



TERMS AND CONDITIONS

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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 BY TELEPHONE, E-MAIL OR VIA ESSENTIAL HOME'S WEBSITE

VERSION DATED 28/09/2016

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 ESSENTIAL HOME will make every effort to match a finish, no guarantee can be made of an exact match. ESSENTIAL HOME does not guarantee finishes against fading and oxidizing throughout time. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty of the material.
3. Manufacturer does not guarantee fabrics, dyed or natural, from fading. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness.
4. Essential Home ships its products without bulbs to North America and other countries that use 110-127V outlets.
5. Plugs and switches are included and in accordance with the standards of the country to which the product is destined.
6. Essential Home 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.
7. All of Manufacturer's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Manufacturer's catalogues, prices lists or advertisements are close approximations only and intended to give a general description of the goods and shall not form part of this agreement. Furniture and lighting is handmade, and therefore is subject to slight variations.



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PRODUCT COSTUMIZATION

1. ESSENTIAL HOME 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. ESSENTIAL HOME reserves the right to upcharge by up to 20% any product with copper finishes apart from its standard metal ones.
3. ESSENTIAL HOME reserves the right to upcharge 20% of any product with real leather.
4. Essential Home reserves the right to upcharge 75€/ \$75 per color to any product which uses a custom RAL color apart from its standard lacquered ones.
5. Essential Home is able to provide all lighting pieces with LED bulbs instead of halogen bulbs. 20 Euros are charged per each LED bulb.
6. These fees are non-refundable once paid for and will be deducted on the final cost of the order.
7. Before any order, Essential Home is free to charge a design fee for more extensive drawings or renders the client may request for customized products.
8. Any customization regarding specific dimensions or finishes will necessitate special pricing based on quantity and features. In specific cases of customization, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be notified of any said fees. For pieces with custom specifications we reserve the right to extend the listed lead time. Custom orders are not returnable under any circumstances.

CUSTOMER'S OWN MATERIAL / LEATHER (COM / COL)

1. Fabric quantity requirements are based on a standard width of 1,40cm / 55" for plain fabrics. If the customer fabric has a different width or contains a pattern, ESSENTIAL HOME must be notified in order to inform the customer on the exact required fabric quantity.
2. If the pattern requires matching, ESSENTIAL HOME needs to know the repeat dimensions for a calculation of additional yardage/meters required and/or additional charge for matching.
3. The customer is responsible to advise ESSENTIAL HOME in writing of any specific requirements to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be applied according to the upholsterer guidelines based on standard model.
4. The customer is responsible for the fabric transport costs and all export fees to the ESSENTIAL HOME warehouse. ESSENTIAL HOME will refuse all fabrics with charges for the receiver of the fabric.
5. ESSENTIAL HOME is not responsible for orders with customer's fabric, when the fabric features put into question the production quality of the product.

ESSENTIAL HOME will not be responsible when the customer do not choose the appropriate fabric for the future use of the product.

6. A completed copy of the COM/COL Form must be submitted together with the fabric/leather to the ESSENTIAL HOME warehouse, to avoid delays caused by lack of identification (read more at LEAD TIME).



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LEAD TIMES

1. Production lead time is between 8 to 12 weeks, delivery time not included. For pieces with custom specifications or orders of large quantities ESSENTIAL HOME reserves the right to agree with the customer on a different lead time.
2. ESSENTIAL HOME is not responsible for delay in production time if there is failure in submitting the confirmation (receipt) of the transfer.
3. Lead time for orders with COM/COL products only start once the fabric arrives at our office and is properly identified. All fabrics must be identified with the proper COM/COL Form that is sent with the proforma. ESSENTIAL HOME is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the customer.

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. Prices always refer to one unit and are Ex-Works Rio Tinto, Portugal. For USA clients Ex-Works Virginia
4. Each time there is a request to change the information in a proforma already paid in advance, there is an additional cost of 150 Euros.
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 levied 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.

