

**CONDICIONES DE VENTA**  
**CONDITIONS OF SALE**  
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**VERKAUFSBEDINGUNGEN**

## CONDITIONS OF SALE/COMMENTS

This price list is valid as of 01/05/2021. It cancels all previous ones and is valid until the announcement of a new price list.

From this moment on, all orders are governed by these General Terms and Conditions and this price list. Any exceptions must be expressly confirmed in writing by ENEA and do not bind commercial commitments made by agents or parties outside the company without the signed authorisation of ENEA.

ENEA reserves the right to change prices without prior notice. All prices are subject to change due to possible typographical errors. Placing an order implies acceptance of these conditions.

ENEA reserves the right to modify dimensions, assembly techniques, materials and shades in order to improve quality, aesthetics or design, as long as the fundamental characteristics of the product remain unchanged. All measurements in the catalogue are approximate.

ENEA reserves the right to discontinue any product in the catalogue without prior notice.

### PRICES

The prices on this price list are in EUROS and are recommended retail prices. These prices do not include taxes, fees or extra charges not agreed and confirmed by ENEA.

### HOW TO PLACE AN ORDER.

The placing of an order must always be in writing and must indicate:

- Order number or reference to avoid duplication errors.
- Model name (e.g. EINA) and structure type (e.g. 4-foot structure with arms). This determines the product reference (e.g. SI001002).
- Structure finish (e.g. chrome-plated or lacquered according to finish colours).
- Seat and backrest or worktop finish (e.g. p.p. or upholstery group for chairs or melamine/HPL finish for worktops)
- Quantity.

Orders received do not bind ENEA until they are confirmed. ENEA will send an order confirmation for review by the customer as soon as possible. Any discrepancies must be reported within 48 hours of receipt of confirmation. After these 48 hours, ENEA will consider the order to be final and the conditions of the order confirmation to be accepted, and ENEA will not be held responsible for any errors or omissions in the order.

Orders for single components only (frames, chair bases, wheels, etc.) will not be accepted.

### CANCELLATIONS

Cancellations of confirmed orders will only be accepted if they are carried out within 48 hours of receipt of the confirmation or, subsequently, after ENEA agrees and assesses non-recoverable costs, which will be invoiced.

### DELIVERY TIME:

Delivery time is between 4 and 5 weeks after order confirmation, depending on the selected finishes. The dispatch date for orders with special customer finishes or a customer fabric will not be confirmed until acceptance by the customer or when the customer's fabric arrives at ENEA.

The delivery times indicated in our confirmation will be considered to be approximate and will not be binding on the manufacturer. This does not entitle the buyer to cancel the order or to claim interest, damages or losses resulting from the delay, unless otherwise agreed in writing.

After the delivery period stated in the order confirmation has expired, if the buyer does not accept the goods or delays delivery by more than 30 days, ENEA will make the goods available to the buyer and will invoice the order.

### PAYMENT

The goods remain our property until they are paid for in full.

### UPHOLSTERY WITH COM CUSTOMER FABRIC or COL CUSTOMER LEATHER

Fabrics supplied by the customer must be sent prepaid.

The delivery period will run from the date of receipt of the fabric.

Not all upholsteries are suitable for all models in our catalogue. In cases where there is added difficulty that requires an increase in working time, extra costs may apply, which will be communicated by ENEA to be approved by the customer. In cases where ENEA cannot guarantee an optimum upholstery with fabrics outside the Collection, it reserves the right to reject a customer fabric if it is not appropriate for our products.

To avoid such a situation, we recommend that the upholstery is approved by ENEA's technical department before being manufactured, by sending a 20x20 cm sample of the fabric in question.

For non-EU countries, a commercial invoice must be included, which is a mandatory requirement for customs clearance in Spain. Any expenses generated by the customer's fabric will be charged on the invoice.

The fabric required for upholstery can be found next to the details of each model. If the width of the fabric is not 140 cm, please contact the Sales Department. Fabric requirements sometimes vary significantly depending on the width of the roll.

- The customer's fabric order for special printed fabrics, due to their design, will be provided on request after inspecting the print size.
- For a customer fabric, the good side and the direction of the fabric must be indicated to ensure satisfactory upholstery.

c) Please indicate the order reference number and the product to which the customer's fabric corresponds.

### FABRIC ORDERS

The management for other types of upholstery not included in our wide range of samples from different manufacturers or other parties, will have a fixed increase of €45 net per order, for management and procurement of the material.

ENEA will not be liable for fading caused by the transmission of colour that certain latest generation dyes, with which some garments are manufactured, cause on fabrics.

### MACHINING

ENEA offers the possibility of cutting tabletops to size. These cuts can be either for accessories offered by ENEA or for third-party accessories.

