



Terms and conditions of sale and delivery – Business (B2B)

Version 1.2, 22-04-2024

Terms and conditions of sale and delivery – Business (B2B)

version 1.1, 01-10-2023

If you are doing business with Studio Lentala (B2B), the following terms and conditions of sale and delivery apply:

1. Contractual basis

Studio Lentala is trading under the brand name Lentala.

These terms and conditions of sale and delivery apply to orders and purchases from Studio Lentala, Amsterdam, The Netherlands, CoC code: 75648725. These terms together with the parties purchase agreement and Studio Lentala's offer, order confirmation and invoice constitutes the full agreement.

If there is a conflict between Studio Lentala's order confirmation, the parties purchase agreement and/or these terms and conditions they shall prevail in that order.

The buyer's terms and conditions of purchase shall not apply unless they are accepted in writing by Studio Lentala. In case of conflict between the buyer's terms and conditions and Studio Lentala's terms and conditions the latter shall prevail.

2. Conclusion of purchase agreement

An order is not binding for Studio Lentala before the buyer has received a written or electronic order confirmation from Studio Lentala. If the order confirmation deviates from the buyer's order and if the buyer will not accept such deviation, the buyer must in writing notify this to Studio Lentala within 5 days from the receipt of Studio Lentala's order confirmation.

Offers from Studio Lentala is only binding on Studio Lentala, if Studio Lentala receives an unqualified acceptance from the buyer within 8 days of the offer.

Studio Lentala's information on price, delivery, characteristics, capacity and technical data is purely indicative and does not constitute a warranty or guarantee. Studio Lentala is not liable if the delivered products do not meet the buyer's needs or purpose of use.

3. Cancellation

Product Orders are not eligible for cancellation after twenty four (24) hours from Studio Lentala's reception of the order confirmation signed for approval by the buyer. After this moment no order can be canceled or changed by the buyer.

Cancellation is only possible with the express written permission of Studio Lentala. The buyer will then be responsible for all losses (including loss of profit), damage and costs incurred and incurred by Studio Lentala as a result of canceling or adjusting the order.

The loss of profit in case of cancellation of the order is fixed at fifty percent (50%) of the price of the order.

4. Prices

All prices, including prices according to Studio Lentala's price lists, are daily prices excl. VAT, other public taxes, packaging for transportation and transportation. Studio Lentala is without notice entitled to change the price lists and catalogues.

Studio Lentala is entitled to adjust the price if the production and delivery costs as well as the costs to suppliers are increased by more than 5 % in the period from Studio Lentala order confirmation and until delivery.

If the buyer cannot accept the adjusted price, the buyer is in writing entitled to cancel the order within 8 days of the notification of the adjustment.

Studio Lentala prices are per unit and based on purchase in unpackaged units. A fee will be invoiced in case of breakage of the packaging unit.

5. Terms of delivery

Delivery is according to the ICC's INCOTERMS 2010 Ex Works clause, after which, when the goods are ready for delivery, the risk passes and all costs associated with the transport are borne by the buyer. The buyer is in due time obligated to notify Studio Lentala of the means of transportation. If Studio Lentala does not receive the notification in due time, Studio Lentala is entitled to choose the means of transportation at the buyer's risk and expense.

In the event that the delivery is delayed, Studio Lentala is obligated to inform the buyer of the delay. The buyer cannot put forward any claims, including economical claims, against Studio Lentala due to the delay, but the buyer is entitled to cancel the purchase, if the delay is more than 60 days from the agreed delivery date. However, the buyer is not entitled to cancel the purchase if the delay is due to force majeure, the buyer's fault or the carrier's fault.

In the event that the buyer does not take delivery at the agreed delivery date, including breach of the obligation to collect the goods, Studio Lentala is entitled to terminate the agreement and claim damages and all costs involved. Furthermore, Studio Lentala is entitled to resell or store the goods at the buyer's risk and expense.

Return of goods and packaging can only take place by prior written agreement, and only with an applied Studio Lentala return order number, and will be at the buyer's expense. Pallets, boxes or other packaging, which are charged separately, will not be credited.

Does the return arrive without a clearly written return order number, Studio Lentala will refuse to accept the shipment.

A return shipment will be approved by Studio Lentala, when the item is intact upon reception, if applicable, in intact packaging and must not have been opened.

- By intact, and when applicable intact packaging, is meant resalable packaging without pressure marks, without labels, without handwriting, without price tags, clean, undamaged, unused, unopened and complete.

A return shipment will be refused, if the items are not intact upon arrival at Studio Lentala's warehouse, and Studio Lentala's will invoice a handling fee on 30% of the value of the goods refused, covering Studio Lentala's handling of the shipment.

