



Crete – Luxury Art Design – The Essence of Origin Terms & Conditions Use of Service

The Client commits himself to follow the law and regulations in force, applicable to the trade in question, as well as the Terms and Conditions here listed.

Crete – Luxury Art Design can, at any time, change, in whole or in part, the Terms and Conditions here presented.

1 | Scope

- 1.1 The ORDER is to be understood as a legal transaction regarding the acquisition of the PRODUCT or SERVICE by the CUSTOMER.
- 1.2 The representative is to be understood as a **Crete Luxury Art Design** employee, with official email info@creteluxuryartdesign.com email address. The CUSTOMER enters into a legal transaction with **Crete Luxury Art Design** through the representative.
- 1.3 The Terms and Conditions are applicable to all transactions of **Crete Luxury Art Design**, including but not limited to the following activities: Sales of Goods, Design Services, Product Assembly and Fitting.
- 1.4 The DATE OF PURCHASE is to be understood as the date that a pre-payment is received by **Crete Luxury Art Design**.
- 1.5 **Crete Luxury Art Design** reserves the right to not enter into a legal transaction with a CUSTOMER at its own discretion;
- 1.6 **Crete Luxury Art Design** may modify these Terms and Conditions at any time. By entering into a legal transaction with **Crete Luxury Art Design**, the CUSTOMER accept the Terms and Conditions in force at the DATE OF PURCHASE.
- 1.7 The Terms and Conditions are published and updated on **Crete Luxury Art Design's** official website (www.creteluxuryartdesign.com).

2 | Accounts

- 2.1 All accounts will only be registered once the first pro-forma is issued. CUSTOMER is required to provide valid Company information, including and not limited to: Billing name, Billing address, VAT number (Company Registration number or Resale number). A credit application accompanied by the client's certificate of resale is required to open an account. Open credit terms will be considered on an individual basis, after the first pro-forma order.

3 | Product orders

- 3.1 There are no required minimums when purchasing **Crete Luxury Art Design** products.
- 3.2 To place an order, the CUSTOMER is required to provide the information requested by the REPRESENTATIVE for the purpose of a legal transaction, including and not limited to: Billing Name and Billing Address, the taxpayer or VAT number (Company Registration number or Resale number), and email address; or other mandatory information if needed for a legal transaction.
- 3.3 The CUSTOMER is responsible for selecting the PRODUCTS that constitute the PURCHASE.



- 3.4 Pro-Forma invoice must be required for every PURCHASE meant to be placed with **Crete Luxury Art Design** official REPRESENTATIVE. The payment of the official Pro-Forma invoice confirms the CUSTOMER's item selection, including all finishes specified for each product listed for that given ORDER.
- 3.5 **Crete Luxury Art Design** reserves the right to consider a Pro-Forma invoice valid for 30 working days from the day that it is initially sent. Therefore, the CUSTOMER is advised to require separate Pro-Forma invoices, distinguishing product and shipping quotations; In the case of Pro-Forma invoices with shipping quotes, these are considered valid for 10 working days only.
- 3.6 When making a purchase, the CUSTOMER is entitled to require photographs of the ordered PRODUCTS prior to shipment. This request should be added to the order's Pro-Forma invoice.

4 | Customization pieces

- 4.1 **Crete Luxury Art Design** offers a Design Service to customize its products to meet customers' needs and specifications. Additionally, **Crete Luxury Art Design** also accepts Made-to-Measure requests.
- 4.2 A design fee is applied to all Custom / Bespoke orders. This fee is deductible from the final PRODUCT invoice. **Crete Luxury Art Design** reserves the right of setting the valid period and price of a custom-made product official quote accordingly.
- 4.3 An official signature and company stamp from the CUSTOMER is required for all technical drawings / schemes associated to any personalized Custom / Bespoke product.
- 4.4 Lead time for Custom / Bespoke products is entirely at the discretion and availability of Crete Luxury Art Design as these are pieces modified at the customer's request, only informing the customer of a production time estimate.
- 4.5 For these cases, Custom / Bespoke products, the customer, when making partial or full payment of the proforma order, accept the conditions referred to herein.
- 4.6 In the case of partial payment regardless of the production time for parts changed at the customer's request, the customer is obliged to make the remaining payment as soon as the part or parts of the order are completed, regardless of the production time.
- 4.7 The customer is obliged to pay for the order regardless of the required delivery time, without any right to withdraw from the order and request any refund of any amount.
- 4.8 Crete Luxury Art Design is obliged to return any amount paid by the customer only in cases where it feels the need to withdraw from the order due to force majeure.

