COLLECTOR

TERMS AND CONDITIONS

Any order implies the acceptance of Collector Terms and Conditions as described below.

GENERAL

1. Any question that may arise from the interpretation, application or obedience to the Terms and Conditions must be viewed and resolved in accordance with the laws of Portugal.

PRICES

1. The current price list replaces previous versions;
2. Each price indicated refers to one unit;
3. Prices indicated do not include VAT;
4. Packaging is included in the price. Upon request, special packaging may be developed under extra cost;

ORDERS AND PAYMENT CONDITIONS

1. Product prices are ex-works, the transport cost may be added to the invoice upon request and will be at client's cost;

2. For each order, the corresponding proforma invoice will be sent to the client through e-mail, and confirmation must be given in writing by e-mail;

3. Payment terms are 50% deposit with order confirmation and balance before shipping. Production starts after downpayment is received in our account. The balance payment is requested approximately two (2) weeks before the approximate date predicted for dispatch. Payments should be made through bank transfer and copy of payment confirmation documents should be sent through e-mail to sales@collectorgroup.pt always referring your proforma invoice number. Without the reference of the proforma invoice it will take longer to identify downpayments, which may cause a delay in production.

4. For orders shipping outside of the European Union, sales tax and customs duties may apply. These are to be paid by the customer upon delivery. Your total order does not include these taxes and duties. US tariffs are always to be paid by the client.

5. If the price, discounts or dates of delivery are based on an apparent error, Collector may correct the mistakes or cancel the order.

6. If discount is agreed for the purchase of a certain quantity or range in an order, Collector is not obliged to apply the discount if fewer or different goods than those agreed are actually ordered.

7. Collector may postpone any delivery in the case of production problems affecting the quantity of goods or the quality of goods produced.

TRANSPORT POLICY

1. Prices are ex-works, transport and insurance costs are not included;
2. Collector may arrange the transport of the goods and will conduct its' best efforts so that it is carried out as swiftly as possible, however Collector cannot guarantee transport times as the transport will be assured by a forwarder external to our company, and cannot be held responsible for any transport delay;
3. When transport is arranged by Collector with its usual forwarder, transport will be exclusively door to door, meaning that the transporter will unload the goods at the client's address street door, at street level (will not enter the building or climb stairs). Access to heavy duty truck must be assured or transport cost surcharges will be charged to the client.
4. For transports with our forwarder, correct delivery address should be indicated upon the confirmation of the order by submission of Shipment Details Form, which will be provided by your account manager. Changes in delivery address are only allowed until the balance payment is done. In exceptional cases we may allow changes to the address after goods have been shipped which translates into a surcharge that will be charged to the client. In case of change a new form with updated information must be submitted by e-mail to your Account Manager again.
5. Client may choose to organize the transport of the ordered goods. In this case, our responsibility is limited to the preparation of the goods to be collected and ends at the moment of goods pick up at our warehouse. Collector will be free of any charges or responsibility over events that might occur during transportation. In this case all management of the transport should be held by the client.
6. Condition of goods must be verified upon arrival. Any claim must be submitted with photographic evidence of the damages by email to sales@collectorgroup.pt, within 48h after goods have been received. The package of goods must also be kept for claim purposes. If Collector, Lda has arranged the transport and if the goods or the packages show any damage, the description of such damage must be written on the transporter delivery note. If the deliverer does not wait for the inspection of goods, this should also be clearly noted in the delivery note as "Under Reserve – not verified". This note on the delivery document is critical, without it will not be possible to activate insurance coverage and the claim will be therefore refused.
7. Any transportation of the goods from destination to a second location will forfeit any transportation damage claim. Collector, Lda will not be liable for any damages that might occur from pick up, handling and / or installation by individuals acting on behalf of the client / receiver.
8. Since the Terms and Conditions of the order are ex-works, Collector is not responsible for loss or damage in transit.
9. After verification of the damage and its' causes, and if there is evidence that the responsible is the transporter, damaged pieces will be either replaced or repaired, as per decision of our technical department.
10. If damage has occurred in shipping all packaging must be retained by receiver. Failure to do so may invalidate any claim.

