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TERMS & CONDITIONS

Terms and Conditions are subject to change. For the latest version on these Conditions please check 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 through our Website, e-mail and by phone. **TERMS AND CONDITIONS FOR ORDERS PLACED BY PHONE, E-MAIL OR THROUGH Insane Luxury Design WEBSITE. BY PLACING AN ORDER, YOU ARE ACCEPTING Insane Luxury Design|Estilo Notável, Lda. TERMS&CONDITIONS AS LISTED BELOW.**

PRICE

Prices always refer to a single unit and **VAT** is not included. Legal taxes and fees must be subsequently added to the price. Specifically, on Upholstery items, the price includes the standard fabric; in case a different fabric from **Insane Luxury Design|Estilo Notável, Lda.** collection is required the customer should contact **Insane Luxury Design|Estilo Notável, Lda.** to enquire the price; in case the customer should use their own fabric, there is a specific price for the piece in **COM. Insane Luxury Design|Estilo Notável, Lda.** reserves the right, without prior notice, to discontinue products or change specifications or prices on products.

PACKAGING

Packaging is included in the price. If custom packaging specification is required, the customer should give this instruction when placing the order and it will be charged accordingly.

SHIPPING

The shipping are **EX WORKS**, do not include transportation values and fees. Shipping costs are available upon request (read more at **FREIGHT POLICY & DAMAGE CLAIMS**).

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ACCOUNTS

All accounts will only be registered once the first proforma is issued. Customer 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 given.

ADJUDICATION & PAYMENT TERMS

Proformas should be signed and stamped by the customer as a form of approval of the described content. A **minimum deposit of 40%** is required to start the production of customer's order and the balance payment prior to shipping from Portugal (until **3 days** before expedition date). Orders including customized pieces or large value orders will require a **50% deposit** to start production. Payment must be made by account transfer (in Euros) and a confirmation (receipt) of this transfer must be sent to the e-mail info@insaneluxury.com. All pieces are property of **Insane Luxury Design|Estilo Notável, Lda.** until payment is received in full. **Insane Luxury Design|Estilo Notável, Lda.** reserves the right to defer the dispatch date until the balance of the order is received.

LEAD TIMES

Production lead time is between 4 to 6 weeks (delivery time not included). For pieces with custom specifications or orders of large quantities, **Insane Luxury Design|Estilo Notável, Lda.** reserves the right to agree with the customer on a different lead time. **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for delay in production time if there is failure in submitting the transfer confirmation (receipt). Lead time for orders with COM/COL products only start once the fabric arrives at our office and is properly identified. **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the customer.

PRODUCT WAREHOUSE & STORAGE FEES

All customers will have a total of four (4) weeks from the date they are billed for their final payment to pay all remaining balances on their order. Once the balance is paid, the item will be shipped as soon as possible. If the balance remains unpaid or the order



is not collected by the customer (in the case of customer's own transport), after the four-week grace period, a storage fee of **100€/m³** will be applied weekly. Orders that accrue storage fees cannot be released until the fees and the remaining balance are paid. If the order extends eight (8) weeks past the date of final billing, the customer consents to release the order to **Insane Luxury Design|Estilo Notável, Lda.** stock, and the order deposit is lost.

FREIGHT POLICY & DAMAGE CLAIMS

All the transports made by **Insane Luxury Design|Estilo Notável, Lda.** are insured. If transportation is arranged by **Insane Luxury Design|Estilo Notável, Lda.**, fees will be charged separately from the product(s) value. Standard shipping quotation includes door-to-door, drop off service only. If a different service or urgent deliver is required, the customer must clearly request it when placing the order and will be charged accordingly. All products are carefully packed and inspected prior to shipment. According to the existing conventions (CMR (1956), Warsaw (1929) / Montreal (1999), Brussels (1924), CIM (1970), the receiver on receipt of the goods shall verify their conditions with the carrier and keep the package. POD must be signed with reservations. In case of apparent damage, the customer must open the goods in front of the carrier and mention the damages on POD. The customer should keep the products in the final destination and save the packages. In case of no apparent damage, customer must mention on POD - "receive the goods and will be check the state". In this case the customer has a maximum of 7 days, after delivery, excluding weekends and holidays, to claim. **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for damage caused by handling, loading or unloading by people acting on behalf of the customer. Since the Terms and Conditions of the order are EXW, **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for loss or damage in transit. Should visible or concealed damage occur in transit, immediately notify the delivering carrier with initial notification of intent to file a claim. Any damage should be communicated to **Insane Luxury Design|Estilo Notável, Lda.** during the first 48 hours after receiving the order; photographic and video evidence of the damages should be sent via email to info@insaneluxury.com. Failure to report concealed damage within 48 hours of reception may result in the denial of the claim. Proving that any damage in the piece(s) caused by the transport requires replacement, **Insane Luxury Design|Estilo Notável, Lda.** compromises to exchange the damaged part or complete piece(s) within a period agreed with the customer. It is **MANDATORY** that **Insane Luxury Design|Estilo Notável, Lda.** collects the damaged part or complete



piece(s) to replace it by new one(s). If the customer chooses to transport the product(s) by his own methods or means, **Insane Luxury Design|Estilo Notável, Lda.** will be free of any charges or responsibility over events that might occur during transportation, and the customer is responsible for handling all the logistics in the carrier or collector and for the replacement of the damaged part(s) or complete pieces(s).

