



MURANTI

# GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

VERSION 2.0

LAST UPDATED: 21 OCTOBER 2026

MURANTI – registered trademark of Serenity Approach, Lda.

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These Terms and Conditions are provided to the Client as an attachment to each commercial proposal or proforma invoice, of which they form an integral part, and are permanently available at [www.muranti.com](http://www.muranti.com). They apply to each Order accepted by MURANTI, without prejudice to specific conditions expressly agreed in writing in accordance with clause 1.3 and, where the Client is a Consumer, to the rules set out in clause 25 and mandatory consumer-protection provisions.

## **1. IDENTIFICATION, SCOPE AND CONTRACTUAL HIERARCHY**

1.1. For the purposes of these Terms and Conditions, “MURANTI” means Serenity Approach, Lda., which markets the MURANTI brand; “Client” means the natural or legal person purchasing the products or services, with “B2B Client” meaning a Client acting within the scope of its commercial or professional activity, including a Trade Client, and “Consumer” meaning a natural person acting for purposes outside such activity; “Order” means the proposal, order confirmation, proforma invoice, accepted purchase order and technical documents which, together, define the supply.

1.2. These Terms apply to the sale and supply of furniture, lighting, objects, accessories, customised products and special projects marketed under the MURANTI brand, as well as, where expressly contracted, technical development, transport, installation and associated services.

1.3. In the event of any conflict, the following order of precedence shall apply: (i) specific conditions expressly agreed in writing in the proposal or order confirmation; (ii) drawings, specifications, samples and Order approval documents; (iii) these Terms and Conditions; and (iv) other general commercial documents issued by MURANTI.

1.4. Clauses, penalties, retentions, back-charges, extended warranties, SLAs or other conditions contained in the Client’s documents, or in contracts between the Client and third parties, shall bind MURANTI only where expressly accepted in writing by MURANTI. The issue of an order confirmation, invoicing or commencement of performance by MURANTI shall not constitute acceptance of such conditions.

1.5. Clauses and sections identified as “B2B” apply only to B2B Clients. Consumers are subject to the remaining provisions of these Terms, with the specific rules of clause 25 taking precedence over any other provision.

## **2. ORDER CATEGORIES**

2.1. Orders may fall into one of the following categories, as stated in the proposal or result-

-ing from their content: (a) "Collection Order", for products from the MURANTI collection in the dimensions, materials and options offered by the brand; (b) "Customized Collection Order", for collection products subject to changes in dimensions, materials, finishes, configuration or other elements; and (c) "Special Project / Bespoke Order", for new products or development substantially outside the collection.

2.2. MURANTI products are generally made to order. The fact that a product is manufactured after the Order is placed does not, in itself, alter its classification as a Collection Order, Customized Collection Order or Special Project.

2.3. Unless expressly stated otherwise, a Customized Collection Order remains a MURANTI product and does not entail any transfer to the Client of intellectual property rights in the original design or its adaptations.

### **3. PROPOSALS, PRICES AND FORMATION OF THE ORDER**

3.1. Unless otherwise stated, proposals are valid for 30 days and are based on the quantities, specifications, drawings, finishes, materials, delivery conditions and other information available on the quotation date.

3.2. Prices are stated in euros unless otherwise indicated and exclude VAT, taxes, customs duties, import charges, transport, installation, storage, on-site works or other services, except where expressly included in the proposal. In sales to Consumers, communicated prices include VAT and other applicable taxes, while transport, delivery, installation and other service costs, where applicable, are stated separately before the contract is entered into.

3.3. An Order shall be deemed accepted only after (i) written acceptance of the proposal or proforma invoice by the Client, with express reference to these Terms and Conditions, (ii) written confirmation by MURANTI, and (iii) receipt of the agreed initial payment in cleared funds or, in the case of a Consumer, the payment provided for in clause 25.9, unless the proposal establishes a different order-placement mechanism. Acceptance by email or through an electronically identifiable platform shall constitute written acceptance. The initial payment is a payment on account of the price and shall not constitute earnest money unless otherwise agreed in writing.

3.4. Manifest clerical errors, omissions, inconsistencies or material changes in the underlying information may result in correction of the proposal before production begins. MURANTI shall submit any material change in price or lead time to the Client for approval.

3.5. The current price list supersedes previous versions for new Orders. No subsequent change to the price list shall affect an Order that has already been validly confirmed, unless the Client requests a change in scope.

