

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Scope and Application

These General Terms and Conditions of Sale and Delivery (hereinafter “**Terms and Conditions**”) shall apply to any transactions, or sale and delivery of goods purchased from Home Mavericks, Inc. (hereinafter referred to as “**Home Mavericks**”), regardless of whether this is a single transaction or series of transactions based on a separate definitive or related agreement between Home Mavericks and the customer. Any deviating conditions of the customer shall be excluded and shall only apply if expressly accepted by Home Mavericks and agreed in writing. These Terms and Conditions shall also apply to any future business transactions without need for express reference in each individual case, and shall take precedence over customer’s different general terms and conditions.

Individual agreements between Home Mavericks and the customer made in a particular case shall take priority. Such arrangements, as well as any amendments and supplements to, or other cancellation of an arrangement, must be in writing and signed by the parties to be effective. The same applies to the repeal of the requirement of written form.

Prices

Unless otherwise agreed in writing, the price list valid at any one time given shall apply.

All prices are agreed in writing and are quoted net exclusive of value-added taxes, unless otherwise specified in the Order confirmation and/or other relevant transaction documents. For the avoidance of doubt, other than for income and similar taxes, any and all taxes, duties, fees, and other charges which any relevant government entity or other applicable regulatory authority may impose arising from or in connection with the sale and/or delivery of the goods purchased from Home Mavericks shall be for the exclusive account of the customer.

Home Mavericks reserves the right to implement price adjustments. If, following the conclusion of the sale until delivery, costs change on account of factors which Home Mavericks is not responsible for and which were not foreseeable with reasonable certainty, such as, but not limited to, changes in raw material prices, other supplier’s price changes, currency fluctuations, or change in government regulations, the adjusted price shall then apply and upon customer’s request, Home Mavericks shall disclose the reasons for such price adjustments.

I. Payments, Default of Payment

Unless otherwise agreed in writing, invoices shall be paid within the period stated as follows, unless otherwise stated in the Order confirmation and/or other relevant transaction documents:

Furniture

-) For off the floor stocks: full payment upon signing of the Order Form, Estimate Sheet, or Invoice, whichever is earlier;
- i) For indent order items and items not on stock: fifty percent (50%) as downpayment and fifty percent (50%) in 90-day post-dated check for the balance, both upon signing of the Order Form, Estimate Sheet, or Invoice, whichever is earlier.

customer agrees to the “No Full Payment, No Delivery Policy” of Home Mavericks.

Window Covering Products (WCP)

-) For locally available products: fifty percent (50%) as down payment and fifty percent (50%) in 7-day post-dated check, both upon signing of the Order Form, Estimate Sheet, or Invoice, whichever is earlier;
- i) For indent products and parts not available on stock: fifty percent (50%) as downpayment and fifty percent (50%) in 60-day post-dated check for the balance, both upon signing of the Order Form, Estimate Sheet, or Invoice, whichever is earlier.

All payments to Home Mavericks shall be made without set-off, claims and/or deductions whatsoever, and shall be paid in the manner provided in paragraph 6, or, at Home Maverick’s option, through wire transfer to the account designated by Home Mavericks, and in Philippine currency, unless otherwise indicated in the Order confirmation.

Where applicable, customer shall make an advance payment of the purchase price as and by way of a non-refundable down-payment upon confirmation of the purchase and prior to the delivery of the goods purchased from Home Mavericks.

In case payment is not made within the period stated above, Home Mavericks shall have the right to suspend delivery and retain possession of the goods not yet delivered, and in all cases, the customer shall automatically be considered in default (without need of demand or notice) and shall consequently be liable to pay interest at the rate of five percent (5) per month until the total amount is fully paid. The right to suspend delivery and impose interest as herein provided shall be without prejudice to any other rights available to Home Mavericks under applicable laws, rules and regulations.

3. If, at any time prior to payment, it becomes clear that the customer may be unable to fulfill its obligations for any reason whatsoever in respect of the sale and delivery of the goods, Home Mavericks shall have the right to suspend delivery and retain the goods (where goods are not yet delivered) unless an adequate security acceptable to Home Mavericks is immediately given by the customer, and shall have a preferred lien over the goods purchased from Home Mavericks. Deliveries shall also be suspended if reasonable doubts exist concerning the customer’s creditworthiness or its ability to pay as a result of payments being delayed.

