



# General Terms and Conditions of Sale

## Price:

The base prices are those indicated in the RRP rate excluding Sales tax with such character and are subject to variation without prior notice. The buyer's general conditions are not applicable unless accepted in writing by QUARE DESIGN USA LLC. Prices are DDP for any order above 300US\$.

## Offers:

All offers made by QUARE DESIGN USA LLC must be confirmed in writing, using a Proforma invoice.

## Special conditions:

All special conditions concerning the product, delivery time, or other, must be approved by QUARE DESIGN USA LLC in writing, through a proforma invoice before order confirmation.

## Proformas:

All proforma invoices must contain the following data:

1. Sales price
2. Trade discounts
3. Description and quantity of each product
4. Delivery time from the factory
5. Terms of delivery
6. Terms of payment

No taxes, duties, customs duties, will be included in the proformas.

## Ordering:

All orders must contain a detailed description of the product, quantity, and desired delivery date.

All orders must be confirmed by a proforma invoice and will be considered as approved by QUARE DESIGN USA LLC once the proforma is returned signed and stamped. Orders and proformas will be sent by fax or e-mail.

## Cancellation or modification of orders:

Orders will be considered firm for QUARE DESIGN USA LLC upon receipt of the proforma invoice by the buyer. The proforma invoice will be sent by e-mail or fax. All requests for modification or cancellation of the order must be consulted with QUARE DESIGN USA LLC no later than 3 days before the date of shipment. For orders of special products, no cancellation will be accepted if the manufacturing of these products has started. Orders cannot be cancelled when the product has been shipped or when, in the case of special products, manufacturing has already begun.

## Delivery and delivery date:

The maximum delivery time for standard products is set at 30 days after the date of issue of the proforma invoice signed and stamped by the purchaser. In case of force majeure, severe weather conditions, customs conditions, or other circumstances, QUARE DESIGN USA LLC reserves the right to modify the delivery time and will in no case constitute the right of the buyer to cancel the order or to claim compensation.

In the event of a delay of more than 15 days, the buyer and QUARE DESIGN USA LLC will decide by mutual agreement on the best delivery solution. The buyer undertakes to accept partial deliveries and to cooperate with QUARE DESIGN USA LLC to ensure delivery.

## Solvency and late payment:

QUARE DESIGN USA LLC reserves the right to suspend orders in progress if the buyer, because of a negative financial report, causes delays in payment or unresolved disputes with QUARE DESIGN USA LLC.

## Receipt of the products:

The purchaser undertakes to inspect the products upon receipt, i.e. on arrival, or at the premises of a third party designated by him, and to transcribe the notes and comments on the transport documents.

In the event of damage or defects, the purchaser shall be responsible for notifying the carrier within 72 hours and simultaneously informing QUARE DESIGN USA LLC in writing with the corresponding photographs.

## Complaints procedures:

The buyer has to declare in writing, within 48 hours from the date of receipt of the goods, any defect or damage to QUARE DESIGN USA LLC, using an email with photographs

of the damaged or defective products, as well as their packaging. No tax, no duty, no customs clearance will be included in the proformas.

QUARE DESIGN USA LLC undertakes to confirm receipt of the documents and to reply to the complaint within a maximum of 48 hours. Damaged or defective products must be stored in the buyer's premises, available for inspection by a representative of QUARE DESIGN USA LLC until the claim is finalised.

Defects in any part of the goods or damage to the goods cannot lead to total rejection, delay in payment, or a deduction of the amount on the corresponding invoice.

## Return of products:

QUARE DESIGN USA LLC will not accept any return of goods without a written agreement between QUARE DESIGN USA LLC and the buyer.

## Warranty:

QUARE DESIGN USA LLC guarantees its products and their components against any lack of conformity, resulting exclusively from a manufacturing defect or a defect in raw materials. The warranty period begins on the date of delivery from the EX-WORKS factory.

QUARE DESIGN USA LLC does not guarantee its products against damage caused by improper use, mishandling, or improper storage, installation not carried out following the written instructions supplied, or repairs carried out by unauthorised and properly trained personnel.

The warranty is limited to the repair or replacement in EX-WORKS conditions of the products recognised as defective by QUARE DESIGN USA LLC.

The warranty does not cover the costs of removal or installation of products, nor the costs of transport or other related costs such as economic losses or direct or indirect damages. The guarantee also excludes expenses resulting, directly or indirectly, from the replacement of the products. The proposed finishes and textures of QUARE DESIGN USA LLC are intended to faithfully reflect the elements of nature (wood, granite, crocodile, slate, etc.), with the imperfections typical of these materials, not considering these as quality defects, but as differentiated proposals that provide authenticity to all its products.

