

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

We build lighting and furniture on a customer request basis and require a 50% deposit to initiate your order. Upon receipt of your deposit, we will send you a confirmation to ensure your order information is accurate. When your order is nearing completion we will contact you to arrange a delivery time. The balance will be due prior to shipment.

Ready-to-ship orders require a full payment on placing the order because of the short lead time to dispatch the goods.

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.

INSPECTION, DEFECTS AND NON-DELIVERY, RETURNS

The customer must inspect the products upon delivery. Benediko Design GmbH shall not be liable for any defects in the products unless written notice with a statement of reasons is given to BENEDIKO within 7 days of delivery. If complaints have not been made in the above-mentioned

manner and within the aforementioned period of 7 days, the delivery shall be considered unconditionally accepted.

Customary deviations shall not be reasons for complaint.

Any liability of BENEDIKO for non-delivery or defective products shall to BENEDIKO's discretion be limited to replacing, repairing or making up the products within a reasonable time.

No order can be cancelled or accepted without previous written agreement of BENEDIKO.

Products may not be returned without BENEDIKO's permission. If BENEDIKO agrees to take the products back, the customer shall obtain a return merchandise authorisation number (RMA number). Any products returned must be provided with the RMA number by the customer and be received by BENEDIKO within 7 days of delivery and must be complete, undamaged and in original packaging. Products returned after 7 (seven) days as unwanted or incorrectly ordered will be accepted at the discretion of BENEDIKO and will be subject to a restocking fee representing 30% of the invoice value of the products.

Certain products – such as products specially designed or manufactured for the customer – are excluded from any return.

The customer is responsible for returning products to BENEDIKO and for providing proof of delivery of such return.

Products will be returned at the customer's expense.

CANCELLATIONS

Orders cancelled once manufacture is under way will be subject to a 20% cancellation charge. Any cancellation of custom orders will be subject to a 50% cancellation charge. Where a customer supplies their own material, Benediko will not be liable for the resulting finish of the product.

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.

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.

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

