

GENERAL TERMS OF SALE AND DELIVERY

VALIDITY

These General Terms of Sale and Delivery shall supersede and suspend all previous agreements and shall apply to any agreement made between Muuto and the buyer unless otherwise agreed.

SALES AND MARKETING MATERIAL

Information supplied by Muuto regarding prices, models, dimensions, features, and specifications in catalogues, advertisements, sales or promotional literature, price lists or elsewhere is not legally binding and shall be considered for guidance only, and may be changed at any time without prior notice.

ORDERS

All orders placed by the buyer must be in writing and shall at the minimum specify the type (product number and/or name) and quantity of the products ordered as well as the requested date of delivery. The order is not binding upon Muuto unless and until Muuto has issued a written order confirmation to the buyer. Unless objections are made within 24 hours after receipt, the order confirmation is considered accepted by the buyer.

For customers on prepayment terms Muuto will start production of made-to-order products immediately when prepayment has been received.

PRICES

The present price list replaces all previous price lists and may be subject to changes at any time without prior notice. The purchase price for the products ordered by the buyer is stated in the order confirmation. Delivery and installation is not included in the purchase price. Unless otherwise agreed, quotations submitted by Muuto shall be valid and binding for 60 days after receipt.

DELIVERY

Unless otherwise agreed in writing, delivery shall be ex. works (Incoterms 2020) from the place designated by Muuto from time to time. If transportation of the products is handled by Muuto's forwarding agent on behalf of the buyer, Muuto will invoice the freight to the buyer. The products shall be sent using standard packaging. The confirmed delivery date is only an estimated delivery date and the time of delivery shall not be considered of essence. Muuto cannot be held liable for any damage or loss that the buyer may suffer as a result of a delay or a non-delivery. If no specific delivery date has been indicated in the order confirmation, Muuto, acting reasonably, is entitled to stipulate a delivery date taking into consideration the quantity and the nature of the products to be delivered.

The buyer is always obliged to inspect the products delivered upon receipt, i.e. checking that the correct type of products has been delivered, and checking that the correct quantity of the products has been delivered.

Should a delivery fail to meet the buyer's expectations, or is the delivery damaged during transportation, the buyer shall:

1. Inspect the entire delivery immediately.
2. Accept the delivery, but immediately note the damage on the freight documents by stating, "Received with reservation".
 1. If freight document does not allow for reservations, the buyer is expected to refuse the delivery.
3. Report the extent of the damages to Muuto according to the paragraph "Filing Complaints"

The buyer is deemed to have accepted the products delivered unless a claim has been filed within 5 working days upon receipt in accordance with the instructions in the paragraph "Filing Complaints".

PAYMENT AND RETENTION OF TITLE

Unless otherwise agreed, payment shall be made in accordance with the payment terms and conditions of payment indicated on the invoice and the order confirmation. All bank charges are the responsibility of the buyer. All products not paid for in the full, including interest and delivery (if any), shall remain the property of Muuto. The buyer shall at all times keep such products separated from any other products held in stock, and must ensure that the products can at all times be identified by Muuto. The buyer shall be liable to Muuto for any damage to the products until they have been paid for in full as stated above. There will be a penalty interest of 2% per month when payment is made after the due date. Such interest is payable without any further notice. Prepayment of proforma invoice is required for buyers without credit. The buyer must state account number as well as the proforma invoice number on the payment.

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WHOLESALE PRICE LIST. Wholesale prices are stated excl. VAT. Recommended retail prices include VAT. Prices are valid from [Catalog.PricelistDate!dd-MM-yyyy]. All prices are subject to alteration. MOQ : Minimum order quantity / <MOQ fee: handling fee for orders quantities below MOQ. Start-up fee: sample charge for untested textiles and colors.

WARRANTY AND LIMITATION OF LIABILITY

Muuto offers a warranty against defects of manufacture and materials on standard products. The warranty listed in Muuto's current pricelist shall be valid from the date of delivery provided that the products are used under normal circumstances and maintained according to guidelines. Excluded from this warranty are all defects due to or caused by transport, incorrect use, inadequate maintenance, accidents, the buyer's alteration or repair, modification of the product (incl. certification through 3rd party) as well as normal wear and tear of the products.

