

## TERMS AND CONDITIONS



Any order implies the acceptance of Mambo Factory, Lda. – brands Mambo Unlimited Ideas, Utu and Theia – terms and conditions as described below.

## PRICES

1. The current price list replaces previous versions;
2. Each price indicated refers to one unit; Prices for upholstered pieces with fabric are calculated over net quantity of fabric needed; for small orders minimum fabric quantities may apply;
3. Prices indicated do not include VAT;
4. Mambo Factory standard packaging is included in the price. Upon request, special packaging may be developed under extra cost;
5. Prices are ex-works, transport and insurance costs are not included;

## TRANSPORT POLICY

1. Mambo Factory may arrange the transport of the goods and will conduct its' best efforts so that it is carried out as swiftly as possible, however Mambo Factory cannot guarantee transport times as the transport will be assured by a forwarder external to our company, and cannot be held responsible for any transport delay occurrence, nor for any resulting damage;
2. Transport quotes provided by Mambo Factory are merely estimates and are subject to confirmation prior to shipping. Transport quotes are only valid for 3 weeks and are subject to constant price fluctuations imposed by our forwarders.
3. When transport is arranged by Mambo Factory with its usual forwarder, transport will be exclusively door to door, meaning that the transporter will unload the goods at the client's address street door, at street level (will not enter the building or climb stairs). Access to heavy duty truck must be assured or transport cost surcharges will be charged to the client.
4. For transports with our forwarder, correct delivery address should be indicated upon the confirmation of the order by submitting the Shipment Details Form, which will be provided by your Account Manager. Changes to the address after goods have been shipped will have service fee of 25€ (for documentation issuing and transport coordination), that will be charged to the client. In case of change a new form with updated information must be submitted by e-mail again.
5. Delivery Access is the client's responsibility. It is the client's responsibility to check that all goods have free and easy access to its final destination.
6. Client may choose to organise the transport of the ordered goods. In this case, Mambo Factory, Lda.'s responsibility is limited to the preparation of the goods to be collected and ends at the moment of goods pick up at our warehouse. Mambo Factory will be free of any charges or responsibility over events that might occur during transportation. In this case all management of the transport should be held by the client.
7. Condition of goods must be verified immediately upon delivery. Any claim must be submitted with photographic evidence of the damages by email to [claudia.mambo@gmail.com](mailto:claudia.mambo@gmail.com), within 24h after goods have been received. If Mambo Factory has arranged the transport and if the goods or the packages show any damage, the description of such damage must be written on the transporter delivery note - "UNDER RESERVE / NOT VERIFIED - DRIVER REFUSED TO WAIT". This note on the delivery document is critical, without it it will not be possible to activate insurance coverage and the claim will be therefore refused. Any transportation of the goods from delivery address to a second location will forfeit any transportation damage claim. Mambo Factory will not be liable for any damages that might occur from pick up, handling and/ or installation by individuals acting on behalf of the client /receiver.
8. After the verification of the damage and its causes, and if there is evidence that the responsible is the transporter, damaged pieces will be either replaced or repaired, as per decision of our technical department.
9. Packing is tested for rigorous motion and transportation but is not guaranteed to protect Products from conditions over which Mambo Factory has no control.

## 10. ORDERS FROM UK CLIENTS DELIVERED IN EU: 23% VAT CHARGE

All orders invoiced to a company based in the UK but with delivery inside European Union, will have 23% VAT charged.

## 11. 23% VAT REFUNDABLE GUARANTEE CHARGE

All orders invoiced to a company based in a country outside European Union which transport to its final destination is made by the Client's own forwarder, will have an additional but refundable 23% VAT charged. The amount will be immediately refunded against the presentation of the official Export Certificate that must be presented within 60 days from the invoice issue date.

## 12. ORDERS FROM EU CLIENTS USING THEIR OWN TRANSPORT

For all orders invoiced to a company based within EU which transport to its final destination is made by the Client's own forwarder, the Client must send us the final signed Delivery Note stating clearly a delivery address within EU. The name of the person signing the document / receiving the goods must be clear.

This document must be presented within 60 days from the invoice issue date. If not presented within this period, 23% VAT over the order's total will be charged.

## WARRANTY POLICY

1. Mambo Factory provides a limited warranty of 1 year for contract use and 2 years for residential use of its products, to the original purchaser, against defects in material and workmanship.  
This warranty does not cover second purchasers of the products nor distressed products by display use or display samples. Colour and finishing variations are natural in woods and leathers and are not defects but characteristics; slight colour variations on fabrics and lacquered metal are also possible and are not defects. These situations do not apply to warranty. There may be small differences between colours and sizes (vary from 0,5-3cm) which are not defects but features of our handmade processes.

2. This warranty applies under conditions of normal use and excludes damage caused by misuse, or those resulting from fading caused by exposure to excess light (pieces should be protected of direct sunlight), soiling, improper cleaning, abnormal use or accident.

3. Defective goods must be returned to our warehouse for analysis and should be packed effectively. Any costs for packing and shipping are not covered under this warranty. Any damage resulting from negligent packing or transport back to our warehouse will not be covered by this warranty.

4. Mambo Factory products are handmade one by one, therefore there may be some slight differences from piece to piece, that are not defects but normal features of the products.

