

8.1.1- Only exchanges or returns of items that have faults, errors, or defects making them unusable for the intended purpose will be accepted. In such cases, the client must communicate this in writing within no more than 14 days from the date of receipt. AMBIENCE HOME DESIGN S.L. reserves the right to choose to apply appropriate corrective measures, such as replacing the item with another of the same or similar characteristics, making a price reduction, or, in the final instance, refunding the money.

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8.1.2- Items are non-returnable. However, outside of the aforementioned circumstances, if the customer decides to return any item from an order, they must notify us in a verifiable and written form within 14 calendar days from the receipt of the items. Ambience will communicate in writing whether the return is accepted. If accepted, the return will incur a depreciation of 50% off the applicable price at that time, provided that the merchandise is in perfect condition. This depreciation is due to the design, logistics, administration, transportation, and installation costs fully assumed by Ambience. Personalized items, custom-made items, or items made to specific requirements for the customer's home/project cannot be returned.

In such cases, the client must obtain formal written authorization from AMBIENCE HOME DESIGN S.L., which will specify the item(s) to be returned and, if applicable, the acceptance of said return. The client must return the received products without undue delay, and in any case, no later than 14 calendar days from the date of the Project Completion Act, bearing the direct costs of the return to the warehouse of AMBIENCE HOME DESIGN S.L. In any case, the refund will be issued in the form of a voucher/credit that can be redeemed for any of our design/furniture services.

8.1.3- Discounted items or items bought on offer/sale are non-refundable or non-returnable.

8.1.4. All orders and acceptance of goods presumes the awareness & acceptance on the part of the purchaser of the present general conditions of sale and those specific to each order. AMBIENCE HOME DESIGN S.L. does not accept responsibility of incorrect items being delivered that have not been clearly indicated, such as size, colour or material.

### **8.2.- Projects with installation outside Spain:**

8.2.1- AMBIENCE HOME DESIGN S.L recommends its clients to purchase a full insurance for the goods until the final destination after leaving our warehouse.

8.2.2- AMBIENCE HOME DESIGN S.L. is not liable for any damages, delays or missing items occurred after goods have been loaded or during transport. However, the goods are insured during transport and the AMBIENCE HOME DESIGN S.L. team will check the goods once arrived at destination in case we need to claim if anything happened during transport.

8.2.3- Any claims to the transport company must be done within the legal time frame 24 hrs after items have been delivered.

8.2.4- AMBIENCE HOME DESIGN S.L. is not liable for any additional fees or taxes during transport and delivery of goods in destination.

## **9. SUBCONTRACTED WORKS AND SERVICES**

AMBIENCE HOME DESIGN S.L. acts as Project Manager and will take responsibility for the result of all the works carried out by the subcontracted companies hired by Ambience Home Design S.L. only. Ambience Home Design S.L. will not take responsibility for any other subcontractors.

If Ambience or its subcontractors are requested by the client for any installation and for whatever reason outside our responsibility the installation can not take place there will be a surcharge of 25€ + VAT per person per hour for lost time plus transport.

## **10. RIGHT OF PROPERTY**

10.1- All items remain the property of AMBIENCE HOME DESIGN S.L. until paid in full. budget object of the order requested and accepted by both parties.

10.2- If not differently agreed, AMBIENCE HOME DESIGN S.L. reserves the right to use photographs of the property before and after, 3D images, floorplans, and designs for any marketing purposes, such as publications & social media.

10.3 Ambience Home Design S.L. is the owner of all the designs made for the project whether they are plans, 3D images, renders, samples, etc. The referred ownership includes copyrights, trademarks, patents or other intellectual property rights derived from the design. The client shall not use these designs for purposes other than those stated herein without the permission of Ambience Home Design S.L.

## **11. PAYMENT TERMS**

### **11.1.- General for all projects:**

11.1.1- A 50% deposit is required on acceptance of a quote and the final 50% when goods arrive at our warehouse and latest 3 weeks before the goods leave Spain or they will get installed.

