

De La Espada Terms and Conditions

De La Espada Selling Policy

This Selling Policy supersedes all previous selling policies relating to sales through the De La Espada Online Store and/or retail stores. Prices, discounts and product offerings are subject to change without notice.

Terms & Conditions of Sales

Sales by De La Espada ("Seller") of De La Espada Product Lines through the De La Espada Online Store or retail stores (hereinafter "Products") are made only on the terms that are contained in this Selling Policy ("the Terms"). Seller hereby gives notice of its objection to any different or additional terms and conditions. Any sales made are expressly conditional upon Purchaser's assent to the terms and conditions set forth below. These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of Seller. These terms and conditions supersede any prior and/or contemporaneous agreements or correspondence between Purchaser and Seller. Seller reserves the right to change the Terms without notice.

Ordering Information

The product reference number(s) contained on Seller's Order Acknowledgement shall be the final expression of the order.

Order Confirmation

An order is not binding on Seller until Purchaser has received Seller's Order Confirmation or Acknowledgement, which may be by electronic means.

Estimated Lead Times

We will provide you with an estimated delivery week upon placement of your order. This week is an indication only, actual week of arrival may differ due to circumstances out of our control.

Gift Vouchers

Gift vouchers are valid for a maximum of one year from date of purchase. Valid only for purchases from the store from which the voucher was issued. Vouchers cannot under any circumstances be redeemed for cash. Any unused portion will be transferred onto a credit note valid until the expiry date of the gift voucher. Gift vouchers are not replaceable if lost, stolen, destroyed or expired. Vouchers are not sold on a sale or return basis and no return will be permitted unless it can be demonstrated that De La Espada has been in error of fulfilling the customer's order. Vouchers must not be sold to a third party without the prior written consent of De La Espada.

Terms of Payment

Payment is due in full at the time of order.

Returns Policy

All sales are final.

Cancellations

Orders may only be cancelled in writing within 48 hours of order placement. We will charge a 5% administrative fee. Sale items cannot be cancelled at any time.

After this reclamation period orders of standard furniture may be cancelled prior to leaving the factory for a 30% cancellation charge. Sales of promotional items, stock items, or special orders cannot be cancelled at any time.

Changes to your order

Due to the short lead time of De La Espada furniture, the factory begins production shortly after orders are placed. Therefore we are only able to change your order if manufacturing has not already started. Please contact customer service at 020 7581 4474. If your order was placed through one of our authorised dealers, please contact customer services at the store from which you purchased.

Delivery/Freight Charges

Packing is included in the price. Packing is tested for rigorous motion and transportation but is not guaranteed to protect Products from conditions over which the Seller has no control.

Customers are responsible for checking that all goods have free and easy access to their intended destination. Should delivery prove impossible, we may require the customer to accept the goods and make their own arrangements for delivery. Cancellation of a booked delivery is subject to a cancellation fee equivalent to the standard delivery price, should notice be given later than 24 hours prior to the booked delivery date.

Claims

Risk of loss passes to the Purchaser at time of shipment. Purchaser shall inspect all Products upon receipt for visible damage to the Product as well as the packaging. Damage to the packaging alone does not constitute damage to the Product and will not be considered valid for claim purposes.

White glove deliveries:

Purchaser must note any damages on the delivery receipt upon delivery. Seller will repair or replace Product damaged in shipment only if the Purchaser notes the damage on the delivery receipt upon delivery.

Curbside Deliveries organised by De La Espada (outside UK mainland only):

Purchaser must note any damages on the delivery receipt upon delivery and notify Customer Service at 020 7581 4474. Any damages must be reported to Customer Service within 5 days of receipt. Seller will repair or replace Product damaged in shipment only if the Purchaser has notified Seller of the damage within 5 days of receipt. Seller will be responsible to file any claims with delivering carrier. All Product and packaging must be retained for inspection.

Held Orders/Storage

If Purchaser requests that an order be held or delayed, prices and terms and conditions in effect at time of order shall apply. Arrangements for holding/storage will be made directly between the Purchaser and the Seller. Any costs associated with the storage including demurrage, preparation for storage, storage charges and handling shall be billable by the carrier and payable by the Purchaser.

Delay/Force Majeure

Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labour difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labour, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control.

If any such event occurs, Seller may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

Cancellation of orders by Seller

Seller reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by Purchaser will be returned.

Compliance with Law

PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, ORDINANCES, REGULATIONS, RULES, AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE AND OPERATION OF THE PRODUCTS.

Limitations of Liability

Seller, its contractors and subcontractors or suppliers of any tier shall not be liable to Purchaser for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement.

Purchaser's remedies set forth herein are exclusive and the liability of Seller with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based.

To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.