#### **4. PAYMENTS, LATE PAYMENT AND RETENTION OF TITLE**

4.1. As a standard commercial reference, MURANTI operates on the basis of a 50% initial payment and 50% prior to dispatch or collection. Each Order may provide for different percentages, milestones or payment schedules, which shall prevail where expressly agreed. Sales to Consumers are governed by clause 25.9.

4.2. MURANTI may suspend development, procurement, production, delivery or installation for so long as any due amount remains unpaid. Any such suspension shall extend the affected deadlines and may result in reasonably incurred additional costs.

4.3. In B2B commercial transactions, late payment shall give rise to the statutory commercial late-payment interest and the statutory minimum compensation for recovery costs, without prejudice to the right to claim higher reasonable costs where permitted.

4.4. Title to the products shall remain with Serenity Approach, Lda. until all amounts due in respect of the Order have been paid in full, without prejudice to transfer of risk under the applicable delivery clause.

4.5. A claim shall not suspend payment of undisputed amounts. Any withholding related to an alleged non-conformity must be proportionate and comply with applicable legal limits.

4.6. In B2B relationships, if any due amount remains unpaid for 30 days after its due date, MURANTI may serve notice requiring the Client to pay within an additional period of 8 days, failing which the Order may be terminated. If payment is not made within that additional period, MURANTI may terminate the Order by written notice, claim the amounts provided for in clauses 5.4 and 5.5 and freely dispose of the products, crediting against the amount outstanding the payments received and the net proceeds obtained from the products and refunding any excess to the Client.

#### **5. CANCELLATION AND SUSPENSION AT THE CLIENT'S INITIATIVE — B2B**

5.1. MURANTI production is planned specifically for each Order and may involve, from confirmation onwards, development, reservation of capacity, procurement of materials and commitments to suppliers.

5.2. A B2B Client may cancel the Order by written notice within 48 hours following confirmation of the Order.

5.3. If the Order is cancelled within that period, MURANTI may retain a cancellation fee of up to 10% of the total Order value, having regard to the work, capacity and resources already mobilised, plus external costs or non-recoverable commitments not already reflected in that fee.

## **7. CHANGES AND CHANGE ORDERS**

7.1. Any request for change after confirmation of the Order or after an approval is subject to technical feasibility and the stage of production.

7.2. Changes shall only be implemented after written confirmation by MURANTI and acceptance by the Client of the corresponding impact on price, schedule, materials, quantities and other conditions, by means of a Change Order or equivalent communication.

7.3. While a material change is pending the Client's decision, MURANTI may suspend the affected activities, with a corresponding adjustment to the schedule.

## **8. MEASUREMENTS, CLIENT INFORMATION AND SUITABILITY FOR THE PROJECT**

8.1. Where MURANTI manufactures on the basis of measurements, drawings, files, specifications or instructions supplied by the Client or by third parties appointed by the Client, the Client is responsible for their accuracy, completeness and compatibility with the installation site.

8.2. MURANTI shall not be liable for incompatibilities, rework or costs arising from incorrect, incomplete or outdated measurements or information supplied by the Client, without prejudice to any errors demonstrably attributable to MURANTI itself.

8.3. Where MURANTI carries out a site survey or measurement, it shall be responsible for exercising due care in the measurements taken under the conditions existing and accessible on the date of the visit. Subsequent changes to the works, concealed elements or inaccessible conditions must be notified by the Client.

8.4. Unless expressly contracted otherwise, MURANTI drawings are product or production drawings and do not replace architectural, structural engineering, specialist services or statutory certification documents for which the relevant designers and consultants remain responsible.

## **9. MATERIALS, FINISHES, SAMPLES AND NATURAL VARIATIONS**

9.1. Photographs, renders, samples and digital images are representative references. Wood, natural veneer, stone, leather and other natural materials inherently vary in grain, tone, texture, porosity, markings and pattern, and such variations do not constitute defects where consistent with the nature of the material and the approved sample.

9.2. Minor dimensional, alignment or finish variations inherent in handcrafted 9.2. Minor

dimensional, alignment or finish variations inherent in handcrafted manufacturing are acceptable within the tolerances indicated in the approved drawings or, where none are stated, within reasonable industry and material tolerances.

