Terms and Conditions of Sale

Applicable to all commercial offers issued by OEM Furniture SIA

1. General Provisions

These Terms and Conditions (“Terms”) apply to all commercial offers, quotations, order confirmations, and sales agreements issued by OEM Furniture SIA, registration No./VAT LV40203636173, registered at Birzes iela 3-22, Allaži, Allažu pag., Siguldas nov., LV-2154, Latvia (“OEM Furniture”, “Seller”), to any client (“Buyer”), unless otherwise agreed in writing by both parties.

2. Acceptance of Terms

By placing an order — whether by written confirmation, purchase order, email confirmation, or payment of the agreed prepayment — the Buyer confirms that it has read, understood, and been duly informed of these Terms and Conditions as stated in and attached to the relevant offer, and that it fully and unconditionally accepts them.

Placement of an order constitutes binding acceptance of these Terms in their entirety, regardless of any conflicting terms contained in the Buyer’s own purchase documents, unless expressly agreed otherwise in writing by an authorized representative of OEM Furniture.

3. Offers and Prices

3.1 All offers issued by OEM Furniture are valid for the period stated therein, or, if not stated, for 30 calendar days from the date of issue.

3.2 All prices are quoted in Euros (EUR) and are based on EXW (Ex Works) OEM Furniture SIA, Latvia, in accordance with Incoterms® 2020, unless another delivery term is expressly stated in the offer.

3.3 Prices do not include VAT, transport, insurance, customs duties, or any other charges unless explicitly stated.

3.4 Minimum Order Quantities (MOQ), sample fees, and start-up/tooling fees stated in the offer apply to each order unless previously paid tooling can be used for subsequent order production.

4. Payment Terms

4.1 Unless otherwise agreed in writing, payment terms are 50% prepayment upon order confirmation and the remaining 50% before delivery/dispatch of the goods.

4.2 Production will commence only after receipt of the agreed prepayment.

4.3 Delayed payment may result in delayed production and delivery schedules, for which OEM Furniture bears no responsibility.

5. Product Specifications and Materials

5.1 Products are manufactured from natural wood materials and are intended for use in normal indoor environments, with a relative humidity level of 40–60% and a temperature range of 15–25°C.

5.2 Use outside of these conditions — including but not limited to excessive dryness, high humidity, direct sunlight, or proximity to heat sources — may cause warping, cracking, joint loosening, or other damage to the wood, and any such damage is not covered under warranty.

5.3 As natural materials, wood grain, color, and texture may vary between individual pieces; such natural variation does not constitute a defect.

6. Durability Classification and Testing

Where a durability classification (e.g. L1 or L2 in accordance with EN 16139) is referenced or required, independent testing at an accredited laboratory is necessary to formally determine such classification. Such testing is not included in the standard offer and will only be carried out, and invoiced separately, upon separate written agreement between the parties.

7. Client-Specified Deviations and Limitation of Liability

7.1 Where the Buyer requests, instructs, or approves a specification, material, construction method, or design that deviates from OEM Furniture's recommendation, and OEM Furniture has expressly and in writing notified the Buyer that such specification, material, construction, or design presents a risk of defect, damage, or non-conformity, and the Buyer nonetheless instructs OEM Furniture to proceed with production according to the Buyer's own specification, OEM Furniture shall bear no liability whatsoever for any resulting defect, damage, non-conformity, or claim arising from that specification.

7.2 In such cases, the Buyer assumes full responsibility and liability for the outcome, and no warranty claim, price reduction, replacement, or compensation will be accepted by OEM Furniture in relation to the flagged issue.

7.3 This limitation applies regardless of whether the deviation was requested before or after the initial offer or order confirmation, provided that OEM Furniture's written notice of the identified risk can be evidenced (including by email correspondence).

8. Delivery and Packaging

8.1 Unless otherwise stated, goods are delivered EXW (Incoterms® 2020) and packed as specified in the relevant offer (e.g., plain brown boxes for transport, on EUR pallets where applicable).

8.2 Delivery dates provided are estimates only and are not binding unless expressly confirmed in writing as a fixed date.

9. Samples and Intellectual Property

9.1 Samples are chargeable as stated in the offer.

9.2 Any drawings, designs, technical documentation, or product development work provided by OEM Furniture remain the intellectual property of OEM Furniture unless otherwise agreed in writing, and may not be shared with third parties or used outside the scope of the cooperation without prior written consent.

10. Force Majeure

OEM Furniture shall not be liable for any delay or failure to perform its obligations resulting from causes beyond its reasonable control, including but not limited to natural disasters, war, strikes, raw material shortages, transport disruptions, or governmental actions.

11. Governing Law and Jurisdiction

These Terms and any order or agreement to which they apply shall be governed by the laws of the Republic of Latvia. Any disputes arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Latvia, unless otherwise agreed in writing.

12. Final Provisions

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. OEM Furniture reserves the right to update these Terms; the version stated in or attached to the applicable offer shall govern the relevant order.