



MIOTTO DESIGN  
TERMS AND CONDITIONS



## terms and conditions

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## Terms and Conditions

These Terms and conditions, alongside any special sales term conditioned in the order confirmation, are applicable to the sale relation between Miotto design and the Purchaser party (Hereinafter Purchaser). References in these Terms and Conditions to "we", "us", "MIOTTO design" and "MIOTTO" are to **Harvey Norman Trading, d.o.o.**, registered office **Letališka 3D, 1000 Ljubljana**, Slovenia. Website is referring to [www.miotto-design.com](http://www.miotto-design.com). Miotto design is a registered trademark of Harvey Norman Trading, d.o.o..

Miotto and the Purchaser form an essential and binding part of the contract. In case of dispute, all terms indicated in the original order or annexed document shall be taken as valid and legally binding. These conditions are intendeds as dully accepted by the Purchaser with the transsubmission of the order and confirmation by Miotto, which's states that: "The sale of products herewith confirmed is governed by the Terms and Conditions contained in the current pricelist and on the webpage [www.miotto-design.com](http://www.miotto-design.com)."

These Terms and Conditions of Sale shall supersede any inconsistent or contrary terms and conditions indicated on the actual order or any other document supplied by the Purchaser. Miotto reserves the right at any time and without notice to change these Terms and Conditions. A waiver of any one term or condition shall not be deemed a waiver of any other term or condition. Any attempt to alter this document or to enter an order for Products which are subject to additional and/or altered terms and conditions will become null and void, unless otherwise agreed to in a written agreement signed by both parties.

MIOTTO design will do its best to assure that data on the website, pricelists and other documents are true, reliable and qualitative. MIOTTO do not takes any responsibility for any printing errors, delays and or mistakes by in the entering up to date data. MIOTTO has reserves full all rights to change models, specifications, stock and other information without further notice.

### 1. Ordering

- 1.1 Every care has been taken to ensure that the photographic representation, description and specification of each product are accurate. However, while the reproduction of colours is a close representation, a slight variation in the actual goods may occur. We are therefore unable to guarantee that the product images you see

are an accurate representation of the actual merchandise. Before you place an order you should read these terms and conditions carefully as they contain important information about your order.

- 1.2 By submitting an order to us through our website, by e-mail, phone, fax, through agent or representative, official letter or in person, you represent and warrant that payment will be made according to the conditions stated in the Contract between MIOTTO and you / your company. By placing an order you confirm that you are the person referred to in the account details provided to us.
- 1.3 Visitors under the age of 18 should not register with this website or submit any information to us.

## **2. Acceptance of your order**

- 2.1 You can place an order through our website, by e-mail, phone, fax, through agent or representative, official letter or in person; and with the placing of an order you agree to MIOTTO's Terms and Conditions.
- 2.2 Non-acceptance of an order may be a result of one of the following:
  - The product you ordered being out of stock - see Product Availability
  - Our inability to obtain authorisation for your payment
  - The identification of a pricing or product description error
  - Failure to meet the eligibility to order criteria set out in the Terms and Conditions
- 2.3 Ordering procedure

MIOTTO shall have the right, at its sole discretion, to refuse or cancel any orders placed. The Purchaser must advise Miotto in writing of any errors or discrepancies in the order confirmation within 5 business days (3 business days for MIOTTO Selections) after the receipt of reservation e-mail .
- 2.3.1 After you have placed an order with us by following the order procedure and pressing the 'Order now' button, an email will be sent to you acknowledging the details of your order. This email is not

an order confirmation or order acceptance from Miotto. Should you not receive an acknowledgment within 5 business days, please contact us on [info@miotto-design.com](mailto:info@miotto-design.com) or on +386 1 585 5032. Line is open Monday to Friday 9.00am - 5.00pm (closed Saturday and Sunday).

- 2.3.2 Within 3 business days you will receive an e-mail stating that the reservation was made for your order.
- 2.3.3 Acceptance of an order placed by you online and the completion of the contract between you and Miotto will take place when your order is dispatched, unless you have cancelled the order in accordance with the Order Cancellation instructions set out below.