9.3. MURANTI may introduce non-material technical or construction improvements that do not substantially alter the agreed design, function, quality or performance. Material changes to the approved configuration require the Client's agreement.

9.4. Colour differences between screens, photographs, print and physical materials do not constitute a guarantee of exact colour matching. Where colour is critical, an appropriate physical sample must be approved before production.

## **10. CLIENT-SUPPLIED MATERIALS — COM/COL AND OTHERS**

10.1. Fabrics, leathers, hardware, equipment, stone or other materials supplied by the Client must arrive properly identified, in good condition and in sufficient quantity within the period indicated by MURANTI.

10.2. Fabric and leather consumption figures communicated by MURANTI are estimates based on materials without pattern repeat, pattern or special characteristics unless otherwise stated. Patterns, stripes, narrow widths, nap direction or other characteristics may require additional quantities.

10.3. The Client assumes the risk of defects, incompatibilities, variations, delays or insufficiency in materials supplied by the Client, except where MURANTI has expressly accepted in writing specific responsibility for checking them.

10.4. Third-party components and mechanisms may be subject to the specifications and warranties of their respective manufacturers, without prejudice to any obligations expressly assumed by MURANTI.

## **11. PRODUCTION LEAD TIMES**

11.1. For routine Orders, MURANTI may indicate an approximate lead time of 8 to 10 weeks as a commercial reference. As production is made to order, the lead time applicable to each project shall be the period stated in the proposal or Order confirmation.

11.2. Unless a fixed guaranteed date is expressly stated, communicated lead times and dates are good-faith estimates and depend on complexity, approvals, availability of materials, logistics and production capacity.

11.3. Delays by the Client in payments, approvals, provision of materials, information, site access or decisions shall automatically extend the schedule by the period of impact and

by the time reasonably required to reschedule production.

11.4. MURANTI shall notify the Client of any material delays of which it becomes aware and shall use reasonable efforts to minimise them. Delays by suppliers or carriers, or other events outside reasonable control, shall be dealt with under the force majeure clause.

## **12. DELIVERY, EXW, RISK AND TRANSPORT**

12.1. Unless a different condition is expressly stated in the proposal, B2B Orders are made available EXW – premises in Carvalhosa, Paços de Ferreira, Portugal – Incoterms 2020.

12.2. Under EXW terms, the Client arranges and bears the costs of collection, transport, insurance, formalities and final delivery, with risk passing in accordance with the agreed Incoterm.

2.3. At the Client's request, MURANTI may provide a quotation for transport through an external carrier. Scope, insurance, exclusions, unloading, inside delivery, assembly and other services shall only be deemed included where expressly described.

12.4. Where transport is arranged by MURANTI on behalf of the Client, MURANTI shall exercise due care in selecting and coordinating the carrier but does not guarantee events outside its direct control. Liability for transport damage shall be determined in accordance with the applicable Incoterm, insurance and legal rules.

12.5. The consignee must inspect the packaging upon delivery and record on the transport document any visible damage, puncture, crushing, moisture or other irregularity, preserving the packaging and photographic evidence for any claim.

12.6. For deliveries to B2B Clients in another Member State of the European Union, the Client must provide, prior to collection, a VAT identification number valid in the VIES system and, by the 10th day of the month following delivery, the written statement and evidence of transport required by Article 45a of Council Implementing Regulation (EU) No 282/2011. For deliveries to third countries, the Client must provide proof of export. If such evidence is not provided within the stated time limits, MURANTI shall charge Portuguese VAT, which the Client shall be required to reimburse, together with any interest and charges incurred by MURANTI.

## **13. STORAGE FOLLOWING COMPLETION**

13.1. When the Order is complete and ready for collection or dispatch, MURANTI shall notify the Client in writing. Unless otherwise agreed, 30 calendar days of free storage shall be provided from the date of that notice.

13.2. From the 31st day, a storage charge of EUR 2.00 per m<sup>2</sup> of floor area actually occupied

by the packaged products, per calendar day, plus VAT, shall apply, subject to a minimum of EUR 50.00 per week and per Order.

13.3. The charge shall accrue until the actual date of collection or dispatch and must be paid in full, together with all other due amounts, before the goods are released or loaded.

13.4. Extraordinary costs of handling, repacking, additional protection or transfer to external storage made necessary by the Client's delay may be invoiced separately.

