
TERMS & CONDITIONS

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Terms and Conditions are subject to change at any time, without prior notice. For the latest version on these Conditions please see it online on our Website. These Conditions can be saved electronically or printed by all users of our Website. Whilst they remain posted on our website, these Conditions will apply to all transactions carried out via our Website, e-mail and by telephone. By placing an order, it is implied that you accept our terms and conditions as listed below: Version dated 01/01/2021

PRICES

1. We reserve the right, without prior notice, to discontinue products or change specifications and prices on products;
2. Prices always refer to a single unit and VAT is not included in the price. Legal tax and fees must be subsequently added to the price;
3. Taps not included. But we can quote the model in the images;
4. The prices are EX WORK Rio Tinto, Portugal. They do not include shipping, handling charges or assembly service;
5. Specifically, on Upholstery items, the price includes the standard fabric; in case a different fabric from MAISON VALENTINA's collection is required, the client should contact MAISON VALENTINA to enquire the price;
6. All pricing is determined by qualification of customer.

TAXES

1. All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered, hereby, shall be paid and borne by Buyer.

PACKAGING

1. Packaging is always included in our price;
2. When mandatory the use of wooden box the client should instruct when placing the order;
3. If the client requires specific packaging, it will be charged accordingly.

ACCOUNTS & PAYMENT TERMS

1. All accounts will only be registered once the first pro-forma is issued;
2. Client has to provide valid company details such as: Billing name, Billing address, VAT number (company registration number or resale number).
3. A credit application accompanied by the client's certificate of resale is required to open an account;
4. Open credit terms will be considered on an individual basis, after the first pro-forma order;
5. Proforma orders will require a 50% deposit with the order and the 50% balance prior to shipping from Portugal (until 3 days before the expedition date);
6. Proformas or customized orders require a 100% payment with the order;

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EUROS

BENEFICIARY NAME: Younique, Lda

BENEFICIARY ADDRESS: Travessa Marques de Sá, N° 68, 4435-324 Rio Tinto, Gondomar, Portugal

NIB 0010 0000 51099050001 36

IBAN PT50 0010 0000 5109 9050 0013 6

SWIFT BBPIPTPL

BANK NAME: BPI – Banco Português de Investimento

BANK ADDRESS: Av. Boavista, n° 1117, 4° andar,

4100-129 PORTO - Portugal

CURRENCY: Euro

DOLLARS

BENEFICIARY NAME: Younique, Lda

BENEFICIARY ADDRESS: Travessa Marques de Sá, N° 68, 4435-324 Rio Tinto, Gondomar, Portugal

NIB: 0010 9999 51099050601 56

IBAN: PT50 0010 9999 51099050601 56

SWIFT BBPIPTPL BANK NAME: BPI – Banco Português de Investimento

BANK ADDRESS: Av. Boavista, n° 1117, 4° andar,

4100-129 PORTO - Portugal

CURRENCY: USD

7. Payment must be made by account transfer (in Euros € or in Dollars \$) and a confirmation (receipt) of the transfer must be send by fax: +351 224 881 669 or e-mail: info@maisonvalentina.net.
8. Pro-formas should be signed and stamped by the client as a form of approval of the described content.
9. All pieces are the property of MAISON VALENTINA until payment in full is received.
10. MAISON VALENTINA reserves the right to defer the dispatch date until the balance of the order.

LEAD TIMES

1. All quoted completion and delivery dates are estimates only.
2. Production lead time is between 4 to 6 weeks for standard products, with exceptions. Delivery time is not included.
3. For selected standard products; for products with taps, clic clacs and siphons; for products with custom specifications; or for orders of large quantities, MAISON VALENTINA reserves the right to agree with the client on a different lead time.
4. Lead time for orders with COM products only start once the fabric arrives at our office and is properly identified.
5. All fabrics must be identified with the proper document.
6. MAISON VALENTINA is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the client.
7. MAISON VALENTINA is not responsible for delay in production time if there is failure in submitting the confirmation (receipt) of the transfer.

