



TERMS AND CONDITIONS

Terms and Conditions are subject to change, for the latest version on these Conditions please see it online on our Website. These Conditions can be saved electronically or printed by all users of our Website. Whilst they remain posted on our Website, these Conditions will apply to all transactions carried out via our Website, e-mail or/ and by telephone.

TERMS AND CONDITIONS FOR ORDERS PLACED WITH DELIGHTFULL.

VERSION DATED 07/12/2017

STOCK ITEMS

1. Ready to ship list.

DelightFULL keeps stock of all its best sellers throughout the whole year. These items are available for immediate delivery. This list is updated every Monday, please save these links:

<http://www.delightfull.eu/en/stocklist.php>

Worldwide shipping

-> Stored in Porto, Portugal.

<http://www.delightfull.eu/ready-to-ship-list-USA.php>

North America shipping only

-> Stored in Virginia, USA.

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PRODUCT FEATURES

1. We reserve the right, without prior notice, to discontinue products or change specifications on products.

2. Many finishes are applied by hand and may vary in color, tone and character. While DelightFULL will make every effort to match a finishes, no guarantee can be made of an exact match. DelightFULL does not guarantee finishes against fading and oxidizing throughout the years. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty of the material.

3. DelightFULL ships its products without bulbs to North America and other countries that use 110-120V outlets.

4. Standard Halogens bulbs are supplied free of charge in every product. However, DelightFULL will not be liable for any malfunction of these components during their lifespan. We offer warranty for any lighting fixture, but cannot for the bulbs since we are not the manufacturers.

5. Plugs and switches are included and in accordance with the standards of the country to which the product is destined. Any other controls, such as dimmer controls are not included.

6. DelightFULL is free to commit any design changes without prior notice. Images on the catalogue or website may vary from the final product. We work every day to enhance our product's quality, aesthetics, usability and reliability.

PRODUCT CUSTOMIZATION

1. DelightFULL has the ability to customize existing products or new products to meet contract specifications – all situations that require custom designs are subject to an upcharge. Special pricing based on quantity and features will be provided upon request for all customized products – decision will be made on a case-by-case basis and the Buyer will be notified of any said fees.

2. DelightFULL reserves the right to upcharge by up to 10% any product with copper finishes.

3. DelightFULL reserves the right to upcharge 50€/ \$75 per color to any product which uses a custom RAL color apart from its standard lacquered ones.

4. DelightFULL is able to provide all lighting pieces from the Heritage Collection with LED bulbs instead of halogen bulbs.

20 Euros are charged per each LED bulb (If there's the need of dimmable LEDs, request on purchase).

5. Before any order, DelightFULL is free to charge a design fee for more extensive drawings or renders the client may request for customized products. These fees are non-refundable once paid for and will be deducted on the final cost of the order.

PRICES

1. The values on our Euro and Dollar Price List are public and substitute any other published or advertised before.

2. Prices always refer to a single unit and VAT is not included in the price. All legal taxes and fees must be subsequently added to the price.

3. All prices are EX WORK from Porto, Portugal. They do not include any transportation cost or fees.

3.1. USA - All prices are FOB Virginia. They do not include any transportation cost or fees.

4. Each time there is a request to change the information in a proforma already signed and paid in advance, there is an additional cost of 150 Euros

4.1 USA - After payment it's not possible to change the information in your invoice.

5. Standard packaging is included in the price. Should the client require specific packaging, it will be charged accordingly.

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SHIPPING POLICY

1. For shipping quotations please contact DelightFULL.

2. Whenever the client chooses to transport the product(s) by his/her own method or mean, DelightFULL will be free of any charges or responsibility over events that might occur during transportation.

3. All transportations arranged by clients must be made through a Portugal based carrier.

4. If the transportation is requested to DelightFULL, it will be charged apart from the product's value. Please note all transportation services requires the receiver of the goods to verify their status with the carrier upon delivery.

The POD must be signed with reservations subject to verification with / without apparent damage and provided to DelightFULL whenever requested. DelightFULL will also not be liable for any damages resulting from handling, loading or unloading by people acting on behalf of the receiver. Any transportation of the piece from destination to a second location will forfeit any transportation damage claim.

