Trade terms of sale

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These terms apply when a business buys Sand Store pieces or material samples from Blacksand Lab: architects, interior designers, studios, contractors, hotels, restaurants, retailers, galleries and anyone else buying for business purposes. We send them with every trade quote, and you accept them when you accept the quote in writing or pay the deposit. Consumer law and our consumer Terms of sale do not apply to trade orders, except where these terms say so. Bespoke and Production projects are covered by our Service terms.

The seller is Bryant Creative Industries, S.L.U. (Sociedad Unipersonal), trading as Blacksand Lab ("Blacksand", "we", "us"), Carrer de Fray Francisco Cabezas 13, Bajo C, 46019 València, Spain; NIF B26574954, VAT number ESB26574954; Registro Mercantil de Valencia, Hoja V-231290; info@blacksandlab.com, +34 614 412 917. We are the only seller and your only contracting party. Each piece is designed by a designer of the Blacksand Collective, who licenses the design to us and is credited for it. The designers are not parties to your contract.

1. Who these terms apply to

Trade buyer. You are a trade buyer if you buy in the name of a company, or as a self-employed professional, for your business, and give us your company name, VAT or tax number and address. You confirm this when you accept our quote.

Buying for a private client. If you are a designer or architect ordering for a private client, tell us who the buyer is. If the contract and the invoice are in your client's name, your client buys as a consumer under our Terms of sale and you act as their representative. If they are in your name, you buy under these trade terms.

Bespoke and Production. A new piece designed for you (Bespoke) or the printing of your own files (Production) is covered by our Service terms. If one quote includes both Sand Store pieces and Bespoke or Production work, these terms apply to the Sand Store pieces.

Your own terms do not apply. These terms apply instead of any terms in your purchase orders, specifications or other documents, unless we agree otherwise in a document signed by both of us.

2. Trade status and trade prices

Trade prices are only for professionals buying for their business. When you answer "Yes" to the question "Are you a trade professional?" on our site, ask us for trade prices or accept a trade quote, you confirm that you are one.

Proof. Before we quote, or at any time, we may ask you to show that you are a trade professional, for example with your company or studio name, your VAT or tax number, and your website or portfolio.

Refusing or withdrawing trade prices. We may refuse trade prices, or withdraw them for future orders, if you do not give us the proof we ask for, if you are not or are no longer a trade professional, or if you break these terms (for example by paying late or by disclosing our trade prices). If you obtained trade prices by giving us false information, we may also cancel any order that is not yet in production and refund what you paid for it. We never refuse or withdraw trade prices because of the prices at which you resell our pieces.

Confidentiality. Our trade prices, discounts and quotes are confidential. Share them only within your business and with your professional advisers, and do not publish them. This does not stop you from telling your own clients the prices you charge them.

Volume pricing. Where we offer volume pricing, it is set out in the quote and applies only to that quote.

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3. Quotes, orders and acceptance

Quotes. We reply to a trade request with a written quote that sets out the pieces and their options, the price, the delivery terms and cost, the deposit, the lead time and how long the quote is valid. A quote is valid for 30 days unless it says otherwise. After that, prices, lead times and delivery costs may change.

These terms are part of every quote. Every quote refers to these terms and their version, and we attach a copy. Please read them before you accept, in particular sections 9 (inspection and claims), 10 (trade warranty), 12 (liability) and 13 (ownership until payment).

When the contract is made. The contract is made when you accept the quote in writing (email is fine) and pay the deposit. Paying the deposit also counts as accepting the quote and these terms. If the quote asks for no deposit (for example under credit terms agreed in writing), the contract is made when you accept it in writing. We then confirm your order in writing, usually with a pro forma invoice or an order confirmation.

Documents. The contract is made up of, in this order of priority: any specific agreement signed by both of us, our order confirmation, the quote it confirms (with any specification you approve under section 4) and these terms.

Changes to an order must be agreed in writing. Email is fine.

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4. Specification, suitability and approval

You choose the pieces. You are responsible for checking that the pieces, quantities, dimensions, weights, options and second materials you order are right for your project, and that they suit the place where they will be used and the way they will be used. This includes checking:

- that the floor or structure can carry the weight of each piece on its footprint, during delivery and handling too. Some of our pieces weigh 300 kg or more on a small footprint, which can exceed what a standard residential floor is designed to carry at one point. On upper, raised or timber floors, have this checked by a structural engineer;
- whether a piece must be anchored or fixed, for example a tall or narrow piece in a public area;
- the rules that apply to your project, for example fire safety, building, accessibility and health and safety rules, and the requirements of your client's insurers.

