

TERMS & CONDITIONS OF SALES

CONSULTATION AND PLACING ORDERS

Please contact us by e-mail, if you would like to enquire after certain products.

E-mail: info@benediko.com

QUOTATIONS AND ORDERS

Every order is confirmed in writing, by e-mail. Any amendments to your order must also be received in writing. For all orders, delivery times are quoted on receipt of order at the time the order is placed and are to be treated as estimates only.

PRICES

Prices for products are in EUR and exclusive of VAT, unless otherwise indicated. Prices are exclusive of freight, duties and export taxes. Unless indicated otherwise in writing by BENEDIKO, the prices are based on delivery on the basis of EXW (Ex Works), Freiburg Im Breisgau, Germany.

PAYMENT

BENEDIKO designs are made to order. We usually require full payment at the time of order to initiate production. The typical lead-time from payment of order, is 6-8 weeks. This is subject to variation.

DELIVERY

Our products are made to order, requiring lead times prior to shipping. When your order is nearing completion, we will contact you to schedule a date and time for delivery. All orders are despatched or can be collected from Benediko Head Office in Freiburg Im Breisgau, Germany. Items that are ready to ship, will be despatched from our Head Office within 72 hours.

Deliveries are quoted on an individual basis and may include crating charges or special transportation. Smaller items may ship via UPS. If your order is shipped UPS, a tracking number will be emailed to you.

We will endeavour to ensure that our courier provider delivers goods according to schedule, but we cannot be held liable for any inconvenience or cost resulting from the late delivery of goods.

DAMAGE, DEFECTS AND NON-DELIVERY

All Products are inspected and leave our workshop in immaculate condition. Please inspect the Products as soon as you receive them for defects or damage. If you find any Products to be

damaged or defective, you must notify us in writing including photographs of the claimed defect within three (3) days of receipt of delivery. Failure to make such claim shall constitute full and unqualified acceptance of the goods and a waiver of defects or other claims. If those Products are confirmed by us as damaged or defective we will, at our discretion repair or replace those Products, or refund the price paid by you. If return shipment is necessary we will cover this cost.

BENEDIKO's liability shall not exceed the contract price and BENEDIKO shall not be responsible for indirect, incidental, or consequential damages arising from this Agreement. Any loss or damage to the piece is the responsibility of the delivery company once the design pieces leave our workshop. In the event of damage or loss during transit, adequate insurance will cover all costs.

CANCELLATIONS AND RETURNS

All products are supplied on a made to order basis. Due to the selection of materials specific to BENEDIKO products, changes and cancellations will be accepted in writing ONLY up to 24 hours after order confirmation date and ONLY if confirmed by BENEDIKO in writing. A full refund to the original payment source will be made but may take up to 5 days to appear in your account.

The above right to cancel does not apply to any goods made to customer's specifications or bespoke items.

We really hope that you will be delighted with your purchase, however you have the right to cancel within 14 days from the date of delivery. All products must be returned in their original box and packaging in the condition they arrived in. The Customer should ensure adequate insurance. After the product is received and inspected for damages, and if none is found then the credit is issued. Certain products – such as products specially designed or manufactured for the customer – are excluded from any return. Products will be returned at the customer's expense.

Returns must be completed within 28 days from receipt of goods and returns will not be accepted outside of this period. Refunds will be made for the total original purchase price including any delivery charge (if the item is faulty or not what you ordered) for our item(s) to you.

WARRANTIES

All lighting products are made using the finest materials and wiring assembly processes are carried out and monitored to the highest standards. Unless particularly delicate features of a product design are either obvious or specifically drawn to the attention of the buyer or user, it is warranted that all such items are of contract quality and suitable for use in commercial interiors wired and tested to all relevant, and current standards and CE marked provided with Certificates of Conformity as and when required. All products are assembled with the use of European Standard components.

Lamps are supplied fully wired and conform to current EU legislation. Overseas wiring is in accordance with each country's requirements.

GENERAL

Benediko Design GmbH reserves the right to discontinue items without notice.

All our products are delivered with 2 years warranty except lampshades (where a 1 year warranty applies) against manufacturing defects. The warranty excludes damage resulting from shipping, accidents, alteration, misuse, tampering, negligence, abuse, or ordinary wear and tear.

Benediko Design GmbH is not responsible for damages relating to natural fading or discolouration, oxidation, humidity, prolonged exposure to sunlight and to salt air or other unsuitable environmental conditions.

Wood, stone, glass, iron and other decorative materials vary in tone, colour, character and texture: variations are inherent in such materials and finishes and should be expected.

As BENEDIKO pieces are hand tooled and hand made to order, measurements and finishes may vary from those noted. Dimensions are given to the nearest cm.

DATA PROTECTION

We will naturally ensure that your interests are protected according to the legal data protection regulations. In addition, we guarantee that as a BENEDIKO customer your address data will not be passed on to third parties. If you no longer wish to receive our offers in the future you may oppose our use of your data for advertising purposes.

DESIGN POLICY AND COPYRIGHT

All products are exclusive designs belonging to Benediko Design GmbH. Please do not submit design sheets featuring Benediko products to other manufacturing companies. Any manufacturer found to be re-producing a BENEDIKO design will be breaching copyright or EU Design Right laws.

WEBSITE POLICY

Please contact Benediko Head Office in advance of designing a website which includes any BENEDIKO images. In appropriate instances use of images will be allowed at the sole discretion of BENEDIKO and subject to signing a partner image licence and the following conditions.

- All websites featuring BENEDIKO images must be approved before going live
- Products must not be available for online purchase
- No prices should be detailed in any circumstances
- The text 'From the Benediko collection' must be included alongside any images featured
- BENEDIKO images are not to be changed or altered in any way

COMPANY REGISTRATION DETAILS

Benediko Design GmbH
Eichhalde 42
79104
Freiburg im Breisgau
Germany
E-Mail: info@benediko.com

Company headquarters

Freiburg, Germany

Commercial register

AG Freiburg HRB 720641

Turn tax identification number

DE326597861