FORCE MAJEURE

1. All quoted completion and delivery dates are estimates only.
2. Manufacturer shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Manufacturer's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manufacturer's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving

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employees of w (e)-fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer's performance due in whole or in part to any cause beyond Manufacturer's reasonable control, Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances.

3. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

SHIPPING POLICY

1. All prices and transactions are EX WORK, and therefore do not include any transportation cost or associated fees.
2. When on behalf of the CUSTOMER, the loading, transport, logistics, custom clearance, insurance, unloading or installation of the piece at the place of destination is the entire responsibility of the CUSTOMER. **MAISON VALENTINA** will be free of any charges or responsibility over events, loss, or any and all damages, during or after transport or installation. Whenever the client chooses to transport the product(s) by his/her own method or mean, **MAISON VALENTINA** will be free of any charges or responsibility over events that might occur during transportation
3. Shipping Services are available upon request to **MAISON VALENTINA**. Shipping services are charged in separate from Product orders. Quotes for Shipping Services are sent via PRO-FORMA invoice and valid for 10 (ten) working days since the date of issuance.
4. Shipment arranged by **MAISON VALENTINA** includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping address only. The personnel is not permitted to handle, uncrate, or remove any packaging or materials. Should the CUSTOMER request a specific method of shipment beyond the aforementioned shipping method of **MAISON VALENTINA**, the CUSTOMER is subjected to all additional costs of additional services.
5. Additional services would include, but are not limited to: air freight, special handling, and/or white glove services.
6. **MAISON VALENTINA** will not be liable for any damages resulting from handling, loading or unloading by persons acting on behalf of the receiver. Any transportation of the piece from destination to a second location will forfeit any transportation damage claim.
7. All transportation services requires the receiver of the goods to verify their status with the carrier upon delivery. According to the existing conventions CMR (1956), Warsaw (1929), Montreal (1999), Brussels (1924), CIM (1970), the receiver shall verify the goods conditions with the carrier on the receipt and keep the package. POD (Proof of Delivery) must be signed by the receiver. In case of apparent damage, the receiver must open the goods in front of the carrier and mention the damages on POD (Proof of Delivery). The receiver should keep the products in the final destination and save the packages. In case of no apparent damage, the receiver must mention on POD (Proof of Delivery) - "subject to verification".
8. All items must be inspected for damage prior to signing the POD (Proof of Delivery). Therefore, it is the customer's responsibility to inspect the goods and report damage within a maximum of 2 working days for any claim with transport to be accepted. **MAISON VALENTINA** will not accept any claim on merchandise after 2 (two) working days. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. The customer must save all damaged crates/packaging until claim with carrier is settled. Signature of receipt by CUSTOMER'S agent or employee constitutes full acceptance of all packages stated on the bill of landing or electronic clipboard as is in condition.
9. The CUSTOMER is responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of the CUSTOMER's deposit. The refusal of damaged merchandise in no way relieves the CUSTOMER of responsibility for payment of goods. **MAISON VALENTINA** shall not be liable for delay in shipment for any cause, nor shall any delay entitle the CUSTOMER to cancel or refuse delivery of any order that has been shipped. **MAISON VALENTINA** will not honor any claims without a formal written claim and photos of damages of the product, crate and packaging.
9. Damages that are caused by the Freight Carrier and occurred during transit from **MAISON VALENTINA** to the addressee, are not the responsibility of **MAISON VALENTINA**. It is the receiver's responsibility to inspect items received upon delivery to ensure proper measures can be taken to file a claim with the Freight Carrier.
10. Should any of these terms not be followed by the CUSTOMER and should **MAISON VALENTINA** have photographic evidence of the items before shipping in good conditions, claims over such items will not be accepted by **MAISON VALENTINA**.

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11. Ownership of the product transfers to the CUSTOMER upon the freight carrier taking possession of the order for transport.
12. For orders with a final destination outside the European Union, **MAISON VALENTINA** reserves the right to issue the DU (export document) which has a cost of 80€/99\$ per invoice. Any other transport/export documents must be required by CUSTOMER. **MAISON VALENTINA** is free of any responsibility if those documents are not required by the CUSTOMER in useful time.
13. Any shipments returned to **MAISON VALENTINA** as a result of CUSTOMER's unexcused delay or failure to accept delivery will require CUSTOMER to pay all additional costs incurred by **MAISON VALENTINA** including storage fees.
14. When the CUSTOMER's order is nearing completion, **MAISON VALENTINA** will notify the CUSTOMER so shipment can be arranged.
15. All products are carefully packed and inspected prior to shipment.

