



GENERAL TERMS AND CONDITIONS OF SALE – SALIMA FILALI

ORDER PROCESS

All orders must be received in writing - dated and signed quotation. Orders can be placed directly via email at: contact@salimafilali.com.

PRICES

The prices displayed on the quotations are exclusive of transportation and installation. The transportation costs are independent of Salima Filali and will be communicated and integrated into the invoices as soon as possible. The transportation rates depend on the deadlines, quantity, destination, and grouping of orders.

VAT

Value Added Tax (VAT) is applied according to the regulations of the delivery country:

- **France:** 20%
- **USA:** Tax exempt
- **European Union countries:** VAT exempt for companies only
- **Switzerland:** 8.1%

PAYMENT TERMS

A **50% deposit** is required to validate and initiate the production of the order.

The remaining **50% balance** must be paid within **5 days** after the order leaves our workshop, starting the delivery.

ORDER

The production of the order will only commence after payment of the amount due. Before validating the order, the client must carefully check the following points:

- Verify the product specifications.
- Check the quantities. Ordering the correct quantities is essential as we cannot guarantee an exact match between orders due to the artisanal nature of the products. Salima Filali recommends adding a minimum of 10 to 15% of additional surface area for each order, considering the unique nature of each order.
- Check the delivery conditions and lead times.
- Once production has started, orders cannot be canceled. Everything is custom-made for each project.
- Salima Filali can provide support with surface layout and ordering calculations. This service may be subject to an additional fee. While Salima Filali may assist in surface calculation, the **final responsibility** for confirming surface measurements lies with the client.

TRANSPORTATION AND DELIVERY

The products are manufactured in Fes, Morocco. We handle the importation and delivery to the specified address. The transportation is independent of the zellige tiles order from Salima Filali. We consult our various carriers based on the destination and quantity to deliver to you in the best possible time and at the best rates.

The tiles are packaged in cardboard boxes or wooden crates depending on the orders and models. The provided delivery times are estimations based on averages. Delivery dates cannot be guaranteed.

The carrier will inform the recipient (client or designated contact person) when the goods are ready for delivery. Once a delivery date has been agreed upon, it is the responsibility of the client to ensure that someone is present to receive the delivery. The goods are delivered at the building's entrance, on the street, or in a location accessible by a truck of up to 12 tons with a lifting platform. It is the client's

responsibility to indicate any issues, such as pedestrian streets or difficult access for transportation, etc. We are not responsible for unpacking the pallet or transferring the cartons to the construction site or upper floors. We are not liable for delivery delays after the order has left our workshop in Morocco due to circumstances beyond our control.

Upon delivery:

Any damages observed on the pallet, cartons, or tiles must be documented, photographed, and reported within 48 hours of delivery. A description of the damages must be noted on the delivery receipt. Any claim must include photos. Quantities must be checked, and any missing products must be reported within 48 hours. We reserve the right to reject claims made after this deadline. Salima Filali disclaims any responsibility for breakage or damage after the order has been delivered in good condition.

At delivery:

Any damages observed on the pallet, cartons, or tiles must be documented, photographed, and reported within 48 hours of delivery. A description of the damages must be noted on the delivery receipt. Any claim must include photos. Quantities must be checked, and any missing products must be reported within 48 hours. We reserve the right to reject claims made after this deadline. Salima Filali disclaims any responsibility for breakage or damage after the order has been delivered in good condition.

WEIGHT AND DIMENSIONS

Each square meter (12-15 mm thickness) weighs approximately 23 kilograms, to which we must add the weight of the packaging (pallet and protection) for transportation. 1 square meter of pre-assembled zellige tiles consists of approximately 9 to 14 plate tiles. This may vary depending on the models and projects.

LEAD TIMES

All our products are made to order. Our lead times vary from one product to another and may also be extended at certain times of the year.