5 | Product features & accuracy information

- 5.1 **Crete Luxury Art Design** reserves the right, without prior notice, to discontinue products or change specifications on products.
- 5.2 **Crete Luxury Art Design** attempt to ensure that information on Creteluxuryartdesign.com or official printed materials are complete, accurate, and current. Despite the efforts, the information provided may occasionally be inaccurate, incomplete, or out of date.
- 5.3 The main characteristics of products are shown on Creteluxuryartdesign.com on each product page. All weights, measures, and similar descriptions are approximate, due to the features and techniques of the raw materials; and are provided for convenience purposes only.
- 5.4 **Crete Luxury Art Design** makes efforts to accurately and faithfully display the attributes and relevant information of the original products, including technological means to reduce inaccuracies as much as possible and the applicable colors. However, the products displayed may differ slightly to the in terms of image and colors due to the computer system, media screens, or printed materials. In consequence, **Crete Luxury Art Design** does not fully guarantee a perfectly clear identity of final products in comparison to their graphic representation shown on the official website or official marketing material.



6 | Handmade products & raw materials

- 6.1 **Crete Luxury Art Design** products are one-of-a-kind handcrafted pieces. Each product has its own unique attributes that are impossible to replicate identically from piece to piece due to the human factor of the finest craftsmanship.
- 6.2 Due to the nature of **Crete Luxury Art Design** manufacturing processes, techniques, and selection of materials, certain products may exhibit slight variations, minor marks, pitting, porosity, and/or color anomalies.
- 6.3 Many wood, stone, and metal materials and finishes may vary in color, veining, tone, and character, it is considered to be part of the natural beauty. While the manufacturer will make every effort to match a finish and/or texture, no guarantee can be made of an exact match. The manufacturer does not guarantee finishes against fading and oxidizing.
- 6.4 All PRODUCTS featuring brass elements will need to be properly cared for and polished over time. Due to the porous nature of brass, it is common to have slight, unavoidable discrepancies in the metal upon production completion. Foundry products may vary in weight because of the nature of the process.
- 6.5 **Crete Luxury Art Design** does not fully guarantee a perfectly clear identity of identical finishes in two or more pieces manufactured in separate orders - with respect to coloring, and precision detailing of handmade processes such as wood carving, ceramics, foundry, and other metalwork, for the technical reasons listed above. **Crete Luxury Art Design** works every day to enhance product quality, aesthetics, usability, and reliability.

7 | Product suitable applications

- 7.1 Climatic conditions, including heat, light, and humidity levels, within the user's environment, can affect fabric and wood and may lead to fading, stretching, shrinking, or other damage.
- 7.2 The selection of furniture or fabrics for specific placements or applications is made at the discretion and sole risk of the CLIENT and **Crete Luxury Art Design** shall have no liability for such selections.

8 | Product pricing

- 8.1 **Crete Luxury Art Design** official Pricelists are public, and all prices of each PRODUCT are displayed in EURO and DOLLAR.
- 8.2 **Crete Luxury Art Design** Price Lists substitute any other published or advertised before, so it must be consulted prior to the order.
- 8.3 Prices are subject to change and will be as quoted on the **Crete Luxury Art Design** official price list at the time of the agreement.
- 8.4 All prices are retail prices and do not include VAT, or any other taxes, duties, and related shipping costs.
- 8.5 **Crete Luxury Art Design** reserves the right of applying VAT costs in all relevant cases, and legal taxes and fees must be subsequently added to the retail price. **Crete Luxury Art Design** applies a separate price policy for purchases made from USA accounts;
- 8.6 Standard packaging is included in all product prices. If the CUSTOMER requires specific packaging, it will be charged accordingly.
- 8.7 All prices and transactions are EX WORK from Portugal, and therefore do not include any transportation cost or associated fees.



