

## **PT Hitam Dan Putih - CONDITIONS OF SALE**

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### **Cancellations, Amendments & Returns**

Any changes to your order you make must be notified to us in writing.

If you amend or change your order, you may find there are changes to your delivery timescale and/or the price you pay for the item (as you'll be charged the current selling price on the day you amend or cancel the order).

Once you have taken delivery or collected your purchase, we will only give refunds in accordance with your legal rights, for example, if the goods are not fit for purpose or as described.

If an item is required for return, we will charge you the cost of collection of which you will be notified at the time of cancellation. In addition, any delivery charges are also non-refundable unless the goods are faulty or the cancellation has been made in accordance with your legal rights. You must take reasonable care of the goods whilst in your possession to be returned to us.

If the product does not fit into your home, it will be classed as a cancelled order and costs will be incurred by you.

No refunds or exchanges on "sale stock" unless the goods are faulty.

### **Customer Information**

Every care has been taken to ensure the information given is correct at the time of going to press. Whilst every effort is made to photograph individual pieces, library photographs may occasionally be used and slight variations in colour and grain of the actual goods may occur. Actual photographs will be provided on request.

### **Distance Selling**

You have the right to cancel your contract at any time up to seven working days of receiving the goods you ordered. If you have paid a delivery charge this will also be refunded but if you are returning part of an order then we are not obliged to repay any of the delivery charge. You must take reasonable care of the goods whilst in your possession to be returned to us. Collection arrangements will be made as promptly as possible at your cost.

You must inform us of the cancellation of the contract in writing, e-mail or fax.

This is not intended to be a full statement of all your rights under the Distance Selling Regulations. Full details of your rights under the DSR are available from your Local Citizens Advice Bureau or your Local Authority's Trading Standards Office.

The Regulations do not apply to orders placed in store, made to order upholstery or bespoke furniture.

### **Orders**

You reserve the right to cancel orders in writing, e-mail or fax within seven working days of paying the deposit. All orders must be paid for in full prior to delivery or collection. Once you have taken delivery of your furniture, we are only able to offer a refund in accordance with your legal rights, for example if the goods are not fit for purpose or as described. If there is a problem with your furniture, please call the showroom from where the items were purchased.

All goods remain the property of PT Hitam Dan Putih until paid for in full. Goods ordered will be of the same quality as seen on our premises, otherwise we will refund your monies on request. Delivery must be accepted with 21 days of notification otherwise storage charges become payable.

Bespoke furniture, upholstery and mattresses are non refundable. Once payment is taken, no changes to the order or any cancellation may be made. It is therefore, very important that you check your measurements prior to payment.

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### **Stock Sales**

All stock sales are to be paid for in full prior to delivery or collection.

### **Sale Goods**

Whilst we illustrate obsolete/promotional products on our web site, inspection is recommended before purchase as these items may be shop soiled. The customer has no rights in respect of defects that are brought to his/her attention before the sale, or if the consumer examines the goods before purchase and any defects should have been readily noticeable. No exchanges or credit given on sale goods unless there is a manufacturing fault. This does not affect your statutory rights.

### **Home Visit Sales**

Should a purchase be made using our "Home Visit Consultancy Service" you reserve the right to cancel any goods within seven working days of date of deposit payment. Cancellations must be made in writing, e-mail or fax.

### **Point Of Contract**

We are entitled to refuse any order placed by you.

### **Payment**

Payment for goods can be made by cash, cheque, credit or debit card, or bank transfer.

### **Delivery Charges**

Delivery charges and timescales vary depending on the purchase and delivery address. We undertake to find the best possible quote for furniture to be delivered.

In the event that the consumer arranges their own collection of furniture it is their responsibility to ensure that the goods are not lost or damaged in transit and/or take out appropriate insurance.

### **Guarantees**

Timber is a natural material and may display various marks and characteristics such as knots, grain and colour variation. These are natural and will not affect the durability or performance of your furniture. Movement in solid timber is an inherent characteristic and not considered a fault in the wood or workmanship.

Faults in timber or workmanship normally comes to light within six months. We guarantee our cabinet furniture for 2 years against faulty timbers or workmanship. This guarantee does not cover fair wear and tear, neglect or misuse, accidental damage by your or a third party.

Guarantees do not cover fair wear and tear, neglect, abuse or misuse of your goods, loss or damage due to unreasonable exposure to water or weather, loss or damage due to fire, smoke, explosion, lighting, sunlight, infestation by animals or boring insects, or theft, or accidental damage or loss caused by a third party.

PT Hitam Dan Putih do not recommend the use of any products containing silicone as this can change the nature of the finish. Claims for damage to the colour, polish or finish will not be accepted if products containing silicone have been used at any time.

You should not attempt to repair damage yourself. We reserve the right to not accept claims for damage where you have applied any substance(s) to the affected are or have undertaken any kind of repair without seeking prior approval from us.

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### **Upholstery**

Solid wood upholstery frames and pocket springs are guaranteed for 10 years. Upholstery fabric, filling, fringe and trim are guaranteed against faulty workmanship for 12 months. This guarantee does not cover fair wear and tear, neglect or misuse, accidental damage by you or a third party.

### **COM Upholstery**

Where customers supply their own materials, it is their responsibility to ensure sufficient is supplied to take into account pattern repeats. PT Hitam Dan Putih will not take responsibility for customers fabric which is discontinued, insufficient, flawed or unsuitable for purpose.

### **Claims Under Guarantee**

Claims under guarantee should be made in writing to PT Hitam Dan Putih.

If a repair is not possible, you will be offered a replacement and only if a suitable replacement is not available will you be offered a refund. Any refund given is limited to the value of the goods and will not exceed the amount paid for that item.

Occasionally the exact cause of the problem may not be determinable. In these instances, PT Hitam Dan Putih will under-take to negotiate a solution with you that may involve repair or replacing the item or a partial or full refund.

Guarantees may not be transferred.

### **Delivery Times**

Items purchased from stock should be paid for in full and are normally delivered within 10-14 days. We will provide you with an estimated delivery time of orders at the point of sale. We cannot, however, be liable for delays on imported goods or bespoke orders where the delay is out of our control. We will keep you informed of the progress of your order and you reserve the right to cancel any items which exceeds its quoted delivery date by up to 6 weeks without penalty.

### **Third Party Rights**

A person who is not a party to the purchase agreement shall have not rights under this agreement pursuant to the contract.

The provision in these terms are in addition to and do not affect your statutory rights.