



#### TERMS AND CONDITIONS

Terms and Conditions are subject to change, 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 or/ and by telephone. TERMS AND CONDITIONS FOR ORDERS PLACED BY TELEPHONE, E-MAIL OR VIA SITDESIGN HOME'S WEBSITE  
VERSION DATED 26/10/2018



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All orders are subject to acceptance by the wholesaler ("Seller") of the Product Line ("Manufacturer").

Buyer ("Buyer") is defined as the person, firm or company, authority or government department, which purchases the goods from the Seller

#### ENTIRE AGREEMENT

Acceptance of orders is based on the express condition that buyer agrees to all the terms and conditions contained herein. Acceptance of delivery by buyer will constitute buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein, shall be binding upon manufacturer unless prior written approval is signed and approved by an officer of manufacturer. No modification of any of these terms will be affected by manufacturer's shipment of goods following receipt of buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

#### FORCE MAJEURE

All quoted completion and delivery dates are estimates only. SITDESIGN shall not be liable for delays in completion, shipment, or default in delivery for any reason of force majeure or for any cause beyond manufacturer's or SITDESIGN'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 employees of Manufacturer or others.
- (e) fire, flood or other casualty.
- (f) other contingencies of manufacture or shipment.



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

#### PRODUCT FEATURE

1. The Seller reserves the right, without prior notice, to discontinue products or change specifications on products.
2. SITDESIGN's finishes are applied by hand and may vary in color, tone and character. While SITDESIGN will make every effort to match the finish, no guarantee can be made of an exact match. SITDESIGN does not guarantee that finishes will neither fade or oxidize throughout time.
3. SITDESIGN makes every effort to accurately display the attributes of the Products, including applicable colors on its website. However, the actual colors and textures displayed may depend on the user's device, and SITDESIGN cannot guarantee that such device will accurately display the same exact colors and textures.
4. All the Seller's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the its catalogs, price lists or advertisements are close approximations only and intended to give a general description of the goods. Furniture and lighting pieces are handmade, and therefore are subject to slight variations.
5. All upholstery products can have up to 5 cm variation due to the handmade process of SITDESIGN's production. SITDESIGN will not accept custom dimension requests with less than 5 cm difference from the standard product or claims regarding dimension variations under 5 cm
6. The Seller does not guarantee fabrics, dyed or natural, from fading. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchant ability or fitness.
7. SITDESIGN is free to apply any design changes without prior notice. Images on the catalog or website may vary from the final product.

#### PRODUCT CUSTOMIZATION

1. SITDESIGN can customize existing products or new products to meet contract specifications - all situations that require custom designs are subject to an up-charge. 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 Buyer will be notified of any respective fees.
2. Before any order, SITDESIGN is free to charge a design fee for more extensive drawings or renders the Buyer may request for customized products. These fees are non-refundable once paid for and will be deducted on the final cost of the order.
3. Should any product need extensive and more detailed customization, SITDESIGN will only proceed to the prototyping phase once any technical drawings of such customization's have been signed by the Buyer.
4. Any customization regarding specific dimensions or finishes will require special pricing based on product quantity and features. In such cases, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be notified of any said fees.
5. For pieces with custom specifications the Seller reserves the right to extend the listed lead time.
6. Custom orders are not returnable under any circumstances

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

1. Fabric quantity requirements are based on a standard width of 140 cm for plain fabrics. If the Buyer's fabric has a different width or contains a pattern, SITDESIGN must be notified to provide the Buyer with the exact required fabric quantity.
2. If the pattern requires matching, SITDESIGN must be notified of the repeating patterns for a calculation of additional meters required and/or additional charge for matching.



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3. The Buyer is responsible for advising SITDESIGN 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's guidelines based on the standard model.
4. The Buyer is responsible for the fabric costs and all export fees to the SITDESIGN warehouse. SITDESIGN does not accept any fabrics if the charges are applied to the addressee.
5. SITDESIGN is not responsible for COM/COL orders, when the fabric features put into question the quality of the final product.
6. A complete copy of the COM/COL Form must be submitted with the pro forma together with the fabric/leather to the SITDESIGN warehouse, to avoid delays caused by lack of identification (read more at LE AD TIMES).

