

# LUXXU

M O D E R N L A M P S

## TERMS AND CONDITIONS

Terms and Conditions are subject to change, for the latest version on these Conditions please see it online on our Website. 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 LUXXU'S WEBSITE  
VERSION DATED 01/01/2016

## 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 LUXXU will make every effort to match a finish, no guarantee can be made of an exact match. LUXXU does not guarantee finishes against fading and oxidizing throughout the years. Variations in color and veining are inherent in stone (marble) and considered to be part of the natural beauty of the material.
3. LUXXU ships its products without bulbs to North America and other countries that use 110-127V outlets.
4. Standard Halogens bulbs are supplied free of charge in every product. However, LUXXU will not be liable for any malfunction of these components during their lifespan. We cannot offer warranty for the bulbs since we are not the manufacturers.
5. Plugs and switches are included and in accordance with the standards of the country to which the product is destined.
6. LUXXU 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.

## PRODUCT CUSTOMIZATION

1. LUXXU 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. Before any order, LUXXU is free to charge a design fee for more extensive drawings or renders the client may request for customized products. These fees are non-refundable once paid for and will be deducted on the final cost of the order.

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## 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. All prices are EX WORK from Porto, Portugal. They do not include any transportation cost or fees.
4. Standard packaging is included in the price. Should the client require specific packaging, it will be charged accordingly.

## SHIPPING POLICY

1. The prices are **EX WORK**, they do not include transportation values and fess. Shipping costs are available please contact LUXXU for additional information.
2. Whenever the client chooses to transport the product(s) by his/her own method or mean, LUXXU will be free of any charges or responsibility over events that might occur during transportation.
3. If the transportation is requested to LUXXU, 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. The POD must be signed with reservations subject to verification with / without apparent damage and provided to LUXXU whenever requested. Failure to do so, or to provide written claim for any damage or loss within 7 working days of the delivery will automatically release LUXXU for any liability for damage sustained in transit cargo. LUXXU 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.
4. For orders with the final destination out of Europe, LUXXU reserves the right to issue the DU (export document) which has a cost of 75 Euros per invoice.
  - 4.1. USA - For order shipped by air to the US, LUXXU reserves the right to issue the DU (export document) which has a cost of \$120 per invoice.

## STORAGE

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.

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## STOCK

1. We keep a reasonable number of products available for shipment. To get hold of our Ready to ship List, please contact one of our Sales and Product Specialist or access through this link: [Ready to Ship List](#).

## SAMPLES

1. LUXXU has samples available of all its standard finishes, for brass, crystal glass, Swarovski crystals and cords. If the clients wish to acquire any of the finishes they should contact, via e-mail at [info@luxxu.net](mailto:info@luxxu.net) or via phone at +351 91 492 60 64 in order to purchase them.

## PACKING

1. Packaging is included in the price, when mandatory the use of wooden box the client should instruct when placing the order; if the client requires specific packaging, they will be charged accordingly.

## CERTIFICATIONS

1. LUXXU 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 LUXXU within the first 48 hours after reception. Photographic evidence supporting your allegation must be sent by e-mail to: [info@luxxu.net](mailto:info@luxxu.net) or the respective sales representative. Upon confirmation of any defect, LUXXU compromises to replace the defective part/piece integrally, within a period agreed with the client. The defective part/ piece must be received by LUXXU in its original package before any replacement can be send - especially in all cases concerning customize products or new products created to meet contract specifications.

2. 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, LUXXU will support all the previous transportation costs related to the fixing of the issue.

## ACCOUNTS

1. All accounts will only be registered once the first pro-forma is issued. Client has to provide valid company details such as: Billing name, Billing address, VAT number (company registration

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number or resale number). A credit application accompanied by the client's certificate of resale is required to open an account. Open credit terms will be considered on an individual basis, after the first pro-forma order.

## PAYMENT CONDITIONS

Standard Product - 40% to adjudicate the work (order) + 60% before the goods are shipped;

Custom-made Product - 50% to adjudicate the work (order) + 50% before the goods are shipped;

Orders go into production only after LUXXU 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 e-mail ([info@luxxu.net](mailto:info@luxxu.net)) or the respective sales representative;

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

Payments in advance are non-refundable.

## LEAD TIMES

Between 6-8 weeks + 2 for customized works + shipping

## PAYMENT DETAILS

### Order address

Name: Menina Design, 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 Number (Euros)

#### IBAN

PT500010000031896110001 19

#### SWIFT

BBPIPTPL

#### NIB

0010 0000 31896110001 19

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## **PAYMENT DETAILS (USA ONLY)**

### **Order address**

Name: Menina Design, Lda.

Address: Travessa Marques de Sá, 68 4435-324 Rio Tinto – Portugal

### **Company's bank's address**

Name: BPI Account USD

Address: Rua Pedro Alvares Cabral, 865 Rio Tinto – Portugal

### **Account Number (USD)**

#### **IBAN**

PT50 0010999931896110602 36

#### **SWIFT**

BBPIPTPL

#### **NIB**

0010 9999 31896110602 36

## **WARRANTY AND DISCLAIMER**

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

## **CONTRACT/HOSPITALITY ORDERS**

1. LUXXU 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 LUXXU for contract quotes.

## **INTERNET POLICY**

1. Dealer internet websites may neither advertise, nor in any way display the LUXXU name, logo, product images or any other branded company symbols or information without prior written consent from the company. Dealer websites may not display pricing on LUXXU pieces, promotional offers, discounts or value statements (e.g. lowest price in town). Please contact LUXXU for further company guidelines on internet usage.

## **COPY RIGHTS**

1. All rights reserved. No part of LUXXU design pieces may be reproduced, distributed, or transmitted in any form or by any means, including prototyping, 3D drawings, or other electronic or mechanical methods, without the prior written permission of the brand, except non-commercial uses permitted by copyright law. For permission requests, write to the brand, addressed "Attention: Copy Right permission," at [info@luxxu.net](mailto:info@luxxu.net)

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## CONTACTS

LUXXU main office

Tel.: +351 91 492 60 64

E-mail: [info@luxxu.net](mailto:info@luxxu.net)

Website: [www.luxxu.net](http://www.luxxu.net)