Terms of sale

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These terms apply when you buy a Sand Store piece or a material sample pack from Blacksand Lab as a consumer, whether you order on a quote or, once it is available, through our online checkout. Our Returns and right of withdrawal, Shipping, Legal guarantee and Product safety and care pages form part of these terms. Please read them before you order. You can print this page or save it as a PDF, and we send these terms to you again as PDF files with your quote and with your order confirmation.

1. Who we are

Blacksand Lab (Blacksand, for short) is the trading name of Bryant Creative Industries, S.L.U. (Sociedad Unipersonal), a Spanish company.

- Registered office, studio and showroom: Carrer de Fray Francisco Cabezas 13, Bajo C, 46019 València, Spain (showroom by appointment)
- NIF: B26574954 · VAT number: ESB26574954
- Registered in the Registro Mercantil de Valencia, Hoja V-231290, Inscripción 1ª
- Email: info@blacksandlab.com · Phone: +34 614 412 917

In these terms, "we", "us" and "our" mean Bryant Creative Industries, S.L.U. "You" means the person buying from us as a consumer, that is, for purposes outside a trade, business, craft or profession. You must be at least 18 years old to order.

2. What these terms cover

These terms cover:

- **Sand Store pieces:** the pieces in our Sand Store, designed by the independent designers of the Blacksand Collective and made to order for you;
- **Material sample packs:** samples of our material, which you can request on the About page of our site.

We are the seller of every piece and your only contracting party. Blacksand is not a marketplace. Each Sand Store piece is credited to the designer of the Blacksand Collective who created it. Our designers license their designs to us; they are not parties to your contract and have no obligations to you under it. We are responsible to you for your whole order.

Other terms apply to:

- **Bespoke and Production:** our Service terms;
- **buying for a business** (for example as an architect, interior designer, studio, hotel or retailer): our Trade terms. If an architect or interior designer orders for a private client, the Trade terms apply when we contract with and invoice the professional, and these terms apply when we contract with and invoice the private client directly.

3. How to order

3.1 By quote

This is how you order today.

1. Choose one or more pieces in the Sand Store, with any of the options listed for them, and send us a quote request. Sending a request does not commit you to anything.
2. We send you a written quote by email, normally within 48 hours. It sets out everything you need to know before you decide: the pieces and their main characteristics, the total price including taxes and delivery, how to pay, your latest delivery date, whether you have a right of withdrawal and, if you do, the maximum cost of returning the piece, and your legal guarantee. These terms, our returns information with the model withdrawal form and our legal guarantee information are attached to it as PDF files.
3. A quote is valid for 30 days from its date, unless it says otherwise. Please check it carefully and ask us to correct anything that is not right before you accept it.
4. To order, accept the quote in writing (an email is fine), using the words set out in the quote, and pay the full price by bank transfer or with the card payment link in the quote. The acceptance words include a separate line accepting the natural character of the material (section 5) and, for any piece made to your specification, a separate line confirming that it has no right of withdrawal (section 6).

3.2 Online checkout (when available)

We plan to let you buy some pieces directly online. When our online checkout is available:

1. Choose a piece, with any of the options listed for it, and add it to your selection.
2. Review your selection. You can change or remove pieces. The delivery cost for your zone is shown before you pay.
3. You then go to our payment page, run by Stripe, where you enter your contact details, delivery address and payment details. You can go back and correct any information at any time before you press the final button.
4. Before you pay, you see the pieces and their main characteristics, the total price including taxes and delivery, and your latest delivery date. You tick a box to accept these terms and a separate box to accept the natural character of the material (section 5). Pressing the Pay button means you are placing an order with an obligation to pay.
5. We send you an order confirmation by email.

3.3 Material sample packs

You can request a material sample pack on the About page of our site. The price and the delivery cost are shown when you request it, and we confirm them by email with the ways to pay. You order by accepting in writing and paying, as for a quote. Once our online checkout is available, you may also be able to buy sample packs there.

3.4 Correcting errors, language and records

- Before you accept a quote, you can ask us to correct any detail in it. At checkout, you can go back and change any information before you pay.
- The contract can be made in English or Spanish. If you live in the Comunitat Valenciana or another region with a co-official language and want the pre-contract information in that language, ask us and we will provide it.

- We keep an electronic record of every order (the quote or order details, the version of these terms that applied, the payment record and our correspondence) for as long as Spanish law requires. You can ask us for a copy at any time.

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4. When the contract is made

- **By quote:** the contract is made when you have accepted the quote in writing and paid the full price. A card payment counts when it is completed, and a bank transfer when it reaches our account. If you accept while the quote is valid, we hold it for 5 working days after your acceptance so that your transfer can reach us.
- **Online checkout:** the contract is made when your payment is completed on the payment page.

