



TERMS OF SALE & WARRANTY INFORMATION

QUOTES AND ORDERS:

- Quotes are valid for 30 calendar days from the date indicated; pricing is subject to change after a quote's expiration.
- Quotes which include discounts during a sale period or in-store promotion are subject to the expiration dates of the promotion, which may be less than 30 days.
- All quotes and invoices are in US Dollars unless otherwise indicated.
- Purchase orders must be submitted via email or EDI; handwritten or verbal orders are not accepted.
- All purchase orders must include quote number, customer name, phone number, delivery address, item number, description, item name, variant/color, and price.
- Any customizations or special manufacturing/delivery instructions must be clearly noted on the purchase order.
- If the order acknowledgment is not received from Vondom within 24 hours, please reach out to your account manager.
- Approved Quotes or Proformas are final, and changes are not permitted after an invoice is generated.
- In-stock products cannot be reserved; orders are processed on a first-come, first-served basis and secured only with full payment.
- Orders are subject to availability. Vondom will notify the customer if any item becomes unavailable or is discontinued after an order is placed.
- Vondom will not be liable for any failure or delay in fulfilling orders due to events beyond our control, including but not limited to natural disasters, pandemics, strikes, labor disputes, government actions, transportation delays, or other unforeseen circumstances.

PAYMENTS AND FEES:

- We accept payments through physical checks, e-checks, wire transfers, and credit cards. Please note that certain credit card payments may incur transaction fees.
- Cash payments are not accepted under any circumstances.
- For new customers purchasing in-stock items, wire transfer is the only approved payment method. For made-to-order (MTO) items, payments can be made via physical check, e-check, wire transfer or credit cards.
- A non-refundable deposit of 50% is required to confirm a quote or proforma and initiate production; the remaining 50% is due upon arrival at the port and prior to shipping.
- Any alternative payment terms must be approved by Vondom prior to order placement.
- Full payment is required for in-stock, drop ship, and ex-works Spain orders.
- Proper corporate forms and resale certificates must be submitted and approved prior to invoicing to omit taxes. Changes or refunds to taxes cannot be accommodated after invoiced.
- Warehouse storage fees are \$100 per pallet, per week and are assessed beginning the 15th day after the customer receives the warehouse arrival notification via email.
- All balances due, including any storage fees, must be paid in full before any order is released from the warehouse.

SHIPPING AND HANDLING:

- Vondom coordinates delivery via 3rd party and the default shipping method is commercial dock-to-dock delivery with a scheduled appointment unless otherwise requested.
- If alternate delivery accommodations are necessary, please indicate the requirements prior to confirming your order so the appropriate delivery can be scheduled.
- Delivery times are estimated at the time of order and may vary based on availability and location.

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- Vondom takes no responsibility for delivery issues after the order has departed the warehouse.
- Additional freight charges resulting from issues or changes made after the order release are the client's full responsibility.
- Customer is responsible for ensuring the delivery location is accessible for the delivery truck and equipment required.
- Handling fees are applicable to all orders and are included at the quoting stage; however, warehouse will-call fees will be assessed if an in-person pickup is desired.
- Requests for non-palletized products must be submitted in writing and must include a waiver with no liability for damage during transit and delivery.
- Freight quotes are approximations provided via a 3rd party supplier and may be subject to changes on the final invoice.

CLAIMS AND DAMAGES:

- Any damages witnessed to packaging or product during delivery should be acknowledged to the carrier and noted on the delivery log at the moment of receipt.
- Product damages and claims must be reported within 24 hours to Vondom via email, accompanied by a signed proof of delivery in addition to a completed Vondom claim form, and must include clear photos of box, packaging, and damaged items in order to qualify for a claim.
- Any damages must be reported prior to installation or use to be eligible for a claim.
- Vondom does not authorize any concealed damage waivers.
- Some claims may require a visual inspection by the insurance company, which requires the product and its packaging for physical review. If this is not possible, the claim will be denied, and a refund or exchange will not be granted.
- Should a return or exchange be necessary, the product must be packed in the original packaging and be free of any additional use.
- Claims are assessed in accordance with the specified conditions of each individual transaction's circumstances.

