



[www.silentiumacoustics.nl](http://www.silentiumacoustics.nl)

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# TERMS AND CONDITIONS CORK

## PRICE LIST

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Prices are purchase prices in EURO excl. V.A.T and excluding freight. Freight costs will be charged per shipment based on volume.

## ORDER HANDLING

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Lead time for standard items varies from product to product, but an estimated lead time will be stated in the order confirmation.

## DELIVERY SCHEDULE

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The average delivery time for standard products is about 6-7 weeks depending on order size and current stock availability. Differing delivery times are noted under "Special stipulations".

Delivery on special products as well as large orders is agreed on a case by case basis. Should Silentium Acoustics learn that it is not possible to deliver the goods within the agreed period, the customer will be informed of the delay as soon as possible and informed of a new delivery date. If the delay exceeds 3 months and is due to force majeure, the customer is entitled to cancel the order. The customer is not entitled to make further claims to Silentium Acoustics or KERN Projektinrichting BV in cases of e.g. delay. Silentium Acoustics or KERN Projektinrichting BV cannot be held accountable for delivery problems in cases of force majeure. In these situations delivery schedules will be prolonged.

## DELIVERY

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The customer is obligated to check the packaging upon receipt of the goods and check that the number of packages corresponds to the delivery note. If goods and/or packaging are damaged upon receipt the responsibility to accept the order with reservation and to make a remark of this on the delivery note lies upon the recipient. Any damage incurred during transport must be reported directly to the haulage contractor no later than 48 hours after receipt.

## TOLERANCES

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Any color sample or samples can only be considered as a guide. Silentium Acoustics or KERN Projektinrichting BV cannot be held responsible for any differences between the sample colors and the delivered goods, as colors change naturally over a period of time. Variances are not considered to be defects. Environmental issues could cause slight variations on the measures and color of each piece.

## COMPLAINTS

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Any complaints must be filed in writing no later than 7 days after receipt of the goods in question. Any complaints received later than this date cannot be considered unless it is a question of manufacturing defects as stated in the Dutch State of Goods Act. Silentium Acoustics and KERN Projektinrichting BV has the right and duty to repair or replace the product in question. If Silentium Acoustics is unable to find a solution within reasonable time, the customer can make a written reduction demand. No further demands can be made to Silentium Acoustics or KERN BV as a result of defects.

## **PRODUCT LIABILITY**

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Silentium Acoustics or KERN Projektinrichting BV can only be held responsible for any material damage caused by its products if it can be proved that such damage is due to error or negligence on the part of Silentium Acoustics or KERN BV or of its employees. Silentium Acoustics and KERN Projektinrichting BV can in no way be held responsible for operational losses, loss of earnings or other financial consequences arising from such damage.

## **PAYMENT**

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Silentium Acoustics and KERN Projektinrichting BV reserves the right to demand full or partial advance payment. Delivered goods remain the property of Silentium Acoustics and KERN Projektinrichting BV until the full purchase price including delivery charges as well as interest payable on arrears is fully paid. Conditions of payment are stated on the invoice. If the purchaser does not pay in full on the due date, Silentium Acoustics and KERN Projektinrichting BV is entitled to charge interests payable on arrear at a rate of 2% per month or part thereof.

## **DISPUTES**

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Any and all disputes regarding this contract are to be resolved under Dutch Law. All legal proceedings are to take place at the local court of either Silentium Acoustics Projektinrichting BV or the customer, as decided by Silentium Acoustics / Kern Projektinrichting BV.

## **ALL RIGHTS RESERVED**

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Silentium Acoustics/KERN Projektinrichting BV is not responsible for any printing errors and price changes. We reserve the right to make changes or to terminate the manufacture of any model without prior notice.

## **CONTACT**

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"Silentium Acoustics" is a registered label of KERN Projektinrichting B.V.

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# TERMS AND CONDITIONS GREEN WALLS

## PRICE LIST

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Prices are purchase prices in EURO excl. V.A.T and excluding freight. Freight costs will be charged per shipment based on volume.

## ORDER HANDLING

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Lead time for standard items varies from product to product, but an estimated lead time will be stated in the order confirmation.

## DELIVERY SCHEDULE

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The average delivery time for standard products is about 6-7 weeks depending on order size and current stock availability. Differing delivery times are noted under "Special stipulations".

