

Terms & Conditions

provided by Enjoy The Wood

Seller: The contracting seller is the legal entity identified in the order confirmation and/or invoice. The Seller may be one of the Seller's affiliated companies depending on the shipping location and agreed Incoterms (DDP/DAP).

The applicable Seller legal name, address, and VAT number will be provided on the invoice and order confirmation.

1. Scope

- These Terms & Conditions apply to all sales made by the Seller through the MOM platform to professional buyers acting in the course of their business, trade, or profession.
- These Terms & Conditions apply exclusively to B2B transactions. Consumer purchases are not accepted under these Terms & Conditions.
- By placing an order, the buyer confirms that it is acting as a business customer and not as a consumer.

2. Orders

- All orders are subject to acceptance by the Seller.
- Orders become binding once confirmed by the Seller through the MOM platform or in writing.
- Unless otherwise agreed in writing, confirmed orders are final and may not be cancelled by the buyer.

3. Prices, Taxes and Payment

- Prices are those stated in the relevant quotation, listing, or order confirmation.
- Unless stated otherwise, prices are exclusive of VAT and any other applicable taxes, duties, or charges.
- Payment terms shall be those indicated on the MOM platform, invoice, or order confirmation.

4. Delivery and Shipping Terms

- The Seller can ship products throughout the European Union under DDP (Delivered Duty Paid) or DAP (Delivered at Place) terms, as specified in the applicable quotation, listing, or order confirmation.
- Delivery terms shall be interpreted in accordance with Incoterms® 2020.
- Where DDP applies, the Seller shall arrange delivery to the agreed destination including applicable import duties and taxes, unless otherwise expressly stated.
- Where DAP applies, the Seller shall deliver the goods to the agreed place of destination, and the buyer shall be responsible for import clearance, duties, taxes, and any other charges payable upon importation, if applicable.
- Any delivery dates are estimates only unless expressly agreed as binding in writing.
- Risk of loss or damage shall pass in accordance with the agreed Incoterm.

5. Inspection and Claims

- The buyer must inspect the goods promptly upon delivery.
- Any claim regarding shortages, visible damage, defects, or non-conformity must be notified to the Seller in writing within 5 business days from delivery, together with supporting evidence, including photographs where relevant.
- Failure to notify within this period shall constitute acceptance of the goods, without prejudice to mandatory rights that cannot be excluded under applicable law.

6. Returns and Refunds

- As these sales are made strictly on a B2B basis, returns are not accepted for change of mind, resale issues, overstock, or customer preference.
- Returns are not accepted by the Seller but compensation could have a place where applicable.
- Where a claim is accepted, the Seller may, at its option, replace the goods or issue an appropriate credit note or refund.

7. Product Information

- Product descriptions, dimensions, finishes, and images are provided as accurately as reasonably possible.
- Minor variations that are customary in the trade or inherent to the materials or manufacturing process shall not constitute a defect or non-conformity.

8. Limitation of Liability

- To the maximum extent permitted by applicable law, the Seller shall not be liable for indirect, incidental, special, or consequential losses, including loss of profit, loss of business, or loss of opportunity.
- Nothing in these Terms & Conditions excludes or limits liability that cannot be excluded or limited under applicable law.

9. Force Majeure

- The Seller shall not be liable for delay or failure to perform caused by events beyond its reasonable control, including transport disruption, supply shortages, strikes, acts of government, natural disasters, or similar events.

10. Governing Law and Jurisdiction

- These Terms & Conditions shall be governed by the laws of [Insert country].
- Any dispute arising out of or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of [Insert city/country], unless mandatory law requires otherwise.