

General Terms and Conditions

These pages contain information on the terms and conditions for purchases from MIDAN LTD. All orders are subject to our full terms and conditions (below). Nothing in these conditions affects your statutory rights as a buyer.

Conditions Applicable

Each agreement between Midan Ltd incorporated at 1/F, Sam Cheong Building, 216-220 Des Voeux Road Central, Hong-Kong herein after called the Seller, and the person who places an order, herein after called the "Buyer", is subject to this General Terms and Conditions of Midan Ltd. The Seller shall sell and the Buyer shall purchase the products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written or verbal order of the Buyer which is accepted by the Seller including but not limited to orders placed via e-mail, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

The Buyer cannot change any modality of these General Terms and Conditions without a written confirmation or addendum to this contract. These general terms and conditions are applicable to all transactions or any advice entered into with the Seller. Specific provisions that deviate from these terms and conditions shall not be binding unless they are agreed to in writing, and shall be valid only for those agreements to which they are applicable.

If any provision of these conditions is adjusted invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected. Specific provisions that deviate from these terms and conditions shall not be binding unless they are agreed to in writing, and shall be valid only for those agreements to which they are applicable.

Nothing of these conditions shall affect the Buyer's statutory rights as a consumer.

Any typographical or clerical or other error or omission in any sales literature, quotation, price list, invoice or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Signing the sales Contract

The Buyer is responsible to give all necessary instructions to the Seller at the time of placing an order. The Seller cannot be kept responsible to not deliver or deliver late the goods if the coordinates of the Buyer mentioned in the sales contract are not correct. Each order is placed under of acceptance of the Buyer. In all cases, the Buyer has to confirm the order by returning a signed sales contract or offer as per instruction of the Seller and an advance payment of 30% of the selling value of the goods. Any orders made according to these modalities can only be changed if both parties, namely Buyer and Seller, agree in written mentioning specifically the changes of the contract.

The Buyer cannot change or annulate any order without explicit and written agreement of the Seller. In this case the Seller will inform the Buyer on the costs of the change of annulations and the Buyer hereby accepts all extra costs for changes or annulations. These costs are, but not limited to, costs of storage, transportation, productions of non-standard material, costs of purchasing materials which cannot be used for other buyers, annulations costs of suppliers and all other costs related to changes or annulations of an order with approval of the Seller.

In case of a unilateral annulations or contract breach by the Buyer, the Seller will be entitled to a conventional and forfait amount of 30% of the amount of the sales Contract. The Seller does not have to prove any costs or any damage. This will still give the Seller the right to ask a higher indemnity if it is equitable.

Deliveries

The Seller shall use his reasonable endeavors to meet any agreed date for delivery. The Buyer shall have the full responsibility for ensuring that there is suitable delivery access for all Products that are ordered. The Seller accepts no responsibility for failure to deliver any items due to restricted access. Where a delivery date was agreed with our carrier but the Buyer or its mandatory isn't present to receive the delivery we reserve the right to charge the buyer a minimum of USD 25 to cover part of the cost of the failed delivery.

The Seller will inform the Buyers of any additional charge for delivery prior to order confirmation. Generally, when an order contains more than one item, all the items will be delivered at the same time once all items are available. Other than where the Buyer acts as a Consumer in the sense of Hong-Kong Law, the Buyer shall be deemed to have accepted the Product(s) five working days after delivery to the Buyer. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

The Seller preserves himself however the right for the supply do in periods and for all these periods an invoice will be made separately and they will be paid for the due day of these invoices, without taking into account all following supplies. After reception by the Buyer of goods who were sent under these conditions, the Buyer will follow these and in writing inform the Seller of possible complaints concerning shortages, lacks or damage, and he will follow the written directives given by the Seller, concerning what must happen. If the Buyer leaves behind to inform the Seller this way within 5 working days after reception of goods, such goods will be accepted definitively be considered such as in conformity with the modalities and conditions of sale and as irrevocable by the Buyer. Delivery or the product shall be made by the Seller or his agent notifying the Buyer that the products are available for collection at the Seller's premises or for delivery to such place as the Buyer may specify at the time the order is placed.

