

## TERMS & CONDITIONS

*(We recommend that you print and keep a copy of this page for future reference.)*

Welcome to our Web store! These terms & conditions apply to all transactions entered into through this site. We may change these terms and conditions at any time. Any changes will take effect on the date they are posted on this site. Please note that "DesignCode" is a trading name of Hikaluce S.L. and that all references to "DesignCode" or to "we", "us" or "our" on this site are to be construed as references to Hikaluce S.L. Whenever an order is made you confirm that you are 18 years or over, and that you understand and accept the terms & conditions mentioned hereinafter. Your terms and conditions shall not be applicable and shall not be opposable to us.

## PRICES & AVAILABILITY

All prices and charges on this site are shown in euros, including VAT, but excluding delivery charges. The total cost of your order will be the price of the products that you order plus the applicable delivery charge. All these will be set out clearly in your shopping cart before you submit your order. All goods shall remain our property until payment in full shall have been received for all amounts of invoice. Prices, offers and products are subject to availability and may change before (but not after) we accept your order.

## ASSEMBLY & PACKAGING

The design assembly may vary depending on the model. Some models come already assembled and others come in separate parts with an assembly instruction sheet included in their package. Our packaging is intelligent (takes up little space), straightforward and environmentally-friendly. Each design comes individually wrapped and contained.

## DELIVERY

We deliver "ex works"; therefore you bear all costs and risks of transport. In the event that you were unable to receive them (including your absence at the time of delivery), you agree to pay our reasonable additional fees for storage and redelivery, and an administration fee for re-arranging delivery. In such case we cannot accept any liability for loss or damage to products that remain in our custody and care. We make every effort to deliver goods within a reasonable timescale and preferably within the estimated timescales; however, delays are occasionally inevitable due to unforeseen factors beyond our control and therefore delivery times are not guaranteed. Estimated delivery dates are not part of the contract between you and us, and we shall be under no liability for any delay or failure to deliver the products within estimated timescales.

## COMPLAINTS

If you have any complaints please do not hesitate to contact us and we will do everything in our power to give the situation the attention it deserves. However, note that we have specific rules for merchandise devolutions. DesignCode is not responsible for damages done by the transportation company.

## CANCELLING ORDERS

You shall not be entitled to cancel orders without written permission from us. This permission shall be subject to compensation for all damaged caused by this cancellation. Without prejudice to our right to demand execution or compensation for any damage suffered in excess, you agree that this damage shall be estimated at a minimum of 30% of the amount of the invoice issued by us.

## DEVOLUTIONS FAULTY GOODS

In the unlikely event that a product arrives damaged or faulty, claims relating to quality defects or to non-compliance shall be filed with us, under penalty of being null and void, upon delivery (in the event of visible defects) or within 2 (two) months after their discovery (in the event of latent defects). Claims shall be filed by

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means of a registered letter, with mention of all relevant data, including order number and invoice number, in default whereof we shall be entitled to consider any claim as being inadmissible. If the claim is founded, our liability shall be limited to the free replacement of the products, which appear to be defective or - depending on the case - the price of the order. You expressly recognize that any other losses, including any indirect losses, shall not be recoverable from us.

#### **DEVOLUTIONS NON-FAULTY GOODS**

Devolutions will be accepted up to 7 (seven) days max. after the client has received the merchandise. After this time devolutions will not be accepted. DesignCode has to consent to any merchandise devolution and it will be made only through our carrier company. All returned products have to be properly repacked in their original packaging. In such case we will refund the sum paid, minus the costs of transportation to the card used for payment. In case it concerns goods to be assembled and if the goods are returned after having started to assemble them, then they should be disassembled to be considered as properly returned. You are responsible for all costs of returning the goods. If the goods are not properly repacked and therefore cannot be resold as new, we reserve the right to apply a charge of 30% of the price you paid for the goods, which you agree we may discount from your refund for the goods. If the goods are damaged whilst in your care or if you fail to return all parts of the goods, we have the right to withhold payment of all or part of the refund in respect of the goods as compensation for our loss on these goods.

#### **INCORRECT LISTINGS**

If a product or service is listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers then we reserve the right to cancel the contract. If you decide to cancel your order after we have informed you of a pricing error and you have already paid for the goods, we will give you a full refund as soon as reasonably possible (and in any event within thirty (30) days of cancellation). In these circumstances you will not be entitled to seek compensation for disappointment suffered or for any losses, which you might otherwise have incurred.

#### **TRADEMARK**

DesignCode is a registered trademark. All specifications and product concepts are our private property and may only be used by you in as far as necessary for the use of these products. Reproductions or use of this information for other purposes is forbidden. Also reproduction and use is forbidden of every trademark and other distinctive signs in this site. Hikaluce S.L. (DesignCode) holds the exclusive sole right on development and final production of the design that is presented in this Website. Ownership of rights derived from intellectual and industrial property for the creations that are object of the present document exclusively belongs to Hikaluce S.L. (DesignCode), the same entered at the Trade Register of Barcelona, volume 37415, sheet 115, page B298289, 1st inscription. Thus, Hikaluce S.L. (DesignCode) is the sole holder of the rights that correspond as author of the products that are object of the present document, the same in accordance to art. 2 of the Intellectual Property Law, Law 22/1987, dated November 11 on Intellectual Property, which includes ownership of the rights that are recognized in the Second Title of the same Law. Non-compliance of the above-mentioned conditions will be subject to an action at law before the Courts and Tribunals of the province of Barcelona, Spain.

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