

Trade terms of sale

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These terms apply when a business buys from Rollo Studio: architects, interior designers, contractors, hotels, restaurants, retailers, galleries and anyone else buying for business purposes. We send them with every trade quote and ask you to accept them before we start. Consumer law and our consumer Terms of sale do not apply to trade orders, except where these terms say so.

The seller is **Bryant Creative Industries, S.L.U.** (Sociedad Unipersonal), trading as Rollo Studio, Carrer de Fray Francisco Cabezas 13, Bajo C, 46019 València, Spain; NIF B26574954, VAT ESB26574954; Registro Mercantil de Valencia, Hoja V-231290; info@rollostudio.com.

1. Who these terms apply to

- **Trade buyer.** You are a trade buyer if you buy in the name of a company or as a self-employed professional, for your business, and give us your company name, VAT or tax number and address. You confirm this when you accept our quote.
 - **Buying for a private client.** If you are a designer ordering for a private client, tell us who the buyer is. If the contract and invoice are in your client's name, your client buys as a consumer under our consumer Terms of sale and you act as their representative. If they are in your name, you buy under these trade terms.
 - **Your own terms do not apply.** These terms apply instead of any terms in your purchase orders, specifications or other documents, unless we agree otherwise in writing and sign it.
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2. Quotes and orders

- A quote is valid for **30 days** unless it says otherwise. After that, prices, lead times and delivery costs may change.
- The contract is made when we **confirm your order in writing** (usually a pro forma invoice or an order confirmation) after you accept the quote and, where the quote asks for one, pay the deposit.
- The documents that make up the contract are, in this order of priority: our order confirmation, the quote it confirms, and these terms.

- Any changes to the contract must be agreed in writing. Email is fine.
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3. Specification and approval

- **You choose the pieces.** You are responsible for checking that the pieces, quantities, dimensions, colours, voltages, weights and finishes you order are right for your project, and that they suit the place and the way they will be used. We are happy to share our product knowledge, but we do not provide design, structural, electrical or building-code advice, and any guidance we give is general information that your project team must check.
 - **Approval.** For made-to-order, custom colour and bespoke pieces we send you a specification (and, where needed, drawings, a colour sample or a prototype) to approve in writing. We make the pieces to the approved specification. Production starts only after approval.
 - **Colour.** Painted pieces match the RAL or reference you approve within normal tolerances for a hand-applied painted finish under a thick high-gloss clear coat. Screens, prints and digital simulations (including our Colour Studio) are a guide, not a reference. If colour is critical, approve a painted sample first.
 - **Character of the pieces.** Our pieces are made by 3D printing and finished by hand in small batches. Visible grout lines and small differences in joints, gloss and shade on U- pieces, and the porous, layered texture and slight tone variation of quartz sand, are part of the design and are not defects. Our product pages and spec sheets describe them.
 - **Changes after approval** may change the price and the lead time. We will tell you before going ahead.
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4. Prices and VAT

- Trade prices are in euros and **exclude VAT**. Delivery, crating, insurance and installation are not included unless the quote says so.
- **VAT.** We charge Spanish VAT (IVA) unless the law allows otherwise. For deliveries to a business in another EU country, we invoice without Spanish VAT (an exempt intra-Community supply: you account for the VAT in your country) only if you give us a VAT number that is valid in the EU VIES system before we invoice, and the goods are transported to another EU country. For exports outside the EU, we invoice without VAT only where the law allows it and we hold proof of export. If these conditions are not met, we charge Spanish VAT.
- **Import costs.** Outside the EU, you pay all import duties, taxes, customs clearance fees and any local charges in the destination country, unless the quote expressly says delivery is duty paid

(DDP).

5. Payment

- Unless the quote says otherwise: **pieces in stock** are paid in full before dispatch; **made-to-order, custom and bespoke work** requires a **50% deposit** on order and the balance before dispatch or collection.
 - We only give credit terms if we agree them in writing. Credit terms are never longer than 60 days from delivery, as Spanish law (Law 3/2004 on late payment) requires.
 - You pay by bank transfer or card, in euros, with all bank charges for your side of the transfer paid by you.
 - **Late payment.** If you pay late, statutory interest under Law 3/2004 (the European Central Bank rate plus 8 percentage points) runs automatically from the due date, without notice. We are also entitled to a fixed **€40** for each late invoice and to reasonable, documented recovery costs.
 - If a payment is overdue, we may **pause production or delivery** of any of your orders until it is paid, and adjust the delivery dates accordingly.
 - A deposit counts as part payment of the price.
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6. Lead times and delivery

