

GHYCZY

General terms and Conditions of Sale

1. These General Terms and Conditions of Sale apply to authorised Ghyczy Selection BV retailers for the sale of furniture and furnishing items. By placing the purchase order, the customer declares he has read and accepted the General Terms and Conditions which follow.

2. Orders must be received by Ghyczy Selection BV in typescript and must specify clearly the product codes and finishes selected from among those contained in the price list. Or by using the online configurator and must be submitted electronically. Each order is subject to acceptance by Ghyczy Selection BV. Acceptance of the order is not mandatory and may require the payment of a part or all of the amount due. In case of non-acceptance, no compensation will be due to the customer except for the possible reimbursement of the advance payment made by the customer in relation to the rejected order.

3. Any changes to orders are accepted no later than 48 hours from the date the order is confirmed by Ghyczy Selection BV. Order changes received after this deadline will be accepted or rejected at the sole discretion of Ghyczy Selection BV. When requests to change an order are received after the deadline mentioned above, in addition to the cost of the requested changes, Ghyczy Selection BV will also charge an amount for the pieces originally ordered, produced or being processed, but not used. Following any changes requested and made, a new order confirmation will be issued bearing the new adjusted price and the delivery date. Ghyczy Selection BV may accept or reject, at its sole discretion, any requests to cancel an order. All requests for cancellation of any order must be notified no later than 5 days from the date shown on the order confirmation. Beyond this period, Ghyczy Selection BV reserves the right to reject the cancellation request or request reimbursement of expenses incurred.

4. We do not accept returns of purchased products without prior authorization in writing by Ghyczy Selection BV. All expenses for shipping, packaging, customs charges, insurance and fees that arise in connection with the return of any goods shall be borne by the customer. Returned goods must be properly packaged in their original packaging, intact in all their parts and complete with all their components. Each return must be accompanied by the relevant transport document indicating clearly the original order number. In no event will Ghyczy Selection BV accept returns of products made to customer design specifications or other made-to-measure products. The return request must always be accompanied by the specific form downloadable from ghyczy.com.



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5. The delivery dates shown on the order confirmation are to be considered indicative and not binding and are ex works. Orders of multiple products may be divided and assigned different delivery dates. Ghyczy Selection BV shall not be liable for delivery delays due to transportation and customs clearance or other events not directly attributable to Ghyczy Selection BV. The customer's request to postpone the delivery date shown on the order confirmation or originally agreed will not entitle the customer to any postponement of payment. Ghyczy Selection. BV reserves the right to charge for the cost of storage of any goods not collected within the agreed delivery terms. The customer must inspect the goods upon delivery and inform Ghyczy Selection BV in writing of any apparent defects, anomalies in the state of packaging or objections regarding the number and quantity of packages. Any non-conformities must be promptly notified to Ghyczy Selection BV. In the case of apparent defects: within 2 days of delivery and with specific declaration thereof on the transport document; for hidden defects: within 7 days of delivery. Notification of any defect (apparent or hidden) must be made through a complaint form downloadable from ghyczy.com

6. Descriptions of products, sizes and characteristics are merely indicative and may vary slightly from the actual products. Ghyczy Selection BV reserves the right to make technological, size and aesthetic enhancements to its products without prior notice. The illustrations contained in the price list, catalog and website show the general size and aesthetic characteristics of the product, without specifically defining the construction details. Ghyczy Selection BV products are made from raw materials of the highest quality. All products are 100% made in the Netherlands. The customer should be aware that products are subject to change, especially variations in shades of colour, due to ageing, light, humidity, environmental conditions and hand craftsmanship. These changes are to be understood as a guarantee of the quality of the raw materials used and for no reason may be contested. Any orders to complete, repair, alter or replace products may give rise to differences in the grain, colour or other differences that are to be considered inevitable and incontestable. Lengths of fabric indicated in the price list refer to single-colour fabrics, 140cm in height. For fabrics with pattern, please contact Ghyczy Selection BV in advance.

Verkaufspreise in Euro ohne Mehrwertsteuer | 111 Abmessungen in Zentimeter

7. Any request to modify a product, with respect to what is indicated on the price list – other sizes, features, material or finishes –, will be considered a request for a custom-made special product. The feasibility study of special products requires a specific procedure to be determined by the design and production departments of Ghyczy Selection BV. The customer may send his request to Ghyczy Selection BV, which will initiate the necessary internal procedures and will confirm in writing if the proposal is feasible and the amount of the required surcharge. Any variations of the features and finishes of listed products will incur a surcharge, to be determined by Ghyczy Selection BV on a case by case basis.



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8. The price of the customer fabric/leather category corresponds to the 'QW' category and includes the cost of upholstery. Prior to shipping the quantity of customer fabric necessary for processing the order, Ghyczy Selection BV requires a 20x20 fabric sample in order to verify its suitability, which will then be confirmed or rejected in writing. The fabrics or leathers provided by the customer must be received by Ghyczy Selection BV with all shipping charges prepaid. Otherwise, any transport or customs costs will be passed on to the customer. The transport document must state in detail: customer name, quantity, order reference and, if already available, the Ghyczy Selection BV order confirmation number. Each customer fabric must clearly indicate which is the front and back side. Ghyczy Selection BV assumes no liability for the technical and aesthetic performance of customer fabrics.