RETURNS AND CANCELLATIONS:

- In-stock orders qualify for full refunds to the original form of payment only if canceled prior to shipping. Cancellations must be submitted in writing via email.
- Returns of in-stock items are accepted within 7 calendar days of the delivery date. A store credit minus a 20% restocking fee will be issued.
- Store credits are issued only upon receipt of the items returned to our warehouse in original packaging. The return shipping will be the full responsibility of the customer.
- Returned items must be in perfect condition, free of any damages, and include all items, pieces, and parts for a full credit to be issued.
- Refunds will be processed within 10 business days of receiving returned merchandise in good condition.
- Custom orders which are made to order (MTO) cannot be cancelled or returned under any circumstances.



Orders left unclaimed in our warehouse will be restocked after 90 calendar days from the customer's receipt of the warehouse arrival notice with no refunds or credits.

LOANS AND SAMPLES:

- All loaned or sample item purchases are subject to approval based on available stock and specific terms of the order as outlined on the quote/proforma.
- Full payment for any associated costs must be received prior to shipping, and a credit card must be on file should return receipt not be completed.

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- Round trip shipping and handling is the full responsibility of the customer, unless other terms are outlined on the quote/proforma.
- Standard terms for the duration of items to be returned are 30 calendar days from receipt of the items unless other duration times are outlined on the quote/proforma.
- Unreturned loaned or sample items, or those not returned after 30 days, are subject to charges of the item's full commercial value to the credit card on file.
- Returned items must be in perfect condition, free of any damages, and include all items, pieces, and parts in their original packaging, otherwise, a full credit will not be issued.
- Vondom is not liable for lost or damaged items if the customer fails to provide tracking information for the return shipment.
- A store credit minus a 20% restocking fee will be issued only upon receipt of the items returned to our warehouse in original packaging.
- If returned items are found to be damaged, the full commercial value of the item will be charged to the customer's credit card on file, and no store credit will be issued.

DISCLAIMER:

- Vondom takes no responsibility for client misuse or negligence resulting in injury or damage.
- Vondom's liability is limited to the amount paid for the affected product(s), and we are not liable for any indirect, incidental, or consequential damages.
- Furniture warranty covers material and labor defects for 2 (two) years and includes a 1-year warranty for audio components, electrical parts, textiles, and cushions.
- Warranty does not cover damages arising from accidents, abuse, misuse, unauthorized repairs, or weather conditions.
- Lacquer products sold with cushions are not advised for fully exposed installations.
- Comprehensive Care and Maintenance instructions are available on our website at www.vondom.com/us/materials-care/.
- Placement of an order implies the acceptance of all the aforementioned conditions.
- Any disputes will be resolved through binding arbitration in the state of FL.
- These Terms and Conditions are governed by the laws of the State of FL, USA, without regard to its conflict of law principles.

CARE AND MAINTENANCE:

Resin Products for Indoor and Outdoor Use:

- Our resin products are designed to withstand both indoor and outdoor environments, including harsh weather conditions.
- While these products inherently resist dirt and grime, occasional cleanings are recommended to prevent potential stains.
- For routine care, simply wipe lacquered finishes with a clean cotton cloth or sponge. Blotting is preferable to avoid scratches, as dust can be abrasive.

Cleaning Recommendations:

- For basic cleaning, use a degreaser, allowing it to sit for a few minutes. Subsequently, clean with a pressure washer.
- If a pressure washer is unavailable, a soft brush, soap, and water can be used.
- Stains, including bird droppings, should be addressed promptly using the recommended cleaning procedure.
- Regular weekly cleanings are advised for outdoor installations.

Caution with Chemicals and Pressure Washing:



- Avoid the use of chemicals, solvents, and abrasive cleaners, as they may compromise the product's integrity.
- Never pressure wash or use abrasive solutions on lacquered products.

Cushion Care:

- When using cushions in outdoor installations, lift them from the sofas to dry. This prevents moisture accumulation that could lead to mold stains underneath.

Warranty Information:

- Our furniture is covered by a 2-year warranty under normal intended use, limited to material and labor defects.
- Audio components, electrical parts, textiles, and cushions are covered by a 1-year warranty.
- Please note that the warranty does not extend to damages resulting from accidents, abuse, misuse, unauthorized repairs, or adverse weather conditions.

Lacquer Products and Cushions:

- Lacquer products sold with cushions are not recommended for totally exposed installations.
- Failure to properly maintain or remove cushions from lacquered furniture for extended periods may result in bubbling or discoloration of the lacquer paint.

