

Topia

Bath & Kitchen

Terms and Conditions

Terms and Conditions:

1. Introduction

- 1.1 Acceptance of Terms: By accessing and using our website and services, you agree to comply with and be bound by these Terms and Conditions.
- **1.2 Modification of Terms:** We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website. It is your responsibility to review these terms periodically.

2. Delivery Terms

- **2.1 Standard Delivery:** Delivery timelines depend on the specifics of the project. Standard delivery requires **75–90 days** from the date of award of a technically and commercially approved order.
- **2.2 Delayed Delivery by Company:** If delivery exceeds **30 days** beyond the pre-agreed date as per the contract, the company (Utopia Bath and Kitchen) will incur a penalty of **AED 2,500 per week**.
- 2.3 Delayed Acceptance by Customer: If the customer fails to accept or take delivery within 15 days of the agreed delivery period, the balance amount must be paid, along with AED 2,500 per week for storage expenses.

3. Drawings and Samples

- 3.1 Shop Drawings: We will provide shop drawings for approval before manufacturing.
- **3.2 Customer Obligations:** Customers must provide technical drawings for plumbing and electricity before material delivery. The company is not responsible for damages caused during installation if these drawings are not supplied.
- 3.3 Sample Approval: Customers must approve all product samples for finishes and colors prior to production.

4. Exclusions

The following works are excluded unless explicitly mentioned in the contract:

- All MEP-related works.
- All Civil-related works.
- Structural support for island hoods or any other works not explicitly stated.
- Any other works not explicitly mentioned by Utopia Bath and Kitchen.

5. Payment Terms

- 5.1 Advance Payment: 50% of the total value is payable upon order confirmation.
- **5.2 Balance Payment:** 50% is due before delivery.
- 5.3 Returned Cheques: Payments via returned cheques will incur a AED 1,000 service fee.

6. Cancellations and Amendments

- 6.1 Order Placement: The Purchase Order will be placed on the next working day following payment.
- **6.2 Amendments:** Amendments to orders must be confirmed in writing and will be accommodated within a reasonable timeframe.
- **6.3 Cancellations:** If cancellation occurs after three working days, the down payment is non-refundable. Cancellation is only valid when initiated by the company. Unilateral cancellations by the customer will result in forfeiture of the advance payment.

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7. Guarantee

7.1 Quality Assurance: All components and materials conform to international standards and are inspected before dispatch to ensure quality.

7.2 Warranty Period:

- Ceramic basins and toilets are guaranteed for 25 years from the date of installation.
- Tapware and mixers are guaranteed for 12 years from the date of installation.
- Accessories are guaranteed for 12 years from the date of installation.
- Baths are guaranteed for 25 years from the date of installation.
- Spas are guaranteed for 5 years from the date of installation.
- Kitchen surfaces and components are guaranteed for 10 years from the date of installation.
- Wardrobe surfaces and components are guaranteed for 10 years from the date of installation.
- All guarantees cover defects due to manufacturing defects such as faulty raw materials or workmanship but excludes improper use or impact loads after installation.

8. Intellectual Property

- **8.1 Ownership:** All content on our website, including text, graphics, logos, images, and software, is the property of Utopia Bath & Kitchen General Trading LLC and is protected by international copyright laws.
- **8.2 Use of Content:** Unauthorized use of any content from our website is prohibited. You may not reproduce, distribute, or create derivative works without our explicit written consent.

9. Limitation of Liability

- **9.1 No Liability for Indirect Damages:** Utopia Bath & Kitchen General Trading LLC shall not be liable for any indirect, incidental, or consequential damages arising from the use of our products or services.
- **9.2 Maximum Liability:** Our maximum liability shall not exceed the total amount paid by the customer for the specific product or service that gave rise to the claim.

10. Governing Law

10.1 Jurisdiction: These Terms and Conditions are governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising shall be subject to the exclusive jurisdiction of the courts in the UAE.

This document reflects the commitment of Utopia Bath & Kitchen General Trading LLC to provide transparent terms while maintaining the highest standards of quality and service. For further information or queries, contact us:

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