

	General Conditions of Sale	V.01
		03/2023

Unless otherwise agreed in writing, these conditions of sale constitute the unique conditions upon which **Via Actual, Lda** is willing to provide the specified goods.

1.Quotations:

- All quotations have a 30 days validity. After this period, **Via Actual, Lda** does not guarantee compliance with the conditions initially established.
- The values presented in the quotations are calculated for the complete set. In the case of partial purchase, **Via Actual, Lda** reserves the right to adjust the prices given.
- • The values indicated in the quotations are unitary, and do not include transport cost (EX-Works Maia - Portugal).
- • The price list can be changed without notice; the respective update will be sent as soon as possible.

2.Orders:

- All orders confirmation must be done by writing.
- Orders will be produced by order of arrival.
- Orders where the payment terms are "Advance Payment", will only be processed after validation of the same (bank proof document). Bank details are mentioned on the Proforma invoice.
- After validation of the order, it will be considered as effective. Any change or cancellation by the client, will be negotiated, being valid only after confirmation made by **Via Actual, Lda**.
- Custom or non-standard product orders can't be cancelled.
- **Via Actual, Lda**, will send order confirmation in writing, and whenever there are changes to the conditions previously agreed, these must be checked and validated by the client, namely the products identification, prices, quantities and delivery time. If there is no counterpart until 24 hours, the conditions of the Order Confirmation sent will be considered as accepted.

3.Delivery times:

- Delivery time is based on estimated working days from the date of order confirmation.
- **Via Actual, Lda** is not responsible for delays regarding situations beyond its control, such as malfunctions in machines or vehicles, delays of national and international carriers, adverse weather conditions, holidays, pandemics, wars among others.
- For materials not existing in stock, the delivery time desired by the client may be conditioned due the delivery time of the supplier of **Via Actual, Lda**. In such cases, the client will receive a new order confirmation with updated delivery deadline.

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- In case of advance delivery request, it will be accepted upon stock availability and confirmation from **Via Actual, Lda**.

4. Packaging and transport:

- All chairs are packed in appropriate carton and pallet, except when requested by the client (transport at own responsibility)
- Transport conditions are always EX-Works, except when requested by the client. We'll send transport cost and if accepted, all logistic process will be organized by us (Incoterms used: DAP or CIF).

5. Payment conditions:

- All supplies have as payment condition *Advance Payment* by bank transfer, except situations where credit is granted to the client.
- **Via Actual, Lda**, available IBAN's are mentioned on proforma invoice.
- Delay or lack of payment causes immediate suspension of orders deliveries.
- Any payment is only considered upon receipt.

6. Invoicing:

- A **Via Actual, Lda**, is committed and involved in a digital transition process. All invoices are sent by email, in PDF format, and sent by paper by post, if requested by the customer.

7. Returns:

- Only justified returns will be accepted, up to 8 days after receiving the material at destination. The material must be packed according to the packaging sent by **Via Actual, Lda**, and be in perfect conditions of safety, hygiene and functionality. Shipping costs will be client responsibility.

8. Warranty:

- **Via Actual, Lda**, will only accept material claims due manufacturing defects, after documented proof.
- After analysing the complaint, and when accepted, will be agreed with the client the material replacement.
- Warranty won't cover transport costs to our facilities.
- General warranty conditions are established by the legislation in force.

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9. Jurisdiction:

- To judge all litigious cases, the competent body will be Maia District Court.

10. Reservation of ownership:

- Concerning any agreed terms of sale, the goods are the property of **Via Actual, Lda**, until their full payment. Failure on the payment deadline, may result in the recovery of these goods. The buyer assumes the risks of loss or damage, regardless of the means of delivery, as described above in points 3 and 4, as well as liability for damages they may cause.

11. Personal data:

- **Via Actual, Lda**, ensures the commitment of confidentiality and privacy. All information will only be used by **Via Actual, Lda**, for the purpose for which it is intended, solely and exclusively, and will not be transferred to third parties.