7. Quality of Goods, Information And Use, Guarantees

1. As regards the quality of the goods, only the agreed upon specifications shall apply. The customer shall be solely responsible for verifying that the goods are suitable for the desired purposes.
2. Information provided by Home Mavericks in writing, verbally or in any other form with regard to suitability, including application, processing or another use, as well as technical support offered are rendered to the best of Home Maverick’s knowledge; however, all these shall be deemed non-binding information only. The information shall not release the customer from verifying on its own account the suitability of goods delivered by Home Mavericks for the intended purposes. Application, processing and any other use of the goods are beyond Home Maverick’s control and shall therefore be the customer’s responsibility. Guarantees, particularly guarantees of quality shall be binding on Home Mavericks only to the extent that: (i) they are included in an offer or order confirmation, (ii) they are referred to expressly as “guarantee” or “guarantee of quality”, and (iii) Home Maverick’s duties from such guarantee are expressly stated.

Warranty and Liability

3. Home Mavericks guarantees the characteristics stipulated in the agreed specifications. All further guarantees extending beyond the contractual specifications are excluded. Home Mavericks does not warrant or guarantee the purpose of use of the goods intended by the customer.
4. The customer’s warranty rights shall be contingent on the customer having performed an inspection of the goods upon delivery and defects being duly notified to Home Mavericks. Consequently, the customer must verify the delivery immediately after it has been received.
5. Any warranty claims and claims for compensation of the customer shall be barred seven (7) calendar days following delivery date. Any agreements between the customer and its purchasers beyond the warranty claims agreed herein shall not affect Home Mavericks.
5. Any complaints or notification of defects shall be made in writing and specify the defect. Defects on account of incomplete delivery or other patent defects shall be communicated to Home Mavericks in writing without delay, or, at the latest within the period stated in the immediately preceding paragraph. Acceptance of goods shall not be refused on grounds of minor defects. Belated claims for defects shall be disallowed. The customer shall bear the cost incurred from the inspection of goods. Defective goods shall be made available to Home Mavericks for inspection on demand.
7. In case of justified and timely notice of defects and where the defects can be remedied, Home Mavericks shall remedy the defect at its own discretion either by rectification or by delivering a replacement. In case of defects, whether or not Home Mavericks is responsible, the customer shall have no right to terminate the sale.
3. The customer shall bear any reasonable cost incurred from an unjustified enforcement of warranty rights, and the same shall apply if Home Mavericks erroneously grants warranty rights without being obliged to do so.
3. In case of latent or hidden defects, the warranty obligation of Home Maverick shall not extend beyond the warranty period stated in the Order confirmation which period shall be reckoned from delivery and receipt of the goods.

20. For the avoidance of doubt, Home Mavericks shall only be responsible for any damage or liability caused solely and directly by it, and if attended with gross fault or negligence or willful acts, with intent to cause damage to life, limb or health of the customer.
21. Save as herein provided, Home Mavericks shall not be responsible for any and all liability arising out of, or in connection with, the sale and delivery of goods between Home Mavericks and the customer. For this purpose, customer holds Home Mavericks free and harmless from any and all such liabilities, whether direct or indirect.
22. In all cases, Home Mavericks shall not be liable to the customer for special, indirect, incidental or consequential damages. The term “consequential damages” shall include, but not be limited to, loss of actual or anticipated profits, loss of use, loss of revenue, loss of production, loss of business, loss of goodwill or reputation, cost of capital, and third party claims without the fault of Home Mavericks, including those caused by the supplier and agents of Home Mavericks.
23. Delivered goods must be inspected by the customer immediately upon receipt. Upon acceptance of the goods, the customer shall be deemed to have made the inspection and confirmed, to its satisfaction, that the goods are of the quality, quantity, performance, measurement and any other conditions it specified to Home Mavericks pursuant to the purchase of the goods, unless Home Mavericks receives a written notice of defects, including a reasonable justification and evidence within seven (7) days following receipt of the goods at their destination or, in case of hidden defects, immediately following discovery of the defect. Home Mavericks shall have the right to inspect the goods if a notice of defects has been issued.

