

General terms for the client

DEFINITIONS:

- "Products" means the products listed in the order confirmation and the whole range of services provided by SACHI.
- "SACHI" means the supplier of goods and or services.
- "Customer" means the individual or legal entity identified in the order confirmation

APPLICATION: These general conditions are intended to rule the sale and delivery of SACHI'S products and services to the customer.

DESIGNS AND MATERIALS

In order to further develop research, SACHI is entitled to modify its products at any time. Small irregularities and differences are to be expected because each piece of the collection is handmade and therefore unique. The buyer accepts that the wood can show cracks and stains, which are an inherent characteristic of the natural materials that are being used. As does he acknowledge that the wood, metal, fabric or stone can present color differences. Complaints that address variations of this kind will not be accepted as valid and do not allow for refunds or rejection of the goods.

ORDERS: Orders must be made in writing by e-mail to contabilidade@sachi.pt. The placing of any order by the Customer to SACHI implies the acceptance of these general conditions of sale, as well as those of sale of the Products established for the date of the order.

PRICE AND PAYMENT:

- Payment terms and conditions will be specified in the order confirmation
- All prices are ex-works and do not include transport. Unless otherwise agreed, prices shown do not include tax
- Unless otherwise agreed SACHI requires a deposit of 50% of the total purchase price for all orders. Orders received without a deposit will be held from production pending the receipt of the payment. Final payment is due 10 days before shipping, or ship date could be forfeited unless SACHI agrees in

writing to any other payment terms. All payments must be received from the purchaser as identified on the purchase order, as no third party payments will be accepted unless approved in writing by SACHI. Acceptance of third party payments is an accommodation and does not create any relationship between SACHI and the third party.

- The delay in the payment of the total or partial invoiced invoices by the Customer gives SACHI the right to cancel and suspend the production or delivery of any Customer's order
- In any event the Customer will always be required to pay SACHI interest at the commercial rate until full compliance

DELIVERY AND TRANSPORTATION

- SACHI operate ex-Works. The customer is responsible for the collection and transportation of the goods.
- Products will be collected at SACHI's factory or warehouses. The collection of products will always be the responsibility of the Customer, who undertakes to make available the products transportation and their shipment to its destination.
- SACHI offers the service to arrange transport with an external company at an additional charge.
- SACHI is not responsible for any possible damages caused during this transportation.
- Lead times for products will be specified in the order confirmation and expressed in weeks. Such terms are not binding and may be unilaterally altered by any unforeseen circumstances in the production process. If due to unforeseen circumstances the delivery time is exceeded, this cannot be considered a valid reason to cancel the order or demand a compensation.
- In no case will SACHI be responsible for obtaining import licenses for products that are required in the country of destination, which will always be the responsibility of the Customer

COMPLAINTES AND LIABILITY

- The purchaser shall check the goods immediately after delivery and in any event before they are utilized and/or altered in any way.

- Any claim must be forwarded in writing by registered letter with return receipt, with advance notice also sent via email or via fax, within 2 days after delivery of goods, in the case of evident defects, and within 2 days of discovery in the case of concealed defects.
- The guarantee period and the liability of SACHI for its products and any form of defect is limited to 6 months after delivery.
- Only direct claims will be considered valid. Claims sent to agents or to other intermediaries or assistants will not be held valid. Any repairs or claims must be documented in writing accompanied by photographs and sent to the Company. Payments will not be made for unauthorized repairs.
- Failure to make a claim within this period of time constitutes acceptance of the merchandise and a waiver of claims. All merchandise is inspected before shipping. All merchandise is signed for by the freight company, stating that the items have been picked up in good condition. Third party shippers have sole responsibility for any damage, loss or shortages incurred during transit. SACHI is not responsible for any freight related claims, but can assist the Customer in this process.
- Without prejudice to the right to repair / rectify any defect in the product, the liability of SACHI is always limited to the replacement of the defected goods or refund of the corresponding amount (at the option of SACHI). Returns are not accepted, unless this has been mutually agreed upon. Returned goods will only be credited if they are returned in their original state. SACHI can never be held liable for any consequential damage (incl. costs of transportation).