WARRANTY POLICY

1. Collector provides a limited warranty of 1 year for its products, to the original purchaser, against defects in material and workmanship. This warranty does not cover second purchasers of the products nor distressed products by display use or display samples. Colour and varnishing variations are natural in woods and leathers and are not defects but characteristics; Slight colour variations on fabrics and lacquered metal are also possible and are not defects. These situations do not apply to warranty.

2. This warranty applies under conditions of normal use and excludes damage caused by misuse, or those resulting from fading caused by exposure to excess light (pieces should be protected of direct sunlight), soiling, improper cleaning, abnormal use or accident.

3. Any costs for packing and shipping are not covered under this warranty. To obtain proper service under this warranty, the original purchase receipt must be presented.

4. Collector is not considered responsible for the following:

- Damage caused by improper cleaning solutions or methods
- Damage caused by improper installation or assembly by the costumer or costumer's agent;
- Damage to our lamps, parts of our lamps or shades, caused by improper use of light bulbs;
- Damage caused by exposure to weather or improper environment;
- Changes in the appearance of the hand rubbed finishes or un-lacquered finished. These are meant to age in appearance;
- Any costs of installation, removal or re-installation; - Restoration or repair work;
- Any parts purchased separate from our lamps;e to do so may invalidate any claim.

RETURN POLICY

1. Because of the custom, made-to-order nature of our work, we are not able to accept returns or offer exchanges. Once your order is placed, cancellations will not be permitted.

POLICY FOR DEFECTIVE PRODUCTS

1. Defective goods may only be returned to Collector at Collector's expense after the latter has given its prior written approval or after Collector has requested to return the defective goods. If the goods have not been received within 15 (fifteen) working days, Buyer is supposed to keep the goods and to have withdrawn its complaint.

2. In case of replacement of defective goods or goods taken back, the extra costs for mounting, dismounting or re-installation, change of technical installations and other costs are fully at Buyer's charges.

3. The defective part/ piece must be received by Collector in its original package before any replacement can be sent - especially in all cases concerning customize products or new products created to meet contract specifications.
4. For all sales to Russia, and in case the goods are being returned as a complaint, it is the customer's responsibility to get the goods to a point of distribution in Europe, such as Italy or Germany, and support this shipping.
After checking the claimed piece and in case there is proof of production problem, Collector will support all the previous transportation costs related to the fixing of the issue.

CERTIFICATION POLICY

1. Collector may provide the following services for a special fee: Certicate of Origin, Authentication of Invoices, Inspections, Storage and Demurrage, Change of Details on Final Invoice. Please contact our staff regarding prices.

STORAGE

1. Collector reserves the right to apply a daily warehouse fee of 2% the total of the proforma if outstanding proforma balance is not paid and/or shipping arrangements have not been made within ten (10) business days following the notication for balance payment;
2. All pieces remain Collector property until full payment is received; Orders that accrue storage fees cannot be released until the fees and the remaining balance are paid.

LEAD TIME

1. The production time is generally 8 to 12 weeks, delivery time not included. There may be variations on large quantities orders and during busy periods, in which case Collector will notify the client in response to the request or consult. For pieces with custom specifications or orders of large quantities, Collector reserves the right to agree with the customer on a different lead time.
2. Collector is not responsible for the delay in production time if there is a failure in submitting the confirmation (receipt) of the transfer. Lead time for orders with COM/COL products only starts once the fabric arrives at our office and is properly identified.
3. All fabrics must be identified with the proper COM/COL Form that is sent with the proforma. Collector is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the customer.