- 8.8 For Lighting or else products, which include electrical components, CUSTOMER should inform **Crete Luxury Art Design** of the final destination country in the so components can be suitable in accordance with the standards of the country.
- 8.9 The CUSTOMER cannot derive any rights from any information provided by **Crete Luxury Art Design** with regard to an offer, catalog, leaflet, pricelist, etc.
- 8.10 The CUSTOMER cannot derive any rights from any information provided by **Crete Luxury Art Design** with regard to an offer, catalog, leaflet, pricelist, etc.
- 8.11 **Crete Luxury Art Design** reserves the right, without prior notice, to discontinue products or change specifications and prices on products.

9 | Product / transaction certification & technical documentation

- 9.1.1 Certification on products and transactions, as well as other technical documents, are available upon request prior to order placement and may be subject to issuance fees.

10 | Payment policy & dispatch

- 10.1 Prior to the start of the production and/or delivery of the products, **Crete Luxury Art Design** requires a 50% advance payment deposit of the total amount, to settle all standard orders. The remaining final balance is required once the order is completed and prior to shipping from Portugal.
- 10.2 For Custom / Bespoke orders and for Stock Orders, an advanced payment deposit of the total amount is required.
- 10.3 Reservations are allowed for Stock products only. It requires an advance payment of 10% of the total amount of the Product. Reservations' payments are non-refundable.
- 10.4 The CUSTOMER must make each payment via bank transfer as indicated on the ORDER form. The CUSTOMER is advised to confirm Crete Luxury Art Design's bank details prior to making any payment, and it is also advised to send proof of the bank transfer to the designated REPRESENTATIVE.
- 10.5 An Order Invoice for each PURCHASE is emitted and sent to the CUSTOMER, once the remaining balance is cleared.
- 10.6 All alterations to the Invoice in terms of billing details, and other relevant information, should be requested prior to clearing the order balance. All alterations required once a Final Invoice is submitted will be subject to an administrative fee.
- 10.7 The purchased PRODUCTS may be dispatched once the PURCHASE final balance is cleared with the complete payment of all amounts due by the CUSTOMER to Crete Luxury Art Design.



11 | Shipping policy

- 11.1 All prices and transactions are EX WORK, and therefore do not include any transportation cost or associated fees.
- 11.2 When on behalf of the CUSTOMER, the loading, transport, logistics, customs clearance, insurance, unloading, or installation of the piece at the place of destination is the entire responsibility of the CUSTOMER. **Crete Luxury Art Design** will be free of any charges or responsibility for events, loss, or any and all damages, during or after transport or installation.
- 11.3 Shipping Services are available upon request to Crete Luxury Art Design. Shipping services are charged in separate from Product orders. Quotes for Shipping Services are sent via PRO-FORMA invoice and valid for 10 working days since the date of issuance.
- 11.4 When the Shipping Quote is requested to **Crete Luxury Art Design** and sent to the CUSTOMER before the advance payment of the Products, **Crete Luxury Art Design** is committed to considering the cost of the Pro-forma invoice sent previously.
- 11.5 All transportation services require the receiver of the goods to verify their status with the carrier upon delivery. The POD must be signed with reservations subject to verification with/without apparent damage and provided to **Crete Luxury Art Design** whenever requested.
- 11.6 Ownership of the product transfers to the CUSTOMER upon the freight carrier taking possession of the order for transport.
- 11.7 For orders with a final destination outside Europe, **Crete Luxury Art Design** reserves the right to issue the DU (export document) with an additional fee per invoice. For orders with a final destination in the United States, **Crete Luxury Art Design** reserves the right to issue the DU (export document) with an additional fee per invoice.