13.5. Prolonged delay in collection does not impose an unlimited storage obligation on MURANTI. If the products have not been collected within 90 days of the notice referred to in clause 13.1, MURANTI may serve notice requiring the Client to collect them within an additional period of 15 days, failing which the contract may be terminated. If the products remain uncollected at the end of that period, MURANTI may terminate the contract and sell the products, crediting the net proceeds against the amounts outstanding and refunding any excess to the Client.

#### **4. INSTALLATION AND SITE CONDITIONS**

14.1. Installation is included only where expressly identified and priced in the proposal. Its scope, team, duration, working hours and excluded works must be defined in writing.

14.2. The Client must provide, at its own cost and before mobilisation, free and safe access, permits, authorisations, credentials, health and safety conditions, power, lighting, lifts or lifting equipment, parking and any other conditions reasonably necessary to perform the works.

14.3. The Client must confirm in advance the dimensions of doors, corridors, stairs, lifts and access routes. Costs arising from inadequate access, an unprepared site, waiting time or remobilisation may be invoiced additionally.

14.4. MURANTI shall not be liable for concealed structures, unidentified installations, unsuitable walls or floors, moisture, site changes made by third parties or other site conditions not attributable to its team.

14.5. Where installation is carried out by MURANTI, it shall be liable for direct damage demonstrably caused by fault of its team within the scope of the contracted works, subject to the legally permissible limitations set out in these Terms.

#### **5. INSPECTION, ACCEPTANCE AND CLAIMS — B2B**

15.1. The B2B Client must inspect the products as soon as reasonably possible after receipt

and, where installation is carried out, participate in the final inspection or appoint a representative with authority to do so.

15.2. Shortages, transport damage or immediately visible irregularities should ideally be notified to MURANTI in writing within 48 hours after receipt, accompanied by photographs of the packaging and product and the available transport documents, in order to preserve the possibility of a claim against the carrier or insurer.

15.3. Other apparent non-conformities identified after unpacking must be notified in writing as soon as detected and preferably within 7 calendar days. Latent defects must be notified without delay after discovery and within the applicable warranty period, without prejudice to mandatory statutory time limits.

15.4. The notice must identify the Order, product reference, objective description of the issue and appropriate evidence. MURANTI may request an inspection, additional information or access to the product before determining the solution.

15.5. Minor outstanding items that do not prevent substantial use of the overall supply shall not justify rejection of conforming products in their entirety or disproportionate withholding of payments.

## **16. B2B COMMERCIAL WARRANTY AND CARE REQUIREMENTS**

16.1. Unless a different period is expressly agreed in the proposal, MURANTI grants B2B Clients a 12-month commercial warranty from delivery of the products or, where installation is carried out by MURANTI, from completion of that installation.

16.2. The commercial warranty covers defects in materials, components or manufacturing attributable to MURANTI under normal conditions of use and does not cover normal wear and tear; transport damage after transfer of risk; misuse; abuse; accident; overloading; inadequate maintenance; improper cleaning; unsuitable humidity or temperature; outdoor exposure where not specified; unauthorised alterations or repairs; or natural characteristics of materials described in these Terms.

16.3. The Client must comply with the Care & Maintenance Guide and any specific instructions supplied with the product. Failure to comply with those instructions shall exclude from the warranty only damage causally related to such failure.

16.4. This B2B commercial warranty is granted without prejudice to any rights that cannot lawfully be excluded by contract under applicable law.

## **17. ASSESSMENT OF NON-CONFORMITIES AND REMEDIES**

17.1. Upon receipt of a properly documented claim, MURANTI shall have the right to inspect,

test and determine the cause of the alleged non-conformity before any third-party intervention is carried out, except in a duly justified urgent situation.

17.2. Where a defect attributable to MURANTI and covered by the warranty or contractual liability is confirmed, MURANTI may, having regard to the nature and proportionality of the case, elect to repair, rework or replace the affected product or component, without prejudice to any applicable mandatory rights.

17.3. Replacement of an entire Order, refund of the price or unilateral engagement of third parties at MURANTI's expense are not automatic remedies and shall be assessed in light of the law, proportionality and MURANTI's opportunity to remedy the issue.

17.4. Where reasonable, MURANTI may require return of the defective item or access to the site for repair. Allocation of dismantling, access, transport and reinstallation costs shall depend on the cause of the defect and the contracted terms.

