



TERMS AND CONDITIONS

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

All orders are subject to acceptance by the wholesaler ("Seller") of the Product Line ("Manufacturer").

Buyer ("Buyer") is defined as the person, firm or company, authority or government department, which purchases the Goods from the Seller.

ENTIRE AGREEMENT

Acceptance of orders is based on the express condition that buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by buyer will constitute buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein, shall be binding upon manufacturer unless prior written approval is signed and approved by an officer of manufacturer. No modification of any of these terms will be affected by manufacturer's shipment of goods following receipt of buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

FORCE MAJEURE

All quoted completion and delivery dates are estimates only, DELIGHTFULL shall not be liable for delays in completion, shipment, or default in delivery for any reason of force majeure or for any cause beyond Manufacturer's or DELIGHTFULL reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manufacturer's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Manufacturer or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer's performance due in whole or in part to any cause beyond Manufacturer's reasonable control, Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

PRODUCT FEATURE

1. We reserve the right, without prior notice, to discontinue products or change specifications on products.
2. DELIGHTFULL's finishes are manufactured by hand and may vary in color, tone and character. While DELIGHTFULL will make every effort to match each finishes, no guarantees can be made of an exact match. DELIGHTFULL does not guarantee finishes against fading and oxidation 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 makes every effort to accurately display the attributes of the Products, including applicable colors on its website. However the actual colors and textures displayed may depend on the user's device, and DELIGHTFULL cannot guarantee that such device will accurately display the same exact colors and textures. 3.1. Due to the nature of ESSENTIAL HOME manufacturing processes, techniques and selection of materials, certain products may exhibit slight variations, minor marks, pitting, porosity and/or color anomalies. Many wood, stone and metal materials and finishes may vary in color, veining, tone and character. It is considered to be part of their natural beauty.
4. All of the Seller's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the its catalogues, price lists or advertisements are close approximations only and intended to give a general description of the goods. Furniture and lighting pieces are handmade, and therefore are subject to slight variations.
5. DELIGHTFULL ships its products without bulbs to North America and other countries that use 110- 120V outlets.
6. 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 every lighting fixture but cannot offer warranty for the bulbs since DELIGHTFULL isn't the manufacturer.
7. Plugs and switches are included and in accordance with the standards of the country to which the product is shipped to. Any other controls, such as dimmer controls are not included.
8. 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.

PRODUCT CUSTOMIZATION

1. DelightFULL has the ability to customize existing products or new products to meet contract specifications – although some 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 final client will be notified of any said fees.
2. DelightFULL reserves the right to upcharge by up to 20% on 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. Per each LED bulb 20€ are charged. (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. The design fee is refundable once the client pays the lighting piece.

PRICES

1. The values on the Seller's 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 costs or fees.
4. Each time that there is a request to change the information in an invoice already signed and / or paid in advance, there is an additional cost of 150€.
5. Standard packaging is included in the price. Should the client require specific packaging, it will be charged accordingly.
6. All taxes and excises of any nature whatsoever now or hereafter collected by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered, hereby, shall be paid and borne by Buyer.
7. To receive net pricing, a U.S. tax exemption ID certificate or reseller's license is required for an account, or both items below:
 - Proof of valid membership (e.g. current membership ID) in one of these organizations:
 - ASID American Society of Interior Designers, or international affiliate
 - IIDA International Interior Design Association
8. Special conditions may be applied for large-scale orders. The Seller and the Buyer must agree upon said special conditions in a contract signed by the two parties. CONTACT: INFO@DELIGHTFULL.EU
9. Rappel discounts may be provided by the Seller after a comprehensive analysis of the purchasing order has been carried out.
10. DELIGHTFULL has the ability to customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features. Please contact DELIGHTFULL for contract quotes.