(For Shipping Claims, consult 15.WARRANTY & DAMAGE CLAIMS)

12 | Product warehouse & storage fees

- 12.1 **Crete Luxury Art Design** reserves the right of applying a storage fee for all PRODUCTS that remain in the shipping warehouse for more than 10 working days since the notification that the final balance is due, and/or shipping arrangements have not been made within 10 working-days after CUSTOMER being informed that the order is ready to dispatch.
- 12.2 Storage fees may be applied up to the total invoice amount if the remaining balance is not paid in full in 10 working-days after CUSTOMER being informed that the order is ready to dispatch.
- 12.3 Only after the payment of such fees can the Order can be picked up by the CUSTOMER.

13 | Lead times production

- 13.1 The standard production lead time for **Crete Luxury Art Design** pieces is **8 to 12 weeks**. The lead is triggered on the date the advanced payment is received. Delivery time is not included.
- 13.2 Lead time for large quantities' orders, orders with 1 or more personalized/custom-made products, prototypes, and/or bespoke products, it demands a case-by-case review. **Crete Luxury Art Design** reserves the right to adjust the time of delivery accordingly. It must be agreed previously and accepted in writing an agreement between all parties.



13.3 For custom orders, **Crete Luxury Art Design** starts the stipulated lead time once the technical drawing is signed and sent to the REPRESENTATIVE, and the reception of the upfront payment.

13.4 **Crete Luxury Art Design** offers an Express Order Service based on a Reliable Advanced Stock program; whose order lead time is reduced to a shorter period. This service is applicable to most pieces, and it is subject to product availability.

14 | Contract orders

14.1 **Crete Luxury Art Design** has the industrial capacity to customize standard products and/or new products to meet contract specifications and requirements.

14.2 Contract Orders require special pricing and delivery time based on quantity and features. **Crete Luxury Art Design** reserves the right to set the official quote accordingly and to adjust the time of delivery accordingly.

14.3 **Crete Luxury Art Design** offers CUSTOMERS the possibility of negotiating a supply agreement, of which a draft should be requested to the REPRESENTATIVE. Terms, conditions, and responsibilities are proposed case-by-case at Crete Luxury Art Design's discretion and are agreed by both parties, and should be signed prior to any PURCHASE.

15 | Warranty & damage claims

15.1 **Crete Luxury Art Design** shall be liable for material defects in accordance with the applicable legal provisions. Additional warranty from Crete Luxury Art Design's suppliers' is only applicable if stated in the respective article invoice.

15.2 Every claim is assessed case-by-case by Crete Luxury Art Design's Customer Care Service. Should any issue with the products received be detected, a written claim must be submitted to the REPRESENTATIVE and **Crete Luxury Art Design** Customer Care service (at info@creteluxuryartdesign.com) within 3 working days after the reception of the products. After this period, **Crete Luxury Art Design** reserves the right to decline any responsibility for the conditions of the goods.

15.3 Crete Luxury Art Design's strongly advises CUSTOMERS to verify first if damages are perceptible on the package, and then verify all crates upon delivery in order to check for unconformities in the conditions of the goods.

15.4 The original packaging of the products must be kept. In case a claim is submitted, the packaging must be kept during the period in which the claim is settled.

15.5 If the collection or return of any item is needed and the original packaging was not kept, the client shall be responsible for all costs and procedures necessary for the item to be in shipping conditions. **Crete Luxury Art Design** shall not be liable in any way for the replacement, acquisition, or any other costs related to the replacement of the original boxes or crates.

15.6 Damaged products being returned must be in the condition in which they were received by the CUSTOMER. The products must be well accommodated to avoid extra damages. The CUSTOMER must not attempt to modify, handle, install, or repair them.

15.7 **Crete Luxury Art Design** compromises to offer the client a solution proposal within 5 working days of the claim registration and all information requested by the Customer Care service is cleared.