## **18. LIMITATION OF LIABILITY — B2B**

18.1. Subject to clause 18.3, MURANTI's aggregate contractual liability to B2B Clients for breach, delay or defective performance in relation to an Order shall be limited to the net price, exclusive of VAT, of the products or services directly affected by the event giving rise to the claim.

18.2. Subject to clause 18.3, MURANTI shall not be liable to B2B Clients for indirect or consequential loss, loss of profit, revenue, occupancy, production, opportunity, reputation or contracts, third-party penalties, project-delay costs or loss of business.

18.3. The limitations and exclusions of liability set out in this clause and elsewhere in these Terms shall not apply: (i) in cases of wilful misconduct or gross negligence by MURANTI, its representatives or assistants; (ii) to damage to life, physical integrity or health; (iii) to MURANTI's non-contractual liability; (iv) to Consumers; or (v) to any other liability that cannot lawfully be excluded or limited.

## **19. INTELLECTUAL PROPERTY IN THE MURANTI COLLECTION**

19.1. The designs, models, forms, drawings, photographs, renders, catalogues, names, trademarks, logos, 2D/3D files, details and other content of the MURANTI collection shall remain the property of Serenity Approach, Lda. or the respective owners/licensors.

19.2. Purchase of a MURANTI product does not grant the Client any licence to reproduce, manufacture, have manufactured, copy, digitise, create derivative models from or commercially exploit the design of the product, except with written authorisation.

19.3. A Customized Collection Order, including changes to dimensions, materials, finishes or configuration, does not transfer to the Client any rights in the MURANTI design or its

adaptation, unless specifically agreed in writing.

19.4. The Client may not provide MURANTI technical drawings, 3D files, samples, prototypes or technical information to third parties for reproduction or manufacturing purposes without prior written authorisation.

19.5. Use by dealers, resellers, designers or other professionals of the MURANTI trademark, name, images, content, files, marketing materials and other MURANTI assets is subject to the rules set out in section 22 of these Terms and to any brand guidelines communicated by MURANTI.

## **20. SPECIAL PROJECTS: CLIENT DESIGNS AND TECHNICAL DEVELOPMENT**

20.1. Where a Special Project is developed from a concept, design, drawing or original specification supplied by the Client or by a third party appointed by the Client, pre-existing rights in that material shall remain with their respective owner.

20.2. The Client represents that it owns, or is duly authorised to use and have manufactured, the designs, trademarks, drawings, models and specifications it supplies to MURANTI and shall be responsible, to the extent legally permissible, for third-party claims resulting from the absence of such authorisation.

20.3. Unless otherwise agreed in writing, the pre-existing know-how and technical development created to make the product manufacturable shall remain the property of Serenity Approach, Lda., including shop drawings, construction solutions, technical details, processes, production files, CAD/CAM, moulds, tools and methodologies.

20.4. Where necessary, the Client is granted a limited licence to use the technical drawings supplied for the installation, use and maintenance of the specific Order. Their use for manufacturing by third parties or for additional units requires specific written authorisation.

## **21. PHOTOGRAPHS, PORTFOLIO AND CONFIDENTIALITY**

21.1. Each party shall treat as confidential the other party's technical and commercial information identified as confidential or which, by its nature, should reasonably be regarded as confidential.

21.2. Unless there is an NDA, express confidentiality obligation or written request from the Client communicated before disclosure, MURANTI may photograph the products during production, installation or after completion and may use lawfully obtained images for its portfolio, website, social media, presentations, catalogues, press and corporate communications.

21.3. MURANTI shall not disclose, without authorisation, commercially sensitive information, prices, confidential drawings, unnecessary personal data or project information whose disclosure is legitimately restricted.

21.4. Where taking photographs requires access to property belonging to the Client or a third party, such access and the relevant authorisation must be agreed with the person responsible for the premises.

21.5. MURANTI processes the personal data of the Client and of its representatives and employees for the purposes of performing the Order, complying with legal obligations and, with consent, commercial communications, in accordance with Regulation (EU) 2016/679 and the privacy policy available at [www.muranti.com](http://www.muranti.com).

## **22. DEALERS, RESELLERS AND TRADE CLIENTS**

22.1. A Trade Client means any dealer, reseller, showroom, store, specification agent, design professional, procurement professional or other professional entity to which MURANTI grants professional commercial terms. Opening or maintaining a Trade account does not, in itself, confer any exclusivity, representation, agency or vested right to future terms.

