

version February 2018

### **1. Validity**

- 1.1. These General Terms and Conditions of Sale and Delivery shall supersede all previous agreements and shall apply to any agreement made between JSPR and its Buyer unless otherwise agreed in writing.
- 1.2. These General Terms and Conditions shall apply to all contracts under which JSPR is the supplier or sub-supplier.
- 1.3. Buyer in the General Conditions means: the counterparty of JSPR.

### **2. Prices**

- 2.1. All prices in the JSPR documentation and pricelist are stated in EUR and exclusive VAT and transport. This means the total cost of your order is the price of the products ordered plus VAT and transport costs (if any).
- 2.2. All EU orders can be delivered ex VAT when a legal VAT nr can be discussed. This is only for EU countries. All other countries will be free of VAT.
- 2.3. JSPR cannot be held responsible for any possible duties and taxes which may be applied by customs in the country where delivery is made. The responsibility for any custom duties, foreign taxes or other fees, which may be imposed, will rest with the Buyer. Please contact your local customs offices if you would like to seek more information regarding taxes and duties.
- 2.4. The prices are exclusive installation, since JSPR offers no such services.
- 2.5. All JSPR prices are subject to change without notice.
- 2.6. Specially priced items are no longer eligible for further discounts.
- 2.7. All pricings are quantity and project depending, therefor all possible discounts are to be discussed per order. No claims can be made on previously ordered pricing or discounts.
- 2.8. Unless otherwise agreed, quotations submitted by JSPR shall be valid and binding for 30 days.
- 2.9. If the price, discount or date of delivery are based on an apparent error, JSPR may correct the mistakes or cancel the order.
- 2.10. JSPR reserves the right to refuse service or neglect requests that we deem unreasonable.

### **3. Orders**

- 3.1. Orders must be placed in writing.
- 3.2. Orders shall be considered accepted definitively when a written order confirmation has been issued by JSPR.
- 3.3. Orders shall be considered activated definitively when a (pre-) payment has been received by JSPR.
- 3.4. Any changes or cancellations to an order of standard stock products must be made in writing within 5 days after the order is accepted.
- 3.5. When changing or cancelling a custom made product, a fee of 25% over the order is charged within 5 days after the order is accepted. 5 days or longer after JSPR accepted the order, cancellation is not possible anymore.

### **4. Payment & Ownership**

4.1. Payment terms are clearly stated on the proforma/invoice.

4.2. All purchases must be completely paid in cash, all to be submitted before transport. To receive your order, full payment must be achieved, unless otherwise agreed in writing.

4.3. For orders above 10.000 EUR a down payment of 50% may be requested. 100% balance payment before shipment.

4.4. Credit Cards are not accepted.

4.5. JSPR shall retain ownership of the products sold until the total purchase price has been paid.

4.6. JSPR can decide that the Buyer shall pay cash in advance if any part of the balance payable by the Buyer is or has been overdue in the past.

### **5. Shipping**

5.1. On request, JSPR can arrange transport for all orders. When arranging transport of your own, JSPR cannot be held responsible for any damages that may occur. When shipped with a carrier of your choice make sure insurance is applied!

5.2. JSPR must be notified of a pick-up 24 hours in advance to enable entrance to our warehouse. Please contact us about our opening hours in advance. JSPR cannot be held responsible for any extra transport costs due to re-routings, unanswered deliveries, fuel fees or possible duties.

5.3. Orders with delivery terms EXW, freight arranged by the Buyer, must be picked up no later than 15 days after readiness has been announced by your JSPR contact person, or storage charges will apply.

5.4. All products are thoroughly checked before they are packaged. The products shall be sent using standard packaging.

5.5. Delivery charges are stated on the proforma/invoice.

5.6. The estimated time of departure EXW may be subject for change. Both will be communicated by your JSPR contact person. The same goes for any possible delays or losses.

5.7. JSPR cannot be held liable for any losses that the Buyer may suffer as a result of a delay or non-delivery.

5.8. All extra transport costs like re-routings, unanswered deliveries, fuel fees, transport documents, possible duties and tax costs will be charged to the receiver; directly by the agent or by JSPR.

### **6. Colours**

6.1. There are several factors that may contribute to color variations. Depending on the base materials, colored material itself, country where the product was manufactured or even the availability of materials or possible woods in certain countries, there may be a colour difference between input codes and output colours. While distinction is often indistinguishable, once a while there may be obvious differences. With this in mind, JSPR forbids any returns on the basis of color matching problems.

6.2. Products suited with Realskin® coating material are generally considered to be UV resistant; there is a possibility that long-term exposure to sunlight might result in a light discoloration of the coating.

6.3. Dye and ink from bluejeans, plastic bags etc. can transfer to products or possible finishes.

### **7. Warranty**

#### **General**

7.1. The warranty that JSPR offers runs from the date of the Invoice with which the product was acquired by the Buyer.

7.2. Uses of the warranty should be reported to JSPR within 30 days after discovering the defect, specifying the following information: Invoice number, detailed description of problem and quantity of the defect products and photographs of the defect.

7.3 Repairs, replacements or remedies will not extend or renew the applicable Warranty Period

#### **Furniture**

7.4. JSPR provides a 1 year limited guarantee on frameworks and the finishings of products.

7.5. The warranty sub 7.4. is considered invalid if the alleged defect is found to have occurred as a result of environmental circumstances, misuse, use other than normal use in respect to the specific good, neglect, accident, improper storage, or repairs or modifications made without the prior written express consent of JSPR. No guarantee on damage that is caused by transportation of the product, from the delivery address indicated by the Buyer to other places or to third party entities.

