

### **Applicability**

All sales, supplies and services are covered under the following Terms & Conditions. These conditions prevail over those of the buyers. Purchasing goods on our website implies the acceptance of these conditions.

### **Palainco**

"Palainco" refers to Palainco V.O.F., registered in the Trade Register of the Chamber of Commerce in Rotterdam, with number 65061667.

### **Offer and responsibilities**

Palainco collects and sells vintage (pre-owned) design items from the twentieth century.

- We do not claim that all objects are in mint condition, so please keep in mind that signs of aging and use might be visible.
- The description on the website in combination with the photographs should be suitably detailed to evaluate the products adequately. Slight deviations between what is described and/or depicted and the actual characteristics of the ordered product (e.g. differences in colour, due to settings of your computer screen or resolution) may occur.
- Therefore we ask customers to inspect the pictures, read the condition report and in case of uncertainty contact us by email and request additional photos or information regarding an item of interest.
- Payment of the product implies the approval of the state of the item, as described and shown on the website and/or illustrated in additional communication.
- To qualify the condition of the products Palainco uses the following categories: 'mint', 'excellent', 'very good' and 'good'. Only in exceptional cases, regarding very rare pieces of design, we offer products of which the condition could be considered 'average' or 'poor'.
- Our products are cleaned and checked for reliability and safety. Electrical wiring will be replaced if required. Palainco also sells lighting with original wiring, which might not be compliant with your local standards. If in doubt, Palainco recommends consulting a licensed electrician before use.

### **Reservation**

It's possible to take an option on a product with a maximum of 3 working days. During this period we will place this item 'on hold' in our web shop. Reservations can be made by email.

### **Buying process**

In case you are interested in a certain product you can 'Add item to cart' and if you would like to purchase the selected item(s) you can further 'Proceed to Checkout'. If your delivery address is known, you will immediately see the costs of shipping (with the exception of lamps that fall outside the standard sizes of our supplier of preference,; in these cases we will offer you upon request a suitable alternative). If you accept these costs, you can proceed further by adding your Billing details.

Before you place the order you are kindly asked to read and accept the Terms & Conditions. The last step before finalising the purchase regards the payment of the goods. Secure payment is managed by Mollie, our payment service provider. When all steps have been completed successfully you will receive an order confirmation via email. After your payment has been completed, you will see 'Mollie' listed on your bank statement.

### **Prices**

All prices are quoted in Euro (€) on the website. The prices include Value Added Tax (if applicable), but exclude the shipping costs, transaction costs, local taxes and import duties.

**Margin scheme for second hand goods**

The special margin scheme for second-hand goods applies to all products for sale on our website. The margin scheme taxes the difference between the sale price and our purchase price of the goods. The margin scheme is indicated on the invoice as "The purchased item is sold after special Dutch tax rules for used and vintage goods (margin scheme)", the VAT amount is not mentioned separately on the website nor on the invoice. The VAT on our items is therefore not deductible.

**Payment options**

The secure online payment methods as indicated in the footer of our website are made available on the website of Mollie, our payment service provider. We use: PayPal (paypal.com), credit card (Visa, MasterCard & Maestro), bank wire transfer (IBAN) and iDEAL (bank transfer within the Netherlands).

Orders paid through PayPal are raised with 3.4% cost over the total order and shipping costs. All orders paid by credit card are raised with 1.8% cost over the total order and shipping costs for customers in Europe and 2.8% for customers outside of Europe. These are the same costs PayPal respectively the credit card companies charge us for the acceptance of the payment.

Payment via wire bank transfer is only possible within Europe. It comes without additional costs, but it takes longer. *Please pay attention:* the system of Mollie, our payment service provider, only accepts payments if you transfer the exact amount and if you use the exact code which starts with RF (which you will find on the documentation you will receive after you have finalized the order).

Following a successful examination, the invoiced amount is automatically and immediately debited. Once the transaction is completed, we process your order within the specified delivery time.

**Acceptance**

Our goods are considered 'sold' as soon as we have received your payment.

**Sold out**

We always try to keep the information and stock on our website as updated as possible. However, if an object listed as available on palainco.com already has been sold to another customer we will contact you and make a full refund of your payment as soon as possible.

**Shipment**

Shipment of your order will take place within 3 working days after receiving your payment. Goods are shipped at the buyer's expenses and risk. The shipping costs depend on the delivery address and the size and weight of the order. The prices for transport are shown on the web shop. Our preferred suppliers are DHL and Post.NL.

All goods are professionally packed with protective materials; combinations of bubble wrap, cardboard and curled up paper balls for stabilising and obtaining the best shock absorbing protection in sturdy cardboard boxing. If requested or necessary, we can make wooden crates for shipping; the costs for making those are at the buyer's expense. Buyers are welcome to arrange their own shipping.

**Delivery**

Once we receive your payment, you will be informed about the details of the transport: the name of the courier, a track and trace number and the expected date of delivery. Palainco cannot be held liable for any potential delivery problems that may arise by the external carriers. Exceeding the term of a delivery does not entitle the customer to compensation or the right to cancel the order, unless the delay in delivery is such that the customer cannot be reasonably expected to maintain the agreement.

**Guarantee**

Our products are second-hand: no guarantee is provided.

**Returns**

Palainco will do their utmost to make sure that the products comply with reasonable requirements of usability and/or reliability subject to the description of the product in the web shop. It might nevertheless happen that you are not completely satisfied with your purchase. If that is the case, you may cancel the purchase within 14 calendar days.

First contact us by email: *do not send your purchase back until you have received our confirmation of the return*. You are required to cover return shipping and insurance. When we receive your return, the object must be in the same condition with all delivered accessories and in the same packaging as it was sent to you. When the return is accepted we will refund the amount paid excluding shipping costs within 14 calendar days upon receipt of the piece.

*Please note:* Palainco reserves the right to refuse returns or to pay only a portion of the amount where it is suspected that the products are used or damaged by the customer or third parties.

**Complaints**

Should you have a complaint, please don't hesitate and contact us within 3 calendar days by email or phone. Your complaint is for us an opportunity to optimise our service and we will do everything within our power to resolve the issue. *Do not send the object back before you have received our acceptance of the complaint*.

**Insurance**

All goods shipped by Palainco, are fully insured against theft, breakage, fire, short-handed, and plundering, at the buyers expense, unless otherwise instructed. Insurance price depends on the price of the goods bought by the buyer.

**Damages**

Although every effort will be made to secure safe arrival of goods, it may happen that goods are missing or damaged upon delivery. We advise to sign the receipt for delivery in good order only after you have checked the goods by opening the parcel.

In the case of damage, complaints should be reported to the carrier. In case of defect, please inform us, within 3 calendar days after receipt of the product, by email with a description and—if possible—some pictures of the damaged part. On receipt of your complaint, we shall follow the necessary procedures and will inform you accordingly.

**Force Majeure**

A breach of contract is excusable if contractual performance is hampered by a circumstance that was outside our control and which we could not have reasonably foreseen or taken into account at the time of conclusion of the agreement and the consequence of which we could not reasonably have avoided or overcome.

**Liability**

The customer is always responsible for compliance and ensures safe and responsible use of products purchased at [www.palainco.com](http://www.palainco.com).

Palainco cannot be held liable for damages resulting from the use of their products.

**Applicable law and competent court**

These terms and conditions are subject to Dutch law. All disputes fall under the exclusive jurisdiction of the District Court of Rotterdam, the Netherlands.