OTHER CLAIMS

It is mandatory to keep the product packing for a minimum period of 7 working days. All order claims due to production issues will be handled on a case-by-case basis.

RETURN AUTHORIZATION

No returns will be accepted without written consent from **Insane Luxury Design|Estilo Notável, Lda.** Unauthorized returns will be refused at the customer's expense.

ORDER CANCELLATION

Merchandise is manufactured upon the receipt of the order and deposit. Cancellations will not be accepted after 5 working days from the order issue date. A 40% restocking fee will be applied to any cancellations received after the order issue date.

CONTRACT/HOSPITALITY ORDER

Insane Luxury Design|Estilo Notável, Lda. has the ability to customize existing products or new products to meet contract specifications. These orders will need special pricing based on quantity and features. Please contact **Insane Luxury Design|Estilo Notável, Lda.** for contract quotes.

INTERNET POLICY

Dealer internet websites may neither advertise, nor in any way display the **Insane Luxury Design|Estilo Notável, Lda.** name, logo, product images or any other branded company symbols or information without prior written consent from the company. Dealer websites may not display pricing on **Insane Luxury Design|Estilo Notável, Lda.** pieces, promotional

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offers, discounts or value statements (e.g. lowest price in town). Please contact **Insane Luxury Design|Estilo Notável, Lda.** for further company guidelines on internet usage.

DISTRIBUTION POLICY

Insane Luxury Design|Estilo Notável, Lda. reserves the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on company ability to compete and sell within a market area.

PRODUCT

Each **Insane Luxury Design|Estilo Notável, Lda.** design is handcrafted. While every effort is made to maintain uniformity, slight variations may occur. **Insane Luxury Design|Estilo Notável, Lda.** is free of committing any design improvement without notification. Images on catalogue or website may vary from the final product. The brand works every day to enhance the quality of its products aesthetically, usability and reliability. **Insane Luxury Design|Estilo Notável, Lda.** reserves the right, without prior notice, to discontinue products or change specifications on products. For custom requirements every case will be assessed individually by **Insane Luxury Design|Estilo Notável, Lda.** design team. If a custom drawing is required there will be a fee applied to the service.

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

Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, **Insane Luxury Design|Estilo Notável, Lda.** must be notified in order to inform the customer on the exact required fabric quantity. If the pattern requires matching, **Insane Luxury Design|Estilo Notável, Lda.** needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching. The customer is responsible to advise **Insane Luxury Design|Estilo Notável, Lda.** 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 guidelines based on standard model. The customer is responsible for the fabric transport costs and all export fees to the **Insane Luxury Design|Estilo Notável, Lda.** warehouse. **Insane Luxury Design|Estilo Notável, Lda.** will refuse all fabrics with charges for the receiver of the fabric. **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for orders with customer's

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fabric, when the fabric features put into question the production quality of the product. **Insane Luxury Design|Estilo Notável, Lda.** will not be responsible when the customer does not choose the appropriate fabric for the future use of the product. A completed copy of the COM/COL Form must be submitted together with the fabric/leather to the **Insane Luxury Design|Estilo Notável, Lda.** warehouse, to avoid delays caused by lack of identification (read more at **LEAD TIME**).

CUSTOM ORDER

For every custom order, customers should always ask for advice from product specialist and brand ambassador to confirm the viability of materials finishing, dimensions and prices. **Insane Luxury Design|Estilo Notável, Lda.** is not responsible for customer's choices that at the end don't work well.

HANDMADE FURNITURE

Upholstery

All upholstery products can have up to 5 cm/1,97 inches variation due to the manual nature of **Insane Luxury Design|Estilo Notável, Lda.** production processes. **Insane Luxury Design|Estilo Notável, Lda.** will not accept custom dimensions requests with less than 10cm difference from the standard product or claims regarding dimensions variations under 5 cm/1,97 inches. All fabrics from **Insane Luxury Design|Estilo Notável, Lda.** collection may vary in colour and may be discontinued without prior notice.

Wood, Metal and Stone

Many wood, and metal finishes are applied by hand and may vary in color, tone and character. While Manufacturer will make every effort to match a finish and/or texture, no guarantee can be made of an exact match. Manufacturer does not guarantee finishes against fading and oxidizing. All furniture featuring brass elements will need to be properly cared for and polished over time. Due to the porous nature of brass, it is common to have slight, unavoidable discrepancies in the metal upon production completion. Variations in colour and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture and lighting is handmade, and therefore is subject to slight variations. Due to this, products may vary from images seen online.



Product Appearance

Insane Luxury Design|Estilo Notável, Lda. makes reasonable efforts to accurately display the attributes of Products, including the applicable colour, however the actual colour and textures that may be seen will depend on the computer system used, and **Insane Luxury Design|Estilo Notável, Lda.** cannot guarantee that customer's computer will accurately display such colours and textures.

SAMPLES

Insane Luxury Design|Estilo Notável, Lda. has samples available of all its standard finishes, for hard case and fabrics. To purchase any of these samples, the customer must contact **Insane Luxury Design|Estilo Notável, Lda.** at info@insaneluxury.com or via phone at +351 220 999 135.

WARRANTY

There are no warranties with our products. When issues arise, Insane Luxury Design reserves the right to decide on a case-by-case basis.

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