- Lead times run from the latest of: our order confirmation, receipt of the deposit and your written approval of the specification. Lead times in quotes are our best estimate in good faith. A delivery date is only fixed and binding if we expressly agree it as such in writing.
- **Delay.** We tell you as soon as we know of a delay and give you a new date. If we deliver more than **8 weeks** after the date in our order confirmation for reasons on our side, you may cancel the affected pieces in writing before they are dispatched and we refund what you paid for them. Except in the cases listed in section 10, this is your remedy for late delivery.
- **Partial deliveries.** We may deliver an order in parts. Each delivery is invoiced separately unless the quote says otherwise.
- **Incoterms.** Delivery terms follow Incoterms® 2020. Unless the quote says otherwise: if you or your forwarder collect, delivery is **FCA** our studio in València; if we arrange transport, delivery is **DAP** at the address in the quote, unloaded by you. Kerbside delivery is the default for large and heavy pieces. Carrying in, unpacking, assembly and installation are not included unless agreed.

- **Risk** passes to you as set by the agreed Incoterm.
 - **Collection and storage.** If you ask us to hold finished pieces or you do not collect or accept delivery within 14 days of our notice that they are ready, risk passes to you from the end of that period, we may invoice the balance, and we may charge reasonable storage and insurance costs.
 - **Site conditions.** You are responsible for safe access, unloading, and the right equipment and people to receive heavy pieces at the delivery address.
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7. Inspection and claims

- **On delivery,** check the number of packages and their condition before you sign. Note any visible damage on the carrier's delivery note and send us photos of the packaging and the pieces within **48 hours**. This lets us claim from the carrier.
 - Report any shortage, wrong piece or visible defect in writing within **7 days** of delivery.
 - Report any defect that could not be seen on delivery in writing within **14 days** of discovering it, and within the warranty period in section 8.
 - If you do not notify us within these periods, the pieces are treated as accepted as regards that shortage, damage or defect, and we are not liable for it, except where section 10 says our liability cannot be limited.
 - Do not install a piece that is visibly damaged or defective. Installing it is treated as accepting its visible condition.
 - Do not return pieces without our written agreement. We arrange the return of anything we accept as defective.
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8. Trade warranty

- **What we cover.** We warrant that our pieces are free from defects in materials and workmanship for **3 years from delivery**. For lamps in commercial use, this assumes use within their rated conditions and up to 4,000 operating hours a year.
- **What we do.** If a piece is defective, we will, at our choice, repair it, replace it or refund or credit the price of the defective piece. We pay for the repair or replacement and for transport to and from the original delivery address. Costs of access, removal and reinstallation are not covered, except where section 10 says our liability cannot be limited.

- **What is not covered:** the character of the pieces described in section 3; normal wear and tear; damage after delivery, including transport you arrange and handling on site; installation that did not follow our instructions or that was done by someone who was not qualified; use outdoors, in wet or humid places or against our instructions and warnings; exposure of U·pieces (PLA) to heat or direct sun behind glass; bulbs, which are consumables (we replace any that fail on arrival); and pieces that have been modified, repaired or rewired by anyone else without our written approval.
 - This warranty replaces any other warranty or condition about the quality or fitness of the pieces, to the extent the law allows.
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9. Installation, safety and compliance

These obligations help keep the people who live and work with our pieces safe, so please take them seriously.

- **Qualified installation.** Lamps wired into the mains, and all pendants, must be installed by a qualified electrician following the rules of the country of installation (in Spain, the REBT, through an authorised installation company). The installer is responsible for choosing fixings suitable for the wall or ceiling and the weight of the piece. We do not install pieces unless we agree it in writing.
- **Instructions to the end user.** You must pass our instructions, safety information and warnings on to your client or the end user, and keep the labels and markings on the pieces.
- **No modifications.** Do not modify, rewire, cut, repaint or combine our pieces with other products without our written approval. Anyone who substantially modifies a product can become responsible for it as its manufacturer under EU law.
- **Your project's rules.** You are responsible for making sure the use of our pieces complies with the rules that apply to your project, for example fire safety and building rules for hotels, restaurants and other public spaces, accessibility rules and the requirements of your client's insurers.
- **Outside the EU and EEA.** Our lamps are made for 220-240 V and to EU rules (CE marking). Some countries require local certification or listing for lighting (for example UL or ETL in the United States and Canada, or RCM in Australia and New Zealand), and other local rules may apply. If you order for a country outside the EU and EEA, you are responsible for local certification, import and compliance, and for installation by a licensed local electrician. We can supply documentation, and in some cases pieces prepared for local wiring, on request.
- **Indemnity.** You will compensate us for claims, losses and reasonable costs we suffer because you or your contractors did not meet the obligations in this section, except to the extent they

were caused by a defect in our piece or by our own fault.