SHIPPING POLICY

1. All prices and transactions are EX WORK, and therefore do not include any transportation cost or associated fees.
2. When on behalf of the CUSTOMER, the loading, transport, logistics, custom clearance, insurance, unloading or installation of the piece at the place of destination is the entire responsibility of the CUSTOMER. DELIGHTFULL will be free of any charges or responsibility over events, loss, or any and all damages, during or after transport or installation. 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. Shipping Services are available upon request to DELIGHTFULL. Shipping services are charged separately from Product orders. Quotes for Shipping Services are sent via PRO-FORMA invoice and valid for 10 (ten) working days since the date of issuance.
4. Shipment arranged by DELIGHTFULL includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping addresses only. The personnel is not permitted to handle, uncreate or remove any packaging or materials. Should the CUSTOMER request a specific method of shipment beyond the aforementioned shipping method of DELIGHTFULL, the CUSTOMER is subjected to all additional costs of additional services.
5. Additional services would include, but are not limited to: air freight, special handling, and/or white glove services.
6. DELIGHTFULL will not be liable for any damages resulting from handling, loading or unloading by persons acting on behalf of the receiver. Any transportation of the piece from destination to a second location will forfeit any transportation damage claim.
7. All transportation services require the receiver of the goods to verify their status with the carrier upon delivery. According to the existing conventions CMR (1956), Warsaw (1929), Montreal (1999), Brussels (1924), CIM (1970), the receiver shall verify the goods conditions with the carrier on the receipt and keep the package. POD (Proof of Delivery) must be signed by the receiver. In case of apparent damage, the receiver must open the goods in front of the carrier and mention the damages on POD (Proof of Delivery). The receiver should keep the products in the final destination and save the packages.
8. All items must be inspected for damage prior to signing the POD (Proof of Delivery). Therefore, it is the customer's responsibility to inspect the goods and report damage within a maximum of 2 working days for any claim with transport to be accepted. DELIGHTFULL will not accept any claim on merchandise after 2 (two) working days. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. The customer must save all damaged crates/packaging until the claim with the carrier is settled. Signature of receipt by CUSTOMER'S agent or employee constitutes full acceptance of all packages stated on the bill of landing or electronic clipboard as is in condition.
9. The CUSTOMER is responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of the CUSTOMER's deposit. The refusal of damaged merchandise in no way relieves the CUSTOMER of responsibility for payment of goods. DELIGHTFULL shall not be liable for delay in shipment for any cause, nor shall any delay entitle the CUSTOMER to cancel or refuse delivery of any order that has been shipped. DELIGHTFULL will not honor any claims without a formal written claim and photos of damages of the product, crate and packaging.
10. Damages that are caused by the Freight Carrier and occurred during transit from DELIGHTFULL to the addressee, are not the responsibility of DELIGHTFULL. It is the receiver's responsibility to inspect items received upon delivery to ensure proper measures can be taken to file a claim with the Freight Carrier.
11. Every package will come equipped with a TiltWatch that measures the degree of which the package was tilted during transit to the addressee. Excessive tilt, above 30o, is the responsibility of the Freight Carrier. The addressee is responsible for opening the package in the moment of the delivery, checking the TiltWatch and reporting it right away in the POD (Proof of Delivery). Provide photographic evidence within 2 (two) working days of delivery to DELIGHTFULL so it can solve the delivery damage claim with the Freight Carrier, as well.
12. Should any of these terms not be followed by the CUSTOMER and should DELIGHTFULL have photographic evidence of the items before shipping in good conditions, claims over such items will not be accepted by DELIGHTFULL.
13. Ownership of the product transfers to the CUSTOMER upon the freight carrier taking possession of the order for transport.
13.1 Disclaimer: Please be advised that as of February 2022, we will provide an invoice with the VAT amount as stipulated by the Portuguese government and tax system (23% of the total amount of the invoice) for transports in EXW and destined outside the EU. The client must pay the VAT invoice before collecting the pieces as a means of insurance until the customer provides a certified DU (obtained after the cargo enters the destination country).
14. For orders with a final destination outside the European Union, DELIGHTFULL reserves the right to issue the DU (export document) which has a cost of 80€/99\$ per invoice. Any other transport/export documents must be required by CUSTOMER. DL is free of any responsibility if those documents are not required by the CUSTOMER in useful time.
15. Any shipments returned to DELIGHTFULL as a result of CUSTOMER's unexcused delay or failure to accept delivery will require CUSTOMER to pay all additional costs incurred by DELIGHTFULL including storage fees.
16. When the CUSTOMER's order is nearing completion, DELIGHTFULL will notify them so shipment can be arranged.
17. All products are carefully packed and inspected prior to shipment.

