

## **TERMS ROBUUST AMSTERDAM**

These are our general terms and conditions. Together with the references contained herein, these terms and conditions apply to any offer, agreement that we, Robust Amsterdam (registered with the Dutch Chamber of Commerce – Kamer van Koophandel – under number 61461563), enter into with you.

Should you have any questions, please do not hesitate to contact us via [info@robuustamsterdam.nl](mailto:info@robuustamsterdam.nl) or via regular mail: Robuust Amsterdam, Isolatorweg 17 1014AS Amsterdam. You can also reach us by phone: (+31) 020 215 7023. We reserve the right to amend these terms and conditions from time to time. By entering into an agreement with us, you agree that the most recent version of our terms and conditions will always apply.

### **Article 1 - Products**

1 - We sell furniture (such as dining tables and bed frames) via our webshop on [www.robuust.com](http://www.robuust.com).

2 - All images, specifications and other information about the products are an indication. Robuust Amsterdam does not guarantee that the displayed colours represent the real colours of the products.

3 - Some products are customized and may differ. We are not responsible for any inaccuracy on our website about designs, photo's and other information about a product.

4 - All offers of Robuust Amsterdam are non-binding. An offer consists of a description of products and services.

### **Article 2 – Orders**

1 - If you place an order via our webshop you must fill in personal information (name and address). If you place an order in our showroom you provide your personal information as well. You are responsible for the correctness of the information.

2 - After you placed an order Robuust Amsterdam will send you a confirmation per email of the order.

3 - You may change a product that you ordered within 24 hours after you received the confirmation of the order.

4 - Robuust Amsterdam may refuse a request to change the product if that requires a significant amount of extra work in quantity of quality aspect (such as changes of customized products).

### Article 3 - Payments

1 - The (total) price including VAT of our products are indicated in our webshop and our showroom. After you order, the product prizes will not be increased.

2 - If you order a product you must pay a deposit of 50% of the total amount. The remaining amount can be paid during delivery by card. If you order a product outside the Netherlands or Belgium you must pay the total amount before delivery.

3 - If you order a product as a professional within the Netherlands or Belgium, you must pay half of the price in advance. The remaining amount can be paid after delivery by bank transfer. If you order a product outside the Netherlands or Belgium you must pay the total amount before delivery.

4 - You can pay in our webshop via iDeal, Bancontact and credit card.

### Article 4 - Delivery

1 - Costs for delivery in the Netherlands are free. If you live on the first floor or higher a fee of €29,- (incl. VAT) will be charged. Deliveries in Belgium are €59,- (incl. VAT) and €29,- (incl. VAT) if you live on the first floor or higher. Contact us for the costs for delivery outside the Netherlands and Belgium.

2 - Ordered dining tables within the Netherlands and Belgium can be assembled with delivery. Other products will be only delivered. If you order other products in the Netherlands or Belgium next to a dining table those products will also be assembled.

3 - If you order products that must be delivered outside the Netherlands or Belgium, the products will only be delivered and not assembled.

4 - We will deliver the product to the address you have specified. Once we have dispatched your product, we can no longer amend the address. JP Haarlem Delivery is our fulfilment partner and handles distribution of your product.

5 - Please ensure that all possible obstacles (such as closets, paintings, lamps) that may hinder the delivery of your products are removed. Also, cover fragile floors, walls and corridors and notify our driver of the fragility.

6 - Robuust Amsterdam is not responsible for any damage from the moment of passing the first door or entrance. We are willing to place the product inside.

7 - You must be present during delivery, otherwise we will charge cancellation costs.

8 - If a product cannot be placed inside and other means of transportation are necessary (pulley block or removal lift), you must pay the costs.

9 - JP Haarlem Delivery may cancel a delivery if the situation is irresponsible to deliver. Costs for transportation and other costs will be borne by you.

10 - Delivery may take place at another moment than the given timeframe due to traffic or other unexpected situations.

11 - If you are not satisfied about the way products are delivered, you may contact JP Haarlem Delivery via 023 5160699.

12 - Terms for delivery in the confirmation of the order are indicative. We undertake to deliver products as soon as possible. If a delivery is delayed, we will notify you in writing. We guarantee that you receive an order ultimately 150 days after the date of the order confirmation. If we do not meet that guarantee, you have the option to (a) request immediate refund of the purchase price for the product, or (b) request that we send a product (of equal value) that replaces the initial product.