In order to make these cuts to the boards, it is necessary to submit a drawing produced by ENEA's technical department, which contains the customer's signature accepting the position of the cut. No order will be put into production unless signed drawings have been submitted.

### VARIATIONS IN COLOUR OR SHADE:

Wood is a natural material, and there may be slight differences in tone, rubber components and defects due to its origin in the different elements that make up the product. In addition, if products are purchased in different time periods, time and weather conditions may cause variations in colour and/or shade. The same can happen when several boards are joined together. Therefore, ENEA will not accept any claims relating to this matter and no items can be returned for this reason.

Similarly, matching the shade of fabrics or dyes of items manufactured at a different date is not technically possible. The buyer accepts this condition when placing the order.

ENEA monitors and measures the shade variability of polypropylene and lacquers. Through the industrial process, the shade variation of the same colour of polypropylene and lacquers is accepted within the internal criteria determined as valid and only those accepted within the parameter will be marketed. Claims for this reason based on unmeasurable perceptions will not be accepted.

Leather is a natural raw material and for this reason the surface may not be uniform or have marks and grooves that are common with this material. No returns will be accepted for this reason.

### SPECIAL FINISHES

ENEA offers the possibility of finishing its models with special colours and with samples supplied by customers. Its conditions regarding price, deadline and minimum quantity can be found on page 300.

### ENEA PRODUCT CUSTOMISATION

Any special measurements or product modifications to our standard product offer that you require should be consulted with our Sales Department, which will confirm their feasibility, price and service period. As a special product, its internal treatment in terms of conditions and guarantees will also be considered to be special. Please note that this type of product will be developed within the parameters of current regulations but will not be certified unless the customer is willing to pay for it.

No returns, cancellations or modifications will be accepted on orders for special items. In the event of such an occurrence, ENEA will invoice the costs incurred.

### TRANSPORTATION:

ENEA is only liable for damage during transportation if the following conditions are met:

- If the shipping charge is paid by ENEA.
- If the shipping agency is assigned by ENEA.
- If the agency's delivery note states that the goods have been accepted as "goods to be inspected", and if the inspection is carried out within 5 days of receipt.
- If the damage is reported within 5 days of receipt.

If these conditions are not met, transport insurance will not cover the damage and ENEA will be exempt from any liability.

On each delivery of goods, all packages must be counted and the external packaging must be checked to ensure that it is intact and free of any apparent damage. Any incident detected must be noted on the Delivery Note, Waybill or Packing List. Incidents arising from transportation that have not been reflected in writing in these documents will NOT be accepted.

Incidents must be reported within 5 days of receipt of the goods.

When transportation is paid for by the customer or the shipping agency chosen by the customer, the customer will be liable for any damage caused during transportation.

The fact of having a dispute due to breakage or transportation reasons does not entitle all or part of the invoice payment to be withheld.

ENEA will only deliver to the Customer's warehouses or usual address.

Deliveries to private homes will be at the Customer's expense and risk, as will assembly.

The customer will be responsible for the shipping costs of orders ordered by express delivery.

**PLEASE NOTE:** the transportation conditions included in this price list cover a delivery service with general agencies and conditions. This means that ENEA cannot commit to delivery at a destination, on a specific day and time, under the standard price list conditions. Any request with specific delivery requirements must be indicated at the time of the order and if there is an increase in cost, this will be communicated and, where agreed, will be invoiced separately.

Changes to the place of delivery subsequent to dispatch of the goods will entail an additional charge for a share of the freight and administrative costs, which will be detailed in each case, after assessing their impact.

## DELAYS AND RETURNS

ENEA will not be liable for delays in the delivery of goods due to causes beyond its control.

## WEIGHTS AND VOLUMES

The weights and volumes shown in the price list refer to the weight and volume of the box in which the products are packed.

While we have tried to ensure that all prices, sizes, volumes, weights, and other specifications are accurate, this is a guide only and is subject to change without notice. Volumes, weights, number of boxes and units per box may vary depending on the combination of products or the total number of units ordered.

## WARRANTY:

The products listed in this ENEA price list are guaranteed against all defects in materials and production processes for FIVE years from the invoice date. For special manufacturing requested by customers, be they modifications or new models and products designated for OUTDOOR use, the warranty will be for TWO years. This warranty does not include deficiencies caused by misuse, accidents, neglect, transportation damage, improper handling, the passing of time, or normal wear and tear. The correct product selection for each specific application is the buyer's responsibility. This warranty does not cover fabrics, leathers, and materials, not included in ENEA's offer, owned by the customer or purchased by ENEA at the customer's request. This constitutes the complete and only warranty, and is in lieu of all other warranties of any kind, either express or implied, including but not limited to compliance with Law 23/2003 of 10 July 2003. The adjustment, exchange or pro rata discount on the total price is the sole responsibility of ENEA and the only possible remedy available to the buyer. ENEA assumes no liability for commercial losses and any consequential damages that may result from any product defect, fault or delay. It is understood that these limitations on remedies and liability are part of ENEA's terms and conditions for the purchase of its products, and when an order is placed, the conditions, terms and limitations are accepted.