22.2. MURANTI may request corporate details, VAT number, trade references, information concerning the showroom, sales channels, website, digital presence and other information reasonably necessary to assess, open or maintain a Trade account. Eligibility, discounts, credit limits and other commercial terms may be reviewed for future Orders on the basis of objective commercial criteria, without affecting Orders already confirmed.

22.3. Unless otherwise agreed in writing, the Trade Client acts on its own account and in its own name and is solely responsible to its end customer for resale terms, invoicing, collections, measurements, project information and obligations it assumes beyond those expressly accepted by MURANTI. The Trade Client has no authority to bind MURANTI, provide warranties on its behalf or assume commitments exceeding these Terms.

22.4. Trade price lists, professional discounts, margins, special terms, purchase prices, confidential proposals and equivalent commercial information are confidential and intended exclusively for the Trade Client to whom they are communicated. The Trade Client must not publish or disclose MURANTI purchase prices or confidential terms, except where necessary to its professional advisers who are subject to a duty of confidentiality or where required by law.

22.5. The Trade Client independently determines its resale prices and conditions. MURANTI may communicate recommended retail prices, reference prices or maximum prices where legally permissible, but such indications do not constitute minimum or fixed resale

resale prices and do not restrict the Trade Client's commercial autonomy.

22.6. While maintaining an authorised Trade account, the Client is granted a limited, non-exclusive, revocable and non-transferable licence to use the MURANTI name, trademarks, logos, official images and marketing materials solely to promote and resell genuine MURANTI products and in accordance with communicated brand guidelines. Material alteration of logos, images, renders, product names or design credits is not permitted without written authorisation.

22.7. The Trade Client must present MURANTI products accurately and without misleading statements, use up-to-date descriptions and specifications, clearly identify the brand when marketing MURANTI products and refrain from creating the impression that it is MURANTI itself, a subsidiary, agent or exclusive distributor where this has not been agreed in writing.

22.8. Online sales by a Trade Client must meet standards of presentation, product information, customer service and brand identity reasonably equivalent to those required in physical channels. Use of third-party marketplaces, platforms that conceal the seller's identity or other specific digital channels may be subject to MURANTI's prior written authorisation to the extent permitted by applicable competition law; such a requirement shall not be interpreted as prohibiting the effective use of the Internet for legally permitted sales.

22.9. The Trade Client may not register, acquire or use as a corporate name, trade name, domain, subdomain, social media account, identity keyword or other identifier any MURANTI trademark or confusingly similar sign without written authorisation. Any authorisation shall cease upon termination of the commercial relationship, without prejudice to rights already acquired by third parties in good faith.

22.10. No territorial, channel, customer or project exclusivity exists unless specifically agreed in writing. Any rules relating to territories, customer groups, selective distribution, active sales or channels shall be interpreted and applied only to the extent permitted by applicable competition law.

22.11. MURANTI may make available a project registration or commercial protection mechanism to reduce channel conflicts. Project protection exists only where expressly confirmed in writing by MURANTI for the project, customer, territory, products and period stated in that confirmation. A mere request for quotation, specification or introduction of a contact does not create exclusivity or any entitlement to commission.

22.12. Where project protection is granted, the Trade Client must maintain reasonable commercial activity, provide sufficient information to identify the project and communicate relevant changes. Protection may expire in accordance with terms communicated by MURANTI, including as a result of prolonged inactivity, loss of the project, material change in scope or breach of applicable conditions.

22.13. Samples, material boxes, special catalogues, display pieces and other materials made available on loan remain MURANTI's property and must be properly cared for and returned upon request unless sold or otherwise invoiced. Replacement costs for materials lost or damaged beyond normal wear and tear may be charged.

22.14. Pieces intended for showroom, display or exhibition may benefit from specific commercial terms stated in the relevant proposal. Unless otherwise agreed, they may not be presented as new products for sale without appropriate disclosure where they show wear, have been used or have been altered. The Trade Client is responsible for the care, assembly and safe presentation of the pieces at its premises.

22.15. Claims relating to resold products must be submitted to MURANTI by the Trade Client with the documentation required under these Terms. The Trade Client's obligations towards the consumer or end customer arise from the legal relationship between those parties and do not automatically extend MURANTI's obligations beyond what MURANTI has contracted or what is mandatorily required by law.