PRODUCT FEATURES

1. Collector reserves the right, without prior notice, to discontinue products or change specifications on products. Images on the catalogue or website may vary from the final product. We work every day to enhance our product's quality, aesthetics, usability and reliability which may result in variations.
2. Collector's products are handmade one by one, therefore there may be some slight differences from piece to piece, that are not considered defects but normal features of the products. Many finishes are applied by hand and may vary in color, tone and character. WhileCollector will make all efforts to match a finishes, no guarantee can be made of an exact match and there might be some variations between products. Collector does not guarantee finishes against fading and oxidizing throughout the years, as this is considered a normal aging process. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty of the material.
3. Depending on the materials used for its manufacture, the original goods may change in the course of time, due to environmental influences (UV – light and other for lacquered goods, colors, fabrics and other).
4. Collector has the ability to customize existing products or new products to meet contract specifications – all situations that require custom designs are subject to an upcharge. Special pricing based on quantity and features will be provided upon request for all customized products – decision will be made on a case-by-case basis and the Client will be notified of any said fees.
5. All upholstery products can have up to 5 cm / 1,97 inches variation due to the manual nature of the production processes. All furniture products can have up to 3cm / 1,18 inches variation. Collector will not accept custom dimensions requests with less than 10cm difference from the standard product or claims regarding dimensions variations under 5 cm / 1,97 inches. All fabrics from Collector collection may vary in colour and may be discontinued without prior notice.

CUSTOMER'S OWN MATERIAL / LEATHER (COM / COL)

1. Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, Collector must be notified in order to inform the customer of the exact required fabric quantity. If the pattern requires matching, Collector needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching.

2. The customer is responsible to advise Collector in writing of any specific requirements to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be applied according to the upholsterer guidelines based on a standard model. The customer is responsible for the fabric transport costs and all export fees to Collector Factory's warehouse. Collector will refuse all fabrics with charges for the receiver of the fabric. Collector is not responsible for orders with customer's fabric when the fabric features put into question the production quality of the product.
3. Collector will not be responsible when the customer does not choose the appropriate fabric for the future use of the product. A completed copy of the COM/COL form must be submitted together with the fabric/leather to the Collector warehouse, to avoid delays caused by lake of identification. Please ask your sales advisor to provide you with the COM/COL Form.
4. Collector is not responsible for performance of any fabric and does not warrant COM/COL fabrics. Collector is not responsible for defective COM/COL, and all COM/COL are accepted to be first quality goods. Collector is not responsible for upholstery tailoring variances that result from the application of a particular fabric or leather.

PRODUCT AND MATERIAL IMAGING

1. Collector makes reasonable efforts to accurately display the attributes of products, including the applicable colours, however the actual colours and textures that may be seen will depend on the user computer system, and Collector cannot guarantee the customer's computer will accurately display colours and textures.
2. All efforts have been made to accurately photograph the finishes and colors of products. Slight variations can sometimes occur between the photographic representation and the actual product.

WEBSITE INFORMATION

We are not responsible if information made available on our website is not accurate, complete or current. The material available on our website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance solely on the material is at your own risk. Our website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our website.

NEWSLETTERS

If you do no longer wish to receive our newsletters or other emails, you can unsubscribe as indicated in the particular communication, i.e. by using the unsubscribe link which is included on all newsletters and other emails. You may also contact us at sales@collectorgroup.pt.

INTERNET POLICY

Dealer internet websites may neither advertise, nor in any way display the Collector name, logo, product images or any other branded company symbols or information without prior written consent from the company. Dealer websites may not display pricing on Collector pieces, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact Collector for further company guidelines on internet usage.

DISTRIBUTION POLICY

Collector reserves the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on the company ability to compete and sell within a market area.

COPY RIGHTS

All rights reserved.
No part of Collector design pieces may be reproduced, distributed, or transmitted in any form or by any means, including prototyping, 3D drawings, or other electronic or mechanical methods, without the prior written permission of the brand, except noncommercial uses permitted by copyright law.
For permission requests, write to the brand, addressed “Attention: Copy Right permission,” at sales@collectorgroup.pt.

GOVERNING LAW AND JURISDICTION

This Agreement/Transaction shall be governed by Portuguese law. Any dispute arising out of the interpretation or performance of this document shall be subject to the exclusive jurisdiction of the courts of the Judicial District of Porto, with the express waiver of any other jurisdiction.