PRODUCT WAREHOUSE & STORAGE FEES

1. DELIGHTFULL reserves the right of applying a storage fee for all PRODUCTS that remain in the shipping warehouse for more than 15 (fifteen) working-days since the notification that the final balance is due, and/or shipping arrangements have not been made within 5 (five) working-days after CUSTOMER being informed that the order is ready to dispatch.
2. Storage fees may be applied per m³. The charge will be compounding weekly either in the Portuguese or in the US warehouse.
3. The fees are as below stated:
 - 3.1. Daily storage value per minimum area equal to or less than 15m³ (€/m³) = €1,30
 - 3.2. Daily storage value per m³ for an area greater than 15m³ and less than or equal to 25 m³ (€/m³) = €1,25
 - 3.3. Daily storage value per m³ for an area greater than 25m³ and less than or equal to 50 m³ (€/m³) = €1,20
 - 3.4. Daily storage value per m³ for an area greater than 50m³ and less than or equal to 75 m³ (€/m³) = €1,18
 - 3.5. Daily storage value per m³ for an area greater than 75m³ and less than or equal to 100 m³ (€/m³) = €1,16
 - 3.6. Daily storage value per m³ for an area greater than 100m³ (€/m³) = €1,16
4. Orders that accrue storage fees cannot be released until the fees and/or the remaining balance are paid. If the order extends 1 (one) month after the CUSTOMER was informed that the order is ready to dispatch, the CUSTOMER consents to release the order to DELIGHTFULL stock, and the 50% order deposit is lost. In case the order is paid in full, a credit note will be issued: 60% for standard orders and 50% for custom orders.

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.

WARRANTY & DAMAGE CLAIMS

1. DELIGHTFULL shall be liable for material defects in accordance with the applicable legal provisions. Additional warranty from DELIGHTFULL's suppliers' is only applicable if stated in the respective article invoice.
2. DELIGHTFULL reserves the right to refuse any claim if the products are stored over 6 months.
3. Proving that any damage in the piece caused by quality requires replacement, DELIGHTFULL compromises to exchange the damaged part or complete product(s) within a period agreed with the CUSTOMER. It is MANDATORY that DELIGHTFULL collects the damaged part or complete piece(s) to replace it by new one(s).
4. Every claim is assessed case-by-case by DELIGHTFULL Customer Care Service. Should any issue with the products received be detected, a written claim must be submitted to the REPRESENTATIVE and DELIGHTFULL Customer Care service (at customercare@delightfull.eu) within 2 (two) working days after the reception of the products. After this period, DELIGHTFULL reserves the right to decline any responsibility on the conditions of the goods.
5. DELIGHTFULL strongly advises CUSTOMERS to verify firstly if damages are perceptible on the package, and then verify all crates upon delivery in order to check for unconformities in the conditions of the goods.
6. The original packaging of the products must be kept. In case a claim is submitted, the packaging must be kept during the period in which the claim is settled.
7. If the collection or return of any item is needed and the original packaging was not kept, the client shall be responsible for all costs and procedures necessary for the item to be in shipping conditions. DELIGHTFULL shall not be liable in any way for the replacement, acquisition, or any other costs related with the replacement of the original boxes or crates.
8. Damaged products being returned must be in the condition in which they were received by the CUSTOMER. The products must be well accommodated to avoid extra damages. The CUSTOMER must not attempt to modify, handle, install or repair them.
9. The CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims must be accompanied by photographic or video evidence that support the client's complaint, in which all the products, correspondent crates and/or boxes and issues claimed are clearly shown, and a written detailed description.
10. DELIGHTFULL ensures the repairing or replacement of the components detailed in the claim submission form if it is assessed that the damage is our responsibility. DELIGHTFULL strongly advises storing the products in good conditions. All other damages not included in the claim submission will not be covered under DELIGHTFULL warranty, and may be subjected to an upcharge.
11. DELIGHTFULL reserves the right to refuse any item repairing, pick-up or delivery, from any location other than the original shipping address. Any transportation of the product from destination to a second location will forfeit any transportation damage claim.
12. When claims occur, DELIGHTFULL exchanges information with the CUSTOMER of the related purchase. DELIGHTFULL reserves the right to not share information or deal with other entities or persons besides the CUSTOMER.

