BE BOLD INTERIORS *General Conditions*

BE BOLD
interiors

ARTICLE 1 GENERAL

1.1 Definitions

a- General Conditions: the general conditions of BE BOLD INTERIORS.

b- BE BOLD INTERIORS: the user of these General Terms and Conditions; interior designer and supplier of furniture, lighting and accessories; under the trade name "Bottle Post Media SLU", established in La Nucia and registered in the commercial register of the Registro Mercantil under number NIF B54938055.

c- Client: the natural or legal person who enters into an Assignment with BE BOLD INTERIORS.

d- Assignment: the agreement between the Client and BE BOLD INTERIORS.

1.2 These General Terms and Conditions apply to all offers and Assignments that the Client concludes with BE BOLD INTERIORS. BE BOLD INTERIORS reserves the right to change and extend the General Terms and Conditions.

1.3 If the parties have come to an agreement other than stated in these General Terms and Conditions and have mutually confirmed this in writing, the agreement between the parties applies.

ARTICLE 2 FORMATION OF THE CONTRACT

2.1 An Assignment with BE BOLD INTERIORS is established when the Client has agreed to BE BOLD INTERIORS in writing or digitally (by email, text message and/or what's app) on the Assignment.

2.2 When entering into an Assignment with BE BOLD INTERIORS in any form whatsoever, the Client indicates that he/she agrees to all the aforementioned points of the General Terms and Conditions.

ARTICLE 3 PERFORMANCE OF THE CONTRACT

3.1 BE BOLD INTERIORS will execute the Assignment at its own discretion and in accordance with good workmanship.

3.2 BE BOLD INTERIORS is the Client's confidential advisor and adviser. BE BOLD INTERIORS relies on this on the correctness of the data and information provided by or on behalf of the Client. If during the execution of the Assignment it appears that this information is insufficient, late or incorrect and adjustments of the Assignment are necessary, the additional costs resulting from this will be charged to the Client as additional work.

3.3 BE BOLD INTERIORS may, at its own discretion, have certain work performed by third parties if the proper execution of the Assignment requires this.

3.4 For optimal performance of the Assignment, it is necessary that both BE BOLD INTERIORS and the Client use the indicated schedule.

3.5 The delivery time stated by BE BOLD INTERIORS cannot be regarded as a deadline. BE BOLD INTERIORS can adjust the planning in the interim if necessary and will inform the Client accordingly.

ARTICLE 4 MODIFICATION OF THE CONTRACT

4.1 If during the execution of the Assignment it is assessed that it is necessary, for proper execution, to change and/or supplement the to be performed work, the parties will adjust the Assignment accordingly, in a timely fashion, and in consultation.

4.2 The time of completion of the Assignment may be influenced by changes and/or additions to the Assignment.
BE BOLD INTERIORS will inform the Client of this as soon as possible.

4.3 If the change or addition has financial and/or qualitative consequences, BE BOLD INTERIORS will inform the Client of this in advance unless this is not possible due to the circumstances and the performance of the additional work does not permit delay or serious delay.

4.4 Additional costs due to changes in the original Assignment of whatever nature will be charged to the Client.

4.5 If the Client does not contribute to the rapid progress of the process, this may have financial and/or qualitative consequences. BE BOLD INTERIORS will inform the Client about this.

4.6 The Client owes a fee for additional work (extra work) by BE BOLD INTERIORS for changes at the request of the Client, to a design that has already been established or approved.

ARTICLE 5 PRICES

5.1 All prices mentioned in the quotations of BE BOLD INTERIORS are shown in euros and are exclusive of VAT and exclusive of travel expenses unless otherwise agreed upon.

5.2 All prices mentioned in a quotation from BE BOLD INTERIORS are based on the rates that apply at the time of the conclusion of the Assignment. The rates and discounts mentioned do not automatically apply to future services and/or products to be delivered.

5.3 BE BOLD INTERIORS reserves the right to adjust rates.

5.4 Oral agreements and stipulations are binding after they have been confirmed in writing or by email by BE BOLD INTERIORS.

ARTICLE 6 PAYMENT

6.1 The invoicing period is always stated on the quotation. BE BOLD INTERIORS has a payment term of 8 days in the case of an interior design.
6.2 In the event of purchasing product(s), the Client will receive an invoice for a deposit of 100% of the purchase value. BE BOLD INTERIORS has a payment term of 0 days in connection with pre-financing and delivery.
6.3 BE BOLD INTERIORS has a payment term of 0 days in case of purchasing of products.
6.4 The Client is not entitled to suspend and/or settle payments.