### **3. Order cancellation**

- 3.1 If you wish to cancel your orders placed online, by e-mail, phone, fax, through agent or representative, official letter or personally, please do one of the thing below:
  - Cancel the order online – Order history section – by pressing “cancel” button by each order.
  - Forwarding your acknowledgement email to us at [info@miotto-design.com](mailto:info@miotto-design.com) stating your intention to cancel the order.
- 3.2 Notice that cancellation and changes are possible within 5 days (3 days for MIOTTO Selections) after receiving the confirmation of your order. After confirmation of your order no more changes or cancellation are possible.
- 3.3 Should the Purchaser decide to cancel the order after confirmation of the order, Miotto retains the right to charge 20% of the original value of the order.

### **4. Order changes/product deviation**

- 4.1 Changes to an order are subject to additional charges, if any, for materials, labour and other related costs and are on hold until written confirmation from Miotto (for Miotto Selections orders only).
- 4.2 Miotto will endeavour to maintain the colours and shades of any Products but does not guarantee that there will not be slight

differences between colours and shades from the catalogue or from one delivery to another delivery of Products. Miotto cannot ensure the accuracy of colour, grain or other characteristics of the Products.

- 4.3 All data relating to the products as they appear in pricelists, catalogues and other documents is purely indicative. Miotto reserves the right to make any changes and improvements deemed most appropriate and which do not undermine the essential characteristics of the products.

## **5. Payments**

Payment for all Products shall be made in Euro currency to Miotto in the manner and at the times specified in mutual agreement.

The price shall be paid by Purchaser without charge of costs, according to the payment conditions stated in the order confirmation. Payment terms stated in the order confirmation, previously granted by Miotto and agreed with the Purchaser cannot be modified in any way owing to a binding business credit insurance policy which does not envisage the possibility to grant any payment delay to accounts receivable.

Should the Purchaser infringe the agreed payment terms, fully or even partially, Miotto has the right to interrupt the dispatch of goods. In this case, the Purchaser loses his right to claim damage and related compensations and Miotto retains the right to modify previously agreed conditions.

## **6. Non payment or delayed payment**

- 6.1 In the case of a totally or partially delayed payment, the Purchaser will be obliged to pay the Seller interest on the amount due and invoiced. This interest rate will be equivalent to the three month EURIBOR rate.

- 6.2 If the Purchaser delays a payment totally or partially, Miotto may suspend any pending delivery, rescind the relative contract and withhold any amount paid in advance as compensation, until payment of the damage agreed, without compromising the right to claim for further damages.

- 6.3 Total or partial non payment of even just one invoice by the Purchaser, as well as the reduction of any possible guarantees provided, will automatically result in the loss of the benefit of the term with reference to any amount due to Miotto by the Purchaser himself.

## 7. Delivery

- 7.1 Delivery of Products is handled and executed Ex Works (Incoterms 2010), from Logatec, Slovenia. The Purchaser undertakes to nominate a forwarding agent or carrier within 14 days from communication by Miotto to the Purchaser that the Products are ready for despatch. If the Purchaser does not nominate a forwarding agent or carrier within this period or the forwarding agent or carrier nominated by the Purchaser does not promptly collect the Goods ready for delivery, the Purchaser will be obliged to compensate Miotto, as indemnity for storage in the warehouse, in the amount of 5% of the value of the order as indicated in the invoice and is calculated for every month or part thereof. In any case this amount shall not exceed the value of the goods purchased.
- 7.2 The risk of loss and/or damage of the goods pass from Miotto for the Purchaser upon dispatch of the goods subject to the Sales contract. If the Purchaser or carrier appointed by the Purchaser does not take immediate possession of the goods or if Purchaser fails to provide timely pick-up instructions, any risk and extra charge related to such delay shall be shouldered by the Purchaser.

The terms of delivery are "Ex Works (EXW)", in compliance with the current Incoterms, unless clearly stated in written form in the order confirmation or in any other document.