13. DELIGHTFULL is not responsible for claims from orders placed to other entities, agents, showrooms, or any other beyond
14. DELIGHTFULL reasonable control, besides an official REPRESENTATIVE of DELIGHTFULL. DELIGHTFULL reserves the right to decline responsibility if:
 - a) The claim is presented after the 2 (two) working day period, or is not accompanied by the mandatory information mentioned in 5 (five) working days;
 - b) The claimed products were altered out or any way tempered with, either by the client or by a third party, without DELIGHTFULL consent;
 - c) The products show clear signs of regular use.

SHIPPING CLAIMS

1. Claims for defects as a result of the shipping process handled by the CUSTOMER, are not covered under DELIGHTFULL warranty. DELIGHTFULL is not responsible for a CUSTOMER's own or third party freight damage and claim. In these cases, DELIGHTFULL is committed to finding a suitable solution with the CUSTOMER.
2. In the case of EXW shipping, DELIGHTFULL is not liable for damage sustained in transit cargo. In the case of DAP/DDP/DAT shipping, please note that before signing the merchandise delivery document, the CUSTOMER is required to confirm if the package has any perceptible damages. If damages are perceptible on the package, the CUSTOMER should mention the visible damage in the POD (Proof of Delivery) or other legally accepted transport document, in order to safeguard any eventual damages to the merchandise and file a claim under the insurance policy. If the carrier/courier refuses to deliver any legally valid transport document for the customer to sign and/or mention visible damage, the customer may legally refuse to accept the cargo.
3. When on behalf of DELIGHTFULL, should visible or concealed damage occur in transit, immediately notify the delivering carrier with initial notification of intent to file a claim. Failure to report, or to provide written claim for any damage or loss within 2 (two) working days of the delivery will automatically release DELIGHTFULL for any liability for damage sustained in transit cargo.
4. The CUSTOMER may claim warranty on defects that result from mishandling in the shipping process, up to 2 (two) working days after receiving an order. As a result, the CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims related to shipping, must be accompanied by the signed POD (Proof of Delivery), photographic or video evidence that supports the client's complaint, in which all the products, correspondent crates and/or boxes and issues claimed are clearly shown, and a written detailed description.

WARRANTY AND DISCLAIMER

1. In accordance with Portuguese and European law we are offering 2 years warranty (Decreto-Lei no. 67/2003, changed by Decreto-Lei no. 48/2008) applicable for pieces that are not missed or damaged by the proper consumer.

RETURN AUTHORIZATION

1. Do not attempt a return without first having obtained a DELIGHTFULL written authorization. DELIGHTFULL will not accept returns without prior written authorization. Returned items must be in their original condition and packaging, and the Buyer shall prepay and be liable for all charges regarding the shipping of returned goods, including insurance. The 50% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

ORDER CANCELLATION

1. Orders are not cancellable and non-returnable after 24 hours since the 1st payment of the order. If the order is canceled within the 24 hours allowed, the amount already paid will be credited to the same entity that placed the order.
2. Changes in orders, returns or cancellations require prior written approval from DELIGHTFULL. In every other aspect (delay, client indecision, loss of projects, etc) the amount paid to DELIGHTFULL will not be refunded or credited as Credit Notes, and the Buyer will lose any right to the merchandise. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

