

POPOU INTERIORS LTD TERMS & CONDITIONS

These trading terms and conditions apply to purchases of any products or goods from Poppou Interiors LTD. Please read the terms and conditions carefully as they contain important information. All orders are subject to our full terms and conditions (below). Nothing in these conditions affects your statutory rights as a consumer.

Last Updated: October 1st, 2021

DEFINITIONS

1. "Buyer" means the person who buys or agrees to buy the Products from the Seller
2. "Seller" means Poppou Interiors Ltd.
3. "Products" means those goods specified.
4. "Price" means the price for the Products including VAT at the time of acceptance of the order.
5. "Consumer" shall bear the meaning ascribed in the Consumer Right Directive 2011/83/EU of the European Union law.

PURCHASE CONDITIONS AND STOCK AVAILABILITY

1. Nothing in these conditions shall affect the buyer's statutory rights as a consumer.
2. The Seller shall sell and the Buyer shall purchase the products in accordance with any written and/or electronically communicated quotation of the Seller which is properly accepted by the Buyer, or any written or verbal order of the Buyer which is accepted by the Seller.
3. Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without prior notice or any liability attaching to the error on the part of the Seller.
4. If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.
5. If the Seller does not have sufficient stock to be able to deliver the goods ordered by the Buyer, then any sum paid by the Buyer will be refunded or re-credited to your account and the Seller will notify you at the address given by you in your order form or via email or phone. The refund will be made as soon as possible and, in any event, within 30 days of your order. The Seller will not be obliged to offer any compensation for disappointment or any other consequential loss suffered.
6. The Buyer, by placing the order, automatically declares to have read all the information provided during the purchase procedure and accepts the General Terms and Conditions for Sale and payment referred to hereinafter (even though orders might have been placed by telephone, e-mail or chat).
7. The Seller shall issue an invoice for every order placed containing the information provided by the Buyer. No changes will be made to the invoice after it has been issued.

PRICE AND PAYMENT

1. Save as provided otherwise herein the Price shall be that as stipulated in the Seller's quotation at the date of acceptance of the order of the Products. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the contract upon written notice being given to the Buyer. If notice of price increase is given by the seller, the buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the seller within seven days of delivery of the notice of price increase to the buyer.

2. Payment of the full Price shall be due at 14 days from the date of the order or in case there was paid a deposit and the remain shall be due 7 days from the day of notice of the completion of the goods. Time for payment shall be of the essence. If the Buyer does not pay the full Price on notification of completion of goods, the Seller may bring an action for the Price even though property in the Products has not been passed to the Buyer. If the Buyer fails to make payment as required, the Seller may suspend delivery of the Products or any further Products ordered until payment is made in full.
3. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 8% above the interest rate of the European Central Bank from time to time in force and shall accrue at such a rate after as well as before any judgement.

THE PRODUCTS

1. The quantity and description of the Products shall be set out in the Seller's quotation.
2. The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.
3. Photographs are for illustrative purpose only and may not exactly match the product itself. Photographs do not comprise any contractual warranty on the part of the Seller and should not be relied upon by the Buyer as an exact representation of Products.
4. The Seller incorporates natural materials into its products. The natural beauty of the wood results in random variation in color and pattern. This variation, which is kept within acceptable limits, is an integral part of the appearance of the furniture and is to be expected. In addition, the finishes are subject to color change depending on age and exposure to light.
5. 100% colour or shade matching on non-consecutive orders cannot be guaranteed. In the rare event of colour or shades differences from one production cycle to another at the factory, we recommend you either purchase your full order of a design at the same time to ensure a 100% continuity of colour and shade or advise us before making the order for advice on any production, design, material changes to our range of products. We cannot accept any returns on products purchased under these circumstances.

GUARANTEE, LIABILITY AND RETURN POLICY

1. We warrant that all our furniture are fit for its intended purpose and reasonable domestic use for a period of 2 years from the delivery date. All clearance/ex display/sale items, cushions and furniture covers are all covered by the manufacturer's standard 1 year guarantee.
2. If you find a defect in the workmanship in any part or component of our furniture we will repair or replace the furniture free of charge refund the product partially or fully. A defect under these terms means any imperfection in the material or workmanship that will impair the use of this furniture product.
3. It is determined by law that the Seller has the possibility to repair the guaranteed product, if possible, and is not obliged to the replacement of the product or the partial or full refund of the product.
4. This guarantee does not cover:
 - Normal and natural wear and tear.
 - Wear and tear caused by improper and excessive use and abuse.
 - Damage caused by normal and natural wear and tear.
 - Improper assembly or servicing by unqualified persons.
 - Improper or project-based use of furniture intended for private use.
 - Exposure of product to undesired heat, moisture, liquids and cleaning products.
 - Discoloration caused by (sun)light.