11.1.2- The final payment is due 8 months after the first signed order date in case that the installation has a delay caused by reasons beyond of AMBIENCE HOME DESIGN S.L. Design Fees which will be refunded as per Design Fee Agreement will be set against the last payment.

11.1.3- Failure or delay in payments, even for partial or total invoice amounts, will result in the suspension of supplies in progress or to cancel the contract and claim any damages sustained.

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11.1.4- All costs of payment surcharge due to late payments or transfer costs are to be borne by the client.

11.1.5- Any delay in the final payment will result in a 2.5 % per year penalty charge to the final bill.

11.1.6- Please note that if the entirety of the order does not get paid within 12 months after Ambience Home Design S.L. has sent our 3 reminder letters and the furniture is still kept in the warehouse of Ambience Home Design S.L. the contract automatically gets cancelled by the client and the deposit will not be refunded to the client. All furniture will remain property of Ambience Home Design S.L.

11.1.7- In order to proceed with the invoices, the client must send all the relevant documentation for this purpose. If invoice is to be issued to a client name, then, a copy of his/her DNI/NIE OR PASSPORT in case property is not in Spain, is required and complete residential address. In case the invoice is to be issued to a company, a copy of the CIF/ COMPANY REGISTRATION NUMBER, fiscal address and copy of the PASSPORT /NIE/DNI of the Administrator of the company.

### 11.2.- International projects:

11.2.1- Any flights, expenses, additional transport costs or any elements, machinery or tools needed for the installation are not included in the original quote and will be charged separately.

11.2.2- Custom duties, taxes (such as VAT, etc), and any other costs leviable at the respective countries shall be borne by the client.

11.2.3- Any costs generated due to the delay of transport and customs (such as cancellation fees or extra charges for hotels, flights, transport, etc) shall be borne by the client, as well as any cost that might arise from the custom process.

11.2.4- Any kind of cost generated as a result of the acquisition of special permits from the local authorities for the installation works (including permits such as the circulation of the truck in the area of the installation and its parking for unloading, etc) will be borne by the client. The acquisition of mentioned permits is a responsibility of the client and should all be properly granted at the time of the installation.

## 12. CANCELTION FEE

Once Ambience has received the signed orders, terms and conditions and the deposit, the orders will proceed. If the client decides he doesn't want to proceed after that there will be a cancellation fee of 50 % of the total project and all the rights of all items included in all the quotations are transferred to Ambience Home Design S.L.

## 13. VARIOUS PROVISIONS

### 13.1. Partial invalidity

In the event that any provision of these Terms and Conditions is declared invalid, the remaining provisions shall remain in full force and effect and shall be interpreted considering the will of the parties and the purpose of these Terms and Conditions.

### 13.2. Waiver

The non-exercise by Ambience Home Design S.L., of any right derived from these General Conditions will not be interpreted as a renunciation of said right, unless expressly renounced in writing.

### 13.3 Communications

All communications in relation to this Contract must be made in writing, will be addressed to the addresses and numbers established for such purposes and/or will be delivered personally or in any other way that certifies receipt by the notified party. Any change in the addresses designated by the parties to this Contract shall be communicated to the other party in accordance with the provisions of this Clause.

## 14. MODIFICATIONS

Ambience Home Design reserves the right to unilaterally make modifications to the Terms and Conditions at any time and without prior notice, whenever there are legitimate interests to do so, the service requires it, or it is necessary to comply with current regulations. These modifications will be published on the company's website [www.ambiencehomedesign.com](http://www.ambiencehomedesign.com) for your information and effect, so periodic review is recommended.

## 15. DISCREPANCY

In the event of any discrepancy or legal action arising from the terms and conditions of this contract, the parties expressly submit, waiving any other jurisdiction to which they may be entitled, to the Courts and Tribunals of MARBELLA (Spain) and agree that all matters relating to this contract shall be governed by Spanish Law.