

PIN TONIK GESBR

GENERAL TERMS & CONDITIONS (B2B)

Last updated: 23.02.2026

These General Terms and Conditions (“T&C”) govern all business relationships between DreamON Studio GesbR (“PinTonik”, “we”, “us”) and its business customers (“Client”, “Buyer”).

These T&C apply to all contracts concluded via the MOM digital platform operated by Maison & Objet, as well as direct wholesale agreements, trade fairs, corporate procurement, white label production and distribution partnerships.

These T&C apply exclusively to entrepreneurs within the meaning of §1 Austrian Commercial Code (UGB). Consumer protection laws do not apply.

1. COMPANY INFORMATION

DreamON Studio GesbR

Legal Form: Austrian Civil Law Partnership (GesbR)

Registered in: Republic of Austria

Business Address: Scheibe 36D/01, 6167 Neustift im Stubaital, Austria

VAT Number: ATU78449458

Email: hello@pintonik.com

2. SCOPE OF APPLICATION

2.1 These T&C apply exclusively. Conflicting or deviating terms of the Client shall not be recognized unless expressly agreed in writing.

2.2 By placing an order, the Client confirms acceptance of these T&C.

2.3 These T&C also apply to future transactions without requiring renewed express agreement.

3. PRODUCTS & CRAFTSMANSHIP

3.1 PinTonik designs and manufactures handcrafted wooden jewellery incorporating sterling silver and stainless steel elements.

3.2 Due to the natural and artisanal character of wood and handcrafted production:

- Variations in grain, tone, structure and surface are inherent.
- Minor deviations do not constitute defects.
- Each piece is unique.

3.3 Technical and aesthetic modifications serving product improvement remain reserved.

4. CONTRACT FORMATION

4.1 Offers are non-binding unless explicitly stated otherwise.

4.2 A contract becomes binding only upon:

- Written order confirmation; or
- Dispatch notification of goods.

4.3 Minimum order quantities may apply.

4.4 PinTonik reserves the right to refuse orders without obligation to state reasons.

5. PRICES & PAYMENT TERMS

5.1 All prices are net prices in EUR.

5.2 Prices exclude:

- VAT
- Shipping
- Customs duties
- Insurance
- Import charges
- Any governmental fees

5.3 Standard payment terms (unless otherwise agreed in writing):

- 30% advance payment upon order confirmation
- 70% prior to shipment

5.4 Late payment interest is charged in accordance with §456 Austrian Commercial Code (UGB).

5.5 Ownership of goods remains with PinTonik until full payment has been received (Retention of Title).

6. SHIPPING & DELIVERY

6.1 Shipping Origin

All shipments are dispatched from Austria.

6.2 Delivery Terms

Unless otherwise agreed in writing, delivery shall be made under DAP (Delivered At Place) – Incoterms® 2020.

This means:

- PinTonik covers packaging and transportation to the agreed delivery address.
- Risk transfers to the Buyer upon arrival at destination, ready for unloading.

Alternative delivery terms (EXW or DDP) require written agreement.

6.3 Processing Time

- In-stock items: approx. 3–7 business days
- Made-to-order or custom production: timeline confirmed individually

Delivery times are estimates and non-binding unless expressly agreed as fixed dates.

6.4 Shipping Costs

Shipping costs are calculated based on:

- Destination
- Order volume
- Weight
- Selected carrier

Shipping charges are confirmed before dispatch.

7. CUSTOMS DUTIES, IMPORT TAXES & GOVERNMENTAL CHARGES

7.1 All customs duties, import VAT, governmental taxes, customs clearance fees and any other country-specific charges imposed in the destination country are solely the responsibility of the Buyer.

7.2 PinTonik has no control over such charges and cannot predict their amount.

7.3 The Buyer is fully responsible for:

- Import clearance
- Payment of all duties and taxes
- Compliance with local import regulations

7.4 If the Buyer refuses to accept shipment or fails to pay import charges resulting in return, storage or penalty fees, such costs shall be borne entirely by the Buyer.

8. RISK TRANSFER

Risk transfers to the Buyer in accordance with the agreed Incoterm (standard: DAP).

Transport damage must be:

- Noted immediately with the carrier upon delivery
 - Documented with photographs
 - Reported to PinTonik within 48 hours
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9. WARRANTY & INSPECTION (B2B)

9.1 The Buyer must inspect goods immediately upon receipt.

9.2 Visible defects must be notified in writing within 7 days.

9.3 Warranty period: 12 months from delivery date.

9.4 Remedies are limited to:

- Repair; or
- Replacement at PinTonik's discretion.

9.5 Liability for indirect damages, loss of profit, business interruption or reputational harm is excluded except in cases of gross negligence or intent.

Mandatory statutory liability (e.g. Austrian Product Liability Act) remains unaffected.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All designs, concepts, collections, product names, sketches, images and creative assets remain the exclusive intellectual property of PinTonik.

10.2 No reproduction, imitation, copying, reverse engineering or unauthorized branding is permitted.

10.3 Custom designs are licensed, not transferred, unless explicitly assigned in writing.

11. WHITE LABEL & EXCLUSIVE COLLECTIONS

11.1 White label production requires a separate written agreement.

11.2 Unless otherwise agreed:

- PinTonik retains ownership of design and manufacturing know-how.
- The Client receives a limited resale license.

11.3 Exclusivity agreements require:

- Defined territory
- Defined duration
- Minimum annual purchase volume

Failure to meet agreed purchase targets results in automatic termination of exclusivity rights.

12. ESG & SUSTAINABILITY COMMITMENT

PinTonik is committed to responsible production and sustainable growth.

Environmental Responsibility:

- Responsible sourcing of wooden materials

- Preference for certified suppliers where feasible
- Waste reduction practices

Social Responsibility:

- Compliance with EU labor and workplace standards
- Ethical production processes

Governance:

- Transparent business operations
- Compliance with EU sanctions and anti-corruption regulations

Sustainability documentation may be provided upon request for corporate ESG reporting purposes.

13. CONFIDENTIALITY

All pricing structures, product developments, forecasts, supplier information and business strategies exchanged between the parties are confidential.

Confidentiality obligations remain valid for five (5) years after termination.

14. COMPLIANCE & ETHICAL STANDARDS

The Client confirms compliance with:

- EU sanctions regulations
- Anti-bribery and anti-corruption laws
- International trade laws
- Applicable product and resale regulations

Material breach entitles PinTonik to immediate termination.

15. DATA PROTECTION

Business contact data is processed in accordance with Regulation (EU) 2016/679 (GDPR).

Legal bases:

- Contract performance (Art. 6(1)(b))
- Legal obligation (Art. 6(1)(c))
- Legitimate interest (Art. 6(1)(f))

Accounting records are retained for 7 years in accordance with Austrian tax law.

16. LIMITATION OF LIABILITY

Total liability of PinTonik is limited to the net value of the affected order.

Indirect, incidental or punitive damages are excluded to the fullest extent permitted by law.

17. TERMINATION

PinTonik may terminate agreements immediately in cases of:

- Insolvency
 - Repeated late payment
 - Intellectual property infringement
 - Compliance violations
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18. ASSIGNMENT

The Client may not assign contractual rights without written consent.

PinTonik may assign rights to affiliated entities for operational purposes.

19. GOVERNING LAW & JURISDICTION

These T&C are governed by Austrian law.

The exclusive place of jurisdiction is the competent court in Innsbruck, Austria.

The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.