TERMS AND CONDITIONS – Dooq, Lda

Any order implies the acceptance of Dooq, Lda Terms and Conditions as described below.

GENERAL

1. Any question that may arise from the interpretation, application or obedience to the Terms and Conditions must be viewed and resolved in accordance with the laws of Portugal.

PRICES

1. The current price list replaces previous versions;
2. Each price indicated refers to one unit; Prices for upholstered pieces with fabric are calculated over net quantity of fabric needed; for small orders minimum fabric quantities may apply;
3. Prices indicated do not include VAT nor Transport Cost;
4. Dooq Standard Packaging is included in the price. Upon request, special packaging may be developed under extra cost;

ORDERS AND PAYMENT CONDITIONS

1. Product prices are ex-works, the transport cost may be added to the invoice upon request and will be at client's cost;
2. For each order, the corresponding proforma invoice will be sent to the client through e-mail, and confirmation must be given by the client in writing by e-mail;
3. Payment terms are 50% deposit with order confirmation and balance before shipping. Production starts after downpayment is received in our account. The balance payment is requested approximately two (2) weeks before the approximate date predicted for dispatch. Payments should be made through bank transfer and copy of payment confirmation documents should be sent through e-mail to info@-dooqdetails.com always referring your proforma invoice number. Without the reference of the proforma invoice it will take longer to identify downpayments, which may cause a delay in production.
4. For orders shipping outside of the European Union, sales tax and customs duties may apply. These are to be paid by the customer upon delivery. Your total order does not include these taxes and duties.
5. If the price, discounts or dates of delivery are based on an apparent error, Dooq, Lda may correct the mistakes or cancel the order.
6. If discount is agreed for the purchase of a certain quantity or range in an order, Dooq, Lda is not obliged to apply the discount if fewer or different goods than those agreed are actually ordered.

7. Dooq, Lda may postpone any delivery in the case of production problems affecting the quantity of goods or the quality of goods produced.
8. **Cancellation of orders** - Dooq,Lda reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by Purchaser will be returned.

TRANSPORT POLICY

1. Prices are ex-works, transport and insurance costs are not included;
2. Dooq, Lda may arrange the transport of the goods and will conduct its' best efforts so that it is carried out as swiftly as possible, however Dooq, Lda cannot guarantee transport times as the transport will be assured by a forwarder external to our company, and cannot be held responsible for any transport delay or occurrence, nor for any resulting damage;
3. When transport is arranged by Dooq, Lda with its usual forwarder, transport will be exclusively door to door, meaning that the transporter will unload the goods at the client's address street door, at street level (will not enter the building or climb stairs). Access to heavy duty truck must be assured or transport cost surcharges will be charged to the client.
4. For transports with our forwarder, correct delivery address should be indicated upon the confirmation of the order by submission of **Shipment Details Form**, which will be provided by your account manager. Changes in delivery address are only allowed until the balance payment is done. In exceptional cases we may allow changes to the address after goods have been shipped which translates into a **service fee of 50€** (for documentation issuing and transport coordination) **that will be charged to the client.** In case of change a new form with updated information must be submitted by e-mail to your Account Manager again.
5. Delivery Access is the responsibility of the client. It is the client's responsibility to check that all goods have free and easy access to its final destination.
6. Client may choose to organize the transport of the ordered goods. In this case, our responsibility is limited to the preparation of the goods to be collected and ends at the moment of goods pick up at our warehouse. Dooq, Lda will be free of any charges or responsibility over events that might occur during transportation. In this case all management of the transport should be held by the client.
7. Condition of goods must be verified immediately upon delivery. Any claim must be submitted with photographic evidence of the damages by email to info@dooqdetails.com, within 24h after goods have been received. The package of goods must also be kept for claim purposes. If Dooq, Lda has arranged the transport and if the goods or the packages show any damage, the description of such damage must be written on the transporter delivery note. If the deliverer does not wait for the inspection of goods, this should also be clearly noted in the delivery note as **"Under Reserve / Not Verified – Driver Refused to wait". This note on the delivery document is critical, without it will not be possible to activate insurance coverage and the claim will be therefore refused.**
8. The E-mail Title of the claim must show: CLAIM project number D_ _ _ _ _ _ _ _ _ (9 digits). The project number can be found on the top left side of your PI document.
9. Any transportation of the goods from delivery address to a second location will forfeit any transportation damage claim. Dooq, Lda will not be liable for any damages that might occur from pick up, handling and / or installation by individuals acting on behalf of the client / receiver.