The number of pieces packed in a carton (as shown beside each model in the pricelist) is peremptory. Therefore the Purchaser accepts that, where products are packed in even quantities, items ordered in odd quantities are automatically adjusted according to even-number packing schemes.

- 7.3 The delivery term agreed will be automatically suspended in the case of nonpayment or delayed payment by the Purchaser as indicated in *Nonpayment* section of this Terms and Conditions.
- 7.4 Confirmed orders must be dispatched within 30 days from communication by Miotto to the Purchaser that the Products are ready for despatch. Pickup of the goods must be notified 24 hours prior to pickup, and during working hours of the Miotto warehouse.
- 7.5 Any damage related to the shipment and/or any discrepancy with the shipping documents shall be notified when the goods are unloaded and marked on the same shipping documents. Lack of this notification implies that Miotto is not called to replace the damaged goods free of charge.

## 8. Claims

- 8.1 All claims for workmanship defects, shortages and errors must be made within 8 days after receipt of the Products. Failure to make a claim within this period of time constitutes acceptance of the Products and a waiver of claims. No merchandise can be returned to Miotto without its written consent. Unauthorized returns will be reshipped to the location of origin freight collect.
- 8.2 In case of defects or non-conformity of the products related to the manufacturing process, Miotto assumes responsibility for replacing the defective product entirely or in its singular defective parts.
- 8.3 Any complaint related to packaging, quantities, numbers or exterior features of the products (visible defects) must be communicated to Miotto by completing the "Claim form". Complete documentation, including at least 5 clear and detailed pictures showing the nature of the defect, must be sent to Miotto at [claims@miotto-design.com](mailto:claims@miotto-design.com), within 8 days from receipt of products. Failure to forward notification implies that the Purchaser waves the right to claim any such stated defects.
- 8.4 Any complaint related to defects not visible after careful inspection of the goods at the time of delivery (hidden defects) must be communicated to Miotto, with complete documentation including at least 5 clear and detailed pictures showing the nature of the



defect, to [claims@miotto-design.com](mailto:claims@miotto-design.com), within 8 days of discovery of said defects and not later than within 12 months of delivery. Failure to forward this notification implies that the Purchaser surrenders any right to claim said defects.

- 8.5 Imperfections on less visible parts of the products (underside of table tops, inside drawers, underside of sofas, etc.) are not considered defects and as such are not subject to claims.

## 9. Warranty

Miotto warrants its Products to be free from defects in materials and workmanship under normal use for a period of twelve months from the date of delivery. This limited warranty does not apply if Products have been altered, modified or have been subject to abnormal use, misuse or neglect, and does not extend to damage caused by shipping, accident, abuse, cleaning, or normal wear and tear, and is limited to repair or replacement of defective Products at the sole discretion of Miotto.

This limited warranty supersedes all inconsistent provisions of any and all purchase orders, invoices, acknowledgments, or other writings or statements, written or otherwise. Miotto disclaims all other express or implied warranties and product liability, any representation or warranty, express or implied, as to the condition, value, design, operation, suitability, noninfringement, merchantability or fitness for any particular purpose of the products or any part thereof and any implied warranties arising from statute, trade usage, course of dealing, or course of performance. Purchaser shall not offer to its customers any warranty for the products other than the warranty above.

## 10. Returns and replacement policy

Claimed products cannot be returned to the factory unless previously requested and authorised in writing by Miotto.

The relevant products must be returned within 30 days from the date of the pick-up. Goods shall be returned together with relevant authorization using carriers authorized by Miotto.

Upon return of claimed items, Miotto carefully checks the conditions of the goods and if the damages are not imputable, to Miotto the claim is rejected and the replacement must be paid for.

Should the goods be damaged during transport back to the factory, because they are not duly packed in the original carton or because the packing material used to keep the goods in good condition during transport is missing, Miotto shall have the right to charge the Purchaser with the necessarily expenses to repair the goods or to refused the returned goods.

