

## Kisses! Orderform

Please fill out this form and fax it to: +31 (0)30 2145212

### General

Company name:

VAT Number:

Full Name:

### Invoice Address

Street:

Housenumber:

State/Postal Code:

City:

Country:

Phone:

Fax:

Email:

### Delivery Address\*

Street:

Housenumber:

State/Postal Code:

City:

### Ordering Products

Code	Product	Quantity	Price**	(excl. VAT)	Line total amount
KB	Kisses! back-inlet		€ 649,00	(€ 545,38)	€
KT	Kisses! top-inlet		€ 649,00	(€ 545,38)	€
					_____+
					<b>Order total €</b>

### Payment

Payment method:

Bank transfer

Master Card

Visa

In case you have selected Bank transfer, on receipt of your order we will provide you with our bank account details and payment reference number. We aim to provide you with a local bank account to simplify your bank transaction.

In case you have selected credit card, please fill out the following fields:

Card number:

Expiry date (mm/yy):

CVC2/CVV2 number\*\*\*:

Card Holder name:

Date

City

Name

Signature

\*) If delivery address is identical to invoice address please leave empty.

\*\*) Prices are per piece and include shipping charges. Possible local taxes or import duties are not included.

\*\*\*) last three digits on the backside of your card.

All our orders are subject to our Terms & Conditions, which accompany this order form and which can also be retrieved from our website: [www.bathroom-mania.com](http://www.bathroom-mania.com).

# Terms & Conditions!

General conditions forming part of sales contracts with Bathroom Mania! BV, Weerdsingel w.z. 33a, 3513 BC UTRECHT, The Netherlands, registered with the Utrecht Chamber of Commerce under number 30 19 71 93 hereafter referred to as: BM.

## 1. Applicability

- These General Conditions apply to all contracts with BM. They will be brought to the notice of the purchaser, before the purchaser places an order with BM.

## 2. Formation of a contract of sale

- The contract of sale is only concluded when the order and the amount payable to BM by the purchaser for the order have come in.

## 3. Delivery period

- Unless agreed otherwise and provided the goods ordered are in stock, BM seeks to send the goods within five days of the formation of the contract. Average transport time is two to seven days.
- If and when BM expects the delivery period to exceed twelve days, the purchaser will be advised of this.
- If the ordered goods have still not been delivered six weeks after the formation of the contract, both parties have the right to dissolve the contract of sale, in which case BM will refund the payments made by the purchaser. In that case there is no obligation upon either party to pay compensation.

## 4. Transfer of risk

- The risk for the goods supplied by BM transfers to the purchaser from the time of delivery.
- If the goods cannot be delivered because the purchaser refuses to accept them, the purchaser bears the risk for the complete dispatch (there and back).

## 5. The product

- Upon delivery of the goods to the address given by the purchaser, BM has fulfilled its obligations under the contract of sale. BM is in any case not responsible for installing the delivered goods.
- The goods offered for sale by BM are based on European sizes and European means of connection. BM is not responsible for validating the means of connection at the customer's premises. Customers should establish for themselves whether the specifications of the goods are suitable for the location of use.
- Goods are supplied as indicated in the specific product descriptions and connecting materials are not included unless this is explicitly stated.

## 6. Right of dissolution

- The purchaser has the right to dissolve the contract without giving reasons for seven working days from the date of delivery of the purchased goods. To dissolve the contract of sale, the customer must send a fax message to that effect to BM.
- In the event of dissolution of the contract, the purchaser must return the delivered good to BM in the same condition and in the same packaging, using the same means of transport that BM used or, if that is not possible, by air mail. The purchaser has to pay the transport costs for returning the goods.
- BM will refund the amounts paid for returned goods to the purchaser within one week of receipt of the goods, without making any charges for the refund.
- If the purchaser refuses to accept the delivery, BM will charge the purchaser for all costs and any loss arising from this refusal, including the full transport costs. The costs and loss will be deducted from the amount to be refunded to the purchaser.

## 7. Guarantee and liability

- BM guarantees that the goods supplied will conform to the contract of sale. This means that the goods supplied will have the properties that the purchaser is entitled to expect under the contract, that is the properties that are necessary for the normal use of the supplied goods, the presence of which the purchaser should not need to doubt.
- BM therefore guarantees that the goods will be complete on delivery. BM also guarantees that all goods are thoroughly checked before dispatch for possible imperfections and variations, bearing in mind that the parties are aware that a ceramic product is liable to show small variations and minor imperfections. These variations and imperfections can never constitute grounds for compensation from BM. All information, models and illustrations relating to colours, materials, sizes and finish as published through various channels by BM are an indication only. Variations cannot constitute grounds for rejecting the goods, discount, dissolving the contract or compensation, provided they are insignificant variations.
- In the event of breakages or other variations or imperfections, other than those envisaged in condition 7.2 the parties will consult each other about what measures BM will take, which may consist of supplying replacement goods or paying compensation. Complaints by the purchaser must be sent to BM by fax within one week of the delivery of the goods.
- The guarantee period on the supplied goods is one year.
- Complaints and other comments can be submitted to BM in writing using the contact form or by fax. Visits are only possible by appointment.
- The guarantee referred to in this condition does not apply if the defect has been caused by injudicious or improper use of the product, or if, without permission in writing from BM, the purchaser or a third party has made or has tried to make alterations to the product or has used the product for purposes other than what it is intended for.
- If the goods supplied by BM are faulty, BM's liability to the purchaser is limited to the provisions in this condition, which means that whatever the circumstances the liability of BM is limited to the amount paid by the purchaser under the contract of sale.

## 8. Intellectual property

- The intellectual property rights and copyright on the goods supplied are retained by BM, which only grants the purchaser a single license to use the products.

## 9. Force majeure

- The parties are not bound to fulfil any obligation, if they are prevented from doing so by force majeure, which means any circumstance for which they are not to blame and for which they do not have a legal responsibility, responsibility by virtue of a legal act or responsibility in accordance with generally accepted standards.

## 10. Competent court and applicable law

- The District Court of Utrecht (the Netherlands) has sole jurisdiction to hear disputes arising under the contract of sale.
- All agreements between the parties are governed by Dutch law.

Version dated 10 October 2004. Bathroom Mania! reserves the right at all times and without prior announcement to make changes relating to these Terms & Conditions.