

# TERMS & CONDITIONS

## 1. Order terms

First order: €750 minimum

Reordering: €400 minimum

(excl. VAT and transport costs)

Payment conditions for all orders: 100% up front.

### 1.1 B2B platform

Given our stock levels and pack sizes we kindly ask to place orders via our B2B shop ([b2b.stonedamsterdam.com](https://b2b.stonedamsterdam.com)). When becoming a reseller, we set up an account for you and provide you with the log-in details.

### 1.2 Order confirmation

The order is binding only when STONED sends an order confirmation after receipt of the customer's acceptance. The retailer will check the order and any objections to it shall be made within 48 hours. If the customer makes no objections within these two days, the order confirmation shall be binding. STONED shall not be liable for errors in the order confirmation.

### 1.3 Late payments

A due date is given on the order confirmation, and we kindly ask you to pay the complete invoice within five days. If you did not do the payment within that given time, we will send you a kind reminder within two days. If the payment did not come within a week after that reminder, we can't guarantee that the ordered goods will be in stock. If the invoice hasn't been fulfilled within a week after the second reminder STONED will cancel the order.

## 2. Shipping

After receiving the full payment, STONED will ship your order within 1 – 5 days (subject to stock availability) unless you specify otherwise. STONED will pack your order in as few boxes / wooden pallets as possible to minimize your shipment costs.

### 2.1 Shipping costs

Delivery: Ex works. Costs will be added according to prices from STONED forwarders. Delivery will be at the customer's risk irrespective of it's being arranged by STONED. If you refuse delivery or if you're unable to accept delivery, the reseller shall cover any associated costs or losses incurred by STONED. This includes the costs of storage until the retailer has accepted delivery on the agreed terms.

### 2.2 Delivery preferences

When becoming a reseller, please provide us with your opening hours for delivery. We depend on the planning of our shipping partner for the delivery of orders. If you wish to make an appointment for delivery or want to pass on certain preferences, we offer the possibility for an additional fee.

### 2.3 Product availability

STONED will provide you relevant product availability information. In the event that a delivery will be delayed due to the fault of the supplier/producers, STONED shall keep you informed of updated delivery dates.

In the event that any product is short shipped or rejected due to quality issues, STONED will cancel your order for the product in question, or put items on pre-order. If any prepayment has been made, you will be offered a credit or refund, at the retailer's discretion.

### 2.4 Order cancellation

Resellers can't cancel orders without incurring a cancellation fee. STONED charges 25% on any cancelled order.

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### **3. Liability**

#### *3.1 Liabilities for defects*

If any STONED product becomes damaged during transport, please notify us at [sales@stonedamsterdam.com](mailto:sales@stonedamsterdam.com) within 48 hours after receiving the package. We will find a suitable solution together to solve this; this could be a credit, refund or replacement shipped you're your next order. We cannot be held liable for products damaged on the premises of your shop or storeroom. In the event that the retailer forwards complaints regarding defects, which are found not to be STONED responsibility, the customer shall reimburse any costs, e.g., lawyers' fees, incurred by STONED in this respect.

#### *3.2 General limitations of liability purposes*

STONED shall not be liable for defects, delay or any other damage caused by circumstances which STONED ought not to have expected, including or shortage of goods, unusual natural events etc.

### **4. Pricing**

STONED recommends that you use the suggested retail prices (SRP) as provided. If you choose to set your own pricing, this guideline must be maintained: never less than 1% below RRP.

#### *4.1 Promotion or sale*

If a retailer would like to run any promotion or sale, STONED has to approve it. The RRP must be maintained and labelled clearly on the product as the standard market price.

### **5. VAT – BTW – TAX**

All resellers are mandated to provide STONED with their valid BTW/VAT/Tax ID number. If no number can be provided or validated for any reason, the client will be charged 21% VAT per local rates.

### **6. Intellectual Property Rights**

All trademark of intellectual property rights and design belongs to STONED. The retailer's use of this shall be subject to STONED previous agreement in writing.

### **7. E-commerce**

Goods from STONED may not be sold on websites such as eBay, Markplaats, Amazon or other similar websites, you're aware that sales via such websites would have a material negative impact on STONED goodwill and intellectual property rights.

### **8. Governing Law and venue instance**

Dutch law shall govern this agreement. Any disputes shall be settled by the court stipulated in STONED articles and association as the court of first instance.

### **9. Marketing**

The story behind STONED is the main reason why we have such a growing fan base. Customers can read more about our brand and our story online, at [www.stonedmarble.com](http://www.stonedmarble.com). We also utilize social media marketing and encourage our shops to utilize these channels as well, interacting with us online to broaden your audience.

#### *9.1 Logo's and photo's*

STONED happily provides you with marketing materials for the stores. We will gladly provide logos & STONED images (products, atmosphere shots, etc.) for use in your own custom marketing. Just e-mail [sales@stonedamsterdam.com](mailto:sales@stonedamsterdam.com).

By placing an order with us, you agree to STONED's Terms & Conditions.

# STONED

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