We are happy to share our product knowledge, but we do not provide design, structural, electrical, fire or building-code advice. Any guidance we give is general information that your project team must check.

Domestic and contract use. Unless the product page or your quote states that a piece is suitable for contract (non-domestic) use, our pieces are designed for domestic use. Hotels, restaurants, bars, offices, shops and public spaces mean heavier and more frequent use, and have their own rules. If you plan to use a piece in one of them, ask us first. We will tell you in writing whether the piece is suitable and on what conditions, which may include a different specification, fixing, testing or price. Using a piece in a contract setting without our written confirmation is at your own risk.

Approval. For pieces with options or a second material (for example a resin or glass top, metal, wood or a light fitting), and for any change you ask for, we send you a specification (and, where needed, drawings, renders or a sample) to approve in writing. Production starts only after your approval, and we make the pieces to the approved specification. If the look of a second material matters to you, ask for a sample before you approve.

Changes to a design. Our pieces are designed by the designers of the Blacksand Collective. Changes beyond the options we list (for example to size, proportions, material or finish) need the designer's agreement, may be treated as Bespoke work under our Service terms and are quoted separately.

Changes after approval may change the price and the lead time. We will tell you before going ahead.

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5. Our pieces and the material

How they are made. Our pieces are 3D-printed in black quartz sand (binder jetting) by our specialist production partners, infiltrated with acrylic resin that hardens them, and finished, checked, assembled and shipped from València. The finish is natural: no paint and no coating. Large pieces may be printed in several parts and bonded together.

Character of the material. Visible grain and layer texture, slight variations in tone, sheen and texture between pieces and within a piece, small surface pores and irregularities, visible bond lines on pieces made in several parts, and slight dimensional variation are part of the material and the design. They are not defects. Our product pages and spec sheets describe them.

Dimensions and weights on our site, spec sheets and quotes are nominal, within normal tolerances for sand printing. The price in your quote is fixed: the actual weight of a finished piece can vary slightly, and that never changes the price.

Images. Some images on our site and in our presentations are AI-generated or AI-edited visualisations, labelled "AI-generated image" on or next to the image. What you buy is the piece as described in the quote and the approved specification. If the finish matters to you, order a material sample pack before you buy.

Use limits. Unless the product page or the quote says otherwise:

- our pieces are for indoor use in dry places, and are not waterproof or watertight (vessels are for dried flowers only);
- they are decorative objects and not for contact with food or drink;
- heat and strong direct sunlight can soften or discolour the resin, so keep them away from heat sources;
- candleholders must only be used with candles in a metal or glass cup or insert, and a lit cigar, embers or ash must never rest on the sand surface;
- they are strong in normal use but can chip or crack if knocked or dropped, and their edges can be abrasive.

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6. Prices, VAT and resale prices

Trade prices are in euros and exclude VAT. Pieces are priced by weight, at the trade rate per kilogram we give you, plus any listed options and second-material lines. Delivery, crating, insurance, carrying in and installation are not included unless the quote says so. We may change our rates, but a change never affects an order we have confirmed.

VAT. We charge Spanish VAT (IVA) unless the law allows otherwise. For deliveries to a business in another EU country, we invoice without Spanish VAT (an exempt intra-Community supply: you account for the VAT in your country) only if, before we invoice, you give us a VAT number that is valid in the EU VIES system, and the goods are transported to another EU country. For deliveries outside the EU VAT area (including the Canary Islands, Ceuta and Melilla), we invoice without VAT only where the law allows it and we hold proof of the export. If these conditions are not met, we charge Spanish VAT.

Import costs. Outside the EU VAT area, you pay all import duties, taxes, customs clearance fees and local charges in the destination, unless the quote expressly says that delivery is duty paid (DDP).

Resale prices. Any retail prices we publish or give you are recommended prices only. You are free to set your own resale prices. We do not set minimum resale prices or minimum advertised prices, and our supply and our terms never depend on the prices at which you resell.

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7. Payment

Deposit and balance. All our pieces are made to order. Unless the quote says otherwise, you pay a 50% deposit when you accept the quote, and the balance before dispatch or collection. Samples and sample packs are paid in full before dispatch. Production starts once we have received the deposit and your approval of any specification.