10. Since the Terms and Conditions of the order are ex-works, Dooq, Lda is not responsible for loss or damage in transit.
11. After verification of the damage and its causes, and if there is evidence that the responsible is the transporter, damaged pieces will be either replaced or repaired, as per decision of our technical department.
12. If damage has occurred in shipping all packaging must be retained by receiver. Failure to do so may invalidate any claim.
13. Packing is tested for rigorous motion and transportation but is not guaranteed to protect Products from conditions over which the Dooq,Lda has no control.

WARRANTY POLICY

1. Dooq, Lda provides a limited warranty of 1 year for contract use and 2 years for residential use of our products, to the original purchaser, against defects in material and workmanship. This warranty does not cover second purchasers of the products nor distressed products by display use or display samples. Colour and varnishing variations are natural in woods and leathers and are not defects but characteristics; Slight colour variations on fabrics and lacquered metal are also possible and are not defects. These situations do not apply to warranty.
2. This warranty applies under conditions of normal use and excludes damage caused by misuse, or those resulting from fading caused by exposure to excess light (pieces should be protected of direct sunlight), soiling, improper cleaning, abnormal use or accident.
3. Any costs for packing and shipping are not covered under this warranty. To obtain proper service under this warranty, the original purchase receipt must be presented.
4. Dooq, Lda is not considered responsible for the following:
- Damage caused by improper cleaning solutions or methods other those recommended by Dooq, Lda;
- Damage caused by improper installation or assembly by the costumer or costumer’s agent;
- Products not installed following instructions or damaged by careless removal of packaging;
- Dramatic temperature variations or exposure to unusual conditions;
- Costumer’s Own Material or other third party materials applied to Products;
- Normal wear and tear or acts or omissions of parties other than Dooq, Lda (including user modification);
- Damage to our lamps, parts of our lamps or shades, caused by improper use of light bulbs; - Damage caused by exposure to weather or improper environment;
- Changes in the appearance of the hand rubbed finishes or un-lacquered finished. These are meant to age in appearance;
- Any costs of installation, removal or re-installation; - Restoration or repair work;

- Any parts purchased separate from our lamps;
- Damage caused by a carrier other than Dooq's forwarder;

LIMITATIONS OF LIABILITY

Dooq, Lda, its contractors and subcontractors or suppliers of any tier shall not be liable to Purchaser for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement.
Purchaser's remedies set forth herein are exclusive and the liability of Dooq, Lda with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based.
To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

RETURN POLICY

1. Because of the custom, made-to-order nature of our work, we are not able to accept returns or offer exchanges. Once your order is placed, cancellations will not be permitted.

POLICY FOR DEFECTIVE PRODUCTS

1. Defective goods may only be returned to Dooq at Dooq's expense after the latter has given its prior written approval or after Dooq has requested to return the defective goods. If the goods have not been received within 15 (fifteen) working days, Buyer is supposed to keep the goods and to have withdrawn its complaint.
2. 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 are fully at Buyer's charges.
3. The defective part/ piece must be received by Dooq in its original package before any replacement can be sent - especially in all cases concerning customize products or new products created to meet contract specifications.
4. For all sales to Russia, and in case the goods are being returned as a complaint, it is the customer's responsibility to get the goods to a point of distribution in Europe, such as Italy or Germany, and support this shipping.
After checking the claimed piece and in case there is proof of production problem, Dooq will support all the previous transportation costs related to the fixing of the issue.

CERTIFICATION POLICY

1. Dooq, Lda may provide the following services for a special fee: Certicate of Origin, Authentication of Invoices, Inspections, Storage and Demurrage, Change of Details on Final Invoice. Please contact our staff regarding prices.

STORAGE

1. Dooq, Lda reserves the right to apply a daily warehouse fee of 2% the total of the proforma if outstanding proforma balance is not paid and/or shipping arrangements have not been made within ten (10) business days following the notication for balance payment;
2. All pieces remain Dooq, Lda's property until full payment is received; Orders that accrue storage fees cannot be released until the fees and the remaining balance are paid.