4. DelightFULL reserves the right to charge an extra amount (It depending on the value cost from the Transportation company) on the transportation's price if the client postpones the expedition within 3 days or less prior to the agreed departure date.

5. For orders with the final destination out of Europe, DelightFULL reserves the right to issue the DU (export document) which has a cost of 80 Euros per invoice.

5.1. USA - For order shipped by air to the US, DelightFULL reserves the right to issue the DU (export document) which has a cost of \$120 per invoice.

STORAGE

1. Storage fees may be applied up to 120€ per m3 per week if outstanding invoice balance is not paid in full and/or shipping arrangements have not been made within ten (10) business days after being informed that the order is ready. The charge will be compounding weekly either in Portuguese or in the US warehouse. If the order is not picked up within 2 months, the pieces will automatically pass to the brand's stock list.

CERTIFICATIONS

1. DelightFULL may provide all of the following services for a special fee – please contact our staff regarding prices: Certificate of Origin, Authentication of Invoices, SASO Certificates, Inspections, Storage and Demurrage, Change of Details on Final Invoice.

CLAIM AND RETURN POLICY

1. Should the article received fail your expectations in any way, please provide written claim to DelightFULL within the first 48 hours after reception. Photographic evidence supporting your allegation must be sent by e-mail to: customercare@delightfull.eu or the respective sales representative. Upon confirmation of any defect, DelightFULL compromises to replace the defective part/piece integrally, within a period agreed with the client. The defective part/ piece must be received by DelightFULL in its original package before any replacement can be send - especially in all cases concerning customize products or new products created to meet contract specifications.

2. For all sales made to Russia, and in case of return the goods for complaint, it is the customer's responsibility to get the goods to a point of distribution in Europe, such as Italy or Germany, and support this shipping.

After checking the claimed piece and in case of proof of production problem, Delightfull will support all the previous transportation costs related to the fixing of the issue.

3. Any question that may arise from the interpretation, application or obedience to the Terms and Conditions must be viewed and resolved in accordance with the laws of Portugal.

4. DelightFULL will not be liable for any damages that might occur from handling and / or installation by persons acting on behalf of the client / receiver

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PAYMENT CONDITIONS

Standard Product - 40% to adjudicate the work (order);
 Custom-made Product - 50% to adjudicate the work (order);
 Orders go into production only after DelightFULL has confirmed that the final invoice is signed/stamped by the client and the adjudication value has been received; The payment must be made by account transfer (in Euros) and the confirmation (receipt) of the transfer must be sent along with the signed/stamped invoice by fax (+351 22 488 71 70) or e-mail (info@delightfull.eu).

The lead time starts the day the orders goes into production;
 Payments in advance are non-refundable.

LEAD TIMES

Heritage Collection: 6-8 weeks + 2 for customized works + shipping
 Graphic Collection: 8-10 weeks + 2 for customized works + shipping

PAYMENT DETAILS

<p>Order address Name: Secret Brands, Lda Address: Travessa Marques de Sá, 68 4435-324 Rio Tinto – Portugal</p> <p>Company's bank's address Name: BPI Account EUR Address: Rua Pedro Alvares Cabral, 865 Rio Tinto – Portugal</p>	<p>Account name Secret Brands, Lda IBAN PT50 0010 0000 4763 9440 0017 7</p> <p>SWIFT BBPIPTPL NIB 0010 0000 476 394 400 01 77</p>	<p>Contacts</p> <p>DelightFULL main office</p> <p>Tel.: +351 224 881 669 Cell: +351 912 528 471 Fax: +351 224 887 170</p> <p>E-mail: info@delightfull.eu Website: www.delightfull.eu</p>
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PAYMENT DETAILS (USA ONLY)

<p>Order address Demorais International, Inc. 9255 Center Street, Suit 102 Old Town Manassas Virginia 20110</p> <p>Company's bank's address</p> <p>Manassas, VA 20109</p>	<p>Account name Demorais International, Inc. IBAN 4350 3099 6500</p> <p>SWIFT BOFAUS3N</p> <p>ROUTING 051 000 017</p>	<p>Contacts Demorais International Joana Reis</p> <p>Cell: +1 917 267 8924</p> <p>E-mail: joanareis@demoraisinternational.com</p> <p>Website: www.demoraisinternational.com</p>
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