The customer will be asked to pick up the refused item(s), which must be done within 2 weeks. If the item(s) will not be picked up within 2 weeks, Studio Lentala will destroy it. Enime aut fuga. Consedicatur sunt, volorep udigniasped qui conserest audandit magnimosam fugit et aut opta voluptatquo eostrum et andus et faccae veruntem ipsandicipsa quam fugia pe parum reperum quae nobis volenducia invellandae dolorum estibusantia dolo molore quaturios veligni tatempo

6. Terms of payment

First order is against 100% prepayment before shipment. All other orders are against a 50% net 14 days prepayment after receipt of the order confirmation and 50% net 14 days after delivery.

In the event of late payment an interest of 4 percent per commenced month will be added, until payment is made.

The buyer is not entitled to offset all or part of the purchase price, and any notice of lack of conformity in accordance with section 8 does not entitle the buyer to withhold the purchase price.

If the buyer breaches one or more of the mentioned obligations, including the obligation to pay the purchase price, Studio Lentala is entitled to cancel the agreement, sell the goods at the buyer's expense to a third party and/or claim damages. Studio Lentala is entitled to claim damages for its losses, including indirect losses.

7. Retention of title

Subject to the restrictions imposed by mandatory law, the goods shall remain the property of Studio Lentala until the entire purchase price plus the accrued costs has been paid to Studio Lentala.

This retention of title clause is still in force, if the goods will be used for the buyer's services.

The buyer is obligated to keep the goods insured against theft, burglary, fire etc. as long as the goods are covered by this retention of title clause.

8. Notice of lack of conformity

Any notice of lack of conformity shall be submitted within 8 days from receipt of the goods. If the defect is non-visible a notice of lack of conformity shall be submitted within 8 days from the date the buyer becomes aware or should have become aware of the lack of conformity, but no later than 1 month from the date of delivery.

Despite the above mentioned, the buyer is obligated to submit a notice of lack of conformity to Studio Lentala in a timely manner in order that Studio Lentala will be able to submit notification to the carrier, especially when Studio Lentala has been responsible for the transportation and the defects on the goods are due to the transportation. Studio Lentala cannot be held liable, if the buyer does not submit a notice of lack of conformity in due time.

Prior to returning the goods, Studio Lentala shall accept the complaint. A notice of lack of conformity shall be in writing and contain a precise indication and photo(ds) of the defects.

Studio Lentala is not liable in the event of defects, damages or wears occurs due to improper use, breach of instructions and guidelines, improper assembly by the buyer, changes made to the goods by the buyer or repairs that the buyer has done incorrectly, lack of maintenance and common wear and tear. Studio Lentala is not liable for other direct or indirect costs due to defects in one of Studio Lentala's products.

9. Limitation of liability

Studio Lentala is liable under the general rules of Dutch law. However, Studio Lentala cannot be held liable for the buyer's indirect losses, including – but not limited to – loss of business, loss of profits, loss of goodwill or any other incidental loss.

Studio Lentala's liability is any event limited to the value of the goods supplied.

10. Force majeure

Studio Lentala cannot be held liable if the failure to fulfill its obligations is due to a reason beyond Studio Lentala's control, such as, but not limited to, pandemics, strikes, lock-outs, export or import bans, embargos, delayed or inadequate delivery of materials from subcontractors, unexpected stop of production, lack of energy resources or transport, hacker attacks, unforeseen downtime on systems, seizures and other similar circumstances.

In case of force majeure, Studio Lentala is entitled to extend the delivery time accordingly or to cancel the agreement. Save as if the agreement is canceled, the parties are obligated to fulfill the agreement upon the cease of the force majeure event. Both parties are entitled to cancel the agreement if the force majeure event occurs for more than 3 months.

11. Product liability

Subject to the restrictions imposed by mandatory law, Studio Lentala is only liable for damage caused by products to persons or property if it is proved that the damage is due to defects or negligence on a product supplied by Studio Lentala and it is proved that 1) the product is defect, 2) the damage is due to the defect, and 3) there is causal link between the defect and the damage.

Furthermore, Studio Lentala is not liable for damage to real estate and damage to chattels that occurs while the product is in possession of the buyer.

The buyer is obligated to indentify Studio Lentala if Studio Lentala is held liable and the liability is beyond the liability described above. The buyer is obligated to have a product liability insurance covering any product liability that may be claimed against the buyer without recourse against Studio Lentala.

The buyer is obligated to accept a legal action brought against the buyer at the same court or arbitration tribunal that is processing an action against Studio Lentala regarding product liability.

12. Intellectual property

Studio Lentala has the exclusive right to all copyrights, design rights, trademark rights and other intellectual property rights (registered as well as non-registered) that is used, created or contained in or arising as a result of or in connection with the delivery of Studio Lentala's goods.

13. Online purchase

By using www.lentela.com, the buyer accepts that Studio Lentala is using cookies. A cookie is a small text file that is stored on the buyer's computer in order to keep track on the buyer's actions on the webpage and in order to recognize the computer. A cookie is not a program and it does not contain any viruses.

14. Governing law and jurisdiction

Trade between the parties are subject to Dutch law.

Any dispute that may arise in connection with the parties trade shall be settled by a Dutch court with the Court of Amsterdam as first instance.

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