However, we generally aim to follow these timeframes:

- **Collection designs:** 6–8 weeks for shipment; 8–12 weeks for the USA.
- **Custom-made designs:** Lead times vary per project.
- **Exceptionally large quantities:** Lead times vary per project.

Delivery timelines are specified with each order.

Verification, Claims, and Return Conditions

The client must verify the **compliance, quality, shade, and quantity** of products before installation.

Any claim relating to non-compliance, defect, or delivery error must be made **in writing (by e-mail or letter)** within **48 hours of receipt** of goods.

No product may be installed, cut, or modified before complete inspection, which constitutes acceptance of the goods by the client.

Any installation or use of the products constitutes **final acceptance** and excludes any return, exchange, or compensation, even in cases of shade variation, reference error, or batch discrepancy.

Conditions for Return or Exchange

In the event of a proven delivery error or non-compliance reported within the required time, the seller will, at its discretion, replace or refund the affected product, provided that:

- The product is returned **intact, unused, undamaged**, and in its **original packaging** (boxes, pallets, protective materials, etc.);
- The products are made available for collection or returned according to arrangements agreed between the parties.

ORDER MODIFICATION AND CANCELLATION

Any modification to a confirmed and paid order must be made in writing and is subject to approval.

Modifications can only be accepted if production has not yet started.

Once production has begun, cancellations are non-refundable.

LIMITATION OF LIABILITY

We provide installation and maintenance instructions by e-mail (PDF) or phone, but our responsibility is strictly limited to the **supply of decorative products**.

We are **not responsible** for any errors or poor practices in installation, cleaning, or maintenance.

Zellige tiles naturally display variations in **tone, texture, size, and finish** due to the handmade production process.

Each piece is unique, and these characteristics are an **inherent part of the charm of zellige**, not considered defects.

It is the buyer's sole responsibility to ensure they are aware of the characteristics of zellige before placing an order.

The seller shall not, under any circumstances, be held liable for:

- Costs related to removal, reinstallation, labor, or indirect damages resulting from a delivery error or non-compliance;
- Any consequences resulting from installation performed before product verification.

Natural Risk of Glaze Cracking

A natural phenomenon of glaze cracking may appear on approximately **5% of tiles**, due to lime content in the clay.

This is an **intrinsic characteristic** of zellige and shall not engage our liability.

COMMUNICATION AND PROJECT PHOTOS

We kindly request that clients share photographs of their completed installations.

Such images may be used for communication purposes (website, social media), unless **explicitly refused in writing** by the client.

ACCEPTANCE OF THE GENERAL TERMS

Placing an order implies **unreserved acceptance** of the present **General Terms and Conditions of Sale**.

APPLICABLE LAW AND DISPUTES

In the event of a dispute, both parties shall strive to reach an **amicable resolution**.

Failing that, the dispute shall fall under the **jurisdiction of the courts** of the location of Salima Filali's registered business, under the **law applicable in the country where the order was placed**.

INTELLECTUAL PROPERTY RIGHTS

All creations, models, drawings, designs, compositions, photographs, texts, logos, trade names, and all other content appearing on Salima Filali's communication materials (website, social media, catalogues, quotations, technical documents, etc.) are protected by **copyright and intellectual property law**.

These elements remain the **exclusive property** of Salima Filali, unless otherwise stated in writing.

No reproduction, distribution, modification, or use—whether partial or total—may be made without prior **written authorization** from Salima Filali.

Any unauthorized reproduction or use of all or part of these materials may result in **legal action** under applicable intellectual property laws.

Custom-designed projects remain the **intellectual property of Salima Filali**, who reserves the right to reproduce visuals for communication purposes, unless the client explicitly objects in writing.

CUSTOMIZATION AND DESIGN SERVICES

All designs in the collection can be **customized** according to our color palette and the desired quantities.

We also offer a **comprehensive design service**, allowing us to create unique zellige compositions tailored to your project.

CONTACT

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SALIMA FILALI

Créatrice de décors