22.16. The Trade Client may not modify products, remove relevant labels or identifiers, alter components, replace materials, carry out structural repairs or present modified products as original MURANTI products where such changes may affect safety, compliance, performance, warranty or product identity, unless authorised in writing or performed through a technically appropriate intervention clearly communicated to the end customer.

22.17. MURANTI may suspend acceptance of new Trade Orders, revise future commercial terms or terminate authorisation to use the brand for objective reasons, including payment default, misuse of intellectual property, misleading presentation of the brand, sale of counterfeit goods, material breach of these Terms, insolvency, material credit risk or conduct liable to cause material harm to the brand. Where reasonably possible, MURANTI shall communicate the reason and provide an appropriate opportunity to remedy the issue, without prejudice to urgent measures required to protect rights or third parties.

22.18. Termination or suspension of the Trade account shall not, in itself, affect Orders already confirmed, payment rights, confidentiality obligations, intellectual property, pending claims or other provisions which by their nature are intended to survive. Future use of MURANTI trademarks and materials must cease when the relevant authorisation ends, without prejudice to the sell-through of genuine stock to the extent permitted by law and any written terms agreed.

22.19. Either party may terminate the Trade relationship without stating a reason by giving at least 90 days' written notice, without prejudice to Orders already confirmed. The Trade relationship does not constitute a commercial agency, concession or exclusive distribution agreement, and its termination does not entitle the Trade Client to goodwill indemnity or any other compensation, except where mandatory law provides otherwise.

## **23. STANDARDS, CERTIFICATIONS AND DESTINATION REQUIREMENTS**

23.1. Before quotation, the Client must notify MURANTI of all mandatory or contractual requirements applicable at the place of destination, including fire resistance, hospitality standards, electrical requirements, accessibility, stability, substances, certifications or operator requirements.

23.2. MURANTI assumes compliance only with specific requirements that have been identified and accepted in writing in the proposal. Testing, certification, additional documentation or special samples may be invoiced separately.

23.3. Where the Client specifies third-party materials or components, the Client is responsible for confirming their suitability for the project requirements unless such verification has been expressly included in MURANTI's scope.

23.4. The Client represents that neither it nor the final recipient of the products is subject to restrictive measures or sanctions imposed by the European Union, the United Nations or any other applicable jurisdiction, and that the products will not be re-exported in breach of such measures. MURANTI may suspend or terminate the Order without liability if its performance would involve a breach of such measures.

## **24. FORCE MAJEURE AND CIRCUMSTANCES BEYOND REASONABLE CONTROL**

24.1. Neither party shall be liable for delay or failure to perform caused by an event beyond its reasonable control, including fire, flood, natural disaster, war, civil disturbance, external strike, major power disruption, extraordinary shortage of raw materials, embargo, act of authority or material transport disruption.

24.2. The affected party must notify the occurrence as soon as reasonably possible and take reasonable steps to mitigate its effects. Affected time periods shall be extended by the period of impact that can reasonably be demonstrated.

24.3. If the impediment continues for more than 90 days and renders the unperformed part objectively unviable, the parties shall seek in good faith to adapt or terminate that part of the Order, settling completed products, work performed, committed materials and non-recoverable costs.

## **25. SPECIAL RULES APPLICABLE TO CONSUMERS**

25.1. Where the Client acts as a Consumer, the provisions of these Terms intended exclusively for B2B relationships shall not prejudice or limit the mandatory rights granted by Portuguese and European consumer-protection legislation.

25.2. In sales of goods to Consumers, MURANTI shall be liable for lack of conformity within the mandatory periods and on the terms set out in Decree-Law No. 84/2021 of 18 October, including, as a general rule, a period of three years from delivery of the goods for lack of conformity covered by that regime. In the event of a lack of conformity, the Consumer may require conformity to be restored by repair or replacement, a proportionate reduction in price or termination of the contract, in accordance with that legislation, and clause 17.2 shall not apply to the Consumer.

25.3. In distance contracts, including those concluded by email or telephone, or contracts concluded away from business premises, the Consumer has the right to withdraw from the contract without giving any reason within 14 days from the day on which the Consumer acquires physical possession of the goods, in accordance with Decree-Law No. 24/2014 of 14 February. Unless otherwise agreed, this right does not apply to the supply of goods made to the Consumer's specifications or clearly personalised.