#### LEAD TIMES

1. Standard production lead time is 8 weeks, delivery time not included.
2. For pieces with custom specifications or orders of large quantities, SITDESIGN reserves the right to agree with the Buyer on a different lead time.
3. SITDESIGN is not responsible for delay on production time if there is failure in submitting the confirmation (receipt) of the transfer.
4. Lead time for orders with COM/COL products only starts once the fabric or leather arrives at SITDESIGN'S office and is properly identified.
5. All fabrics must be identified with the proper COM/COL Form that is sent together with the pro forma.
6. SITDESIGN is not responsible for delays in production or any fabric misuse if the fabric is sent without proper identification by the Buyer.

#### PRICES

1. The values on the Seller's Euro and Dollar Price List are public and substitute any other published or advertised before.
2. Prices always refer to a single unit and VAT is not included in the price. All legal taxes and fees must be subsequently added to the price.
3. Prices are Ex-Works Buyukcekmece / Istanbul, Turkey.
4. Each time there is a request to change the information in the pro forma already paid in advance, there is an additional administrative fee of 150€/175\$.
5. Standard packaging is included in the price. Should the Buyer require specific packaging, he will be charged accordingly.
6. All taxes and excises of any nature whatsoever now or hereafter collected 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.

#### SHIPPING POLICY

1. Shipping costs are not covered in the basic price of an item.
2. For shipping quotations please contact SITDESIGN.
3. Whenever the Buyer chooses to transport the product(s) by their own method or means, SITDESIGN will be free of any charges or responsibility over events that might occur after the goods come out of the warehouse.
4. If the transportation is arranged by SITDESIGN, it will be charged separately from the products' value. Please note that all transportation services require the receiver of the good to verify their status with the carrier upon delivery.



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5. Shipment arranged by SITDESIGN includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping address only. The personnel are not permitted to handle, uncrate, or remove any packaging or materials. Should the Buyer request a specific method of shipment beyond the shipping method of the seller, the Buyer is subjected to all additional costs of additional services.

5.1 Additional services would include, but are not limited to: air freight, special handling, and/or white glove services.

6. 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. 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 'received the goods but conditions will be checked'.

7. All items must be inspected for damage prior to signing the Proof of Delivery (POD). Therefore, responsibility for damage occurring in transit is the Buyer's responsibility and all claims for freight damage must be made within 48 hours after reception. SITDESIGN will not accept any claim on merchandise after a 48-hour period. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. Save all damaged crates/packaging until claim with carrier is settled. Signature of receipt by Buyer's agent or employee constitutes full acceptance of all packages stated on the bill of landing or electronic clipboard in as is condition. The Buyer is responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of the Buyer's deposit. The refusal of damaged merchandise in no way relieves the Buyer of responsibility for payment of goods. The Seller shall not be liable for delay in shipment for any cause, nor shall any delay entitle the Buyer to cancel or refuse delivery of any order that has been shipped. SITDESIGN will not honor any claims without a formal written claim and photos of damages of the product, crate and packaging.

8. Damages that are caused by the Freight Carrier and occurred during transit from SITDESIGN to the addressee, are not the responsibility of SITDESIGN. 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.

9. Should any of these terms not be followed by the Buyer and should SITDESIGN have photo graphical evidence of the items before shipping in good conditions, claims over such items will not be accepted by SITDESIGN.

10. SITDESIGN 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.

11. SITDESIGN reserves the right to charge an extra 10% of the transportation price if the Buyer postpones the expedition within 3 days or less prior to the agreed departure date.

12. For orders with a final destination outside Turkey, SITDESIGN reserves the right to issue the export document which has a cost of 80€/99\$ per invoice. Any other transport/export documents must be required by Buyer. SITDESIGN is free of any responsibility if those documents are not required by Buyer in a useful time.

13. Any shipments returned to Seller because of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Seller including storage fees.

14. When the Buyer's order is nearing completion, SITDESIGN will notify them so shipment can be arranged.

15. All products are carefully packed and inspected prior to shipment.

16. The refusal of damaged merchandise in no way relieves the purchase of responsibility for payment of goods. SITDESIGN is not responsible for goods loss or damage during the shipping time.

#### PRODUCT WAREHOUSE & STORAGE FEES

1. Storage fees may be applied up to 120€/140\$ per m3 per week if outstanding invoice balance is not paid in full and/or shipping arrangements have not been made within 10 business days after being informed that the order is ready. The charge will be compounding weekly either in Turkish or in the US warehouse. If the order is not picked up within 1 month, the pieces will automatically pass to the brand's stock list.