Important Disclaimer:

- VONDOM is not liable for any misuse or negligence by the client in handling our products, which may result in injury or damage to persons and/or property.

WARRANTY:

Two (2) year limited warranty on products, One (1) year limited warranty on electrical components, One (1) year limited warranty on fabrics. All products of VONDOM S.L.U. carry a two-year Limited Warranty against defects in materials and workmanship. The terms and conditions of the warranty that forms part and is incorporated inside this Contract by reference. For consumers, who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. This warranty does not exclude, limit, or suspend any rights of consumers arising out of nonconformity with a sales contract. However, as described below, Vondom disclaims statutory and implied warranties to the extent permitted by law, and in so far as such warranties cannot be disclaimed, all such warranties shall to the extent permitted by law be limited in duration to the duration of the express warranty described below and to the repair or replacement service as determined by Vondom in its sole discretion. Some states (countries and provinces) do not allow limitations on how long an implied warranty or condition may last, so the limitations described above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state (or by country or province). This limited warranty is governed by and construed under the laws of the country in which the product purchase took place. VONDOM S.L.U. the warrantor under this limited warranty is identified at the end of this document according to the country or region in which the product purchase took place. VONDOM S warranty obligations for this product are limited to the terms set forth herein: VONDOM, as defined in the table below, warrants this product against defects in materials and workmanship under normal use for a period of two (2) years from the date of retail purchase by the original end-user purchaser ("warranty period"). If a hardware defect arises and a valid claim is received by Vondom within the warranty period, at its option and to the extent permitted by law, VONDOM will either (1) repair the product at no charge, using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the product with a product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Vondom may request that you replace defective parts with user-installable new or refurbished parts that Vondom provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Vondom, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property, and the replaced item becomes VONDOM property. Parts provided by VONDOM in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to VONDOM and becomes VONDOM S property. EXCLUSIONS AND LIMITATIONS This Limited Warranty applies only to the products manufactured by or for VONDOM that can be identified by the "VONDOM"



trademark, trade name, or logo affixed to them. VONDOM is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (c) to damage caused by use with non-VONDOM products; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by VONDOM; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of VONDOM or an VONDOM Authorized Service Provider); (g) to a product or part that has been modified to alter functionality or capability without the written permission of VONDOM; (h) if any VONDOM serial number has been removed or defaced. To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral, written, statutory, express, or implied. As permitted by applicable law, VONDOM specifically disclaims all statutory or implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects. If VONDOM cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of the express warranty and to the repair or replacement service as determined by VONDOM in its sole discretion. No VONDOM reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. Except as provided in this warranty and to the maximum extent permitted by law, VONDOM is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and gross negligent acts and/or omissions. VONDOM disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data. **OBTAINING WARRANTY SERVICE** Please access and review the online help resources described below before seeking warranty service. If the product is still not functioning properly after making use of these resources, please contact the VONDOM representatives or, if applicable, an VONDOM owned retail store or an authorized supplier of service of VONDOM by using the information provided below. When contacting VONDOM via telephone, other charges may apply depending on your location. When calling, an VONDOM representative or VONDOM authorized service supplier will help determine whether your product requires service and, if it does, will inform you how VONDOM will provide it. You must assist in diagnosing issues with your product and follow VONDOM S warranty processes. VONDOM may restrict service to the country where VONDOM or its Authorized Distributors originally sold the product. VONDOM will provide warranty service either (i) at an VONDOM Retail or VASP location, where service is performed at the location, or the VONDOM Retail or VASP may send the product to an VONDOM repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, VONDOM may send you packaging material) to enable you to ship the product to VONDOM S repair service location for service, or (iii) by sending you user-installable new or refurbished replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of VONDOM, and you agree to follow instructions, including, if required, arranging the return of original product or part to VONDOM in a timely manner. When providing DIY Service requiring the return of the original product or part, VONDOM may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, VONDOM will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed or the replaced product or part is not eligible for warranty service, VONDOM will charge the credit card for the authorized amount. Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of original purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, VONDOM may repair or exchange defective products and parts with comparable products and parts that may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please review the resources with more details on this and other matters on obtaining warranty service are described attached. VONDOM will maintain and use customer information in accordance with the Privacy Policy Customer of VONDOM.