- Environmental influences like undesirable levels of dryness, humidity, light and temperature.
 - Stains caused by bodily fluids, body and hair care products.
 - Unauthorized attempts to clean, repair or modify product.
 - Spots and rings caused by unremoved water, moisture and condensation.
 - Furniture which has been placed on an uneven surface which as a result has caused the table to warp or caused opening/closing mechanical problems.
 - Variations in wooden products. Because of craftsmanship or use of natural materials. Normal variations can occur from piece to piece. This warranty does not cover such differences. Nor are variations from printed illustrations covered.
 - Natural characteristics of wood furniture as a product of nature, such as knots, grain variation, color variation and mineral streaking are not to be considered defects and are thus not warranted. Small cracks and fissures may develop with changes in humidity and temperature. This is a natural, uncontrollable characteristic of solid wood furniture.
5. The Seller shall provide the Buyer with such information as is required to claim under the manufacturer's warranties. In the event of a claim, the Buyer shall in the first instance contact the Seller.
 6. If the Buyer is dissatisfied with his purchase for any reason he may, within 14 days of delivery, contact the Seller to arrange for collection of the goods at the Buyer's expense, alternatively the Buyer can return the goods back to the seller's warehouse PROVIDED THAT the goods are received by us in the same condition that they were when delivered to you. Any money which you have paid excluding the delivery or collection cost will be refunded within 30 days after checking and provided that the Seller receives the goods unused, in its original packaging and in the same condition as they were in at the time of delivery to you. The Buyer will be notified of the refund amount by e-mail and said amount will be credited by the same means or payment method used for the purchase.
 7. For customized or personalized products, meaning non-prefabricated goods that are made on the basis of an individual decision by the Buyer, or goods that are clearly personalized or "made to measure" for the Buyer, the 14 days to cancel the order starts from the date the order was placed. Each customized or personalized piece is bespoke, so if you cancel after 14 days, you'll still be charged the full price. This product is made to your specifications and therefore, we do not accept cancellations, returns or exchanges. The deposit will not be refunded for reasons other than manufacturer defect or damage. This doesn't affect your statutory legal rights.
 8. Insofar as is permitted by law, our only liability to you under these terms and conditions will be, at our sole discretion, to make good any shortage or non-delivery, to replace or repair any goods which are received by you in a damaged or defective state or to refund to you any sums actually paid by you for the goods in question. We will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us and will have no liability to you for any failure or delay in delivering goods or any damage or defect in goods delivered which is caused by any event or circumstance which is beyond our reasonable control.

DELIVERY TERMS

1. Delivery of the products shall be made by the Seller or his agent notifying the Buyer that the products are available for collection at the Sellers premises or for delivery to such place as the Buyer may specify at the time the order is placed.
2. The Seller shall not be liable for any delay in delivery howsoever caused.
3. On the delivery day, please ensure that the trades people and delivery team can gain easy access to the area the furniture is being delivered. Please inspect the furniture carefully before signing the delivery note or invoice. If the delivery team try to deliver at a pre-

arranged time and you are out they will return the furniture back to base and a re-delivery charge may apply.

4. Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.
5. Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received in cash or clear funds payment in full.
6. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.
7. The indicated terms do not include service interruptions deriving from atmospheric events (blizzards, hurricanes, tornadoes, cyclones, storms, typhoons), natural events (floods, landslides, avalanches, earthquakes), health events (pandemics, health emergencies) and other exceptional events (like strikes, demonstrations, riots, civil wars, curfews). The interruptions of service deriving from the above mentioned events have the effect of interrupting the day count of the delivery terms described in this paragraph, until their solution. The Seller shall have no liability to you for any delay or failure to deliver goods you have ordered or for any damage or defect to goods delivered that is caused by any of above mentioned events or circumstances.