Replacements of the damaged goods are regularly invoiced. If the replaced goods are not returned within 30 days, Miotto shall refuse to take them back and shall request full payment. Should the Purchaser fail to settle this payment, Miotto has the right to suspend deliveries as indicated above in *Payment* section.

## **11. Pricing policy**

- 11.1 All prices shown on the website are in Euro, exclusive of Value Added Tax (VAT) and exclude regular and extra customer discounts. Standard packaging is included in the price. Prices and offers appearing in pricelists, on the web pages and other representative channels may change or be withdrawn without notice at any time. These adjustments are immediately applicable from the disclosure of said notice to the Purchaser.
- 11.2 All prices are meant only for information purposes and do not represent actual MIOTTO retail prices.
- 11.3 Unless otherwise agreed in writing, prices include packing, but do not include freight or delivery, in-transit insurance, storage, service, taxes, customs duties (where applicable) or installation. All prices are EX WORKS from the originating Miotto warehouse. Customers shall be responsible for any state or local taxes (excluding taxes based on the Miotto company's income or profits) that result from the transfer of title or the sale or delivery of the Products purchased hereunder.

## **12. Title**

Until payment in full of the price of the Products and of all other sums payable by Purchaser to Miotto, the property in the Products shall remain with Miotto. Purchaser shall store and keep the Products in such

a manner that they can be identified as being Miotto property. Any resale of the Products shall be for Miotto account and the proceeds thereof shall be Miotto property. Purchaser hereby grants to Miotto an irrevocable license to enter upon any of Purchaser premises for the purpose of repossessing the Products.

### **13. Special offers**

Extra rebates indicated in the Special Offer section on the Miotto website are extra rebates offered to the end-customer. This rebate is also extended to orders of products that are listed in the Special Offer section.

Other special offers and extra discounts are part of case-by-case agreements between MIOTTO and Purchaser

### **14. Product**

#### **14.1 Availability/information**

We feature products on our website that have been carefully selected and design to be part of MIOTTO collections. Once an item is sold out it, will be taken off the website at the earliest opportunity and may not be available again. Prices of products may change from time to time. If items that you order are out of stock, subject to a delay or the price is higher than that shown on your order, we will try to contact you at the email address or telephone number. If we cannot contact you or receive no response to an email we send to you, we will cancel the part of your order that is unavailable or incorrectly priced, and will continue to process the remaining items on your order (where applicable). All items are subject to availability. If, due to unforeseen circumstances, it is necessary to substitute an item, the item will be of equal or greater value than that which it replaces and substitutions will only be made with your prior consent. If a replacement item is of greater value you will be liable to pay for the difference in values.

#### **14.2 Safety**

Purchaser should ensure that, where appropriate, all shelving and storage products are securely fastened or stabilized and loaded reasonably and sensibly.

#### 14.3 Assembly required

Some products will be delivered to Purchaser in factory-packed cartons for assembly by you. Miotto shall not be required to assemble any such merchandise.

## 15. Website

15.1 We may change the MIOTTO website and correct or update information (including product information) on it or change these terms and conditions at any time without notice.

15.2 Except in relation to the description of products and services available for order from our website, we do not guarantee and are not responsible for the accuracy of any information provided on the website.

15.3 You may access and use the website for your personal, non-commercial use. Provided you retain all copyright and proprietary notices, you may:

- retrieve and display the content of the website on a screen;
- print copies of the content for your own personal use; and
- store the content in electronic form (except that you may not store it on any server or other storage device connected to a network).

15.4 Marketing materials appearing on the website and in other communication channels may only be used:

- if you are a commercial partner of Miotto and have a current trading agreement; and
- only in connection with MIOTTO and MIOTTO labelled products; and
- as long as MIOTTO has expressly approved any artwork that includes any MIOTTO marketing materials:
  - in writing, and
  - before the artwork is printed and/or distributed to any third parties; and

- for the sole purpose of promotion, in the territories, for the periods and subject to any conditions laid down by MIOTTO granting such approval or limitations as to use.