#### Article 5 – Changing the Date of Delivery

You can always change the planned delivery date of a product, by sending an email to [info@robuustamsterdam.nl](mailto:info@robuustamsterdam.nl). If you wish to change the planned delivery date within 24 hours before delivery you must pay cancellation costs of €45,- (including VAT).

## Article 6 - Returns

Customized products that are made in conformity to your specifications (such as sizes and colours) cannot be returned. This applies by all means to: all dining tables and custom bed frames. Standard products can be returned or exchanged within 14 days after payment, at own expense. The return of an product is only possible when the article:

-is in undamaged state

-is not used

## Article 7 – Guarantees

1 - Robuust Amsterdam warrants that what he delivers shall comply with the usual requirements and standards that may be stipulated in this respect at the time of delivery. Complaints about material or production defects will of course be dealt with.

2 - You have a 12-month warranty on sheets and panels provided that all instructions are followed and executed.

3 - This does not apply if a defect occurs to the goods delivered due to incorrect use.

4 - This guarantee also does not apply if the defect is being caused by circumstances beyond Robuust Amsterdam control.

5 - A lacquer table top will wear out through normal use, this is no reason for complaint.

6 - Excluded are scratches in the paint or cracks or cracks in the panel itself. Even with normal use, scratches and breaks in the lacquer finish can occur. These damages to edges and surface are not part of warranty because they are inherent to a lacquer finish.

7 - A crack in a solid bamboo product is caused by drought in the room where it stands. Bamboo is a natural product. If it gets too dry in the room, the bamboo also gets drier and tears. When the humidity in the room gets higher, the bamboo attracts moisture and will not tear. The relative humidity fluctuates strongly under the influence of e.g. weather, heating and insulation. It is the responsibility of the customer to keep the humidity in the

room where the furniture is placed constantly around 65%, at least between 50 and 70%, for example by means of air humidifiers and dehumidifiers.

#### Article 8 – Retention of title

Everything supplied by Robuust Amsterdam shall remain the property of Robuust Amsterdam until the total amount is paid.

#### Article 9 - Liability

1 - We are not liable for any damages that may be caused as a result of wrongful product information or you using the product. However, we are liable for damages that result from our wilful misconduct or gross negligence. In any case, our liability will never exceed the amount of the product that has been ordered and paid by you.

2 - If you wish to use products outside the Netherlands, you must verify yourself whether products are suited for use in such a country and if the products comply with the terms and (legal) conditions that apply in that country.

#### Article 10 - Intellectual Property

All intellectual property (including: copyrights, wordmarks and trademarks) in relation to our text, photo's, video's or any other materials, are owned by Robuust Amsterdam (or are used by us with permission of the owners). You shall refrain from any actions that may infringe these rights.

#### Article 11 – Force Majeure

1 - Robuust Amsterdam is not obliged to comply in the event of force majeure. 2 - Robuust Amsterdam may suspend the obligations, coming from the assignment, for as long as the force majeure continues. If this period continues or longer than 3 months, parties may cancel the assignment without the obligation to pay damages.

#### Article 12 - Complaints

1 - If you have a complaint, we would like to hear that. Please file your complaint as soon as possible by sending a detailed description to [info@robuustamsterdam.nl](mailto:info@robuustamsterdam.nl). We will process your complaint as soon as possible, but in any event within 5 working days.

Should it take longer to handle your complaint, you will receive a notification within 5 working days to confirm that we have received your complaint, together with an indication of when we expect to react. If we cannot settle a complaint amongst us, your complaint will be dealt with in accordance with the dispute section below.

2 - In the event of a default and a complaint is filed in time, Robuust Amsterdam will recover, replace or compensate the default within reasonable time after Robuust Amsterdam received a notice in writing. If a complaint is notified later than 2 months after delivery, you will not have the right to replacement, repair or compensation.

#### Article 13 - Disputes

Dutch law applies to these terms except for the provisions of the Vienna Sales Convention. Any conflicts that may ensue from these terms, will be submitted to the jurisdiction of the Dutch Courts, in the district Amsterdam.