LEAD TIME

1. The production time is generally 11 to 14 weeks, delivery time not included. There may be variations on large quantities orders and during busy periods, in which case Dooq, Lda will notify the client in response to the request or consult. For pieces with custom specifications or orders of large quantities, Dooq, Lda reserves the right to agree with the customer on a different lead time.
2. **Estimated Lead Times** - Dooq, Lda will provide you with an estimated production completion week upon placement of your order. This week is an indication only; actual week of production completion may differ due to circumstances out of our control.
3. Dooq, Lda is not responsible for the delay in production time if client fails to submit the confirmation (receipt) of the transfer. Lead time for orders with COM/COL products only starts once the fabric arrives at our office and is properly identified.
4. All fabrics must be identified with the proper COM/COL Form that is sent with the proforma. Dooq, Lda is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the customer.
5. **Delay/Force Majeure** – Dooq,Lda shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control.
If any such event occurs, Dooq, Lda may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

PRODUCT FEATURES

1. Dooq, Lda reserves the right, without prior notice, to discontinue products or change specifications on products. Images on the catalogue or website may vary from the final product. We work every day to enhance our product's quality, aesthetics, usability and reliability which may result in variations.
2. Dooq's products are handmade one by one, therefore there may be some slight differences from piece to piece, that are not considered defects but normal features of the products. Many finishes are applied by hand and may vary in color, tone and character. While Dooq, Lda will make all efforts to

match a finishes, no guarantee can be made of an exact match and there might be some variations between products. Dooq, Lda does not guarantee finishes against fading and oxidizing throughout the years, as this is considered a normal aging process. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty of the material.
3. Depending on the materials used for its manufacture, the original goods may change in the course of time, due to environmental influences (UV – light and other for lacquered goods, colors, fabrics and other).
4. Dooq, Lda has the ability to customize existing products or new products to meet contract specifications – all situations that require custom designs are subject to an upcharge. Special pricing based on quantity and features will be provided upon request for all customized products – decision will be made on a case-by-case basis and the Client will be notified of any said fees.
5. All upholstery products can have up to 5 cm / 1,97 inches variation due to the manual nature of the production processes. All furniture products can have up to 3cm / 1,18 inches variation. Dooq, Lda will not accept custom dimensions requests with less than 10cm difference from the standard product or claims regarding dimensions variations under 5 cm / 1,97 inches. All fabrics from Dooq collection may vary in colour and may be discontinued without prior notice.

CUSTOMER'S OWN MATERIAL / LEATHER (COM / COL)

1. COM/COL orders will **ONLY** start production after the fabrics have been received and identied in our warehouse. After reception and identication of fabrics, the lead time will be **8/9 weeks.**
2. Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, Dooq, Lda must be notified in order to inform the customer of the exact required fabric quantity. If the pattern requires matching, Dooq, Lda needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching.
3. The customer is responsible to advise Dooq, Lda in writing of any specific requirements to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be applied according to the upholsterer guidelines based on a standard model. The customer is responsible for the fabric transport costs and all export fees to Mambo Factory's warehouse. Dooq, Lda will refuse all fabrics with charges for the receiver of the fabric. Dooq, Lda is not responsible for orders with customer's fabric when the fabric features put into question the production quality of the product.
4. Dooq, Lda will not be responsible when the customer does not choose the appropriate fabric for the future use of the product. A completed copy of the COM/COL form must be submitted together with the fabric/leather to the Dooq, Lda warehouse, to avoid delays caused by lake of identification. Please ask your sales advisor to provide you with the COM/COL Form.
5. Dooq, Lda is not responsible for performance of any fabric and does not warrant COM/COL fabrics. Dooq, Lda is not responsible for defective COM/COL, and all COM/COL are accepted to be first quality goods. Dooq, Lda is not responsible for upholstery tailoring variances that result from the application of a particular fabric or leather.

PRODUCT AND MATERIAL IMAGING

1. Dooq, Lda makes reasonable efforts to accurately display the attributes of products, including the applicable colours, however the actual colours and textures that may be seen will depend on the user computer system, and Dooq, Lda cannot guarantee the customer's computer will accurately display colours and textures.
2. All efforts have been made to accurately photograph the finishes and colors of products. Slight variations can sometimes occur between the photographic representation and the actual product.

WEBSITE INFORMATION

We are not responsible if information made available on our website is not accurate, complete or current. The material available on our website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance solely on the material is at your own risk. Our website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our website.

NEWSLETTERS

If you do no longer wish to receive our newsletters or other emails, you can unsubscribe as indicated in the particular communication, i.e. by using the unsubscribe link which is included on all newsletters and other emails. You may also contact us at info@dooqdetails.com.

INTERNET POLICY

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

DISTRIBUTION POLICY

Dooq – World of Details reserves the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on the company ability to compete and sell within a market area.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and all orders placed with Dooq, Lda. shall be governed by Portuguese law. Any dispute arising out of or in connection with these Terms and Conditions or any order shall be subject to the exclusive jurisdiction of the competent courts of Lisbon, Portugal, to the fullest extent permitted by applicable law.

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