Please send all draft artwork, together with an explanation of your proposed use of the artwork, to [info@miotto-design.com](mailto:info@miotto-design.com) for confirmation before public launch.

#### 15.5 By downloading any marketing materials you agree:

- that it may be withdrawn or terminated at any time without any notice from MIOTTO to you;
- not to do anything inconsistent with the MIOTTO ownership of all the copyright, trade marks and other intellectual property rights in the marketing materials;
- not to sub-licence or allow anyone else to use any of MIOTTO marketing materials;
- only to use the marketing materials following the approvals and for the purposes in accordance with the terms and conditions set out above;
- not to use the MIOTTO marketing materials in any way which would cause them to:
  - become generic;
  - lose their distinctiveness;
  - become liable to mislead the public;
- not to use the MIOTTO marketing material in any way would be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the MIOTTO design; and
- to incorporate such copyright and trade mark notices as MIOTTO shall specify.

#### 15.6 You may not use this website or its contents:

- for commercial purposes;
- for resale purposes including the systematic extraction and/or re-utilisation of any part of the contents of this website (eg. item listings, descriptions, prices);
- to download (other than page caching) or modify the website, or any portion of it;
- to interfere with or disrupt any network or website connected to this website or gain unauthorised access to other computer systems;

- to interfere with the enjoyment or use of the website by any other person;
- for any purpose which is unlawful.

15.7 In addition you may not, in relation to this website, use any:

- data mining, robots, or similar data gathering and extraction tools;
- framing techniques to enclose the trade marks, logos and other proprietary images, text layouts and formats which we use on the website;
- meta tags or any other "hidden text" which uses our name or trade marks.

15.8 Using this website does not grant any permission to link to it or to use any of the trade marks, designs, schemes and/or logos contained therein without explicit written approval from MIOTTO.

15.9 We do not represent or warrant that the material contained in the website, any of the functions of the website and the server will operate without interruption or delay or will be error-free, free from defects, viruses or bugs or compatible with any other software or material. The website is provided "as is". Accessing the website is entirely at your own risk.

15.10 You must not transmit through or to our website any defamatory, threatening, obscene, distressing, harmful or pornographic material or material which may infringe upon the rights of others (including intellectual property rights, rights of confidentiality or rights of privacy) or which does not comply with all relevant laws.

15.11 This website and its content including all text, graphics, logos, button icons, images, data compilations and software used in connection with this website, is our property or that of our suppliers and is protected by copyright, trade marks, database rights and other intellectual property rights.

15.12 This website may include links to third party web sites ("Third Party Site(s)") from time to time. You acknowledge and agree that we will not be responsible for the availability of such Third Party Sites and will not be responsible or liable for any content or services available from such Third Party Sites. You should check the privacy statements and terms and conditions of use of Third Party Sites accessible from

this

website.

## **16. Liability and Indemnity**

- 16.1 Miotto's liability on any claim of any kind, including loss or damage resulting from or in connection with the manufacture, sales, delivery, resale, repair or use of any Products supplied under these Terms and Conditions of Sale shall in no case exceed the price of the Products actually paid by Purchaser and which give rise to the claim. Notwithstanding anything to the contrary, in no event will Miotto be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business or other economic damages, even if advised of the possibility of such loss or damage.
- 16.2 We do not exclude or limit our liability or the liability of any other person for fraudulent misrepresentation or for death or personal injury resulting from our or their negligence. Except as set out above and in relation to our contractual obligations to supply goods and/or services following acceptance of orders placed on our website, neither we nor any of our agents, affiliates, directors, employees or other representatives will be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use or misuse of the website or customer services. We shall not be liable for any indirect, or consequential loss of whatever nature, including damage to software or hardware, loss of data, damage for loss of business, loss of profits, or any other indirect or consequential loss arising out of or in connection with your use of the website or customer services (including without limitation, any such loss arising out of or in connection with any order placed on the website whether or not accepted by us).
- 16.3 You agree to indemnify us and our agents and officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by you.
- 16.4 We may terminate your use of the website immediately if we consider that you have breached these Terms and Conditions.