PRODUCT WAREHOUSE & STORAGE FEES

1. MAISON VALENTINA reserves the right of applying a storage fee for all PRODUCTS that remain in the shipping warehouse for more than 15 (fifteen) working-days since the notification that the final balance is due, and/or shipping arrangements have not been made within 5 (five) working-days after CUSTOMER being informed that the order is ready to dispatch.
2. Storage fees may be applied per m2. The charge will be compounding weekly either in the Portuguese or in the US warehouse.
3. The fees are as bellow stated:
 - 3.1) Minimum weekly storage value per m2 for an area up to 50 m2 (€/m2) = € 135.00 (one hundred and thirty-five euros);
 - 3.2) Weekly storage value per m2 for an area greater than 50m2 and less than or equal to 100 m2 (€/m2) = € 2,75 (two euros and seventy-five cents);
 - 3.3) Weekly storage value per m2 for an area greater than 100m2 and less than or equal to 150 m2 (€/m2) = € 2,80 (two euros and eighty cents);
 - 3.4) Weekly storage value per m2 for an area greater than 150m2 and less than or equal to 200 m2 (€/m2) = € 2,90 (two euros and ninety cents);
 - 3.5) Weekly storage value per m2 for an area greater than 200m2 and less than or equal to 250 m2 (€/m2) = € 3,00 (three euros);
 - 3.6) Weekly storage value per m2 for an area greater than 250m2 (€/m2) = € 2,90 (two euros and ninety cents).
4. Orders that accrue storage fees cannot be released until the fees and/or the remaining balance are paid. If the order extends 1 (one) month after the CUSTOMER was informed that the order is ready to dispatch, the CUSTOMER consents to release the order to MAISON VALENTINA stock, and the 50% order deposit is lost. In case the order is paid in full, a credit note will be issued: 60% for standard orders and 50% for custom orders.

WARRANTY & DAMAGE CLAIMS

1. MAISON VALENTINA shall be liable for material defects in accordance with the applicable legal provisions. Additional warranty from MAISON VALENTINA's suppliers' is only applicable if stated in the respective article invoice.
2. Proving that any damage in the piece caused by quality requires replacement, MAISON VALENTINA compromises to exchange the damaged part or complete product(s) within a period agreed with the CUSTOMER. It is MANDATORY that MAISON VALENTINA collects the damaged part or complete piece(s) to replace it by new one(s).
3. Every claim is assessed case-by-case by MAISON VALENTINA Customer Care Service. Should any issue with the products received be detected, a written claim must be submitted to the REPRESENTATIVE and MAISON VALENTINA Customer Care service (at customercare@maisonvalentina.net) within 2 (two) working days after the reception of the products. After this period, MAISON VALENTINA reserves the right to decline any responsibility on the conditions of the goods.
4. MAISON VALENTINA strongly advises CUSTOMERS to verify firstly 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.
5. 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.
6. If the collection or return of any item is needed and the original packaging was not kept, the client shall be responsible for all

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costs and procedures necessary for the item to be in shipping conditions. MAISON VALENTINA shall not be liable in any way for the replacement, acquisition, or any other costs related with the replacement of the original boxes or crates.

7. 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.

8. MAISON VALENTINA compromises to offer the client a solution proposal within 5 (five) working days of the claim registration and after all information requested by the Customer Care is provided by the CUSTOMER.

9. The CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims must be accompanied by photographic and/or video evidence that support the client's complaint, in which all the products, correspondent crates and/or boxes and issues claimed are clearly showed, and a written detailed description.

10. MAISON VALENTINA ensures the repairing or replacement of the components detailed in the claim submission form if it is assessed that the damage is MAISON VALENTINA's responsibility. MAISON VALENTINA strongly advises to storage the products in good conditions. All other damages not included in the claim submission will not be covered under MAISON VALENTINA warranty, and may be subjected to an upcharge.