5. To obtain proper service under this warranty, the original purchase receipt must be presented.

This guarantee does not apply to:

- Failure to follow product care instructions as advised by Mambo Factory;
- Damage caused by a carrier other than Mambo Factory's Forwarder;
- Normal wear and tear or acts or omissions of parties other than Mambo Factory (including user modification);
- Customers Own Material or other third party materials applied to Products;
- Products not installed following instructions or damaged by careless removal of packaging;
- Dramatic temperature variations or exposure to unusual conditions;

#### ADDITIONAL SERVICES

1. Mambo Factory may provide the following services for a special fee: Certificate of Origin, Authentication of Invoices, SASO Certificates, Inspections, Storage and Demurrage, Change of Details on Final Invoice. Please contact our staff regarding prices.

#### ORDERS AND PAYMENT CONDITIONS

1. Product prices are ex-works, the transport cost may be added to the invoice upon request and will be at client's cost;

2. For each order, the corresponding proforma invoice will be sent to the client through e-mail and confirmation must be given by the client in writing by e-mail;

3. Payment terms are 50% deposit with order confirmation and balance before shipping. Production starts after downpayment is received in our account. The balance payment is requested approximately two (2) weeks before the approximate date predicted for dispatch. Payments should be made through bank transfer and copy of payment confirmation documents should be sent through e-mail to [info@mambofactory.pt](mailto:info@mambofactory.pt) referring your proforma invoice number;

4. Mambo Factory reserves the right to apply a daily warehouse fee of 2% the total of the proforma if outstanding proforma balance is not paid and/or shipping arrangements have not been made within ten (10) business days following the notification for balance payment;

5. All pieces remain Mambo Factory property until full payment is received;

6. The production time is generally 8 to 9 weeks. There may be variations on large quantities orders and during busy periods, in which case Mambo Factory will notify the client in response to the request or consult.

#### ESTIMATED LEAD TIMES

We will provide you with an estimated delivery week upon placement of your order. This week is an indication only; actual week of production completion may differ due to circumstances out of our control.

#### CANCELLATION OF ORDERS BY MAMBO FACTORY

Mambo Factory reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by the Client will be returned.

#### DELAYED ORDERS

1. Mambo Factory is not responsible for the delay in production time if the client fails to submit the confirmation (receipt) of the transfer.

2. Lead time for orders with COM/COL products ONLY starts once the fabric arrives at our office and is properly identified.

3. All client fabrics must be identified with the proper COM/COL Form that is sent with the proforma. Mambo Factory is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the client.

#### DELAY/ FORCE MAJEURE

Mambo Factory shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Client, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. If any such event occurs, Mambo Factory may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

## CUSTOMER'S OWN MATERIAL / LEATHER (COM / COL)

1. COM/COL orders will ONLY start production after the fabrics have been received and identified in our warehouse. After reception and identification of fabrics, the lead time will be 6/8 weeks.
2. Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, Mambo Factory must be notified in order to inform the customer of the exact required fabric quantity. If the pattern requires matching, Mambo Factory needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching.
3. The customer is responsible to advise Mambo Factory in writing of any specific requirements to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be applied according to the upholsterer guidelines based on a standard model. The customer is responsible for the fabric transport costs and all export fees to Mambo Factory's warehouse. Mambo Factory will refuse all fabrics with charges for the receiver of the fabric. Mambo Factory is not responsible for orders with customer's fabric when the fabric features put into question the production quality of the product.
4. Mambo Factory will not be responsible when the customer does not choose the appropriate fabric for the future use of the product. A filled copy of the COM/COL form must be submitted together with the fabric/leather to Mambo Factory's warehouse, to avoid delays caused by lack of identification. Please ask your sales advisor to provide you with the COM/COL Form.
5. Mambo Factory is not responsible for performance of any fabric and does not warrant COM/COL fabrics. Mambo Factory is not responsible for defective COM/COL, and all COM/COL are accepted to be first quality goods. Mambo Factory is not responsible for upholstery tailoring variances that result from the application of a particular fabric or leather.

## LIMITATIONS OF LIABILITY

Mambo Factory, its contractors and subcontractors or suppliers of any tier shall not be liable to Client for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement. Client's remedies set forth herein are exclusive and the liability of Mambo Factory with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based. To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

## WEBSITE INFORMATION

Mambo Factory is not responsible if information made available on our website is not accurate, complete or current. The material available on our website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance solely on the material is at your own risk. Our website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our website.

## PAYMENT DETAILS

MAMBO FACTORY, LDA.  
NIPC/VAT NR.: PT 509769241  
IBAN: PT50001800032806720502027  
BIC/SWIFT: TOTAPTPL

## CONTACTS

Tel.: +351 218133391  
E-mail: [info@mambofactory.pt](mailto:info@mambofactory.pt)  
[www.mambofactory.pt](http://www.mambofactory.pt)

## OFFICE AND WAREHOUSE

(for sending fabrics and all correspondence):  
Mambo Factory, Lda.  
Rua de Marvila 49C  
1950-197 Lisboa - Portugal

## Opening Hours Week days

10h00 – 13h00  
14h00 – 18h00