



## TERMS AND GENERAL CONDITIONS

By placing an order it is implied that you accept our terms and conditions as listed below:

**IMPORTANT NOTICE:** About leathers and furs, small marks, veins and shade variations that may be appreciated on these products, don't be faults, but they are characteristic of genuine leather.

The materials may belong to different batches, so the samples are an approximate reference to the select colour.

Colours are subject to normal dyelot and natural variations. Dyed colours may change and/or fade depending on the final destination environment,

Miyabi casa products are not guaranteed against fading or shrinkage through cleaning, steaming, and exposure to sunlight/spotlight or effects of wear.

It is not recommended upholstering with the following dyed colors: rojo claro - rojo sangre - berenjena - bordeaux - kaki - musgo - navy.

All Miyabi casa raw materials, such as fabrics, genuine leathers, natural furs, synthetic leathers, woods, wool, etc. can show shade variations from a stock to another; so Miyabi casa decline any responsibility for possible shade differences.

Besides, colours shown in samplers are not to be considered binding as it is technically impossible to obtain the same shades for all productions.

The reproduction of printed colours is as accurate as printing processes will allow. Modifications on the product can be made by Miyabi casa without decrease the quality.

Leather hides may exhibit non-uniform surface qualities, depending on the area of the hide from which they were cut. Even the embossed leather obscure some of these natural texture characteristics. Variations in texture are not flaws and will not affect the leather's durability. Common surface variations include scratches, wrinkles and healed scars. A sample should never be considered as an exact snapshot of the entire hide. A dye variation along with variation in texture can be found throughout the hide of some leathers, resulting in large grain near the edge and smaller grain in the center.

(\*SUNLIGHT / SPOTLIGHT: Any product exposed to sunlight or to spotlight, can be subject to changes; so Miyabi casa will not accept claims on this matter.

**CUSTOMER LIABILITY:** The choice of the quality of the goods and their destination are the buyer's sole responsibility.

**STANDARD AND SPECIAL SIZES:** We offer a wide range of standard sizes depending on the product collection. We also make special sizes upon request. A dimension variation of 3% should be accepted for all our products.

**CUSTOMER FABRIC:** To avoid delays, the side of the fabric to use should be clearly indicated in the order.

The fabrics forwarded shall be sent carriage prepaid, otherwise they will not be accepted.

In case of leathers or fabrics that needs to be centred, please contact us about the quantity before ordering.

**DELIVERY TIME:** LEATHER AND FUR RUGS: 30/90 days. GENUINE LEATHERS and SYNTHETIC LEATHERS 30/45 days. WALL TILES: 60/90 days. HAND TUFTED / HAND KNOTTED ALPACA RUGS AND CARPETS: 14/16 weeks. VISCOSA CARPETS: 4/5 weeks. FLAT WOVEN ALPACA RUGS: 12/14 weeks. FUR THROWS AND CUSHIONS: 30/90 days.

The delivery dates shown on the order confirmation are merely indicative and are not binding, so Miyabi casa will not accept claims for possible delays.

For pieces with custom specifications or orders of large quantities, Miyabi casa reserves the right to agree with the customer on a time of delivery.

**TRANSPORT CONDITIONS:** EX WORKS. Check conditions for your country.

We have special agreements with different transport companies upon customer demand. This in no way implies that MIYABI CASA is responsible for the performance of the carrier. MIYABI CASA product shipment includes door-to-door, drop o service only. Additional services will be quoted upon buyer request.

Packaging is always included in our price; however if the customer requires specific packaging, they will be charged accordingly

Some items will be applied with a transport surcharge due to their volume or weight.

**FREIGHT POLICY AND DAMAGE CLAIMS:** Title passes to the purchaser at the time the goods are picked up by the carrier in our warehouse. All products are carefully packed and inspected prior to shipment.

The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods Miyabi casa is not responsible for any loss or damage in transit, immediately notify the delivering carrier with initial notification of intent to file a claim.

We suggest to check the parcel conditions before signing the bill of lading.

In case of damages specify this on the transport documents to protect yourself later on. Complains must be done within 2 (two) days from the goods receipt.

Failure to report concealed damage within fifteen days of receipt will result in the denial of your claim

**RETURNS:** No returns will be accepted without written consent from Miyabi casa. Unauthorized returns will be refused at the customer's expense.

**ORDER CANCELLATION:** Merchandise is manufactured upon the receipt of the order. Cancellations will not be accepted after order is placed.

**PRICES:** Prices in € (euros) suggested for public. TAX AND DUTY NOT INCLUDED. We reserve the right, without prior notice, to discontinue products or change specifications and prices on products.

**PAYMENTS:** Bank transfer. Check special conditions with your agent for your country.

**CONTRACT/HOSPITALITY ORDERS:** Miyabi Casa has the ability to customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features. Please contact us for contract quotes.

**INTERNET POLICY:** Dealer internet websites may neither advertise, nor in any way, display the Miyabi casa name, logo, product images or any other proprietary company emblems or information without prior written consent from the company.

Dealer websites may not display promotional offers, discounts or value statements. Please contact us for further company guidelines on internet usage.

**DISTRIBUTION POLICY:** We reserve the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on our ability to compete and sell into a region.

**PRODUCT STANDARDS:** Each Miyabi Casa design is hand crafted. While every effort is made to maintain uniformity, slight variations may occur.

**TERMS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE** Miyabi casa and all its products are protected by Copyright.