ARTICLE 7 PRODUCT, ORDER AND DELIVERY

7.1 BE BOLD INTERIORS has no products in stock because all products are custom-made or specially purchased for the Client on the basis of the Assignment or individual agreement. Products can therefore not be returned.
7.2 BE BOLD INTERIORS is not responsible for any incorrect information about designs, photos and/or other information on websites other than the official BE BOLD INTERIORS website.
7.3 The Client must check the order for content (sizes, color, materials, type, etc.). An order is placed after written / digital agreement of the Client.
7.4 BE BOLD INTERIORS is not obliged to fulfill any obligation in orders in case of force majeure or other unforeseen circumstances that are not due to BE BOLD INTERIORS.
7.5 For some products it is possible to collect these yourself. For other deliveries BE BOLD INTERIORS will take care of the transport and any installation. Delivery and assembly of products, and any additional costs thereof, will be coordinated with the Client prior to the final order confirmation.
7.6 BE BOLD INTERIORS provides information about the expected delivery time, subject to possible delays by third parties.
7.7 BE BOLD INTERIORS is not responsible for any additional costs or damage resulting from the lack of sufficient access to the space in which the product is to be delivered. Transport to and installation on a higher floor is often possible in consultation with the transporter and is always done entirely at the risk and expense of the Client.
7.8 Complaints or deviations from products will be handled by BE BOLD INTERIORS.
7.9 For products, the warranty after delivery applies for the period given by the manufacturer. The guarantee becomes void if the product is used incorrectly, maintained incorrectly, or if the product is defective due to circumstances that BE BOLD INTERIORS cannot do anything about.

ARTICLE 8 PROPERTY RIGHT, USE & LICENSE

8.1 In the context of the services provided by BE BOLD INTERIORS, all work drawings, illustrations, designs, sketches, photos and other materials and files submitted by BE BOLD INTERIORS and all intellectual property rights pertaining to them remain the property of BE BOLD INTERIORS, regardless of whether these have been made available to the Client or third parties.
8.2 The Client is not permitted to publish and/or reproduce the work without BE BOLD INTERIORS name and without prior permission from BE BOLD INTERIORS.
8.3 BE BOLD INTERIORS has, subject to the interests of the Client, the freedom to use designs and/or photos for publicity or promotion.

ARTICLE 9 LIABILITY

9.1 The Client will ensure that all data, which BE BOLD INTERIORS indicates is necessary for the execution of the Assignment, is provided to BE BOLD INTERIORS. If the Client has not provided this information, BE BOLD INTERIORS is not liable for any resulting damage.
9.2 BE BOLD INTERIORS is not liable for damage of any kind, based on incorrect and/or incomplete information provided by the Client. (An Idealista / Funda plan is often incomplete and incorrect.)
9.3 BE BOLD INTERIORS is not liable for consequential damage, loss of profit, missed savings and/or damage due to stagnation of business.
9.4 Liability of BE BOLD INTERIORS is always limited to the amount of the invoice value of (the part of) the Assignment from which the liability arises.
9.5 Should BE BOLD INTERIORS damage the interior of the Client during the execution of an Assignment in a home, BE BOLD INTERIORS will have liability insurance to cover any costs.

ARTICLE 10 FORCE MAJEURE

10.1 Force majeure also includes a circumstance over which BE BOLD INTERIORS has no influence or can reasonably have influence over.

10.2 In case of force majeure, the obligations of BE BOLD INTERIORS will be suspended. If the period lasts longer than 2 months, each of the parties is entitled to terminate the Assignment without there being an obligation to pay compensation in that case.

10.3 If BE BOLD INTERIORS has already partially fulfilled its obligations upon commencement of the force majeure, it is entitled to invoice the already executed or executable part separately and the Client is obliged to pay this invoice if it concerns a separate Assignment.

ARTICLE 11 COMPLAINT PROCEDURE

11.1 Complaints should preferably be made known to BE BOLD INTERIORS by email immediately and within 14 days after completion of the Assignment.

11.2 If a complaint is justified in the opinion of BE BOLD INTERIORS, BE BOLD INTERIORS will still carry out the work as agreed. If execution of the agreed work is no longer possible or useful, BE BOLD INTERIORS may decide to adjust the invoice to a lower amount or send a credit note.

11.3 If the Client files a complaint outside the period set in 11.1 and it is no longer possible to determine whether the complaint is well-founded, for example, whether a defect was already present at the time of delivery or whether this was later, if any other cause has been caused outside of BE BOLD INTERIORS responsibility, no repair or replacement can take place.

ARTICLE 12 OTHER PROVISIONS

12.1 BE BOLD INTERIORS reserves the right not to process an Assignment.

12.2 BE BOLD INTERIORS reserves the right to post or use the result of an Assignment in the form of drawings and photos on its website or for any other form of publicity. BE BOLD INTERIORS will always observe the privacy interests of the Client.

12.3 Spanish law is exclusively applicable to all legal relationships and Assignments to which BE BOLD INTERIORS is a party. The Client is not permitted to transfer any right under an agreement concluded with BE BOLD INTERIORS to third parties, other than with the transfer of his entire company or with the written permission of BE BOLD INTERIORS.

12.4 Unless the parties have expressly agreed to arbitration in writing, the court that has jurisdiction according to the law, or the court in the district where BE BOLD INTERIORS is established, will, at the option of BE BOLD INTERIORS, take cognizance of disputes between BE BOLD INTERIORS and the Client.