## **17. Privacy and communications**

- 17.1 When you place orders online, we collect certain personal and transactional information (eg name, address, email address etc.) from you. For details on how we use this information, please read our Security and Privacy policy.
- 17.2 To fulfil our obligations to you under these Terms and Conditions, we communicate with you by email and by posting notices on the website. You agree to receive communications from us electronically in this way and that electronic communications will satisfy any legal requirement for communications to be in writing.

## **18. Security and privacy policy**

Personal details provided to MIOTTO will be processed by Harvey Norman Trading, d.o.o., with registered offices at Letališka 3D, 1000 Ljubljana, in such a way as to guarantee the security and confidentiality of the same, and in compliance with the requirements of the law governing privacy and the protection of personal data (Slovenian Personal Data Protection Act ZVOP-1-UPB1). Such data will be collected and processed on paper or in electronic form in a controlled-access environment. Personal details may be distributed to relevant personnel within the company for the following purposes: market research, promotions and commercial information, etc. Personal details may also be distributed by Harvey Norman Trading, d.o.o. as the process owner to other associated companies or third parties for the same purposes. The provision of personal details is entirely voluntary; however, failure to provide them will make it impossible for us to comply with your request for information. You may, at any time, request that your personal details be updated, modified, appended or deleted in accordance with Article 37 of the Slovenian Personal Data Protection Act ZVOP-1-UPB1, by sending an e-mail to the following address: [info@miotto-design.com](mailto:info@miotto-design.com)

## **19. Force Majeure**

Miotto shall not be responsible for delays, charges, damages, or failure to fulfill any obligation under the orders caused by Act of God, war, riot, acts of terrorism, strike, lockout, trade dispute or labor disturbance, accident, breakdown of plant or machinery, fire, flood, storm or



difficulty in obtaining raw materials, failure or delay of suppliers, vendors, and subcontractors, interruption or unavailability of transportation by the usual common carriers, or any other cause beyond Miotto' reasonable control, even if Miotto knew, had reason to believe, or was advised of the possibility or probability of any such cause.

## **20. Jurisdiction**

The website and customer support services are controlled and operated in Slovenia. These Terms and Conditions and all matters connected with any order you place on our website, e-mail or over the telephone are governed by Slovenian law and you agree to submit to the exclusive jurisdiction of the Slovenian courts in relation to all matters connected with or arising out of the website or your use of customer services or any order you place on the website.

## **21. General**

- 20.1 We may change these Terms and Conditions at any time. If any of these terms and conditions are invalid or unenforceable, the remainder of these terms and conditions shall continue to have full force and effect.
- 20.2 We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control.
- 20.3 If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in other situations where you are in breach.

## **22. Clients support**

Please contact MIOTTO support services in the event of any queries:

Telephone: +386 1 585 5032

Fax: +386 1 585 5035

Lines are open Monday to Friday 9.00am - 5.00pm.

Email: [info@miotto-design.com](mailto:info@miotto-design.com)

## **23. Our details**

Harvey Norman Trading d.o.o.  
Letališka 3D  
1000 Ljubljana  
Slovenia  
VAT number: 36118605

Miotto and Miotto design are registered trademarks of Harvey Norman Trading, d.o.o.

**I agree that I have read and understood, and that I accept:**

- **The Terms and Conditions;**
- **The Privacy and Security Policy; and**
- **The specific terms and conditions of use of MIOTTO marketing materials.**

Company: \_\_\_\_\_

Name and last name (capitals): \_\_\_\_\_

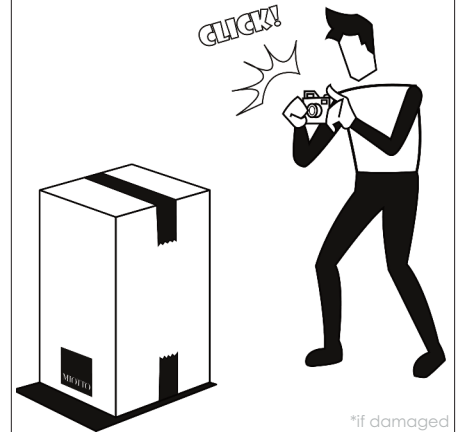
Date and place: \_\_\_\_\_

Signature: \_\_\_\_\_

In order to solve all problems with MIOTTO product at fast pace and efficiently MIOTTO have to request more detailed claims data. We recognize that this often poses an arduous task. Nevertheless, submission of accurate claims information in a timely manner is an essential part of the fast solving claim process.

