

## POLEWOLF TERMS & CONDITIONS

### 1. AGREEMENT:

1.1 PoleWolf accepts your order.

1.2 The acceptance by PoleWolf of your order creates an agreement between you and PoleWolf

1.3 The agreement between you and PoleWolf shall be governed by these terms and conditions, to the exclusion of any other terms and conditions.

### 2. DEFINITIONS:

In these terms and conditions, unless the context indicates otherwise

2.1 "agreement" means the agreement between you and PoleWolf, as contemplated by clause 1.2, and which comprises of the order form, the terms and conditions and any special terms and conditions agreed to in writing between you and PoleWolf.

2.2 "goods" means the goods listed in the order form;

2.3 "include" means "include without limitation", and the use of the word "include", or similar words or phrases, followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it

2.4 "installation" means the installation services, as set out in the order form.

2.5 "price" means the price payable by you for the goods, including VAT, but excluding the costs of delivery, shipping and storage

2.8 "PoleWolf "we", "us", or "our" means trading under the name and style of, PoleWolf.

2.9 "shipping costs" means the cost of shipping and/or the shipping administration fee payable to PoleWolf

2.10 the/these "terms and conditions" means the terms and conditions set out in this document; and

2.11 "you" or "your" means the person entering into this Agreement with PoleWolf, as identified in the order form, for the purchase of the goods from PoleWolf.

### 3. ORDERS AND CANCELLATION:

3.3 You may cancel your order, without forfeiting the deposit, by notifying us before the order has shipped.

3.4 We may cancel your order (by providing notice to you) (a) if we are not able to fulfill your order, or part of your order, in which case we will refund your payment but will not otherwise be required to pay any compensation to you for any direct or consequential losses you may have suffered as a result of such cancellation.

### 4. PAYMENT OF THE BALANCE OF THE PRICE:

4.1 The full outstanding balance of the price, any shipping costs and/or any delivery costs not yet then paid (the "balance") shall be due and payable by you to PoleWolf upon ordering the goods.

4.2 If we do not receive the balance upon ordering, we will delay shipping of your goods until payment is made. This may result in your order not being fulfilled should the goods no longer be in stock.

### 5. DELIVERY AND INSTALLATION TIMETABLE:

5.1 When you place your order, we will give you an estimate of the likely delivery date for your goods. Unless we specifically agree otherwise in writing, these dates will be offered as guidance only, and any delivery times mentioned are only an approximate guide and are not binding. We will endeavor to deliver your goods on the estimated dates but please be aware that we cannot guarantee any delivery dates and we do not accept liability for any loss or expense incurred by you if delivery is not made by the estimated dates.

5.2 We will send you track and trace information by email, once the goods have been shipped from our warehouses. Please note that we do not guarantee the accuracy of this track and trace information and that for further information regarding your shipment you must contact the shipping agent directly.

### 6. SHIPPING OUTSIDE THE EU

6.1 If your goods are to be delivered to an address outside the EU, shipping can be arranged through contacting us via email and we will give an indication of shipping charges on request. The shipping quotes are treated as enquiries only until confirmed in writing.

6.2 Our shipping quotes will be based on your whole order being shipped as one consolidated shipment. Should you require more than one shipment, additional charges may apply. The shipping quotation (if any) will be valid for 30 days from the date of quotation. After this period, a new quotation will be required.

6.3 Alternatively, you may arrange shipping through a freight forwarder or shipping agent (either a "carrier") of your choice. Once the goods are available for collection, we will notify your nominated carrier who would then be required to provide us with a minimum of 48 hours' notice of your planned collection date. If your carrier does not arrange for collection of the goods within 28 days from notification, we shall be entitled to cancel your order and re-sell the goods.

## 7. ACCEPTANCE:

7.1 When your goods are delivered, you (or a responsible person acting on your behalf) will be asked to inspect the goods and to sign a document to acknowledge practical completion of the delivery.

7.2 Alternatively, if there are faults to the good, these should be notified to us at this time or as soon as reasonably possible afterwards so that we may rectify them. Claims may be reduced or rejected if they are not promptly notified to us (within 14 days of delivery) or if we are not given an opportunity, upon detection, to put matters right.

7.3 In view of variations in manufacturing and availability of materials and handmade products, we cannot guarantee that all goods supplied will be identical (including size, color, grain and shading) with particulars given or samples viewed and any reasonable variation in this respect shall not constitute a breach of this Agreement.

