NOVAZ

SALES TERMS & CONDITIONS

TRADING AGREEMENT

This Trading Agreement governs all commercial transactions with NOVAZ. By placing an order or trading with NOVAZ, you agree to be bound by these Terms and Conditions.

NOVAZ reserves the right to amend these Terms & Conditions at any time. Updated terms take effect upon publication on our official channels.

COMMUNICATION

Email is the only official and binding form of communication recognised by NOVAZ.

Messaging platforms such as WeChat, WhatsApp, and similar services are not official communication channels. These may be used for informal or operational convenience only, but NOVAZ does not accept responsibility for any errors, misunderstandings, or misinterpretations arising from such platforms.

To ensure clarity and traceability, all formal communication—including quotations, order confirmations, design changes, specifications, dimensions, and quality requirements—must be sent via email, with relevant NOVAZ team members included.

INTELLECTUAL PROPERTY

All NOVAZ intellectual property, including but not limited to product designs, photography, text, graphics, logos, icons, and software, is owned by or licensed to NOVAZ and protected under applicable international intellectual property laws.

Any unauthorised use may result in legal action. The customer agrees to indemnify NOVAZ for all related costs, including reasonable legal fees, arising from such infringement.

PRICING

All prices are quoted in USD unless otherwise stated and are based on FOB (Free on Board) terms at the port of manufacture.

Quotations are valid for 60 days from the date of issue. If an order is not confirmed within this period, NOVAZ reserves the right to update pricing.

Unless impacted by significant cost fluctuations, confirmed order pricing remains valid until 31 December of the current calendar year. Updated pricing for the following year will be communicated in Q4 and applied from 1 January.

Prices are subject to immediate adjustment in the event of USD depreciation against RMB of 2% or more.

ORDERS

Orders are confirmed for production only upon receipt of a 30% deposit or an irrevocable Letter of Credit (LC) for the full order value.

Each order must include a confirmed shipment request and destination. All orders remain subject to final confirmation by NOVAZ.

Project Orders

Project orders require a 50% deposit. Shipment schedules must be defined per phase and are subject to NOVAZ confirmation.

Custom Orders

Custom orders require 100% prepayment prior to production and are subject to NOVAZ approval.

Trade & Local Market Orders

Unless otherwise agreed in writing, all local (China) orders are quoted EXW (Ex Works) and exclude transport, insurance, duties, and taxes. The buyer is responsible for all local charges and agrees to indemnify NOVAZ against any related liabilities.

MINIMUM ORDER VALUE, MOQ & LCL POLICY

NOVAZ operates a structured order system designed to optimise container efficiency and freight cost.

Minimum Order Value (LCL)

- Minimum order value: USD 7,500 per shipment
- Applies to all LCL shipments
- A USD 500 LCL handling surcharge applies per order
- Full payment upfront is required to confirm your order

Orders below the container load threshold are shipped via LCL and may incur higher proportional freight costs.

Container Load Orders (FCL)

Orders are expected to optimise a 20ft container load. A USD 350 container handling surcharge applies per 20ft shipment.

Orders with excessive unused volume (typically over 5 CBM) may be subject to additional charges or may require adjustment before acceptance.

Fumigation

Where required, a USD 350 fumigation surcharge applies.

Item MOQ (per colour / model)

- Sofas & Loveseats: 4 pcs
- King & Queen Beds: 4 pcs
- Armchairs & Occasional Chairs: 4 pcs
- Dining Chairs: 24 pcs (12 pcs per colour split)
- Barstools & Counter Stools: 24 pcs (12 pcs per colour split)
- Case Goods: 4 pcs
- Modified Models: minimum 10 pcs
- New Developments: minimum 30 pcs

ORDER CANCELLATION & CHANGES

Orders cancelled within 10 days of production confirmation are subject to a 30% cancellation fee.

Cancellations are not accepted 10 days or more after production confirmation.

Order changes must be requested within 10 days of confirmation and require written approval from NOVAZ. Changes after this period are not accepted.

FORCE MAJEURE

NOVAZ is not liable for delays or failure to perform resulting from events beyond its reasonable control. This includes, but is not limited to, pandemics, supply chain disruption, power or internet failure, labour disputes, natural disasters, war, terrorism, government action, or factory relocation.

NOVAZ

SAMPLES

Samples are charged in advance and subject to the following terms:

- Existing models: +100% FOB (refunded upon qualifying order meeting MOQ)
- Modified models: +100% FOB (refunded upon minimum 10 pcs order)
- New developments: +200% FOB (refunded upon minimum 30 pcs order)

Standard sample lead time: 6–8 weeks depending on complexity.

PAYMENTS

Full payment must be received prior to shipment release.

Accepted payment confirmation is limited to funds received in NOVAZ's bank account. Bank slips or transfer confirmations are not valid proof of payment.

NOVAZ is not responsible for delays caused by late payments, banking delays, or incomplete transfers.

NOVAZ reserves the right to adjust payment terms, delay shipments, or suspend production based on credit risk or payment history.

Late payments are subject to interest of 3% per month (or the maximum legal rate), plus recovery costs and legal fees.

SHIPPING, HANDLING & STORAGE

All shipments are FOB unless otherwise agreed.

Standard production lead time is 8–12 weeks from receipt of deposit.

Shipping dates are estimates and may be adjusted due to production or logistics conditions.

Completed goods must be shipped within 2 weeks of readiness. After this period, storage fees of up to 2% per week may apply.

Customers are responsible for freight, insurance, customs clearance, duties, and destination taxes.

Custom carton markings, labels, or packaging requests must be confirmed within 2 weeks of order confirmation. Otherwise, standard NOVAZ packaging will apply.

PRODUCT CLAIMS

Claims are only accepted for confirmed defects in materials, workmanship, or order fulfilment errors.

Natural variations in materials (wood, fabric, leather, stone, finishes, etc.) are not considered defects.

All goods must be inspected upon receipt. Claims must be submitted within 10 days of delivery with full documentation (photos, packaging, labels, PI number, and container details).

Claims submitted after 10 days will not be accepted.

Approved claims may result in repair, replacement, or credit at NOVAZ's discretion.

CUSTOMER'S OWN MATERIAL (COM)

NOVAZ allows trade customers to submit their own designs or customize our frames.

NOVAZ offers COM as a trade service allowing customers to use their own upholstery materials on selected frames.

Once COM materials are approved and accepted, NOVAZ assumes no responsibility for performance, durability, colour fastness, flammability, or ageing of the material.

NOVAZ reserves the right to reject any material deemed unsuitable for production.

Warranty applies only to structural frame and workmanship. All other warranties, expressed or implied, are excluded.

NOVAZ is not liable for indirect, incidental, or consequential losses, including loss of use, time, or commercial opportunity.