7.6. In case of replacement of defective goods or goods taken back, the extra costs for mounting , dismantling or re-installation, change of technical installations and other costs such as transport are fully at Buyer's charges.

7.7. Damaged Realskin® coatings must immediately be carefully treated with the supplied Realskin® repair kit. There is a possibility that after repair a slight color difference appears between the original Realskin® coating and repaired area(s) because of previous UV discoloration.

7.8. Claims resulting from damages not immediately treated with the recommended repair kit will not be taken in consideration.

7.9. The Imperfect and Arctic Rock collections are fully handmade out of (hard) wood. Because of different weather conditions and air humidity, it is possible that the wood used in these items is going to swell, which can lead to small lines or irregularities underneath and on top of the surface. Although the two-component lacquer used on these items is of high quality, swelling of the wood is a natural cause and JSPR cannot be held responsible for any damage or irregularities in these items. Although JSPR stands behind their products and the possibility of the above mentioned flaw is very small, JSPR offers a free (excl. Shipment) touch-up set to repair the furniture when necessary.

#### **Lighting**

7.10 JSPR provides a 2 year limited guarantee on the framework of lighting fixtures and a 1 year guarantee on the lightsources if purchased at JSPR.

7.11. The warranty sub 7.10. is considered invalid if the alleged defect is found to have occurred as a result of environmental circumstances, misuse, use other than normal use in respect to the specific good, neglect, improper installation, accident, improper storage, or repairs or modifications made without the prior written express consent of JSPR. No guarantee when damage is caused by transportation of the product, from the delivery address indicated by the Buyer to other places or to third party entities.

7.13. If the control devices used for switching on or dimming the luminaires are not recommended or provided by JSPR,

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the full warranty will be void. JSPR is also not responsible for collateral damage caused by an installation or assembly that deviates from the installation manual provided by JSPR or by the use of incorrect control devices.

7.14. Defect goods or parts may only be returned to JSPR after JSPR has given its prior written approval or when JSPR requested to return the defect goods.

7.15. In case of replacement of defective goods or goods taken back, the extra costs for mounting, dismounting or re-installation, change of technical installations and other costs such as transport are fully at Buyer's charges.

### **8. Defects & Complaints**

8.1. Upon delivery, Buyer shall immediately check the condition of the packaging and, if this has any defects, Buyer shall, in the presence of the carrier, open the packaging and check the goods for damage.

8.2. If the goods are damaged Buyer shall refuse delivery of the goods and have the carrier take it back. It shall notify JSPR immediately by e-mail with a picture of the condition in which the goods and packaging have been delivered. Failing this, the Buyer is not entitled to rely on such defects against JSPR.

8.3. Complaints regarding non-visible transport damage or missing parts shall be made in writing to JSPR no later than 7 days from the date of receipt. Failing this, the claim is rejected.

8.4. Complaints regarding defects and non-conformities shall be made in writing to JSPR no later than 7 days from the date of receipt.

8.5. JSPR cannot be held responsible for defects that arise from poor electronic devices or wrong installation. Buyer should always contact JSPR when in doubt about the installation of the lights.

8.6. In case of complaints made within the warranty period, JSPR requires a written and detailed description of the non-conformity from the Buyer. The Buyer shall also supply a photo of the product to support the description before returning the product to JSPR for examination.

8.7. The Buyer shall not be entitled to return the products without JSPR's consent. If the Buyer, within a period of one year from the date of delivery, can prove that some of the products purchased are defective, JSPR shall remedy the non-conformity at the location specified by JSPR or, at JSPR's option, arrange for replacement delivery. If it is not possible to deliver identical products, JSPR may offer to replace them with comparable products.

8.8. Custom made or custom finished products cannot be returned or exchanged.

8.9. As JSPR delivers all products ex works, possible warranties will not include transport costs.

8.10. It is part of the dealer's function to service or mount the product, customers should contact their dealers before contacting JSPR.

### **9. Returns**

9.1. Uses of the Return Policy should be reported to JSPR within 14 days after the product is received, specifying the following information: Invoice number, detailed description of problem and quantity of the returned products.

9.2. Return goods or parts may only be returned to JSPR after JSPR has given its prior written approval or when JSPR requested to return the goods.

9.3. Custom made products cannot be returned.

9.4. Unless otherwise agreed, the Buyer shall bear the transport costs and risk of any products returned to JSPR.

9.5. After JSPR has given its written approval, the tracking information shall be provided by Buyer. Return goods shall

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be securely and properly packaged in new, uninstalled condition.

9.6. If product are returned in new, uninstalled condition, the total costs of the returned products including VAT (if any) will be refunded. Paid transport costs will not be refunded.

### **10. Designs & Extra options**

10.1. JSPR is constantly searching to improve its goods and reserves the right to change specifications. Goods delivered may therefore technically differ from goods ordered. Prior to delivery and without prior notice, JSPR reserves the right to make any changes to a product's design that it may find necessary or appropriate.

10.2. Copyright or any other intellectual property right on sketches, designs or models in whatever phase of elaboration these are and have been delivered to or shown to Buyer, remain the full property of JSPR and may not be used otherwise than agreed in writing and solely for that specific purpose. Any permitted use does not mean that intellectual property rights have been transferred.

10.3. On request possible fire retardants can be applied to the items. These added fire retardant products are all certified. The combined end products are not certified by any standard of law. Here for JSPR cannot be held responsible if the items are not approved with the customers demands or regulations.

CONTACT

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