25.4. The mere fact that a collection product is manufactured after the Order is placed shall not, in itself, be treated under these Terms as sufficient evidence of personalisation for the purposes of the statutory exception to the right of withdrawal. Application of the exception shall depend on the specific characteristics of the Order.

25.5. Where a right of withdrawal exists, MURANTI shall provide the pre-contract information and means of exercising that right as required by law. Where no such right exists because the product is personalised, that fact must be communicated to the Consumer before the contract is entered into.

25.6. The rules on transfer of risk, warranty, claims, cancellation, jurisdiction, limitation of liability and other matters provided for in these Terms shall apply to Consumers only to the extent compatible with mandatory consumer-protection provisions.

25.7. In the event of a consumer dispute, the Consumer may refer the matter to the competent alternative consumer dispute resolution entity, CNIACC – Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (National Centre for Consumer Conflict Information and Arbitration) ([www.cniacc.pt](http://www.cniacc.pt)), or to another entity included in the list available at [www.consumidor.gov.pt](http://www.consumidor.gov.pt). The Consumer may also submit a complaint through the Livro de Reclamações (Complaints Book), including the electronic version available at [www.livroreclamacoes.pt](http://www.livroreclamacoes.pt).

25.8. Where the right of withdrawal is exercised, the Consumer must return the goods within 14 days of communicating the withdrawal and shall bear the direct cost of return, provided the Consumer was informed of that cost in advance. MURANTI shall refund payments received, including standard delivery costs, within 14 days of notification of the withdrawal and may withhold the refund until it has received the goods or evidence that they have been sent.

25.9. For sales to Consumers, unless otherwise agreed in the proposal, the Order shall only be accepted after payment of the full price, which is a condition for commencement of production and for dispatch or collection of the goods.

25.10. Clauses and sections identified as B2B shall not apply to Consumers, including the cancellation provisions in section 5, the claim periods in section 15, the commercial warranty in section 16 and the limitation of liability in section 18. The storage charge in section 13 shall only be payable by the Consumer if it was communicated before the contract was entered into.

25.11. In sales to Consumers, the risk of loss of or damage to the goods shall pass when the Consumer, or a third party designated by the Consumer other than the carrier, acquires physical possession of the goods, unless the carrier was selected by the Consumer without MURANTI's involvement.

## **26. GOVERNING LAW, INTERNATIONAL SALES AND JURISDICTION**

26.1. Orders and these Terms shall be governed by Portuguese law.

26.2. In international B2B relationships, unless otherwise agreed in writing, application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

26.3. In B2B relationships, for the resolution of any disputes arising out of these Terms or Orders, the parties submit to the exclusive jurisdiction of the Judicial Court of the District of Porto Este (Tribunal Judicial da Comarca do Porto Este), expressly waiving any other jurisdiction, without prejudice to rules of subject-matter jurisdiction and to clause 26.5.

26.4. The preceding clause is without prejudice to mandatory rules of territorial or international jurisdiction, including those applicable to Consumers.

26.5. Where the B2B Client has its registered office outside the European Union, the disputes referred to in clause 26.3 shall be finally resolved by arbitration under the Arbitration Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Centro de Arbitragem Comercial da Câmara de Comércio e Indústria Portuguesa), by a sole arbitrator, with the seat of arbitration in Porto and the language of the proceedings being Portuguese or English, according to the language of the proposal.

## **27. Final provisions**

27.1. Any specific amendment to these Terms must be set out in a written document ac-

-cepted by both parties. Occasional tolerance of a breach shall not constitute a waiver of future rights.

27.2. If any provision is held invalid or unenforceable, the remaining provisions shall remain in force, and the affected provision shall, to the extent legally possible, be reduced or replaced by a provision that best preserves the intended legitimate economic and legal purpose.

27.3. Communications relating to approvals, changes, claims and cancellations must be made in writing to the contacts stated in the proposal or Order confirmation.

27.4. The version of these Terms applicable to each Order shall be the version provided to the Client as an attachment to the proposal or proforma invoice accepted by the Client. Subsequent amendments published on the website shall not have retroactive effect on Orders already confirmed.

27.5. Where versions exist in several languages, the Portuguese version shall prevail for purposes of legal interpretation, unless expressly agreed otherwise.

27.6. MURANTI may subcontract part of the performance of the Order while remaining responsible to the Client for its performance. The Client may not assign its contractual position without MURANTI's written consent.



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