WARRANTIES

SACHI guarantees the quality of all its products, covering possible manufacturing defects concerning any element manufactured by Sachi and sold by it. In case of manufacturing defects SACHI will replace the product completely, or will provide all components needed for a complete restoration of the product free of any additional charge. Any manufacturing defect must be acknowledged by Sachi's personnel or personnel authorized by SACHI. The guarantee is limited to Sachi products only and does not cover:

- damages caused by leaks / malfunctioning to objects, materials or any other element that is not part of the aforesaid authorized replacement.

- disassembly and reassembly of the Sachi product to be replaced and all the furniture or structural parts that might be related to it.
- transportation costs.

It is understood that:

- a) possible differences in color or grain are not considered as defects when veneered wood is assembled with solid wood parts;
- b) that possible differences in planarity are not considered defects when doors in veneered wood are placed near doors with solid wood frame.

Validity: The guarantee is valid only with regard to purchases made through Sachi or through an authorized Sachi dealer (the "Dealer") and consists in the substitution or repair, free-of-charge, of the defective elements, ascertained upon testing and recognized as such by Sachi or by its representatives.

The Guarantee shall not be applicable:

- to defects or damages deriving from fair wear and tear of the products or from its improper use;
- to defects or damages deriving from failure to follow user instructions, or cleaning and maintenance suggestions included in the product data sheet;
- to inevitable small tone variations on all materials and finishes due to long-term exposure to natural or artificial lighting, to fumes or to natural aging process. Therefore possible replacements may have some differences if compared to the original finishes. This issue can't be used as a cause for a complaint or product return;
- to defects or damages caused by woodworm, long-term use of the product in unsuitable environment with excessive heating or humidity or other abnormal climatic conditions;
- to defects or damages caused by faulty installation or from alterations, adulterations, modifications or repairs made by the purchaser or any third parties.

The Guarantee shall expire in the event of:

- defects or damages to the single components caused by faulty installation or use of defective hydraulic and electrical components by non-specialized personnel and/or which do not comply with the laws and regulations in force in the Country;

- defects or damages to the single components arising from transportation; damages to the single components deriving from disassembly, assembly, installation, adulterations and modifications when done by the purchaser without express authorization from Sachi;
- defects or damages to elements and/or structures which house electrical appliances not installed by Sachi or the Dealer;
- defects or damages deriving from the use of goods produced by third suppliers not sold by Sachi.

The warranties listed below depends on the nature of the Product and will only be applicable the defect existed at the time of delivery and manifested during the warranty period; the defect did not arise due to normal wear and tear or misuse/abuse by the Customer; the Product is used for the purposes intended (unless the latter requirement is waived by the Company in writing); the Customer duly complied with the care and maintenance instructions; the Customer provides the original invoice; the Product is assembled in accordance with specifications; the defect does not related to alterations contrary to the instructions or after leaving the control of the Company; any material information provided by the Customer, specifically insofar as the intended use of the Product is concerned, is complete or correct.

Aluminum Frame Warranty: 5 years from date of invoice in respect of frame and workmanship.

Frame Finish Warranty: 3 years from date of invoice..

Timber Warranty: 1 year from date of invoice in respect of frame and workmanship.

Outdoor / All-weather Sunbrella Fabric and Inner Warranty: 2 years from date of invoice.

Plastic Warranty: 2 years from date of invoice.

The limited warranty does not extend to other materials supplied-by the Customer or damage caused by shipping, accident, abuse, misuse; cleaning, or normal wear and tear. All other warranties express or implied are excluded. The Company will not be liable to compensate the Customer for any damages sustained by the Customer while the Products are being repaired, nor shall it be liable for any other damages, including consequential, damages, relating to-the replacement or repair of the Products.

CANCELLATION

In the event of cancellation of the order, SACHI will charge at least 50% of the respective value, without prejudice to compensation for the excess damages.

ASSIGNMENT

The Customer may not cede, assign or otherwise alienate any rights or obligations which it may have in terms hereof or in terms of any contract with SACHI, without SACHI's written consent.

APPLICABLE LAW AND PLACE OF JURISDICTION

The contract between SACHI and the Customer and these general conditions shall be governed by Portuguese Law.

For any dispute arising from the execution and interpretation of the contract and the respective general conditions, the parties agree as competent court the District Court of Porto, with express waiver of any other

ACCEPTANCE

By placing the order, these general terms are accepted without any restrictions, even if they are in contradiction with the client's own terms.

These conditions are subject to change.

By agreeing to these general terms the client also confirms to understand them.