

ATELIER FRANSSENS

TERMS & CONDITIONS

The terms & conditions also cover our catalogue(s), emails and any other associated promotional activity.

1. ORDERS

When you have placed an order with us it will be deemed that you have read, understood and agreed to these 'terms & conditions'.

Check the quantities. Ordering proper quantities is essential, as we cannot guarantee an exact match between batches. We recommend ordering 5-10% extra tiles. Once production has begun, orders cannot be cancelled.

There is a 3 sqm minimum order.

Unless otherwise expressly agreed in writing, an agreed delivery date is not a deadline, but is simply by approximation and is otherwise entirely without obligation.

2. PRICES

All prices are in EURO (€).

The prices given in our offers and confirmations of order are ex warehouse, exclusive of VAT or import duties. VAT rate is 21%.

3. SIZE AND SHADE

Variations in colour, shade, tonality, white patches, texture and crazing are inherent characteristics of Atelier Franssens tiles and are not defects. Variation in facial dimensions and thickness will be allowed as per handcrafted products standards.

Our materials are to be considered natural hand-crafted products, and as such they may present differences in the declared size and those delivered. The same holds true for any difference in shade within the same lot. The above shall, therefore, not constitute grounds for a claim on the part of the customer, consequently the photos in catalogues and sample deliveries are likewise only indicative.

4. DELIVERY

The goods to be supplied by us are at risk of the customer from the moment at which the goods leave our warehouses or, on the event of supply through third parties, have left the plants or warehouses of those third parties. Should breakage or shortages occur, the purchaser shall request damages from the carrier. All articles are considered sold in full boxes. The cost of packing shall be charged in cost.

Delivery terms are to be considered indicative. Eventual delivery delays do not entitle customers to claim indemnity.

5. ITEMS NOT RECEIVED OR DAMAGED

In the unlikely event that a parcel arrives damaged or faulty please contact us immediately. After 5 working days we cannot accept any claims.

In case of claim the buyer should put the disputed material at Atelier Franssens at disposal for any defect checking. No claim will be accepted once the material has been installed. Damage caused by inappropriate installation, accident, misuse or improper maintenance is not covered by Atelier Franssens product warranty.

6. PAYMENT

A 50% deposit is required to confirm your order. The balance is due before order released. The goods will be released immediately after the payment has been received and cleared in full.

All invoices must be paid within thirty (30) days. In the event of late payment, a default interest of 8% per annum and a fixed compensation of 10% on the overdue amount is due, without prior notice of default being required, Atelier Franssens is entitled to discontinue the execution of its obligations arising from the agreement after a written reminder if the customer fails to fulfill his payment obligations and without this being a reason for the customer to claim damages.

7. PRODUCT IMAGES

Every effort has been made to accurately display products and colours on the website however colour can display differently due to your computer.

8. RIGHTS

All rights, including copyrights on the website remain with Atelier Franssens. Any use of content from this website is prohibited without our permission.

9. OUR POLICY

We strongly recommend hiring a licensed and bonded professional tile installer to install our hand-crafted product. It is important that you inspect your entire order to ensure that it is acceptable before installation. Installation constitutes acceptance. No claims can be made after installation of the tile.

Our tile is rated for indoor use only and not recommended for commercial flooring applications.

For best results and to achieve optimum distribution of color range and strategic blending, we highly recommend pulling tiles from multiple boxes simultaneously and lay the tiles out prior to installation.

Any question regarding color, design, size or quality must be resolved prior to installation.

10. LIABILITY AND DISPUTES

Atelier Franssens liability is in any case limited to the amount covered by the professional liability insurance company. More information about the full cover can be obtained upon request.

If the professional liability insurer does not cover the damage, for whatever reason, then Atelier Franssens cannot be held liable, either for contractual or extra-contractual liability, and will not owe any compensation to the customer. Atelier Franssens is in any case not liable for other damage than the purchase price of the goods, such as consequential damages.

These general conditions and the relation between Atelier Franssens and the customer are governed exclusively by Belgian law and disputes will be settled exclusively before the court of Bruges.