The deposit is a part payment of the price. It does not allow either of us to withdraw from the contract by losing it or paying it back twice.

Credit terms. We only give credit terms if we agree them in writing, and never for longer than 60 days from delivery, as Spanish Law 3/2004 on late payment requires.

How to pay. By bank transfer or card (including payment links and, when it is available, our online checkout), in euros. You pay all bank charges on your side of the payment.

Late payment. If you pay late, interest at the statutory rate under Law 3/2004 (the European Central Bank rate plus 8 percentage points) runs automatically from the due date, without notice. We are also entitled to a fixed €40 for each late invoice and to any further reasonable, documented recovery costs.

Pausing work. If a payment is overdue, we may pause production or delivery of any of your orders until it is paid, and the delivery dates move accordingly.

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8. Lead times and delivery

Lead times. Our pieces are made to order. Production normally takes 4-6 weeks, and your quote states the lead time for your order. Lead times run from the latest of our order confirmation, receipt of the deposit and your written approval of any specification. They are our best estimate, given in good faith. A delivery date is only fixed and binding if we expressly agree it as such in writing.

Delay. We tell you as soon as we know of a delay and give you a new date. If, for reasons on our side, we dispatch more than 8 weeks after the lead time starts to run (as set out above), you may cancel the affected pieces in writing before they are dispatched, and we refund what you paid for them. Except in the cases listed in section 12, this is your only remedy for late delivery.

Partial deliveries. We may deliver an order in parts. Each delivery is invoiced separately unless the quote says otherwise.

Incoterms. Delivery terms follow Incoterms 2020. Unless the quote says otherwise:

- if you or your forwarder collect, delivery is FCA our studio in València;
- if we arrange transport, delivery is DAP at the address in the quote, unloaded by you.

Where loading or unloading needs special lifting equipment, the quote says who provides it. Delivery is kerbside (to the nearest point at the address that the vehicle can safely reach) unless the quote says otherwise. Carrying in, unpacking, positioning, assembly and installation are not included unless we agree them. Risk passes to you as set by the agreed Incoterm.

Site conditions. You are responsible for safe access to the delivery address, for unloading, and for the right equipment and enough people to receive and move heavy pieces (some weigh 300 kg or more), such as a pallet truck, a forklift or other lifting gear. Before delivery, check that the access routes, doors, lifts, stairs and floors can take the size and weight of the pieces, and arrange any parking or street-use permits. If a delivery fails or is delayed because of the site conditions or because nobody is there to receive it, you pay the extra costs (waiting time, return, storage and redelivery).

Collection and storage. If you ask us to hold finished pieces, or you do not collect or accept delivery within 14 days of our notice that they are ready, risk passes to you at the end of that period, we may invoice the balance, and we may charge reasonable storage and insurance costs. If, 60 days after our notice, you have still not paid and collected or accepted delivery, we may, after a written reminder, end the contract for those pieces, keep them, and set the deposit against the costs and losses this causes us.

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9. Inspection and claims

On delivery, check the number of packages and their condition before you sign. Note any visible damage on the carrier's delivery note, and send us photos of the packaging and the pieces within 48 hours. This lets us claim from the carrier. Keep the packaging until you have checked the pieces.

Shortages and visible defects. Report any shortage, wrong piece or visible defect in writing within 7 days of delivery.

Hidden defects. Report any defect that could not be seen on delivery in writing within 14 days of discovering it, and within the warranty period in section 10.

How to claim. Write to info@blacksandlab.com with your order number, a description of the problem and photos.

If you do not notify us within these periods, the pieces are treated as accepted as regards that shortage, damage or defect, and we are not liable for it, except where section 12 says our liability cannot be limited.

Do not install a piece that is visibly damaged or defective. Installing it is treated as accepting its visible condition. Do not return pieces without our written agreement. We arrange the return of anything we accept as defective.

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10. Trade warranty

What we cover. We warrant that our pieces are free from defects in materials and workmanship for 2 years from delivery.

What we do. If a piece is defective, we will, at our choice, repair it, replace it, or refund or credit the price of the defective piece. We pay for the repair or replacement and for transport to and from the original delivery address. Costs of access, removal and reinstallation are not covered, except where section 12 says our liability cannot be limited.

