

SOFEN Terms & Conditions (B2B)

1. Scope & Applicability

These Terms & Conditions apply exclusively to **business customers** (Unternehmer im Sinne von §14 BGB) within the European Union and internationally.

Consumer law provisions do **not** apply.

By placing an order, the buyer confirms they are acting in a professional or commercial capacity.

2. Made-to-Order Products

SOFEN cushions are primarily made to order based on the buyer's specifications. Select pieces may be produced in advance for showroom, sampling, photography, or retail consignment purposes.

For made-to-order purchases, production begins only after order confirmation and receipt of payment.

Standard production time is 2–4 weeks, unless otherwise agreed in writing.

3. Ordering & Contract Conclusion

Orders become binding once confirmed by SOFEN.

Any changes or cancellations after confirmation require written approval and may not be possible once production has started.

4. Prices & Payment

All prices are stated **net of VAT**, unless otherwise specified.

VAT is charged where legally applicable.

Payment is due **in full** at checkout or according to the payment terms stated on the invoice.

Production will not begin until payment has been received.

5. Shipping & Delivery

Shipping is carried out via **DHL GoGreen** or an equivalent carrier.

Orders of more than six cushions may be delivered in **separate shipments**.

Delivery times are estimates and not binding.

Customs duties, import taxes, and other fees for international deliveries are the responsibility of the buyer.

6. Colour & Material Disclaimer

Product colours may vary due to screen settings, lighting conditions, and natural material characteristics.

Minor deviations in colour, texture, or finish are **industry-standard** and do **not** constitute a defect.

7. Returns, Cancellations & Refunds

As all goods are **custom-made**, **returns, cancellations, and exchanges are excluded** once production has started.

This applies in particular to:

- Custom designs or sizes
- Custom fabrics or colours
- Bulk or wholesale orders

Claims are accepted **only** in cases of:

- Manufacturing defects
- Goods not conforming to the confirmed order
- Transport damage

Any defects must be reported **in writing within 7 days of delivery**.

Failure to do so will be deemed acceptance of the goods.

8. Liability

SOFEN is not liable for delays or non-performance caused by events beyond its control, including carrier delays, customs procedures, or force majeure.

Liability is limited to the **value of the goods supplied**, except in cases of intent or gross negligence.

Liability for indirect or consequential damages is excluded where legally permissible.

9. Retention of Title

Goods remain the property of SOFEN until full payment has been received.

10. Data Protection

Personal and business data are processed in accordance with applicable EU data protection laws and our **Privacy & Cookie Policy**.

11. Governing Law & Jurisdiction

These Terms & Conditions are governed by the laws of the **Federal Republic of Germany**, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is **Germany**, unless mandatory law provides otherwise.

12. Final Provisions

If any provision of these Terms & Conditions is held invalid, the remaining provisions remain unaffected.