SHIPPING POLICY

1. Shipping costs are not included in the price of an item.
2. For shipping quotations please contact Essential Home.
3. Whenever the client chooses to transport the product(s) by his/her own method or mean, ESSENTIAL HOME will be free of any charges or responsibility over events that might occur after the goods come out from our warehouse.
4. If the transportation is requested to Essential Home, 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.
5. Seller product shipment includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping address only. They are not permitted to handle, uncrate, or remove any packaging or materials. Should Buyer request a specific method of shipment beyond the aforementioned shipping method of Seller, the Buyer is subject to all additional costs of additional services.
- 5.1 Additional services would include, but are not limited to: air freight, special handling, and/or white glove services.
6. The POD must be signed with reservations subject to verification with / without apparent damage and provided to Essential Home in every occasion. This process only will be closed when Essential Home receive the POD.
Failure to do so, or to provide written claim for any damage or loss within 7 working days of the delivery will automatically release Essential Home for any liability for damage sustained in transit cargo. Essential Home will also 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. Essential Home reserves the right to charge an extra 10% on the transportation's price if the client postpones the expedition within 3 days or less prior to the agreed departure date.
8. For orders with the final destination out of Europe, ESSENTIAL HOME reserves the right to issue the DU (export document) which has a cost of 80 Euros per invoice. Any other transport/export documents must be require by Buyer. Essential Home it's free of any responsibility if those documents doesn't required by Buyer in a useful time.
9. USA - For order shipped by air to the US, Essential Home reserves the right to issue the DU (export document) which has a cost of \$120 per invoice.



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10. Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Seller including storage fees.
11. When your order is nearing completion, we will notify you so shipment can be arranged.
12. All products are carefully packed and inspected prior to shipment.
13. The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods. We are not responsible for loss or damage in transit.
14. All items must be inspected for damage prior to signing. Therefore, responsibility for damage occurring in transit is the owner's responsibility and all claims for freight damage must be made within 48 hours of receipt. ESSENTIAL HOME will not accept any claim on merchandise after the 48 hour period. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. Save all damaged crates/packaging until claim with carrier is settled. Signature of receipt by your agent or employee constitutes full acceptance of all packages stated on the bill of landing or electronic clipboard in as is condition. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods. We shall not be liable for delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery.

PRODUCT WAREHOUSE & STORAGE FEES

1. Storage fees may be applied up to of 10% of total invoice price 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 10% charge will be compounding each week in Portugal or in the US warehouse.

CERTIFICATIONS

1. Essential Home 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 Essential Home 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, Essential Home compromises to replace the defective part/piece integrally, within a period agreed with the client. The defective part/piece must be received by Essential Home in its original package before any replacement can be sent - especially in all cases concerning customize products or new products created to meet contract specifications.
23. 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, Essential Home will support all the previous transportation costs related to the fixing of the issue.

WARRANTY AND DISCLAIMER

1. There are no warranties with our products. When issues arise, ESSENTIAL HOME reserves the right to determine whether a replacement or repair is most appropriate.



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RETURN AUTHORIZATION

1. It is within our sole discretion as to whether to accept returns of merchandise. Items returned without our prior authorization will be refused at buyer's expense.
2. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance. The 40% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

ORDER CANCELLATION

1. All goods are custom made to order specifications. Orders are not cancellable after five (5) working days since the day of the 1st payment of the order, nor returnable. If the order is canceled within the five business days allowed, the amount already paid will be credited to the same entity that was ordered from us.
2. Changes in orders, returns or cancellations require prior written approval from manufacturer. In every other aspects (delay, client indecision, lost of projects, etc) the amount paid to ESSENTIAL HOME will not be refunded or credited as Credit notes, and the client will lose any right to the goods. Such orders will be subject to change, cancellation or stocking fees up to 40% of the net selling price.

CONTRACT/HOSPITALITY ORDER

1. ESSENTIAL HOME 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.
2. Please contact ESSENTIAL HOME for contract quotes.

INTERNET POLICY

1. Dealer internet websites may neither advertise, nor in any way, display the ESSENTIAL HOME name, logo, product images or any other proprietary company emblems or information without prior written consent from the company. Dealer websites may not display pricing lower than ESSENTIAL HOME's MSRP, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact ESSENTIAL HOME for further company guidelines on internet usage.

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 Essential Home 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@essentialhome.eu);

The lead time starts the day the orders goes into production;

Lead times: 8 weeks

(DOES NOT INCLUDE SHIPPING TIME)

The remaining must be paid until 3 days before the expedition date; Essential Home reserves the right to postpone the expedition date until full payment is received and confirmed;

All products are Essential Home's property until the payment is fully received and confirmed;



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ACCOUNTS

All accounts will only be registered once the first proforma is issued. Customer 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.

PAYMENT DETAILS

Order address

Name: Secret Brands, Lda

Address: Travessa Marques de Sá, 68

4435-324 Rio Tinto – Portugal

Company's bank's 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 0000 476 394 400 01 77

Contacts

Tel.: +351 22 488 16 69

Cell: +351 912 528 471

Fax: +351 22 488 71 70

E-mail: info@essentialhome.eu

Website: www.essentialhome.eu