What is not covered:

- the character of the material described in section 5;
- normal wear and tear;
- damage after delivery, including transport you arrange and handling on site;
- installation that did not follow our instructions, or was done by someone who was not qualified;
- use in a contract (non-domestic) setting without our written confirmation (section 4), and use outdoors, in wet or humid places or against our instructions and warnings;
- contact with food or drink;
- exposure to heat sources or strong direct sunlight;
- candles used without a metal or glass cup or insert, and a lit cigar, embers or ash placed on the sand surface;
- loads above those stated on the product page or spec sheet, and standing, sitting or climbing on pieces not designed for it;
- pieces that have been cut, drilled, sanded, modified, repaired or rewired by anyone else without our written approval;
- bulbs and other replaceable light sources, which are consumables (we replace any that fail on arrival).

This warranty replaces any other warranty or condition about the quality or fitness of the pieces, including the statutory rules on hidden defects in the Spanish Civil Code and Commercial Code, to the extent the law allows. It never excludes our liability for defects we knew about and did not tell you.

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11. Installation, safety and compliance

These obligations help keep the people who live and work with our pieces safe, so please take them seriously.

Qualified installation. Lighting wired into the mains, and all pendants, must be installed by a qualified electrician following the rules of the country of installation (in Spain, the REBT, through an authorised installation company). The installer is responsible for choosing fixings suitable for the ceiling or wall and for the weight of the piece. We do not install pieces unless we agree it in writing.

Heavy pieces. Move heavy pieces with enough people or suitable lifting equipment, never lift them by a top, an edge or a second-material part, place them on a level floor that can carry them (section 4), and anchor them where our instructions or the rules of your project require it.

Instructions to the end user. You must pass our instructions, safety information and warnings on to your client or the end user, and keep the labels and the identification marked on the pieces. These include: not for food or drink; candles only in a metal or glass cup or insert, never left unattended; never rest a lit cigar or ash on the sand surface; indoor use in dry places.

No modifications. Do not modify, cut, drill, sand, rewire or coat our pieces, or combine them with other products, without our written approval. Anyone who substantially modifies a product can become responsible for it as its manufacturer under EU law.

Quartz dust. Our pieces contain quartz (crystalline silica). They are safe in normal use, but cutting, drilling or sanding them creates harmful dust. Do not cut, drill or sand them. If this is unavoidable (for example to fix a piece in place, with our written approval), it must be done by a professional using wet methods, dust extraction and an FFP3 or P3 mask.

Your project's rules. You are responsible for making sure that the use of our pieces complies with the rules that apply to your project, for example fire safety and building rules for hotels, restaurants and other public spaces, accessibility rules and the requirements of your client's insurers.

Outside the EU and EEA. Our lighting is made for 220-240 V and to EU rules (CE marking). Some countries require local certification or listing for lighting (for example UL or ETL in the United States and Canada, or RCM in Australia and New Zealand), and other local rules may apply. If you order for a country outside the EU and EEA, you are responsible for local certification, import and compliance, and for installation by a licensed local electrician. We can supply documentation on request.

Lighting delivered outside Spain. If we deliver lighting to you in any country other than Spain, including other EU countries, you are responsible for meeting that country's local rules for placing it on the market and installing it, including any registration and take-back obligations for electrical equipment that apply to you there, unless we agree otherwise in writing in the quote.

Indemnity. You will compensate us for claims, losses and reasonable costs (including reasonable legal costs) we suffer because you, your contractors or your clients did not meet the obligations in this section or in sections 4 and 15, except to the extent they were caused by a defect in our piece or by our own fault.

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12. Liability

Please read this section carefully: it limits our liability.

- We are liable only for loss that was reasonably foreseeable when the contract was made.
- We are not liable for indirect or consequential loss, or for loss of profit, revenue, business, contracts or goodwill, project delays, penalties or liquidated damages under your contracts with others, or the cost of removing and reinstalling pieces.
- **Our total liability arising from or in connection with an order is limited to the price of that order, excluding VAT.**
- Nothing in these terms excludes or limits our liability for fraud or wilful misconduct (dolo), for gross negligence, for death or personal injury caused by us, under product liability law, or for anything else the law does not allow us to exclude or limit. The limits above do not apply to those cases.
- The rights of people injured by a defective product under product liability law are never affected by these terms.

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13. Ownership until payment

The pieces remain our property until we have been paid in full (retention of title, agreed before delivery, as Article 10 of Spanish Law 3/2004 allows). Until then, you must store them separately and identifiably, insure them, and not pledge them or use them as security. If anyone tries to seize them, tell them that the pieces are ours and tell us straight away. Risk still passes to you as set out in section 8.