## MAINTENANCE CONDITIONS

As a general rule, ENEA recommends always using PH-neutral and eco-friendly cleaning products.

- Clean surfaces with a damp cloth and a mild cleaning product.
- Then quickly and carefully dry.
- Do not use abrasive products such as acetone, bleach, solvents, etc.
- Do not bring products near direct heat sources
- Do not expose them to direct sunlight

For specific materials, ENEA's recommendations are:

### METAL STRUCTURES

Do not use abrasive sponges or cloths. Cleaning can be carried out in the following ways:

- Clean the surface with a damp cloth and neutral soap. The surface must be dried after cleaning.
- Clean with a water and alcohol solution.
- Clean with cleaning products designed for metal surfaces.

Limescale marks on chrome surfaces: With a 30% vinegar and water solution or with cleaning products designed for chrome-plated surfaces.

### PLASTICS

They should be cleaned with soap and warm water.

### UPHOLSTERY FABRICS

Most upholstery requires only regular hoovering. With proper maintenance, they can look as good as new despite the passing of time.

## INVOICING AND METHODS OF PAYMENT

Orders will be invoiced on the date of dispatch. ENEA reserves the right to partial deliveries.

A 2% discount will be applied for early payment.

The usual form of payment will be by bank transfer within 30 – 60 days of the invoice date, provided that there is sufficient credit from the insurance company.

For immediate payments (payments on receipt of goods), the applicable financial discount is 2%.

All bank transfers will be sent by direct debit through a bank.

UNPAID: for bank transfers that are not honoured within the stipulated time limit, the costs of return and interest for late payment will be added to the amount due. No order will be fulfilled while any items are unpaid.

ENEA is the owner of the goods until full payment has been made, and until that moment ENEA has a Reservation of Ownership. In the event of litigation, the competent courts will be those established by ENEA in due course.

The acceptance and delivery of orders is subject to the absence of unpaid or outstanding invoices.

Please note that for orders with a Pre-Payment Invoice pending final payment, their final production will not start until confirmation of final payment. ENEA then has 10 days to complete the order.

## RETURNS

Returns will only be accepted should there be a defect in the quantity or quality of the goods sent, provided that the buyer makes the complaint in writing to ENEA within 5 days of receipt of the goods, and this is authorised in writing from the factory.

Returns must be sent in their original packaging, labelled "RETURNS" and accompanied by the original ENEA order form.

Goods may not be returned for any reason other than the two above. If, in agreement with the Commercial Department, the withdrawal of said merchandise is accepted, it will be subject to a minimum reduction of 30% of the price that was applied at the time, without exceptions. For collection, the goods must be presented properly packaged and undamaged.

## QUALITY

All complaints will be handled via the email address [quality@eneadesign.com](mailto:quality@eneadesign.com).

ENEA will replace or repair defective products at its own expense and without any further liability.

ENEA assumes no liability for commercial and/or other losses which may result from any defect in the product.

ENEA offers a wide range of upholstery from leading manufacturers in the sector. The maintenance, cleaning recommendations and technical data for each of these fabrics are specified in the ENEA fabric sample book (see references, basic characteristics and manufacturers on page 314).

### LEATHER

Clean with a soft cloth or sponge wet with warm water and neutral soap. Do not over soak. Dry thoroughly with a cloth after cleaning.

For deeper cleaning we recommend the use of special liquid or foam products designed for leather.

### VARNISHED WOODEN SURFACES

The individual characteristics and natural variations of wood make each piece of wooden furniture a unique piece. Follow the tips below to keep your ENEA products as good as on the day of purchase for many years.

- Regularly dust your wooden finishes to prevent dust build-up, which can cause them to lose their shine.

- Wipe the entire surface of the wood with a damp cloth moistened with lukewarm water and a mild cleaning product. Follow the grain direction.

Carefully wipe dry with a cloth.

Do not allow water to remain on the surface of the wood. Use a non-abrasive cleaner.

For stains, it is recommended that you clean the surface with a damp cloth and neutral soap. Once this is done, it is recommended that you dry the surface with a dry cloth. Alternatively, cleaning products designed for wood can be used.

ENEA is not responsible for problems caused by the use of other products that are not recommended.