## DELIVERY

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The production/delivery is carried out only after payment of the entire invoice amount. Minimum order value for retailers is 500 EUR net per order (EU orders) and 5000 EUR (non-EU orders) (excluding shipping). Delivery costs are calculated based on expenses. For orders without the EU: 100% pre-payment when placing the order - if not agreed else.

## TOLERANCES

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## COMPLAINTS

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Any complaints must be filed in writing no later than 7 days after receipt of the goods in question. Any complaints received later than this date cannot be considered unless it is a question of manufacturing defects as stated in the Dutch State of Goods Act. Silentium Acoustics and KERN Projektinrichting BV has the right and duty to repair or replace the product in question. If Silentium Acoustics is unable to find a solution within reasonable time, the customer can make a written reduction demand. No further demands can be made to Silentium Acoustics or KERN BV as a result of defects.

## PAYMENT

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## PRODUCT LIABILITY

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Please note that our preserved plants and mosses maintain their typical odor. The initially intense odor will gradually decrease after production but is subject to individual perception of smell. This process can be accelerated on microbiological basis with the Deodorizer. Avoid high levels of air humidity (+60%) and very warm, dry air (< 30%) as well as direct heat (e.g. fireplace, heating, etc.). Do not water or spray our products! Constant UV radiation can lead to a premature fading of colours.

Silver moss products:

Our Silver moss is equipped with a coating of salt. This allows the moss to attract or release moisture depending on the humidity of the environment. If the reindeer moss becomes too hard, it can become more flexible again by increasing the humidity. The moss should not come into direct contact with water or be sprayed because it can dissolve the coating of salt and dry out the moss. When touched or contacted, the moss may leave small amounts of colour that can be washed out again.

## DISPUTES

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Any and all disputes regarding this contract are to be resolved under Dutch Law. All legal proceedings are to take place at the local court of either KERN Projektinrichting BV or the customer, as decided by Silentium Acoustics / Kern Projektinrichting BV.

## ALL RIGHTS RESERVED

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## CONTACT

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# TERMS AND CONDITIONS WALL DECORATION

## PRICE LIST

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Prices are purchase prices in EURO excl. V.A.T and excluding freight. Freight costs will be charged per shipment based on volume. For 1 or 2 rolls we charge 3%, for 3 or more rolls we charge 2% of the total amount.

## ORDER HANDLING

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Lead time for standard items varies from product to product, but an estimated lead time will be stated in the order confirmation.

## DELIVERY SCHEDULE

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The average delivery time for standard products is about 6-7 weeks depending on order size and current stock availability. Differing delivery times are noted under "Special stipulations".

Delivery on special products as well as large orders is agreed on a case by case basis. Should Silentium Acoustics learn that it is not possible to deliver the goods within the agreed period, the customer will be informed of the delay as soon as possible and informed of a new delivery date. If the delay exceeds 3 months and is due to force majeure, the customer is entitled to cancel the order. The customer is not entitled to make further claims to Silentium Acoustics or KERN Projektinrichting BV in cases of e.g. delay. Silentium Acoustics or KERN Projektinrichting BV cannot be held accountable for delivery problems in cases of force majeure. In these situations delivery schedules will be prolonged.

## DELIVERY

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## TOLERANCES

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## COMPLAINTS

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Any complaints must be filed in writing no later than 7 days after receipt of the goods in question. Any complaints received later than this date cannot be considered unless it is a question of manufacturing defects as stated in the Dutch State of Goods Act. Silentium Acoustics and KERN Projektinrichting BV has the right and duty to repair or replace the product in question. If Silentium Acoustics is unable to find a solution within reasonable time, the customer can make a written reduction demand. No further demands can be made to Silentium Acoustics or KERN BV as a result of defects.

## **PRODUCT LIABILITY**

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## **PAYMENT**

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## **DISPUTES**

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## **ALL RIGHTS RESERVED**

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## **CONTACT**

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# TERMS AND CONDITIONS LIGHTNING

## PRICE LIST

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Prices are purchase prices in EURO excl. V.A.T and excluding freight. Freight costs will be charged per shipment and are 6% of the order amount.

## ORDER HANDLING

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Lead time for standard items varies from product to product, an estimated lead time will be stated in the order confirmation.

## DELIVERY SCHEDULE

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The average delivery time for standard products is about 6-7 weeks depending on order size and current stock availability.

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