Natural variations in organic materials cannot be considered defects, and Muuto explicitly excludes itself from liability for any such variations. Muuto's warranty against defects of upholstery requires that such upholstery (fabric or leather) is included in the price list and is recommended by Muuto. Should the buyer wish to provide its own upholstery (fabric or leather), or should the buyer wish to itself process (whether by dyeing or otherwise) the upholstery provided by Muuto, Muuto's warranty lapses. Muuto cannot in any way be held responsible for materials delivered by the buyer, including the compliance of such materials with local law of the country or state to which they are delivered, irrespective of whether such materials have been upholstered or otherwise incorporated into Muuto's products by Muuto."

Unless otherwise stated in these General Terms of Sale and Delivery, Muuto is not liable to the buyer for loss of production, loss of use, loss of contracts, loss of profit or for any other consequential or indirect loss whatsoever.

Notwithstanding any other provisions of these General Terms of Sale and Delivery, Muuto's maximum liability in relation to the buyer can in no event exceed the purchase price for the products sold, including any liability for damages to a third party, such as, for example but not limited to, product liability.

PRODUCT LIABILITY

Mandatory product liability rules in force from time to time shall apply to disputes regarding product liability. Unless otherwise required by mandatory legislation, Muuto shall not be liable to the buyer for any damage or loss caused by the products, including but not limited to liability for loss of production, loss of use, loss of contracts, loss of profit or for any other consequential or indirect loss whatsoever.

The buyer must ensure that any products purchased from Muuto fulfill the legislative requirement, hereunder has the required certifications, in the region or country, where the product is to be used.

If buyer makes any alteration or modification to the product, Muuto shall not be liable to any damage to the product, other objects or property.

REMEDIES

With respect to products that are defective, Muuto may choose to refund the purchase price for such products, repair such products or replace such products, always provided that it is a condition for such refund, repair or replacement that the buyer has notified Muuto about the defect within reasonable time after the buyer discovered or ought to have discovered it, and provided that such notice is given within the warranty period in accordance with the instructions in the below paragraph "Filing Complaints". Thus, Muuto is not obligated to replace customized or discontinued products.

The above remedies constitute the buyer's only remedies in respect of any defective products delivered under these General Terms of Sale and Delivery.

FILING COMPLAINTS

A complaint shall be filed by email within 5 days upon delivery and, for quality complaints, within the period of warranty.

Each complaint shall be filed in such a manner that the email describes in detail the problem at hand. Each complaint will be evaluated from the Muuto Claims Department provided that the following is stated and/or enclosed:

1. Delivery note/order confirmation number/invoice number
2. Clear description of the complaint in detail
3. Images of product, up close and from afar
 1. For transport damages: Images of boxes and labelling shall be enclosed by the buyer
 2. For quality complaints: Images of product specific PO-number shall be enclosed by the buyer

RETURN OF PRODUCTS

Returns are only accepted by prior written agreement. Return products shall be securely and properly packed in their original packaging and return order confirmation shall be placed visible on the package. Unless otherwise agreed, the buyer shall bear the transport cost and risk of any defective products returned to Muuto.

CHANGES IN DESIGN

Prior to delivery and without prior notice Muuto reserves the right to make any changes to a product's design that is found by Muuto to be necessary or appropriate.

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FIRE-RETARDANCY

MUUTO products can be supplied with fire-retardant fabrics. As the regulations vary in each country, we advise all customers to check the respective local regulations. Any requests for fire-retardant treatment must be sent to MUUTO in written form, specifying which fire- retardant norm the products must comply with.

OTHER

The buyer is not allowed to sell the products to non-authorized re-sellers without written approval by Muuto.

APPLICABLE LAW AND VENUE

The parties contractual relationship under these General Terms of Sale and Delivery shall be governed and construed by and shall be interpreted in accordance with Danish law, without regard to the United Nations' Convention of Contracts for the International Sale of Goods (CISG). Any dispute that may arise out of the parties' contractual relationship under these General Terms of Sale and Delivery or any related event, which cannot be settled amicably, shall at Muuto's request be brought before the Copenhagen City Court.

AMENDMENTS

Muuto is entitled to modify these General Terms of Sale and Delivery at any time. Muuto shall notify the buyer of such modifications and of the date of such modification. The buyer is deemed to have accepted the modifications unless written notice of rejection is given to Muuto within 10 working days after receipt of such notice.

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