INTERNET POLICY

1. Dealer internet websites may neither advertise, nor in any way, display DELIGHTFULL name, logo, product images or any other proprietary company emblem or information without prior written consent from the company. Dealer websites may not display pricing lower than DELIGHTFULL's MSRP, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact DELIGHTFULL for further company guidelines on internet usage.
2. By filling out any form present on the DELIGHTFULL website, you are automatically subscribing to our newsletter database. At any moment you can unsubscribe by sending an email to info@delightfull.eu

PAYMENT CONDITIONS

1. Standard Product requires a 50% advance payment to start production.
2. Custom-made Product requires a 100% advance payment to start production.
3. Delightfull reserves the right to keep the production of any order on hold until its proforma is duly validated (signed and/or stamped).
4. If the order contains pieces considered standard and pieces considered custom-made product, it will be requested 50% of the value of the standard pieces to initiate production. In the case of custom made product, it will be requested 100% of the value to initiate production.
5. The production starts only after DELIGHTFULL has confirmed that the pro-forma invoice is signed/stamped by the Buyer and the advanced payment value has been received. The payment must be made by account transfer (in Euros or US Dollars) and the confirmation (receipt) of the transfer must be sent along with the signed and stamped invoice by fax (+351 22 488 71 70) or email (info@delightfull.eu).
6. The lead time starts counting on the day the order proceeds to production.
7. Lead time: 6 to 8 weeks (FOR STANDARD PRODUCTS, DOES NOT INCLUDE SHIPPING TIME).
8. The remaining amount must be paid until 3 days before the expedition date. DelightFULL reserves the right to postpone the expedition date until full payment is received and confirmed.
9. All products are DELIGHTFULL property until the payment is fully received and confirmed.

ACCOUNTS

1. All accounts will only be registered once the first pro-forma is issued. The Buyer has to provide valid company details such as: Billing name, Billing Address, VAT number (company registration number or resale number). TAX exemption for EU companies is valid when existing VAT and correspondent Billing address is presented.

FLOOR SAMPLES

1. Floor Samples - Get unmatched savings on discount furniture.
2. Essential Home brings a collection of floor samples at great value and ready to ship.
3. These pieces, in most cases, are used in our design trade shows, showrooms or returned pieces from our clients.
4. Due to the handmade nature of all of our products, finishes may vary, and minor imperfections may exist. Quantities are limited and all sales are final.
5. You can find some furniture pieces that have been featured in our showrooms and discontinued products as well (every piece functions properly and shows no signs of any mechanical flaw nor functional imperfection);
6. There are also "Floor Samples" that have been rotated off of the showroom. While these pieces have been used, they are still in excellent working conditions.
7. Please note that the sale of "floor samples" are final. No returns will be accepted, no other discounts applied and stock is limited to what is available in store.
8. Every piece available at Floor Samples is sold as a single unit, there might be the possibility of a piece not being available due to orders being placed simultaneously. If in fact, this type of situation occurs, our team will contact you to give you other solutions.

PAYMENT DETAILS

ORDER ADDRESS

Name: Secret Brands, Lda
Address: Travessa Marques de Sá, 68
4435-324 Rio Tinto - Portugal

COMPANY'S BANK ADDRESS

Name: BPI Account EUR
Address: Rua Pedro Alvares Cabral, 865
Rio Tinto - Portugal

ACCOUNT NAME

Secret Brands, Lda

IBAN

PT50 0010 0000 4763 9440 0017 7

SWIFT

BBPIPTPL

NIB

0010 000 476 394 400 01 77

ACCOUNT NAME

BPI Account USD

IBAN

PT500010999947639440601 97

SWIFT

BBPIPTPL

NIB

0010 9999 47639440601 97

CONTACTS

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