#### **TERMS & CONDITIONS OF USE OF THE WEBSITE PAX BESPOKE**

Date of last update 15.06.2024

#### Terms of use

Access to and use of the website <u>https://paxbespoke.uk/</u> ("**Site**") is subject to the terms and conditions set forth in this document. Please do not use this Site unless you agree to these conditions.

The website <u>https://paxbespoke.uk/</u> is owned by Aconstantinesei Mihai, with headquarters in **3 Finchwood Road, Manchester, England, M22 4UW**, registered under no. 13879407 (hereinafter referred to as "**we**" or "**Pax Bespoke**").

We reserve the right at any time, without prior notice, to (i) cease operation of this Site or make any changes we deem necessary, or (ii) modify or supplement, in whole or in part, these Terms and Conditions.

Therefore, we ask that whenever you visit this Site, you review these Terms and Conditions and note any changes or amendments that may have been made since your last visit.

These Terms and Conditions govern the relationship between Pax Bespoke and you. They do not create any rights for third parties.

If you do not comply with these Terms and Conditions and we do not take immediate action, it does not mean we waive any rights we have (for example, the right to take action in the future).

If certain terms and conditions are found to be unenforceable or invalid, this will not affect the rest of the Terms and Conditions.

This Site provides information on the services provided by Pax Bespoke in connection with the personalization and bespoke manufacturing of furniture.

These Terms and Conditions do not cover the contractual relationship between you and Pax Bespoke in relation to the creation and purchase of furniture personalization services, for which separate contracts between you and Pax Bespoke will apply following your contact by a Pax Bespoke staff member and your visit to our dedicated showroom.

#### Use of the Site

Your interaction with us will initially be done by filling in the contact form on the Site, and Pax Bespoke staff will then contact you with proposals for your tailored solution provided by Pax Bespoke. Given our philosophy towards one-of-a-kind furniture and the way we understand how to approach requests for the creation of each unique piece. As each Pax Bespoke piece of furniture is 100% unique, in order to offer you the authentic Pax Bespoke experience, you will send us the

drawings of your space, the materials that will be used in the creation of the unique piece of furniture, as well as all the associated details.

We have been very careful to ensure that the items on our Site are presented as accurately as possible. However, color clarity will depend on your own personal monitor/device and therefore we cannot guarantee that the actual item will have the absolutely accurate color shown on the Site. Before placing an order, please read these Terms. A binding order for a Pax Bespoke furniture can be placed at the time of your visit to our showroom.

## **Sales Policy**

Access to place an order is open to everyone. Orders can be placed online, via the Website, by email at hello@paxbespoke.uk, or by telephone on +44 7939 990667 (or displayed on the Website). In the case of telephone orders, the order note and order form will also be sent by email to you.

For justified reasons, Pax Bespoke reserves the right to restrict access to any person to place an order and/or to use any of the accepted methods of payment.

# **Payment methods**

The methods of payment for services on the website are: cash on delivery, online payment or bank transfer.

Pax Bespoke reserves the right to cancel any order placed, upon prior notice to you, without any further obligation and without either party being entitled to claim damages or delivery of the product, if:

- Online payment of the transaction is declined by your card issuing bank;
- Online payment is invalidated by Pax Bespoke' approved payment processor;
- The data provided by you are incomplete and/or incorrect;
- In all other cases where there is good reason, e.g. when a derisory price is displayed in error.

## - Delivery

## **Return Policy**

Custom Pax Bespoke products cannot be returned, modified or exchanged and will be paid for in advance. For more details on personalised products please contact us on + +44 7939 990667 or hello@paxbespoke.uk.

In the case of products purchased online, the value of the returned product will be transferred to the Buyer's account, after receipt and proper evaluation of the returned product.

## **Exchange Policy**

In case you wish to exchange the purchased Pax Bespoke product, the exchange can be done directly in stores or online. A purchased product can only be exchanged for another product of the same or higher value.

#### When using this Site, you are obliged not to:

take any action that may result in encouraging, causing, helping, or carrying out any criminal, fraudulent, or illegal activity;

use this Site for any purpose other than personal use;

use the content of the Site other than to find out information about us and to communicate with us, and for any other purpose implied by the content of the Site;

advertise or promote your own or third parties' products or services, including by distributing unsolicited commercial communications;

transfer files containing computer viruses, trojans and/or not engage in any other activity that is harmful to this Site, its owner and/or its providers (e.g., hosting providers);

access or attempt to gain unauthorized access to any user accounts linked or associated with this Site or penetrate or attempt to penetrate the security measures of this Site; or

interfere in any way with any other person's access to or use of the Site.

All articles, details, documents and/or illustrations published on this Site are the exclusive property of Pax Bespoke and/or its partners and any use thereof is subject to the following conditions:

the provisions of Copyright Act and any other relevant legal provisions shall be observed;

use only for purely personal (domestic) purposes permitted by law, exploitation for commercial purposes of any kind is prohibited unless authorized in advance by Pax Bespoke;

the articles, details, documents, illustrations, trademarks and/or any other content of the Site are not modified in any way; and

use without taking out of context any aspects found on this Site (e.g., illustrations obtained from this Site should only be used in conjunction with the accompanying text, etc.).

#### Trademarks and copyright

All trademarks on this Site are the property of Pax Bespoke and/or its partners, unless otherwise noted or third-party rights may otherwise be implied.

Any unauthorized use, including, but not limited to, copying, reproducing, using, transmitting, selling, licensing or distributing, without the prior written consent of Pax Bespoke, the content of this Site, the trademarks on this Site or the software code of elements of this Site, for any purpose other than for personal use, is expressly prohibited and may constitute an infringement of copyright, trademark law or other industrial property rights.

# Limited liability

We endeavor to continually update the information available on the Site, but we assume no obligation to do so.

The information on this Site is solely for the purpose of presenting Pax Bespoke services and other related matters.

Pax Bespoke makes no representations, warranties or guarantees, and assumes no liability, express or implied, for the completeness, accuracy or updated nature of the information on this Site. We therefore recommend that you verify any information you obtain from this Site before using it in any form.

Pax Bespoke shall not be liable for any damages or injury resulting from access to or inability to access or use or inability to use this Site or from any person relying on or using in any way the information available on this Site.

Further, nothing on this Site shall constitute a binding offer to contract and Pax Bespoke shall not be liable in the absence of express subsequent agreements by us.

# Websites of third-party providers/links

This Site may contain links/references to third-party websites. By providing such links, Pax Bespoke does not guarantee its content and does not in any way endorse its content.

Pax Bespoke also takes no responsibility for the availability or content of these websites or any liability for damage or injury resulting from the use of such content in any form whatsoever.

Pax Bespoke makes no warranty that external websites referred to through this Site will always contain information of sufficient quality. Users access such sites at their own risk.

## Details provided by you

The user of this Site is fully responsible for the content and accuracy of the details they submit to Pax Bespoke via the dedicated form required to be completed to make an appointment in the Pax Bespoke showroom, or via any other contact methods, and for not respecting any third-party rights that may be involved in such details.

All information provided by users is and will remain confidential. For more information, please read our Privacy Policy on the processing of personal data, available at <u>Paxbespoke Privacy Policy</u>.

The site uses cookies, our Cookie Policy, which respects privacy, is available for consultation.

## **Questions or complaints**

If you have any questions, complaints, or comments about this Site you can contact us by email admin@paxbespoke.uk or phone +44 7939 990667.