- 15.8 The CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims must be accompanied by photographic or video evidence that supports the client's complaint, in which all the products, correspondent crates, and/or boxes and issues claimed are clearly shown, and a written detailed description.
- 15.9 **Crete Luxury Art Design** ensures the repairing or replacement of the components detailed in the claim submission form. **Crete Luxury Art Design** strongly advises storing the products in good condition. All other damages not included in the claim submission will not be covered under the **Crete Luxury Art Design** warranty and may be subjected to an upcharge.
- 15.10 **Crete Luxury Art Design** reserves the right to refuse any item repairing, pick-up or delivery, from any location other than the original shipping address. Any transportation of the product from destination to a second location will forfeit any transportation damage claim.
- 15.11 When claims occur, **Crete Luxury Art Design** exchanges information with the CUSTOMER of the related purchase. **Crete Luxury Art Design** reserves the right to not share information or deal with other entities or persons besides the CUSTOMER.
- 15.12 **Crete Luxury Art Design** is not responsible for claims from orders placed to other entities, agents, showrooms, or any other beyond Crete Luxury Art Design's reasonable control, besides an official REPRESENTATIVE of Crete Luxury Art Design.
- 15.13 **Crete Luxury Art Design** reserves the right to decline responsibility if: a. The claim is presented after the 3 working day period, or is not accompanied by the mandatory information mentioned in 5 working days; b. The claimed products were altered out or any way tampered with, either by the client or by a third party, without Crete Luxury Art Design's consent; c. The products show clear signs of regular use.

Shipping claims

- 15.14 Claims for defects as a result of the shipping process handled by the CUSTOMER, are not covered under Crete Luxury Art Design's warranty. **Crete Luxury Art Design** is not responsible for a CUSTOMER's own or third-party freight damage and claim. In these cases, **Crete Luxury Art Design** is committed to finding a suitable solution with the CUSTOMER.
- 15.15 In the case of EXW shipping, **Crete Luxury Art Design** is not liable for damage sustained in transit cargo. In the case of DAP/DDU/DAT shipping, please note that before signing the merchandise delivery document, the CUSTOMER is required to confirm if the package has any perceptible damages. If damages are perceptible on the package, the CUSTOMER should mention "subject to verification" in order to safeguard any eventual damages to the merchandise and file a claim under the insurance policy.
- 15.16 When on behalf of Crete Luxury Art Design, should visible or concealed damage occurs in transit, immediately notify the delivering carrier with initial notification of intent to file a claim. Failure to report, or to provide a written claim for any damage or loss within 3 working days of the delivery will automatically release **Crete Luxury Art Design** for any liability for damage sustained in transit cargo.
- 15.17 The CUSTOMER may claim warranty on defects that result from mishandling in the shipping process, up to 3 working days after receiving an order. As a result, the CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims related to shipping must be accompanied by the signed POD, photographic or video evidence that supports the client's complaint, in which all the products, correspondent crates, and/or boxes and issues claimed are clearly shown, and a written detailed description.
- 15.18 Proving that any damage in the piece caused by quality requires replacement, **Crete Luxury Art Design** compromises to exchange the damaged part or complete product(s) within a period agreed with the CUSTOMER. It is MANDATORY that **Crete Luxury Art Design** collects the damaged part or complete piece(s) to replace it with a new one(s).



16 | Order cancellation or modification

- 16.1 Prior to the start of the production and/or delivery of the products, **Crete Luxury Art Design** requires advance payment for every order. Products are manufactured upon the confirmation of deposit.
- 16.2 Should the CUSTOMER need to modify a requested article, its finish or quantity, or correct any errors in the order, specified in the official Pro-Forma invoice, following its corresponding order placement, the CUSTOMER should follow the instructions suggested by the Customer Care service at info@creteluxuryartdesign.com.
- 16.3 **Crete Luxury Art Design** reserves the right to charge for any alterations made to the order, 3 working days after its payment confirmation is received.
- 16.4 To exercise the right of withdrawal, the CUSTOMER must contact Customer Care at info@creteluxuryartdesign.com.
- 16.5 Cancellations are accepted within 48h after the deposit of the first advance payment. Any and all cancellation requests will not be accepted after that period.
- 16.6 **Crete Luxury Art Design** reserves the right to retain 30% of the total amount of the Product by the CUSTOMER for all Standard Orders. The same is applied for Custom / Bespoke orders if a Technical drawing was not sent from the REPRESENTATIVE to the CUSTOMER.
- 16.7 For Custom / Bespoke orders, if the Technical drawing has been sent from the REPRESENTATIVE to the CUSTOMER, **Crete Luxury Art Design** reserves the right to retain 50% of the total amount deposited by the CUSTOMER. The same is applied for Stock Orders.
- 16.8 Cancellations will not be accepted of any Custom / Bespoke orders if a Technical drawing is approved and signed by the CUSTOMER and/or the production started. **Crete Luxury Art Design** reserves the right to refuse the return or refund of any Custom / Bespoke item.
- 16.9 **Crete Luxury Art Design** reserves the right to complete a refund or make an item replacement, only once the original item has been delivered to its designated warehouse and verified for damage.
- 16.10 **Crete Luxury Art Design** is also reserved the right to refuse or deduct the credit from a refund in cases where the original item is not returned in pristine condition. All products must be returned in their original packaging (box, accessories, inserts, protection, leaflets, etc.) and must be accompanied by the purchase invoice.

