

Standard Terms and Conditions of Sale

Scope

These General Conditions of Sale and Terms of Delivery shall apply in the absence of express written agreement to the contrary between Buyer and Vendor (ikonhouse).

Delivery / Installation

If no special installation terms agreed between the Buyer and Vendor during the sale, the following standard installation terms are applicable – The installation is during standard business days and working hours (i.e., from 10am to 7pm, Monday to Friday). Any special installation request beyond the specified day & times would be charged additional.

The mobilization is based on a standard one shift installation and based on a single mobilization of the installation team and no partial installations are acceptable. Any multiple visits necessary for the installation beyond the agreed terms would be charged additional.

Includes standard placement & assembly of furniture wherever required.

Excludes installation of any accessories and light fitting unless agreed special installation terms at the time of the purchase.

Delivery clauses

The delivery timelines are mentioned in the sales invoice and applicable from the date of receiving the advance payment and signoff on the product specifications. Any agreed terms of delivery shall be construed in accordance with the Incoterms applying at the time of conclusion of the contract.

Delays by Supplier

If the Vendor becomes aware that they will be unable to meet the stipulated time of delivery, any delay from the supplier, delays due to the logistics vendor is likely to occur, they shall without undue delay notify the Buyer there of stating the cause of the delay and, wherever possible, the time when delivery is likely to take place. Where a delay in delivery is due to any of the circumstances set forth in section hereof ("force majeure") or to acts or omissions on the part of the Buyer, the time of delivery shall be postponed to such an extent as is deemed to be reasonable, having regard to the circumstances. This provision shall apply whether the cause of delay occurs before or after the end of stipulated time of delivery. The Buyer shall not be entitled to cancel the contract owing to delays in delivery attributable to the Vendor except where such delay exceeds three (3) months from the mentioned delivery date. The Buyer shall not be able to claim any type of compensation owing to delays on the part of the Vendor.

Delays by Buyer

If the Buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date - or if a delay on his part is likely to occur - he shall forthwith notify the Vendor in writing, stating the cause of delay and, wherever possible, the time when receipt is likely to be able to take place. Notwithstanding that the Buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery as if delivery of the relevant goods had taken place. The Vendor shall have the right to call upon the Buyer in writing to take delivery of the goods within a time-limit of fifteen (15) days. Where the Buyer fails to do so within the same time-limit for reasons that are not attributable to the Vendor, the Vendor shall be entitled to cancel the contract by notice in writing to the Buyer, for such part of the goods ready for delivery as was not taken delivery of owing to the Buyer's delay. In such case, the Vendor shall have the right to demand compensation for any loss he has incurred from the Buyer's failure to perform the contract. The vendor also has a right to claim the storage charges if the buyer is unable to collect within the 15 days' notice provided. Additional storage charges are calculated as AED 250/per cbm / per month.

Payment

Unless otherwise agreed, the purchase sum shall be payable in Cash / cheque / Bank transfer / Cards as per the agreed terms & conditions during the sale. Where the Buyer fails to effect payment punctually, the Vendor shall be entitled to demand penal interest as from the due date at the rate of 1.5% per month or part thereof.

Ownership reservation (Retention of title)

The goods sold shall remain the Vendor's property until payment has been made in full.

Product Warranty

As per the applicable warranty terms and conditions of the respective manufacturers, it is the buyer's responsibility to read and understand fully the warranty terms.

Defects

The Vendor agrees to make good all such defects as are the result of faulty design, material, or workmanship by carrying out repairs or replacement of the goods in accordance with the following paragraphs, but the vendor shall incur no liability to pay compensation as a result of such manufacturing defects from the supplier. minor knots, differences in shade as well as strong and weak annual rings are a sign of genuineness and are not considered to be defects. the vendor's liability shall comprise only such defects as appear within two (2) months from the date when the goods were delivered to the Buyer. The Buyer shall notify the Vendor in writing of any defects without undue delay after such defects have appeared.

Product liability

The Vendor shall be liable for damage to property caused by the products only where it can be shown that such damage was due to fault or negligence on the part of the Vendor or his employees. Under no circumstances shall the Vendor be liable for loss of profits, loss of earnings, or any other consequential financial loss. If the Vendor incurs products liability towards any third party, the Buyer shall indemnify the Vendor to the same extent as the Vendor's liability is limited according to the above.
Force majeure

The following circumstances with the Vendor shall give rise to exemption from liability if they prevent the performance of the contract or render such performance unreasonably onerous: Labour conflicts and any other circumstance beyond the control of the Vendor, such as but not limited to fire, war, mobilization or unforeseen military call-ups of a corresponding scale, requisitioning, seizure, foreign exchange restrictions, insurrection and civil unrest, lack of transportation except where such lack was foreseeable by the Vendor, general scarcity of goods, and defects in or delays of deliveries from sub-suppliers due to any of the factors set forth in this paragraph. Circumstances of the type mentioned above, which had occurred prior to the conclusion of this Agreement, shall exempt the Vendor from liability only where their influence on the performance of the contract could not be foreseen by the Vendor at the time when the contract was made. Where the Vendor intends to invoke any exemption-from-liability grounds set forth in this Article, he shall without undue delay notify the Buyer in writing of such grounds. Notwithstanding any stipulation in these Conditions of Sale and Terms of Delivery, either of the parties may cancel the agreement by notice in writing to the other party where the performance of agreement is prevented for more than six (6) months by one of the events set forth in this Article.

Order Cancellations

Once the buyer confirms the order specifications and paid the advance payment / invoice payment, the following cancellation terms are applied –
For any 'made-to-order' or standard products on order –
No cancellation or modifications are allowed after signing the specifications and/or made payment.

Return / Refund

If no special refund terms agreed between the Buyer and Vendor during the sale, the following standard refund terms are applicable on items sold from stock –

The Vendor offers 7 days of return and refund as Store Credit policy from purchase date for the Items bought from Vendor Stock. Restriction may apply to certain cases as described in the below returns policy.

Buyer to produce a valid invoice / purchase proof to return any item supplied. Products will be reviewed for any damages / usage condition and return can be approved / rejected. If approved based on returns conditions, then buyer refund will be processed, and a credit (after deduction the pickup / delivery charges, any bank / credit card fee) will be applied to buyer and a store credit will be issued.

If vendor to collect the items back, delivery charges will be deducted from the refund for the initial delivery and recollection charges as per the manpower required. Alternatively, customer can deliver the goods to the vendor warehouse for refund evaluation.

Any item that is returned and not in its original condition, is damaged or missing parts for reasons not due to vendor error is not eligible for a refund. It's sole vendors decision whether to take the refund / reject the refund request / offer partial refund after deducting delivery, bank, credit card charges.

Only regular priced items may be refunded, sale items / Campaign editions and promotion items (discounts, giveaways etc.) cannot be refunded.

Disputes

All and any disputes arising out of or in connection with this contract shall be settled according to Dubai (UAE) law. Any legal action shall be instituted at the Vendor's or Buyer's venue, at the Vendor's option.