Payment

Goods are sold and are provided to the price which applies the moment the order is confirmed. The price excludes the costs for transport. At the moment of order an advance of 30% on the invoice amount is paid, unless the total invoice amount does not exceed 200 euro. In that case 100% of the total amount is due. The remaining 70% of the Price shall be due when the Seller notifies the Buyer that the products are ready for delivery. All payments occur on the bank account of the Seller in Hong-Kong. If the Buyer fails to make payment as required, the Seller may suspend delivery of the Products or any further Products ordered until payment is made in full. If it is to be valid, an objection to an invoice must be received in writing within eight days. All items will remain the property of the Seller until paid for in full.



For all other purchases, interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 2% per month and shall accrue at such a rate after as well as before any judgment.

Save as provided otherwise herein the Price shall be that as stipulated on the Seller's website or published catalogue current at the date of order of the Products. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, shipping, transport costs, fuel, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the contract upon written notice. If the Seller gives notice of price increase, the Buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the Seller within seven days of delivery of the notice of price increase to the Buyer.

Where products are on show by the Seller at the time the Buyer places an order, payment of the Price shall be due at the date of the order.

Goods

The Seller guarantees that the goods that are part of the contract will be in accordance to the description of the goods as said by the Seller to the Buyer. The Buyer accepts that, as each item available from the Seller is hand finished, there will be variations in color and texture within each piece.

Although reclaimed aged wood is used in the manufacture of the Products in order to minimize cracking, the Buyer accepts that some cracking or splitting over time is inherent to the nature of the traditional materials used and does not constitute a defect in the product of any kind.

Photographs shown on the Seller's website and catalogue are for illustrative purposes only, and may not exactly match the product itself. While every effort is made to ensure the accuracy of color reproductions, color may vary according to the setting of the Buyer's monitor, software of printer.

All measurements shown on the Seller's website and catalogue are approximate.

The quantity and description of the Products shall be set out in the Seller's quotation.

The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.

Return of goods

Under the regulations for selling or conclusion of the sale contract without simultaneous physical presence of Seller and Buyer (Distance Selling, Law of July 14th 1991, amended by Law of May 25th 1999) the Buyer has the right to cancel an order, without paying a fine and without giving a motive, within seven working days of delivery. The renegeing will only be effective on the exclusive condition that the Buyer informs the Seller by registered mail and the Product(s) are still in their original condition and packaging. In case of execution of this possibility, the Buyer will send the Product(s) back at ones own risk and expense. If the Buyer exercises his renegeing right, all money which he had paid will be refunded within 30 days.

The renegeing right does not apply for bespoke or personalized items ordered, and any deposit paid by the Buyer when ordering is non-refundable and shall not be refunded if the Buyer subsequently cancels the order.

Insofar as is permitted by law, the Seller's only liability to the Buyer under these terms and conditions will be, at the Seller's sole discretion, to make good any shortage or non-delivery, to replace or repair any goods which are received by the Buyer in a damaged or defective state or to refund to the Buyer any sums actually paid by the Buyer for the goods in question. The Seller will not be liable to the Buyer for any indirect or consequential loss or damage arising out of any problem the Buyer notifies to the Seller and will have no liability to the Buyer for any failure or delay in delivering goods or any damage or defect in goods delivered which is caused by any event or circumstances which is beyond the Seller's reasonable control.

Title and Risk

Risk or damage to or loss of the Products shall pass to the Buyer upon delivery according to the Incoterms 2000. Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received the total value mentioned on the sales contract in full.

General

The Seller shall not be liable for any delay or failure to perform any of its obligations of the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises, manufacturing plant or its agent's premises, breakdown of plant of machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. Any notice required or permitted to be given by either party to the other under the conditions shall be in writing and in the case of notices of the Seller, addressed to the Seller at its registered office or in case of notices of the Buyer, at the Buyer's address as provided to the Seller.

The headings of the clauses in these conditions are intended for reference only and will not affect the construction of these conditions. Both parties accept electronic evidence within the framework of their relation. No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement of communication or made verbally by any of the Agents or Employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

Law Of contract

This Contract shall be governed by the law of Hong-Kong and any dispute, question or remedy howsoever arising determined exclusively by the Courts of Hong-Kong.