17 | Privacy and Security Policy

- 17.1 The information and data related to any Client are processed by **Crete Luxury Art Design**, and are subject to the general regulation for the protection of personal data.
- 17.2 The Client will provide **Crete Luxury Art Design** with an email address and another form of contact, correct and complete, and accepts that **Crete Luxury Art Design** can contact you, using such data, if necessary.
- 17.3 The Client commits himself to inform **Crete Luxury Art Design** of all and any change in his personal data.
- 17.4 The Client has the right of opposition, access, rectification and elimination of personal data, according to the General Regulation of Protection of Personal Data.



18 | Force majeure

18.1 **Crete Luxury Art Design** shall not be responsible and/or liable for any damages or loss, completion, shipment, or default in delivery towards the CUSTOMER caused by beyond **Crete Luxury Art Design's** reasonable control, but not limited, to:

- a) government action, war, riots, civil commotion, embargoes or martial laws, strikes, trade union conflicts, accidents, lockouts, terrorism;
- (b) Manufacturer's shortage or absence of raw material, delays on the part of suppliers sources or forwarders;
- (c) shortage of labor, production, or other contingencies of manufacture;
- (d) shortage of transportation facilities or other delays in transit;
- (e) fire, flood or other casualties; as a result of which **Crete Luxury Art Design** is not able to fulfill its activities and/or obligations under the agreement.

19 | Intellectual property / confidentiality

19.1 **Crete Luxury Art Design** may reasonably use the photos of the product for the promotion of its own activities and publicity.

19.2 The CUSTOMER acknowledges and agrees upon that the PRODUCT without the prior written approval of and agreement with **Crete Luxury Art Design**, may not be duplicated, copied, published, and/or used for any commercial, marketing or advertising activity or any other purpose than foreseen in the agreement. In case of any agreed use of the work by the CUSTOMER, the client shall expressly and in a clear manner mention the name of **Crete Luxury Art Design** as the designer of the work.

19.3 **Crete Luxury Art Design's** products are not allowed to be used for commercial, marketing, or advertising activity when the entities are not in the possession of the corresponding products.

19.4 Without prejudice of claiming damages and/or compensation by **Crete Luxury Art Design** a violation of this article shall rise a penalty to be charged accordingly, with immediate effect, and not subject to any judicial intervention, per violation and/or per day during which the violation continues.

19.5 The CUSTOMER undertakes to keep the agreement, the terms of the agreement, and all information exchanged with **Crete Luxury Art Design** strictly confidential, throughout its validity period and afterward, without a time limit.

20 | Liability

20.1 **Crete Luxury Art Design** shall not be liable for any lost profits or savings, loss of reputation or goodwill, indirect or incidental, or consequential damages arising out or in connection with the sale of the goods.

21 | Amendments & updates

21.1 The General Terms and Conditions may be amended from time to time due to new laws and regulations or other reasons. The new Terms and Conditions shall be effective as of the date of publication on www.creteluxuryartdesign.com and shall therefore apply to orders submitted after that date.

22 | Applicable Law

22.1 The applicable law is the Portuguese law.

22.2 Any litigation related to the interpretation and/or execution of these terms and conditions is the jurisdiction of the Portuguese courts.

(Last update 17 November 2019)