

BB UNITED BV - SALES AND DELIVERY TERMS

1. General

The following terms apply to all sales, unless other written terms have been agreed by BB UNITED BV.

2. Special offers

All quotations are based on information available at the time of quotation. A quotation shall not be binding until the customer has received an order confirmation.

Offers must be accepted before the expiration date stated in the offer. If no date is set, acceptance must be received within 14 days from the date of the offer. Offers cannot be withdrawn within the appointed time.

3. Prices

All prices are exclusive of taxes and duties and are quoted in EUR unless otherwise stated.

Prices exclude all taxes and expenses incurred after delivery. Prices include soft packing.

Prices may change without prior notice due to currency fluctuations, customs, or other external factors.

4. Packing

All EU orders are packed with standard soft packing. All non-EU orders require specialized packing and crating by BB UNITED BV's selected courier. Costs for specialized packing and crating are at the buyer's expense.

5. Customer information

All new customers must complete a customer information sheet before orders are executed.

6. Conditions of payment

All orders require full payment in advance. Orders are confirmed only once payment is received.

The purchase price is to be paid to BB UNITED BV's bank account; any fees are the customer's responsibility.

BB UNITED BV reserves the right to cancel or suspend orders without liability if payment terms are breached.

7. Production lead time, Shipping and Import

Production lead time is stated on the order confirmation. If overdue by more than 60 days, the customer may cancel the order. The customer cannot hold BB UNITED BV responsible for consequences of delayed delivery.

Transit time is stated on the order confirmation but is not guaranteed (dependent on location and customs clearance).

All shipments are made DAP (Delivered At Place) Incoterms® 2020, unless agreed otherwise in writing. Any import formalities, including but not limited to customs clearance, import declaration, duties, taxes, brokerage fees, and any related charges, are solely the responsibility and at the expense of the buyer.

8. Force majeure

Belgian law on force majeure applies. In case of force majeure, obligations may be postponed until the obstacle is removed or the agreement may be cancelled without liability if the delay exceeds 6 months.

9. Inspection and Acceptance

The customer must inspect the products upon delivery and notify BB UNITED BV in writing of any visible defects within 48 hours. Hidden defects must be notified within 30 days of delivery. After these periods, the products shall be deemed accepted, and BB UNITED BV shall have no further liability.

10. Complaints and Claims

The customer has a duty to mitigate damages. Any visible defect or damage must be reported immediately upon discovery. If the customer fails to notify BB UNITED BV without undue delay, or fails to take reasonable measures to prevent further deterioration (such as moving items to a dry environment when moisture ingress is suspected), BB UNITED BV shall not be liable for any subsequent or aggravated damage.

Colours/patterns shown online or in catalogues may differ from actual products. We recommend ordering a sample. Colour variations and imperfections in Mortex® are natural characteristics of the material and application process. Dimensions may vary due to the handmade character.

BB UNITED BV's responsibility for delays, faults or defects shall not exceed 20% of the invoice amount of the affected products.

11. Use and Maintenance

The customer is responsible for ensuring that products are used, handled, and maintained strictly in accordance with BB UNITED BV's instructions and guidelines, provided with the product or available at www.atelierbb.be.

Warranty and liability shall not apply in cases of improper use, lack of maintenance, exposure to unsuitable environments, or use of cleaning products or methods not approved by BB UNITED BV.

12. Warranty Limitation

Products are warranted against manufacturing defects for 12 months from delivery unless otherwise agreed in writing. This warranty does not cover damage resulting from misuse, improper handling, insufficient maintenance, accidental damage, or exposure to extreme weather conditions beyond normal outdoor use.

While certain products are treated and intended for outdoor use, BB UNITED BV cannot guarantee that products will remain unaffected under all climatic or environmental conditions. The customer is responsible for ensuring suitable placement, protection, and maintenance adapted to local weather circumstances. BB UNITED BV shall not be liable for weather-related damage, water ingress, or natural wear and tear.

13. Exclusion of Indirect and Additional Costs

BB UNITED BV shall under no circumstances be liable for indirect, consequential, or incidental damages, including but not limited to shipping costs, customs duties, import taxes, installation costs, third-party claims, or loss of profit.

14. Return rights

The customer is not entitled to return products unless the sale is annulled by mutual agreement in writing. Returns must be in original packing and condition; otherwise, BB UNITED BV may deduct expenses. Shipment costs and risks are the customer's responsibility.

BB UNITED BV reserves the right not to accept returns on custom or made-to-order products.

15. Order annulments

Orders cannot be annulled unless accepted in writing by BB UNITED BV. Cancellation fees apply: 15% after 24 hours; 30% after 7–14 days; 40–70% after 30 days, depending on resale potential.

16. Ownership

If BB UNITED BV grants credit, ownership remains with BB UNITED BV until full payment is made.

Until payment, the customer shall store the merchandise safely and keep it insured against all risks.

17. Litigation and Venue

This agreement is subject to Belgian law. The Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Disputes shall be settled by a Belgian court where BB UNITED BV's head office is located, or, at BB UNITED BV's choice, by arbitration under the Belgian Institute of Arbitration in Brussels. Arbitration shall be in Dutch and confidential.

BB UNITED BV may recover debt in the customer's jurisdiction in compliance with local law.

18. Signature

These conditions are subject to change without prior notice. Confirmed orders remain under the current conditions. Updated conditions will be sent for signing.