9. Samples of finishes and fabrics manufactured by Ghyczy Selection BV are purely indicative and may vary from the actual product due to light, environmental conditions and ageing. For completion or replacement orders, it is not possible to guarantee the uniformity of grains and shades of colour.

10. Customers must inspect goods upon delivery and promptly report any apparent defects. If there is any defect or anomaly in the product, please submit the specific claim form to the Ghyczy Selection BV; it can be downloaded from ghyczy.com, including photos and the necessary documents. Each claim form must clearly state the confirmation number and the original invoice number. Ghyczy Selection BV reserves the right to accept or reject the claim, and to this purpose a request may be made to return all or part of the goods in order to subject them to an internal quality check. If the nonconformity of the product is acknowledged, it is at the sole discretion of Ghyczy Selection BV to provide for the repair or replacement of the contested product. For claims due to damage during transport, please refer to section 5. Any compensation for expenses or collateral damages is expressly excluded.

11.1 Ghyczy Selection BV is bound by the warranty obligations provided by the legal provisions applicable in the Netherlands at the time the sale is made. The responsibility of Ghyczy Selection BV for its products is limited to the amount paid by the customer for the purchase of the defective product and excludes:

- defects not directly imputable to Ghyczy Selection BV
- defects imputable to improper use of the products
- defects consequent to normal wear and tear of the product
- defects caused by improper maintenance, cleaning of the product, or negligence or unskillfulness of the customer
- defects of the product caused by any tampering, repair or modification carried out by the customer, or by a third party on his behalf, without prior authorization from Ghyczy Selection BV
- defects arising from improper transport, portage, installation and assembly of the products



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- defects reported beyond the term of two years from the delivery of the product (prescription period)
 - products for which the customer has not paid the correct purchase price to Ghyczy Selection BV
- If the reported defect is covered by the purchase warranty issued by Ghyczy Selection BV, the decision to repair or replace the product or part of the contested product is at the sole discretion of the company. In case of repair, Ghyczy Selection BV will decide whether to perform the repair at the customer's location or request the return of the product to a company location.

11.2 Our Products are designed and constructed to last a lifetime when the product is properly cared for. The following are excluded from warranty:

Glass: fine scratches and inclusions, which cannot be seen from a distance of 2 meter, without backlight. High pressure or heat on a spot will cause the glass to break. Sharp objects especially ceramics cause scratches on the glass.

Casted parts: pores and irregularities are characteristic of the hand cast process. Every piece is unique and different.

Welds: these are made by hand and are visible (especially brass welds show color changes).

Wood: Solid wood has a natural hue, and is a living product that will respond to temperature and humidity. Exposure to UV light will change the color. Each piece of wood is different and unique in structure and texture. It has wind knots and cracks.

Polished surfaces: fine scratches can be seen on the surface.

Aluminum: shading and smudge are visible.

Stains: acids in for example liquids but also fingerprints cause stains that cannot be removed.

Metals: we use non-varnished solid materials, the color differ slightly from that of samples and earlier delivered products. With time the metal will age and get a patina.

Attention: Tables of the pioneer collection are never to be shoved, but should be lifted when moving. Always ensure that metal is never touching glass.

12. Prices in this price list are expressed in Euro, excluding VAT, IVA, MOMS, MwSt, BTW, TVA and any added value taxes. Design, transport and assembly are not included. The products supplied to the network of authorised retailers always conform to the prices indicated in the valid price list and the contractual conditions applicable at the date of order confirmation.

13. The terms of payment are indicated on each order confirmation. Customers who fail to observe the terms of payment will be charged interest for late payment at the rate in force in the Netherlands. Ghyczy Selection BV reserves the right to suspend deliveries to the customer in case of non-compliance with payment deadlines and may refuse to accept new orders until the balance of the amount due for previous purchases has been paid.



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14. The transfer of ownership of products from Ghyczy Selection BV to customers will take place upon full, irrevocable and unconditional payment of the balance due for the same products. Until full payment of the goods is made, the products remain the property of Ghyczy Selection BV.

15. Ghyczy Selection BV guarantees the authenticity of its products only if purchased at an authorised retailers. All Ghyczy Selection BV products are 100% made in the Netherlands.

16. The intellectual and industrial property rights are the exclusive property of Ghyczy Selection BV and their communication or use in these Terms and Conditions of Sale does not give rise, in relation thereto, to any right or claim on the customer's part. The customer agrees not to take any action inconsistent with the ownership of the Intellectual Property Rights and agrees not to provide this documentation to third parties or disclose its contents, whether as a whole or a part thereof, without the prior written consent of Ghyczy Selection BV. The customer agrees not to use or to register trademarks that are similar or could be confused with the Ghyczy Selection BV trademark and to use the trademark in accordance with the instructions of Ghyczy Selection BV and only for the purposes set out in these Terms and Conditions of Sale.

17. Delivery only to companies / warehouses. Delivery to private address, only on request.

18. Econ Portal is always leading.



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