

GENERAL TERMS AND CONDITIONS OF SALE (B2B)

Seller: Sneferu Unipessoal LDA

Address: Rua de Ferreira Cardoso 49, 4300-198, Porto, Portugal

VAT/Tax ID: PT517606534

Platform: Maison & Objet / MOM

1. GENERAL PROVISIONS

These General Terms and Conditions of Sale (“Terms”) govern all commercial transactions between **Sneferu Unipessoal LDA** (“the Seller”) and professional business customers (“the Buyer”) through the Maison & Objet (MOM) platform. By placing an order, the Buyer acknowledges and accepts these Terms in full, overriding any Buyer-side purchase conditions or B2C website terms.

2. MINIMUM ORDER VALUE (MOV)

The minimum order value for all transactions (initial orders and re-orders) is **€250 (two hundred and fifty Euros)**, excluding shipping costs and VAT.

3. ORDER CONFIRMATION

Orders placed via the MOM platform are subject to validation by the Seller. A contract of sale is only finalized when the Seller issues a formal **Pro-forma Invoice** to the Buyer. The Seller reserves the right to cancel or refuse orders due to stock unavailability or territory-specific distribution restrictions.

4. PRICING AND TAXES

- **Wholesale Prices:** All prices listed are Wholesale (WS) and expressed in Euros (€).
- **Exclusions:** Prices exclude VAT, shipping costs, and any applicable customs duties.
- **Intra-Community Sales:** EU-based Buyers with a valid VAT number will be invoiced without VAT (Reverse Charge). Buyers outside the EU are responsible for all import duties, taxes, and local customs clearance fees.

5. PAYMENT TERMS

- **Pro-forma Basis:** All orders are shipped only after **100% payment** has been received.
- **Methods:** Payment must be made via bank transfer or the electronic payment methods specified on the invoice.
- **Currency:** Payments must be made in Euros (€).

6. SHIPPING AND DELIVERY (DAP)

- **Incoterms:** Sales are conducted on a **DAP (Delivered at Place)** basis via **DHL Express**.
- **Costs:** The Seller will arrange the shipment and include the shipping cost on the Pro-forma Invoice to be paid by the Buyer.
- **Lead Times:** Standard production and preparation time is **2 to 4 weeks** from the date of payment receipt. These times are estimates; the Seller is not liable for delays caused by the carrier (DHL Express) or customs authorities.

7. INSPECTION, CLAIMS, AND RETURNS

- **Damage in Transit:** The Buyer must inspect all goods immediately upon delivery. Any damage or shortage must be noted on the carrier's delivery slip.
- **Reporting Window:** All claims regarding damaged or defective goods must be submitted in writing with photographic evidence to the Seller within **72 hours** of receipt.
- **No Returns:** As this is a B2B transaction, the Seller does not accept returns for "change of mind" or unsold stock. Only confirmed defective items will be replaced or credited at the Seller's discretion.

8. RETENTION OF TITLE

The Seller remains the legal owner of all Products until the Buyer has paid the full purchase price, including shipping and applicable taxes.

9. RESALE RESTRICTIONS AND BRAND INTEGRITY

- **Marketplace Prohibition:** The Buyer is strictly prohibited from selling the Seller's products on third-party online marketplaces, including but not limited to **Amazon, eBay, Etsy, or Pinduoduo**.
- **Authorized Channels:** Sales are permitted only through the Buyer's own physical retail locations or their branded independent e-commerce website.
- **MSRP:** To maintain brand positioning, the Buyer is encouraged to adhere to the Manufacturer's Suggested Retail Price (MSRP) provided by the Seller.

10. INTELLECTUAL PROPERTY

The Seller grants the Buyer a non-exclusive, revocable license to use the Seller's professional photography and trademarks solely for the purpose of promoting the Products. All intellectual property remains the sole property of Sneferu Unipessoal LDA.

11. GOVERNING LAW AND JURISDICTION

These Terms are governed by the **laws of Portugal**. In the event of a dispute that cannot be resolved amicably, the parties agree to the exclusive jurisdiction of the **courts of Porto, Portugal**.