We confirm the contract by email within 24 hours. The confirmation sets out your order, the price you paid and your latest delivery date, and has attached, as PDF files, these terms, our returns information with the model withdrawal form and our legal guarantee information. If you do not receive it, check your spam folder and then write to us.

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5. Our pieces and the material

Every Sand Store piece is produced by Blacksand: printed by our specialist production partners, then checked, assembled and shipped from València. Please read this section, because the character of the material is part of what you buy.

How they are made. Our pieces are 3D printed in black quartz sand by binder jetting, then infiltrated with an acrylic resin that hardens them. The surface is cleaned and left with its natural finish, with no paint and no coating. Large pieces may be printed in several parts and bonded together. Some pieces combine the sand with one other material, such as a resin or glass top, metal, wood or a light fitting.

Character, not defects. Every piece shows visible grain and the layers of the print, slight variations in tone, sheen and texture, small surface pores and small irregularities. No two pieces are exactly alike. Dimensions and weights on the site are nominal: the finished piece can vary within the normal tolerances of sand printing. None of this is a defect, and none of it changes the price (see section 7). We describe this character specifically in your quote (or on the product page before you pay online), and you accept it expressly and separately when you order. If you would like to see and feel the material first, order a material sample pack or visit our showroom by appointment.

Strong, heavy, and it can chip. Our pieces are heavy (each product page gives the weight) and strong in normal use, but they can chip, crack or break if they are knocked or dropped, and their edges can be abrasive.

Use limits. Unless the product page says otherwise:

- our pieces are for indoor use in dry places;
- no piece is for contact with food or drink: bowls, trays and vessels are decorative objects;
- vessels are not watertight: use them for dried flowers or as objects;
- candleholders are only for candles in a metal or glass cup or insert;
- never rest a lit cigar, or its ash, on the sand surface of a piece.

Photos and images. Some product photos and room scenes on our site, and the portraits of our designers, are generated or edited with AI tools. We label AI-generated images "AI-generated image" on or next to the

image. Designer portraits are made from the designers' own photos, with their consent. We aim to show every piece faithfully in its shape, finish and scale. What you buy is the piece as described on its product page and in your quote: its description, dimensions and material. Screens also show colour and texture differently.

6. Pieces made to your specification

What this means. A piece is made to your specification when we make it to your individual requirements, beyond the options listed for it on the site. For a Sand Store piece, that means any change you ask for to its size or proportions, a second material, its finish or its configuration that is not one of the listed options. Choosing a listed option (for example a finishing option or a second-material line shown on the product page) does not make a piece made to your specification.

No right of withdrawal. Because these pieces are made for you alone, the law gives no right of withdrawal for them (Article 103(c) of the Spanish consumer law, the TRLGDCU). Before you order, your quote tells you clearly which pieces are in this category, and you confirm this expressly and separately in writing when you accept it. Your 3-year legal guarantee applies in full.

Bespoke and Production. Bespoke pieces and pieces printed from your own files (Production) are always made to your specification. They are covered by our Service terms.

Cancelling a piece made to your specification. If you cancel such a piece after the contract is made, we keep only the reasonable costs we have actually incurred up to that point (for example adapting the design, materials ordered and printing done) and refund the rest within 14 days. We show you how those costs are worked out. If we cancel it for reasons on our side, we refund everything you have paid and compensate you for any loss this causes you, as the law provides.

7. Prices and taxes

- **How prices work.** Our pieces are priced by weight. The price of a piece is its nominal weight multiplied by the rate per kilogram shown on the site, plus any listed additions you choose (such as a finishing option or a second-material line). Delivery is added for your zone.
- **The price is fixed.** The price in your quote, or at checkout, is the price you pay. The finished piece may weigh slightly more or less than its nominal weight; that never changes the price.
- All prices are in euros (EUR).
- **VAT.** For delivery in Spain (except the Canary Islands, Ceuta and Melilla) and in the rest of the EU, our prices include VAT at the rate that applies to your order. For delivery outside the EU VAT area, including the Canary Islands, Ceuta and Melilla, the sale is an export: when the export conditions are met, no Spanish VAT is charged on it. Your quote, or the checkout, shows the total price for your destination, and your invoice shows the VAT that applies.
- **Delivery** is charged separately, at the cost for your piece and your zone, and is shown in your quote, or at checkout, before you pay. See Shipping.
- **Import taxes and duties.** For delivery outside the European Union, and to the Canary Islands, Ceuta and Melilla, import taxes (import VAT or its local equivalent, such as IGIC in the Canary Islands or IPSI in Ceuta and Melilla), customs duties and the carrier's clearance fees in the destination are not included and are payable by you on delivery. See Shipping.
- **Price changes.** We may change our rate per kilogram and our other prices, but a change never affects a quote while it is valid or an order already made.

- **Reduced prices.** If we show a reduced price, we also show the lowest price we applied in the previous 30 days.