11. MAISON VALENTINA 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.

12. When claims occur, MAISON VALENTINA exchanges information with the CUSTOMER of the related purchase. MAISON VALENTINA reserves the right to not share information or deal with other entities or persons besides the CUSTOMER.

13. MAISON VALENTINA is not responsible for claims from orders placed to other entities, agents, showrooms, or any other beyond MAISON VALENTINA reasonable control, besides an official REPRESENTATIVE of MAISON VALENTINA.

14. MAISON VALENTINA reserves the right to decline responsibility if: a. The claim is presented after the 2 (two) working day period, or is not accompanied by the mandatory information mentioned in 5 (five) working days; b. The claimed products were altered or in any way tampered with, either by the client or by a third party, without MAISON VALENTINA consent; c. The products show clear signs of regular use.

SHIPPING CLAIMS

1. Claims for defects as a result of the shipping process handled by the CUSTOMER, are not covered under MAISON VALENTINA warranty. MAISON VALENTINA is not responsible for a CUSTOMER's own or third party freight damage and claim. In these cases, MAISON VALENTINA is committed to finding a suitable solution with the CUSTOMER.

2. In the case of EXW shipping, MAISON VALENTINA is not liable for damage sustained in transit cargo. In the case of DAP/DDP/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" on the POD (Proof of Delivery) in order to safeguard any eventual damages to the merchandise and file a claim under the insurance policy.

3. When on behalf of MAISON VALENTINA, should visible or concealed damage occur in transit, immediately notify the delivering carrier with initial notification of intent to file a claim. Failure to report, or to provide written claim for any damage or loss within 2 (two) working days of the delivery will automatically release MAISON VALENTINA for any liability for damage sustained in transit cargo.

4. The CUSTOMER may claim warranty on defects that result from mishandling in the shipping process, up to 2 (two) 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 (Proof of Delivery), photographic or video evidence that support the client's complaint, in which all the products, correspondent crates and/or boxes and issues claimed are clearly showed, and a written detailed description.

RETURN AUTHORIZATION

1. MAISON VALENTINA does not accept returns. It is within our sole discretion as to whether to accept returns of merchandise.

2. Items returned without our prior authorization will be refused at buyer's expense.

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3. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance.
4. The 40% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

ORDER POLICY

1. Email orders are the best way to send in your order. All orders must be submitted in writing by including a purchase order number, job or customer name.
2. An order confirmation will be sent out within 24 hours by email. Merchandise is manufactured upon the receipt of the order and deposit of 40% of the order value.
3. Cancellations will not be accepted after 5 working days from the order issue date. The amount already paid will be credited (MAISON VALENTINA Credit Note) to the same entity that was ordered from us.
4. Changes in orders, returns or cancellations require prior written approval from manufacturer. In every other aspect (delay, client indecision, loss of projects, etc.) the amount paid to MAISON VALENTINA will not be refunded or credited as Credit Notes, and the client will lose any right to the goods.
5. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

CUSTOM ORDER

1. These orders will necessitate special pricing based on quantity and features.
2. All custom designs are subject to a non-refundable design fee plus any customization charges. In specific cases of customization, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be noticed of any said fees.
3. For pieces with custom specifications we reserve the right to extend the listed lead time.
4. Custom orders are not returnable under any circumstances. If a custom order is received produced incorrectly (i.e.: wrong finish or fabric) MAISON VALENTINA reserves the right to reproduce or repair the current merchandise prior discussing a return. All custom order returns due to production issues will be handled on a case-by-case basis.

CONTRACT/HOSPITALITY ORDERS

1. MAISON VALENTINA has the ability to customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features. Please contact MAISON VALENTINA for contract quotes.

CODE COMPLIANCE

1. MAISON VALENTINA makes no representation that it's products comply with any or all local building codes. It is the Buyer's responsibility for determining local code compliance.