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#### CLAIM AND RETURN POLICY

1. Should the article received fail to meet the Buyer's expectations or appear to have been damaged, photographic evidence supporting the claim should be provided within the first 48 hours after reception. A formal written claim must be sent to SITDESIGN within 30 business days after reception of the articles. The allegation must be sent by e-mail to: [sales@sitdizayn.com](mailto:sales@sitdizayn.com) or the respective sales representative. Upon confirmation of any defect, SITDESIGN makes a commitment to replace the defective part/piece, within a period agreed with the Buyer. The defective part/piece must be received by SITDESIGN in its original package before any replacement can be sent especially in all cases concerning customized products or new products created to meet contract specifications.
2. For all sales made to Russia, Gulf states, Saudi Arabia, and in case of return of merchandise, it is the Buyer's sole responsibility to get such merchandise to a point of distribution anywhere in Turkey. SITDESIGN will be held responsible for all transportation's fees involving the shipping of the returned merchandise from said EU point of distribution to its warehouse in Turkey. SITDESIGN bears responsibility to assure the costs of either the reparation or the replacement of the returned merchandise. SITDESIGN will withstand the shipping fees pertaining the transportation of the repaired/replaced merchandise from SITDESIGN's warehouse in Turkey to the previously accorded EU point of distribution. All costs associated with getting the repaired/replaced merchandise from said EU point of distribution to Russia will be bore by the Buyer. The return of merchandise will only be accepted after SITDESIGN has received and approved of the photographically evidence of the apparent damage of the goods and the formal written claim previously sent in by the Buyer.

#### WARRANTY AND DISCLAIMER

1. In accordance to Turkish and European law we are offering 2 years warranty applicable for pieces that are not missed or damaged by proper consumer.

#### RETURN AUTHORIZATION

1. Do not attempt a return without first having obtained an SITDESIGN written authorization. SITDESIGN will not accept returns without prior written authorization.
2. Returned items must be in their original condition and packaging, and the Buyer shall prepay and be liable for all charges regarding the shipping of returned goods, including insurance. The 40% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

#### ORDER CANCELLATION

1. Orders cannot be canceled or returned after 5 business days since the first payment of the order. If the order is canceled within the allowed 5 business days, the already paid amount will be credited to the same entity that placed the order. If any purchases have been made for the order in question, the amounts will be deducted.
2. Changes in orders, returns or cancellations require prior written approval from SITDESIGN. In every other aspect (delay, client indecision, loss of projects, etc.) the amount paid to SITDESIGN will not be refunded or credited as Credit Notes, and the Buyer will lose any right to the merchandise. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

#### CONTRACT / HOSPITALITY ORDER

1. SITDESIGN can customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features.
2. Please contact SITDESIGN for contract quotes.

#### INTERNET POLICY

1. Dealer internet websites may neither advertise, nor in any way, display SITDESIGN name, logo, product images or any other proprietary company emblem or information without prior written consent from the company. Dealer websites may not display pricing lower than SITDESIGN's MSRP, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact SITDESIGN for further company guidelines on internet usage.

#### PAYMENT CONDITIONS



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1. Standard Product requires a 50% advance payment to start production.
2. Custom-made Product requires a 70% advance payment to start production.
3. If the order contains pieces considered standard and pieces considered custom-made product, it will be requested 50% of the value of the standard pieces to initiate production. In the case of custom-made product, it will be requested 100% of the value to initiate production.
4. The production starts only after SITDESIGN has confirmed that the pro-forma invoice is signed/stamped by the Buyer and the advanced payment value have been received. The payment must be made by account transfer (in Euros or US Dollars) and the confirmation (receipt) of the transfer must be sent along with the signed and stamped invoice by fax (+90 212 883 5110) or email (sales@sitdizayn.com)
5. The lead time starts counting on the day the order proceeds to production.
6. Lead time: 8 weeks (FOR STANDARD PRODUCTS, DOES NOT INCLUDE SHIPPING TIME, see also LE AD TIMES).
7. The remaining amount must be paid until 3 days before the expedition date. SITDESIGN reserves the right to postpone the expedition date until full payment is received and confirmed
8. All products are SITDESIGN's property until the payment is fully received and confirmed.

#### ACCOUNTS

1. All accounts will only be registered once the first pro-forma is issued. The Buyer must provide valid company details such as: Billing name, Billing Address, VAT number (company registration number or resale number). TAX exemption for EU companies is valid when existing VAT and correspondent Billing address is presented.

#### ORDER ADDRESS

Name: Sitdizayn Mobilya San. Tur. Tic. Ltd. Sti

Address: Fatih mah. Bogazici cad. 22 A

34500 Buyukcekmece / Istanbul / Turkey

#### CONTACTS

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