Obvious pricing errors. If a price or description in a quote or on the site is obviously wrong in a way you could reasonably have recognised (for example a missing digit), we will contact you before dispatch and you can choose to buy at the correct price or cancel and receive a full refund. We will never charge you a difference without your agreement.

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8. Payment

- You pay the full price, including delivery, when the contract is made (see section 4).
- **By quote:** by bank transfer to the account shown in the quote, or by card with the secure payment link in the quote. **Online checkout:** with the payment methods shown on the payment page, which always include the main debit and credit cards.
- Card payments are processed by our payment provider (Stripe for the online checkout). We never see or store your card details.
- We do not charge any fee or surcharge for any payment method. Your own bank may charge you for sending a transfer or converting currency.
- Like any shop, we may carry out fraud and security checks. If a payment is flagged as possibly fraudulent and we cannot verify it with you within 5 working days, we cancel the order and refund the payment in full.
- **Invoices.** We send your invoice by email, which you agree to when you order. You can ask for a paper invoice at any time, free of charge, and withdraw your agreement to electronic invoices by writing to us.
- If you have a problem with an order, please contact us before disputing a card payment with your bank. We can usually solve it faster directly.

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9. Delivery

Full details are on our Shipping page. In short:

- **Sand Store pieces** are made to order. We dispatch them within 8 weeks of the day the contract is made, unless your quote states another date. Most are ready in 4 to 6 weeks.
- **Material sample packs** are dispatched within 10 working days of the day the contract is made.
- **Transit.** After dispatch, your order reaches you within the maximum transit time for your destination and delivery method shown on our Shipping page or, where the Shipping page says so, in your quote.
- **Your latest delivery date** is the dispatch period plus that maximum transit time, unless your quote states a specific date. Your quote and your order confirmation give it. Our Shipping page explains the only cases in which it can move, which come from your side (a later delivery day you ask for, or customs holding a shipment because information or import charges are outstanding on your side).
- **Where we deliver.** We deliver to most countries, with the exceptions on our Shipping page: for example, we currently deliver lighting to consumers in Spain (mainland and Balearic Islands) only, and we deliver to the Canary Islands, Ceuta and Melilla only on a quote. We cannot deliver to countries or persons under EU sanctions, including Russia and Belarus.
- **Large pieces.** Pieces over 30 kg or longer than 150 cm as packed travel as freight, by pallet or with a two-person team, and are delivered to the ground floor or kerbside unless your quote includes carry-in.

Please make sure the piece can be brought in safely and that your floor can carry its weight: see Shipping and Product safety and care.

If we are late. If we are going to miss your latest delivery date, we tell you as soon as we know. If we do not deliver by that date, you can give us a reasonable extra period; if we still do not deliver, you can cancel and we refund everything you paid, including delivery, without undue delay. If we agreed before the contract that the delivery date was essential, you can cancel straight away if we miss it.

Risk. The risk of loss or damage passes to you when you, or a person you name (other than the carrier), take physical possession of the piece. Until then, loss or damage in transit is our responsibility. When your order arrives, please check the packaging. If it is visibly damaged, note it on the carrier's delivery note and tell us within 48 hours, with photos if you can, so that we can claim from the carrier. This is a request, not a condition: your rights do not depend on it.

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10. Your right of withdrawal

As a consumer buying at a distance, you have a legal right to withdraw from the contract within 14 days of receiving your order, without giving a reason. This right applies to Sand Store pieces made on order without changes (including pieces with options listed on the site) and to material sample packs. It does not apply to pieces made to your specification (see section 6).

The right applies to orders made at a distance, which is how we normally sell: by quote, email or online, even if you have visited our showroom first. An order you sign in person at our showroom has no legal right of withdrawal; we tell you so before you sign.

You can withdraw with the Withdraw from contract here link at the foot of every page of our site, by email, by post or with the model withdrawal form. You pay the direct cost of returning the piece; the maximum costs are on our Returns page and, for freight pieces, in your quote. The full rules and the model form are on our Returns and right of withdrawal page, which forms part of these terms.

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11. Legal guarantee

Every piece has the 3-year legal guarantee of conformity set by Spanish consumer law. This is your legal right, not an extra service, and nothing in these terms reduces it. If a piece is not as described, is not fit for its normal use or has a fault that existed when you received it, you are entitled, free of charge, to a repair or replacement and, where that is not possible, is not done within a reasonable time or does not solve the problem, or the fault is serious, to a price reduction or a refund. Details, how to claim and the EU harmonised notice on the legal guarantee are on our Legal guarantee page.

The natural character of the material described in section 5 is not a lack of conformity: we inform you of it specifically before the contract, and you accept it expressly and separately when you order.