All claims for workmanship defects, shortages and errors must be made within 8 days after receipt of the Products. For more details please refer to MIOTTO Terms of trade available at [www.miotto-design.com](http://www.miotto-design.com).

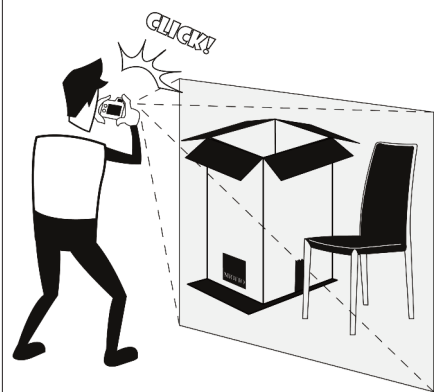
picture 1 - **closed package\***



\*if damaged

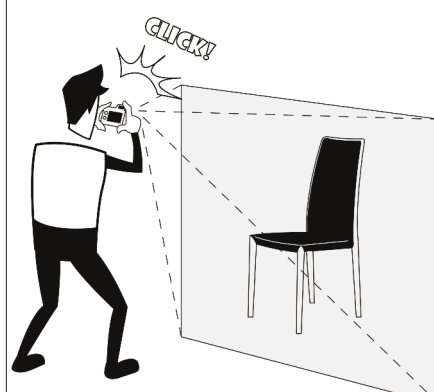
Optional picture of the packing box with the labels on the boxes.

picture 2 - **product & package**



A picture of the product next to the packing box.

picture 3 - **distance shot**



A picture where the entire product is seen completely.

picture 4 - **close-up shot**



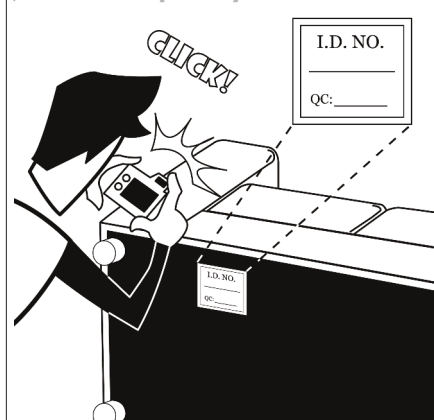
A picture of the damaged area of the product from a middle distance.

picture 5 - **detail shot**

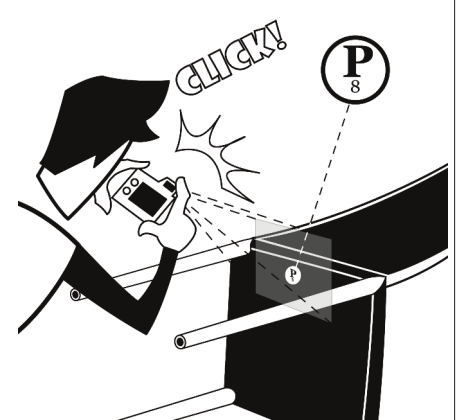


A close-up picture of the damaged area of the product.

picture 6 - **quality check label**



A picture of the quality check label where the number is visible.



If there are multiple issues to one product, please send us a full set of pictures outlined in 3-5. Pictures that are out of focus, blurry or **where the product cannot be identified will not be accepted**. Please send to us a complete set of pictures with the claim form by e-mail to [claims@miotto-design.com](mailto:claims@miotto-design.com). For any additional information please call **+386 1 585 5032** or contact us on the e-mail above.