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14. Cancellations, changes and returns

Before production starts, you may cancel an order in writing. We keep the costs we have already incurred (for example second materials or production capacity booked for your order) and refund the rest of the deposit.

Once production has started, you can cancel only by paying for the work done and the materials ordered up to that point, which we may deduct from the deposit. If the pieces are finished, the full price is due.

No returns. There is no right of withdrawal for trade orders. Because our pieces are made to order, they cannot be returned unless they are defective (sections 9 and 10).

Samples. Samples and sample packs cannot be returned. We may, at our discretion and as a goodwill gesture, accept the return of unused samples in perfect condition, on terms we agree in writing. Your quote sets out any special terms for trade samples.

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15. Retailers and resellers

If you buy our pieces to resell them:

- sell them under the Blacksand Lab name, crediting the designer, with our instructions and safety information. Do not rebrand them, or put your own name or brand on them as the maker;
- before you sell a piece, check that it carries its identification and comes with its instructions and safety information, and do not sell a piece you believe is unsafe;
- store and transport the pieces so their condition is not affected;
- in your online listings, show the information EU product safety law requires: our name (Bryant Creative Industries, S.L.U., trading as Blacksand Lab), our postal and email address, a picture of the piece, its type and model, and its warnings and safety information, in the language of your buyers;
- keep your own records of which piece (model and serial or batch number) you supplied to which buyer for 10 years, in line with the data protection law that applies to you, so that safety information can reach them;
- tell us within 2 working days of any accident, complaint or concern about safety, and cooperate with any corrective action, safety notice or recall, including contacting your customers;
- do not change the pieces, their packaging or their documentation.

You set your own resale prices (section 6). Buying to resell does not make you our agent, franchisee or exclusive distributor, unless we sign a separate agreement that says so.

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16. Designs, images and confidentiality

Designs. The designs of our pieces belong to their designers and/or to Blacksand, and the designers license them to us. Our names, drawings, spec sheets, 3D models, images, texts and other material are ours or licensed to us. You may use our images and specifications only to specify, present, sell and document our pieces, crediting Blacksand Lab and the designer. You may not reproduce our designs, scan or model them, have them copied or made by others, or use our material to make derivative products or files. We do not supply 3D or production files.

AI-generated images. If an image we give you is labelled as AI-generated or AI-edited, keep the label when you use it.

Project photography. We would love to show finished projects. We will ask before we photograph or publish your project, and we will only show your name, your client's name or the location with consent. You may publish your project with our pieces, crediting Blacksand Lab and the designer.

Confidentiality. We keep your project information confidential and share it only with the people who need it to make and deliver your order, such as our production partners and carriers. You keep confidential our

trade prices and quotes (section 2) and any information we mark as confidential.

17. Events outside our control

Neither of us is liable for delay or failure caused by events outside our reasonable control, such as natural disasters, fire, flood, epidemics, war, strikes by third parties, failures of carriers or suppliers that could not reasonably be avoided, or acts of public authorities. The affected party will tell the other promptly and do what it reasonably can to limit the effects. If the event lasts more than 8 weeks, either of us may cancel the affected pieces that have not been dispatched. We then refund what you paid for them, less the reasonable costs of any work already done for you.

18. Personal data

We use the business contact details of your team only to manage quotes, orders and our business relationship, as explained in our Privacy policy.

19. Sanctions

You will not sell, export or deliver our pieces, directly or indirectly, to Russia or Belarus, or to any person, entity or destination subject to EU sanctions, and you confirm that you are not such a person or entity and are not owned or controlled by one. We may cancel an order, without liability, if we reasonably believe that it would breach EU sanctions.

20. General

- If any part of these terms is found to be invalid, the rest remains in force, and the invalid part is replaced by a valid term as close as possible to its purpose.
- If we do not enforce a right straight away, we can still enforce it later.
- You may not transfer your rights or obligations under a contract to someone else without our written agreement. We may use subcontractors, such as our production partners and carriers, and we remain responsible to you for their work.
- We may update these terms. The version that applies to an order is the one we sent with the quote you accepted.

21. Law, courts and language

These terms and every trade contract are governed by Spanish law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply. The courts of València (Spain) have exclusive jurisdiction over any dispute, although we may also bring a claim in the courts of your registered office. These terms are available in English and Spanish. If there is a difference between the two, the Spanish version prevails.