

## TERMS & CONDITIONS OF SALE (B2B – MOM PLATFORM)

### 1. Scope

These Terms & Conditions apply to all offers, orders, and sales concluded via the MOM platform of Maison & Objet by **STANDARD AHZ NV** (hereinafter “Seller”), with professional buyers only (hereinafter “Buyer”).

By placing an order, the Buyer accepts these Terms & Conditions in full.

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### 2. Products & Availability

All products are offered subject to availability.

The Seller reserves the right to:

- modify product specifications without prior notice
- discontinue products at any time
- partially fulfill orders when necessary

Product visuals, dimensions, and descriptions are indicative and non-binding.

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### 3. Pricing

- All prices are **net wholesale prices**, excluding VAT, transport, duties, and any local taxes
- Prices are expressed in **EUR**, unless otherwise agreed
- The Seller reserves the right to modify prices at any time prior to order confirmation

Any promotional pricing or discounts are non-retroactive.

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### 4. Orders

Orders placed via the MOM platform are considered binding only after:

- written confirmation by the Seller, or
- issuance of a proforma invoice

The Seller reserves the right to refuse or cancel orders in case of:

- stock limitations
  - payment concerns
  - commercial conflicts
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### 5. Payment Terms

Unless otherwise agreed in writing:

- **First orders:** 100% prepayment
- **Repeat orders:** payment terms subject to approval (typically 30 days net)

Payments must be made via bank transfer or approved payment methods.

Late payments may result in:

- suspension of deliveries
  - interest charges (in line with EU Directive 2011/7/EU)
  - cancellation of pending orders
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## 6. Delivery & Transport

- Delivery terms are defined according to **Incoterms® 2020** (default: EXW unless agreed otherwise)
- Transport costs are borne by the Buyer unless stated otherwise
- Delivery times are indicative and non-binding

The Seller cannot be held liable for delays caused by:

- logistics partners
  - customs procedures
  - force majeure
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## 7. Transfer of Risk

Risk transfers to the Buyer:

- upon collection (EXW), or
- upon handover to the carrier

Goods travel at the Buyer's risk.

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## 8. Retention of Title

Ownership of goods remains with the Seller until full payment has been received.

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## 9. Claims & Returns

Upon receipt, the Buyer must:

- inspect goods immediately
- notify any visible defects within **48 hours**

Hidden defects must be reported within **5 working days**.

Returns are only accepted:

- with prior written approval
- in original packaging
- unused and resalable

Unauthorized returns will be refused.

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## **10. Warranty**

The Seller guarantees products against manufacturing defects only.

The warranty does **not** cover:

- improper use or installation
  - normal wear and tear
  - damage caused by third parties
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## **11. Intellectual Property**

All product designs, images, and branding remain the exclusive property of the Seller.

The Buyer may:

- use official images for resale purposes
  - not alter, reproduce, or misuse branding without consent
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## **12. Distribution & Online Sales**

The Buyer agrees:

- to present the brand in a professional and qualitative manner
- not to engage in misleading advertising
- to respect recommended retail positioning (if applicable)

The Seller reserves the right to protect its brand image and distribution network.

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## **13. Force Majeure**

The Seller shall not be liable for failure or delay due to:

- natural disasters
- supply chain disruptions

- strikes, pandemics, or governmental actions
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#### **14. Liability**

The Seller's liability is limited to:

- the value of the goods supplied

The Seller is not liable for:

- indirect or consequential damages
  - loss of profit or business
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#### **15. Governing Law & Jurisdiction**

These Terms & Conditions are governed by:

- **Belgian law**

Any disputes shall fall under the exclusive jurisdiction of the courts of:

- **Leuven**
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#### **16. Final Provisions**

If any provision is deemed invalid, the remaining provisions remain fully enforceable.

No waiver of rights shall be considered unless explicitly agreed in writing.

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#### **OPTIONAL CLAUSES (strongly recommended for your business model)**

Gezien jouw activiteit (merken, distributie, prijspositionering), raad ik aan om deze extra clausules op te nemen:

#### **17. Brand Positioning Clause**

The Buyer agrees not to:

- sell below recommended retail price in a structural manner
- damage the premium positioning of the brand

#### **18. Selective Distribution (light version)**

The Seller reserves the right to:

- limit distribution to selected partners
- terminate cooperation if brand image is compromised