10. Liability

- We are liable only for loss that was **reasonably foreseeable** when the contract was made.
 - We are not liable for **indirect or consequential loss**, or for loss of profit, revenue, business, contracts or goodwill, project delays, penalties or liquidated damages under your contracts with others, or the cost of removing and reinstalling pieces.
 - Our total liability arising from or in connection with an order is limited to the **price of that order**, excluding VAT.
 - **Nothing in these terms excludes or limits our liability** for fraud or wilful misconduct (dolo), for gross negligence, for death or personal injury caused by our negligence, under product liability law, or for anything else the law does not allow us to exclude or limit. The limits above do not apply to those cases.
 - Product liability rights of people injured by a defective product are never affected by these terms.
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11. Ownership

The pieces remain **our property until we have been paid in full** (retention of title, as allowed by Article 10 of Law 3/2004). Until then, you must store them separately and identifiably, insure them and not pledge them or use them as security. Risk still passes to you as set out in section 6.

12. Cancellation, changes and returns

- **Stock pieces** can be cancelled before dispatch only with our agreement. We may charge any costs already incurred.
- **Made-to-order, custom colour and bespoke work** cannot be cancelled once production has started without paying for the work done and the materials ordered up to that point, which we may deduct from the deposit. If finished pieces are cancelled, the full price is due.
- **Returns.** There is no right of withdrawal for trade orders. We may accept the return of stock pieces in perfect, unused condition and in their original packaging, within 14 days of delivery and with our written agreement, for a credit or refund less a restocking charge of 20% and the

return transport. Made-to-order, custom and bespoke pieces cannot be returned unless defective.

13. Retailers and resellers

If you buy our pieces to resell them:

- sell them under the Rollo Studio name, with our instructions and safety information, and do not put your own name or brand on them as the maker;
 - store and transport them so their condition is not affected;
 - on your online listings, show the information EU product safety law requires: our name, postal and email address, a picture of the piece, its type and model, and its warnings and safety information;
 - keep records of which piece went to which buyer for **10 years**, so safety information can reach them;
 - tell us within **2 working days** of any accident, complaint or concern about safety, and cooperate with any corrective action, safety notice or recall, including contacting your customers;
 - do not change the pieces, their packaging or their documentation.
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14. Designs, drawings and images

- Our designs, names, drawings, spec sheets, 3D models, images and other material are our intellectual property. You may use them only to specify, present, sell and document our pieces in your project, crediting Rollo Studio. You may not reproduce our designs, have them copied or made by others, or use our material to make derivative products or files.
- Bespoke designs we create for you remain our intellectual property unless we agree otherwise in writing. You may use the pieces we make for you without restriction.
- **Project photography.** We would love to show finished projects. We will ask before photographing or publishing your project and will respect any confidentiality you need. You may publish your project with our pieces, crediting Rollo Studio.
- **Confidentiality.** We keep your project information confidential and only share it with the people who need it to make and deliver your order.

15. Events outside our control

Neither of us is liable for delay or failure caused by events outside our reasonable control, such as natural disasters, fire, flood, epidemics, war, strikes by third parties, failures of carriers or suppliers that we could not reasonably avoid, or acts of public authorities. The affected party will tell the other promptly and do what it reasonably can to limit the effects. If the event lasts more than 8 weeks, either party may cancel the affected pieces that have not been dispatched; we then refund what you paid for them, less the reasonable costs of any custom work already done.

16. Personal data

We use the business contact details of your team only to manage the quote, order and our relationship, as explained in our [Privacy policy](#).

17. General

- If any part of these terms is found to be invalid, the rest remains in force, and the invalid part is replaced by a valid term as close as possible to its purpose.
 - If we do not enforce a right straight away, we can still enforce it later.
 - You may not transfer your rights under a contract to someone else without our written agreement.
 - You will not resell, export or deliver our pieces, directly or indirectly, to Russia, Belarus or any destination or person under EU sanctions. We may cancel an order, without liability, if we reasonably believe it would breach this.
 - We may update these terms. The version that applies to an order is the one we sent with the quote or that was on this page when the contract was made.
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18. Law and courts

These terms and every trade contract are governed by **Spanish law**. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply. The **courts of València (Spain)** have exclusive jurisdiction over any dispute, although we may also bring a claim in the courts of your registered office. These terms are available in English and Spanish; if there is a difference between the two, the Spanish version prevails.