INTERNET POLICY

1. Dealer internet websites may neither advertise, nor in any way display the MAISON VALENTINA name, logo, product images or any other branded company symbols or information without prior written consent from the company.
2. Dealer websites may not display pricing on MAISON VALENTINA pieces, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact MAISON VALENTINA for further company guidelines on internet usage

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DISTRIBUTION POLICY

1. We reserve the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on our ability to compete and sell within a market area.

PRODUCT

1. Each MAISON VALENTINA design is hand crafted. While every effort is made to maintain uniformity, slight variations may occur.
2. Some products may have marks, minor pitting, porosity, and small colour anomalies. These are the distinguishing traits of our handcrafted casted brass products.
3. Marble is a natural stone, subject to significant colour variations. Therefore, each piece may have veins, colour differences, mineral intrusions, pores, and grouting.
4. MAISON VALENTINA is free of committing any design improvement without notification. Images on catalogue or website may vary from the final product. We work every day to enhance the quality of our products aesthetically, usability and reliability.
5. For custom requirements every case will be assessed individually by

CLEAN & CARE

1. LEATHER: The leather is a soft porous material that can easily absorb liquids and oily substances. Avoid saturating the leather with liquids for a long period. Take care of the leather with a gentle and light cleaning. It is a natural, "living" material that needs to move naturally. We recommend that stained or dirty leather be cleaned by professionals.
2. TEXTILES: The cleaning of the textiles should be vacuum or by brushing lightly. They should be kept away from direct sunlight.
Rotate and reverse pads when cleaning for an even strain. High pile fabrics may lose their initial height, to avoid this; we recommend a gentle steam cleaning to return it to its initial shape. In the case of brushed ones, they should be brushed by a soft hairbrush. Cleaning with water or cleaning solvents may cause tissue discoloration. We recommend that stained or dirty fabrics be cleaned by professionals.
3. METALS: Never use alcohol or detergents on metals. Use only thin cotton or extra soft cloths. We recommend that stained metals be cleaned by professionals.
4. POLISHED METALS: The polished metals should be cleaned with a damp cloth. Do not use ointments or commercial waxes directly on the materials as they may scratch or damage the finish. The products we recommend are Brasso, Simichrome or Flitz. These can be used without inflicting damage on our products, unless the surface has a wax coating, these polishes will remove the wax isolating the metal.
5. TIMBER AND LACQUERS: Woods and lacquered bring depth and beauty to the products. –Even being protected with varnish and other finishes they are susceptible to erosion. The items should only be cleaned with a soft cloth. Do not use commercial ointments or waxes. Wood and lacquer should not be close to heaters or air conditioners to avoid excessive drying or exposure to moisture. Avoid extreme humidity changes at home; as extremely dry air can cause damage to the wood and crack the lacquer. Do not place hot or damp objects directly on the wood. Rubber and plastics placed on the woods can also damage the material. We recommend that stained or dirty wood, as well as lacquered, be restored and recovered by professionals.
6. MARBLES: Clean with normal neutral detergents with low alkaline content. We do not recommend the use of aggressive products such as anti-lime, acids, abrasives, degreasers, alcohol.
7. ALL MATERIALS: For any product that is damaged or excessively worn professional help should be sought.

STOCK

1. We keep a reasonable number of products available for shipment. To get hold of our Ready to Ship

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list, please contact one of our Sales and Product Specialists or access through this link: [Ready to Ship](#).

WARRANTY AND DISCLAIMER

1. There are no warranties with our products. When issues arise, MAISON VALENTINA reserves the right to determine whether a replacement or repair is most appropriate.

SAMPLES

1. MAISONVALENTINA has samples available of all its standard finishes, for hard case and fabrics. If the clients wish to acquire any of the finishes they should contact, via email at info@maisonvalentina.net or via phone at +351 914 924350 in order to purchase them.

COPY RIGHTS

All rights reserved. No part of MAISON VALENTINA design pieces may be reproduced, distributed, or transmitted in any form or by any means, including prototyping, 3D drawings, or other electronic or mechanical methods, without the prior written permission of the brand, except noncommercial uses permitted by copyright law. For permission requests, write to the brand, addressed "Attention: Copy Right permission," at info@maisonvalentina.net