VI. Delivery

24. Only the terms and date(s) of delivery stated in the order confirmation / conforme shall be binding. Partial deliveries shall be permitted, unless otherwise agreed. If the customer is in default with a liability or if it can be assumed that the customer will not be able to pay, Home Mavericks shall have the right to suspend deliveries until payment has been made, without prejudice to other rights and remedies of Home Mavericks under any applicable agreement or law.
25. In case of deliveries made within a shorter term of delivery than original agreed due to the requests or requirements of the customer, or in case of fixed date transactions, Home Mavericks may demand a surcharge, unless waived in writing by Home Mavericks. In case deliveries are to be made beyond the intended date of delivery (original or as prior extended, as the case may be) upon the request of customer, Home Mavericks shall charge the customer with a corresponding storage fee, provided, that, in no case shall Home Mavericks accommodate storage for more than one (1) month and from the supposed intended date of delivery. In the event that storage exceeds the one (1) month period, Home Mavericks shall have the right to deliver the goods purchased to the customer, who shall in turn have the sole responsibility of looking for an alternative warehouse or any space for the storage of the goods purchased. In any event, customer holds Home Mavericks free and harmless from any and all actions, liabilities, damages or suits arising from or in connection with the said forcible delivery of the goods to the customer.
26. In case of delayed delivery, Home Mavericks shall immediately notify the customer. The customer shall grant an appropriate grace period for delivery. Home Mavericks shall not liable for claims for compensation on the part of the customer and termination of the sale on account of delayed delivery unless the delay exceeds the specified lead time: **ten(10) working days for readily available furniture; three (3) to four (4) months for furniture in indent order; fourteen (14) working days for locally available window coverings; fourteen (14) weeks for window coverings in indent order**, provided, that, where damage is caused to the customer by reason of the delay, the amount of claims or compensation that the customer may recover shall be limited to fifty percent (50%) of the total contract price.
27. Goods which have been delivered to and received by the customer may only be returned within seven (7) days from receipt by the customer or its authorized representative, provided, that, Home Mavericks shall not refund any payment made by the customer (where payment has been made), but the customer may exchange the goods for another merchandise being sold by Home Mavericks, provided, further, that, the customer shall pay for the difference where the purchase price of the replacement goods is higher than price the original goods purchased.
28. Goods which are held in storage in accordance with the second sentence of paragraph 3 of these Terms and Conditions may be returned within thirty (30) days from the date of purchase or within seven (7) days from delivery and receipt of the goods, whichever comes first, subject to the conditions provided in paragraph 10 above.

VII. Force Majeure

29. Notwithstanding any other provisions to the contrary, Home Mavericks shall not be liable to the customer where the cause of delay is due to force majeure, or any event that is beyond the reasonable control of Home Mavericks, such as, but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, strikes, lockouts or other industrial action, delayed transport by the supplier wherever situated, or any other events of similar nature which prevents Home Mavericks from completing the delivery of the goods to the customer on the agreed delivery date.

VIII. Retention of Ownership

30. Notwithstanding delivery and acceptance of the goods by the customer, ownership of the goods shall remain with Home Mavericks until full payment of the purchase price, provided, that, the risk of loss shall pass to the customer upon receipt of the goods.

IX. Intellectual Property

31. Any and all intellectual property rights on or in connection with the goods delivered remain vested in Home Mavericks.
32. All documents (including offers) and notes handed over by Home Mavericks to the customer together with the products delivered, or otherwise made available to customer in any form whatsoever, must be treated in strict confidence by the customer and may not be disclosed in any way to third parties without prior written consent of Home Mavericks.
33. Insofar as Home Mavericks has delivered goods according to specifications, models or other documentation handed over by the customer, the customer guarantees that no intellectual property rights of third parties are infringed. If third parties prohibit Home Mavericks in particular from manufacturing and delivery such goods on the basis of intellectual property rights, Home Mavericks is entitled, without however being obliged to verify the legal situation, to cease to that extent any further activity for the customer. The customer undertakes moreover to indemnify Home Mavericks against all claims of third parties made in this connection and to provide compensation for all damage Home Mavericks suffers.

X. Miscellaneous

34. Any other provisions to the contrary notwithstanding, amendments and additions to these Terms and Conditions are valid only if they are made in writing. This applies likewise to any waiver of the requirement of the written form.
35. The customer shall not be entitled to assign any or all of its rights and obligations in connection with the sale and delivery of the goods without the prior written consent of Home Mavericks. On the other hand, Home Mavericks shall be entitled to assign any or all of its rights and obligations herein provided to an affiliated company.
36. In case one or more of the provisions contained in these Terms and Conditions shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
37. No waiver by Home Mavericks of any breach of these Terms and Conditions by the customer shall be held or construed to be a waiver of any other subsequent or antecedent breach thereof. Failure of Home Mavericks to exercise a remedy or to insist in the performance of any of the terms of the sale shall not be construed as abandonment, cancellation or waiver of such covenant. No waiver by Home Mavericks shall be deemed to have been made unless expressed in writing and signed by its authorized representatives.
38. A waiver by the customer of any breach of the terms of sale and/or these Terms and Conditions shall be deemed a waiver of any other subsequent or antecedent breach thereof. Failure of the customer to exercise a remedy or insist in the performance of any of the terms of the sale and/or these Terms and Conditions shall be construed as an abandonment, cancellation or waiver of such term.
39. These Terms and Conditions shall form an integral part of the terms of the sale of goods by Home Mavericks to the customer which shall be governed by Philippine law. Any dispute arising from or in connection with the sale and delivery of the goods contemplated herein, including the validity, enforceability or interpretation of these Terms and Conditions, shall only be brought before the appropriate court of San Juan, Metro Manila to the exclusion of all other courts elsewhere situated.