QUARE DESIGN USA LLC is not responsible for any damage caused by the misuse of the goods. The guarantee will only be applied if the claim is notified in writing to QUARE DESIGN USA LLC within 30 days of finding any faults, and accompanied by the corresponding document of purchase.

## Warranty period:

Shower bases: 5 years  
Panels: 5 years  
Wall-mounted sink: 5 years  
Sink vessels: 5 years

## Damages:

The maximum liability of QUARE DESIGN USA LLC is limited to 20% of the net amount of the last 12 months of the customer's sale. If it is proven that QUARE DESIGN USA LLC has breached any material contractual obligation, the obligation of QUARE DESIGN USA LLC to compensate for material or personal damages will at all times be limited to the value of the company's insurance policy, product, and/or third-party liability. This policy is available to purchasers should they wish to read it.

Cases of negligence on the part of QUARE DESIGN USA LLC personnel will not be subject to the conditions of this policy and will be considered as non-serious breaches of our supply obligations and will be resolved by agreement between QUARE DESIGN USA LLC and the purchaser.

QUARE DESIGN USA LLC will not be held responsible for the following cases:

1. Long-term damages/defects
2. Unforeseeable and atypical damages.
3. Damage that can be resolved by the buyer.
4. If the purchaser has his insurance policy, QUARE DESIGN USA LLC shall be considered exempt from any corporate liability claims.

## Modifications:

QUARE DESIGN USA LLC reserves the right to modify prices and to apply technical modifications to the products.

## Ownership:

QUARE DESIGN USA LLC reserves the ownership of its goods until they have not been paid in full by the buyer and that the buyer has fulfilled all its obligations.

QUARE DESIGN USA LLC reserves the right to take back unpaid products. The buyer is obliged to inform the place where these products are located and facilitate their access. QUARE DESIGN USA LLC has the right to dispose of these products in the best possible way, deducting the amount received from the buyer's non-payment and after deducting any collateral costs. It is understood that the buyer also includes in his conditions of sale retention of title clause in addition to having insurance against flood, fire, and theft of goods.

## Jurisdiction:

In the event of a dispute, the purchaser shall first contact QUARE DESIGN USA LLC to obtain an amicable solution. All disputes relating to the training, execution, and termination of contractual obligations between the parties that cannot be settled amicably will be submitted to the jurisdiction of the Court of Madrid, Spain, according to Spanish law.

## Procedure for warranty service

Refer to [quaredesign.com](http://quaredesign.com) for policy and procedures relating to requests for service under the terms of this warranty.

Original proof of purchase is required. Quare is not responsible for removal or installation costs, or the costs of shipping and handling associate with any service. Repaired or replaced products or parts are warranted only for the period remaining under the initial warranty.

For warranty eligibility, a completed & signed Return Goods Authorization (RGA) form must be emailed to QUARE DESIGN USA LLC at [sat@quaredesign.com](mailto:sat@quaredesign.com), which includes all relevant information regarding your claim, including:

- Product /SKU number
- Proof-of-purchase (copy of your original sales receipt, purchase order, or invoice), the date the product was purchased and installation date
- Complete description of the problem with supporting documentation as applicable (such as photographs)
- Any damages resulting from transportation or missing parts must be reported to Quare within 5 days of receipt.

Please allow 24 to 48 hours for claim treatment.

Special Order items are not subject to cancellation or return.



# Freight Policy

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## Freight Policy:

FREE Standard Ground Shipping on Orders over \$300.

Freight does not include residential lift gate services. Additional charges may apply to areas with extended, remote access or special requirements. For wall panels larger than 80" an additional charge of \$300/shipment will be applied.

Charges are subject to change without notice. Contact Quare Designs for special delivery needs.

## Lead time

- Stock NY: 7 to 10 business days for Eastern States
- Stock NY: 10 to 14 business days for Western States.
- Products sent from Spain (not in stock in NY):
  - o Standard: 10 to 12 weeks.(full freight allowed)
  - o Optional Express Air Freight from Spain: 4-5 weeks (8 weeks for colored bathtubs).

Charges for Express Air Freight from Spain are:

- Shower base, Wall Panel or Wall mounted sink: \$600/unit
- Vessel sink: \$100 /unit
- Bathtubs: \$800/unit