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12. Using your piece safely

Please follow the instructions and warnings that come with your piece and those on our Product safety and care page. In particular:

- Move heavy pieces with enough people or lifting equipment, never lift a table by its top, and check that your floor can carry the weight. For pieces over 150 kg, have a qualified professional check the floor before delivery.

- Do not climb or stand on a piece, and do not put more weight on a table or seat than its product page allows.
- Keep pieces indoors, in a dry place, away from heat sources and strong direct sun, which can soften or discolour the resin.
- Do not use any piece for food or drink, and do not put water in a vessel unless its product page says it is watertight.
- Use candleholders only with candles in a metal or glass cup or insert, and never leave a burning candle unattended.
- Never rest a lit cigar, or its ash, on the sand surface.
- Pendant lamps and other pieces wired to the mains must be installed by a qualified electrician.
- Do not cut, drill or sand a piece: this releases fine quartz dust.

Damage caused by using a piece against its instructions, by an installation that did not follow them, by accidents after delivery or by normal wear and tear is not a lack of conformity. This does not affect your rights if the instructions we gave you were incomplete or wrong, or if the piece was faulty.

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13. Our designs

The designs of our pieces, their names, photographs, texts and files are protected by intellectual and industrial property law. They belong to the designers of the Blacksand Collective, who license them to us, or to us. Buying a piece gives you ownership of that piece. It does not give you any right to copy, reproduce, scan, model, 3D print or commercially exploit its design. You are welcome to photograph your piece and share the photos; please credit Blacksand Lab and the designer.

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14. Our responsibility to you

We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or of our failing to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if, when the contract was made, both of us knew it might happen.

Nothing in these terms excludes or limits:

- your statutory rights as a consumer, including the legal guarantee and your right of withdrawal;
- our liability for death or personal injury caused by us, or for damage caused by a defective product under product liability law;
- our liability for fraud, wilful misconduct or gross negligence;
- any other liability that the law does not allow us to exclude or limit.

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15. Events outside our control

We are not responsible for a delay or failure caused by events outside our reasonable control, such as natural disasters, fire, flood, epidemics, war, strikes at carriers or suppliers, failures of public networks or acts of authorities. If such an event affects your order, we tell you and do what we reasonably can to reduce the delay. If the delay becomes significant, you can cancel and we refund everything you paid for the pieces not delivered.

16. When we may cancel an order

We may cancel an order before dispatch only for one of the reasons below. We tell you which one and refund everything you paid, without undue delay and within 14 days at the latest:

- your payment cannot be verified as genuine within 5 working days (see section 8);
- the delivery address is in a country, or the order is for a person, that we cannot lawfully deliver to, including countries under EU sanctions such as Russia and Belarus;
- you ordered through our online checkout for delivery to a place where we deliver only on a quote (the Canary Islands, Ceuta and Melilla) or where we do not deliver that piece (see Shipping), and you prefer not to accept our quote where we can offer one;
- the price or description was obviously wrong (see section 7) and you prefer not to buy at the correct price;
- after the contract is made, we find that we cannot produce your piece to our quality standard (for example because a print keeps failing or a material is no longer available). We tell you as soon as we know and, if this is our fault, we also compensate you as the law provides. We only offer you a substitute if you agree to it.

17. Complaints

If something is not right, tell us and we will put it right where we can.

- **How:** by email to info@blacksandlab.com, by phone on +34 614 412 917, by post to Carrer de Fray Francisco Cabezas 13, Bajo C, 46019 València, Spain, or through the contact form on our site.
- **What we do:** we register every complaint and send you a reference number and a written acknowledgement. We reply as soon as possible and within 15 days at the latest.
- **Complaint forms:** official complaint forms (hojas de reclamaciones) are available at our studio and showroom.
- **Out-of-court resolution:** we are not currently adhered to a consumer arbitration or alternative dispute resolution scheme. If we cannot resolve your complaint, we will tell you in writing which body is competent (the Junta Arbitral de Consumo de la Comunitat Valenciana) and whether we will take part in its procedure. You can also contact your local consumer office or, for cross-border issues within the EU, the European Consumer Centre in your country.

18. Your personal data

We use your personal data to prepare your quote, process and deliver your order and keep the records the law requires, as explained in our Privacy policy.

19. Changes to these terms

We may update these terms from time to time, for example when the law changes. The version that applies to your order is the one attached to your quote or shown at checkout when you ordered, and a later change never affects an order already made. We date and number every version and keep the old ones. You can ask us for the version that applied to your order.

20. Law and courts

These terms are governed by Spanish law. If you live in another country, you also keep the protection of the mandatory consumer law of your country of residence.

If you are a consumer, you can bring a claim in the courts of your place of residence or in the courts of València. We can only bring a claim against you in the courts of your place of residence.

21. Language

These terms are available in English and Spanish. Both versions have the same content. If there is a difference between them, the version more favourable to you applies.