7.5 If you have any post-delivery complaints, please address them to the Customer Service Department, PoleWolf ([info@polewolf.nl](mailto:info@polewolf.nl)). In your email please include your order number for our administration.

## 8. PASSING OF PROPERTY AND RISK:

8.1 Ownership of the goods will pass to you once we have received payment in full for them and they have been delivered to you.

8.2 Notwithstanding clause 8.1, once you have taken possession of the goods, those goods shall be at your risk and you will be responsible for any loss or damage to the goods unless: (i) caused by our negligence; or (ii) due to a manufacturing defect or our design fault.

## 9. UNAVOIDABLE DELAYS

9.1 We will not be liable for any delay or failure in performing our obligations under this Agreement where that delay or failure results from any act, event, non-happening, or accident beyond our reasonable control, such as war, threat of war, terrorism, sabotage, civil or military disturbance, fire, explosion, storm, flood, earthquake, or other natural disasters, pandemics, strikes, lock-outs, or import or export embargoes, or the impossibility of us using railways, shipping, aircraft, motor transport or other means of public or private transport. If such circumstances arise, we will let you know in writing.

## 10. WARRANTY

10.1 All goods supplied by us are warranted to be of satisfactory quality, fit for their normal purpose, and free of defects for a period of 12 months from the date of delivery.

10.2 This warranty does not apply to any defect arising from fair wear and tear, willful or accidental damage, negligence by you or any third party, using the goods otherwise than recommended by us, a failure to follow our care or any other instructions, or any alteration or repair carried out without our prior written approval.

10.3 You must notify us of any defects as soon as reasonably possible after they are discovered.

10.4 Defective goods will, at our election, be repaired or replaced

10.5 The warranty in terms of this clause 13 is in addition to, and will run concurrently with, your warranty in terms of the Consumer Protection Act number 68 of 2008 (the "Act")

## 11. LEGAL EFFECTS:

11.1 Your signature of the order form or digital confirmation in the form of a completed order process confirms that you have read, understood and agreed to be bound by this Agreement

11.2 No variation of this Agreement (including the order form) shall be valid and binding unless made in writing and signed by you and us. If a statement is made, or an opinion expressed, orally which will affect your decision to purchase any goods, you should ensure that those details are confirmed in writing so as to form part of the Agreement. No liability can or will otherwise be accepted.

## 12. INTERPRETATION:

In these terms and conditions, unless the context indicates otherwise

12.1 A reference to a clause is a reference to a clause in these terms and conditions.

12.2 Unless otherwise stipulated, all charges, including shipping costs, include VAT.

12.3 In the event of any conflict between the provisions of this Agreement and the Consumer Protection Act 1987 the provisions of the Act shall apply.

12.4 If any part of this Agreement is found to be unenforceable, it will not affect the enforceability of the remainder of this Agreement.

12.5 This Agreement shall be governed by Dutch Law and both parties accept the exclusive jurisdiction of the courts of The Netherlands.

12.6 A person who is not a party to this Agreement has no right to enforce any term of this Agreement. If you have asked us to deliver the goods to another person, then that person will not be a party to this Agreement.

12.7 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement shall not apply.

## 13. RETURNS

13.1 Furniture can be returned in the original packaging, within a period of 14 days after delivery. Provided it does not show any signs of usage, and the return has been accepted by PoleWolf.

13.2 If you would like to return your item(s) after you have accepted delivery, please contact our Customer Service department within 14 days of receiving your goods. After 14 days, we will not be able to accept any return. If the goods are being returned due to a change of mind. In exceptional circumstances where an item has incurred damage during delivery, a member of our customer service's team will contact you. On receipt of evidence of the damage we will agree on a resolution as PoleWolf reserves the right to repair an item rather than replacing it.

13.3 If for any reason your order is not suitable, please return the item(s) in their original packaging with a completed returns form within 14 days of receiving your goods via any of these methods:

- Using your own choice of postal method to the location your order was shipped from, as specified on your original shipping label.

### 13.4 Refunds

Mattresses, bedding, cushions, cushion pads, throws and other home textiles as well as candles, home fragrances and any other consumables are non-returnable once unwrapped.

Once your order has been returned to us and accepted by our warehouse, a full refund minus the relevant charges will be issued. Please allow for refunds to take up to 14 working days.