



# DESIGNHEURE

LIGHTING

ÉDITION — FRANCE

## TERMS & CONDITIONS

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### PAYMENT

All payments for North American orders are to be made in \$ USD to the USD account detailed at the bottom of the proforma invoice. Credit card payments are not accepted. All payments are to be made by wire transfer. The products ordered remain the property of DESIGNHEURE until full and final payment of their price. DESIGNHEURE reserves the right to claim the products ordered in the event of non-payment.

### CUSTOMS NOTICE FOR US ORDERS

The United States Customs and Border Protection Agency requires any order with a value of over USD \$2,500.00 to be registered under either a SSN for personal purchases, or an EIN for commercial purchases. Customers will be contacted directly by DESIGNHEURE for this information once your order has been shipped. Failure to provide the information within a timely manner will result in shipping delays. For more information please contact [contactusa@designheure.com](mailto:contactusa@designheure.com)

### SHIPPING SERVICE LEVELS

All orders are shipped from DESIGNHEURE'S warehouse in Sète, France. Unless otherwise stated, The transport is arranged on your behalf and account by DESIGNHEURE to North America. The shipments are in DDP and are charged, including export and import customs charges. All orders are shipped with DHL air freight from the DESIGNHEURE warehouse in Sète, France. Standard shipping is approximately 5-8 business days from the time of dispatch. Please note that the aforementioned transit times are provided by DHL and are not necessarily guaranteed.

### ORDER CONFIRMATION & RETURNS POLICY

DESIGNHEURE works on the project market through specifiers (interior architects, decorators, architects, lighting specialists) and carries out its productions specifically for each project with very often custom-made adaptations. Consequently, DESIGNHEURE does not accept product returns. Once the manufacture of a made-to-measure item (product or service) has been ordered, it is no longer possible to cancel or modify the order. Unless expressly agreed in writing, changes or cancellations are no longer possible.

### COMMISSION ON ORDERS - SPECIFIERS

The payment of any commission on the dispatched order is subject to the following conditions regarding proper management of the lighting project:

- (1) Prior agreement before quotation on the principle and the amount of the commission between DESIGNHEURE and the specifier, when invoicing is made directly to the client.
- (2) Active specification of our products, making every effort to maintain both the budget and the brand within the project.
- (3) Full management of the relationship with the client and/or their subcontractors.
- (4) From the beginning of the project through to delivery, reliable and up-to-date order management (transmission to DESIGNHEURE of technical details, dimensions, drawings, colours, deadlines, and budget), enabling DESIGNHEURE to provide a high-quality service.
- (5) The right to commission arises after delivery and full payment of the order, provided that all the above conditions have been met.

The right to commission shall automatically be forfeited if the performance of the project management obligations, as defined, is interrupted or not carried through to completion by the Agent or the Specifier during the process, regardless of the cause (whether attributable to the Agent/Specifier or to the Client). Such forfeiture shall also apply in the event that DESIGNHEURE succeeds in maintaining the order and delivering the products, insofar as the working time and project follow-up have been taken over and reinvested by the company itself in order to bring the project to completion.

### DAMAGED ITEMS

DESIGNHEURE warrants that its products are free from material defects and take the utmost care to ensure that your order arrives in good condition, however, please notify DESIGNHEURE within 72 hours, in the event that your order arrives damaged. Failure by the customer to make any claim against DESIGNHEURE within 72 hours from delivery date will constitute acceptance of the goods and the customer will waive the right to make claims of any damages, errors or shortages. If the item needs to be returned due to a manufacturer defect, please refer to DESIGNHEURE's warranty policy.

### INTELLECTUAL PROPERTY

DESIGNHEURE holds the intellectual property rights and the right to distribute the elements appearing in the catalogue and in particular the photographs for which it has obtained the necessary authorizations from the persons concerned. Consequently, the partial or total reproduction, on any medium whatsoever, of the elements composing the site and the catalogue, their use as well as their making available to third parties are strictly prohibited.

# WARRANTY POLICY

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**DESIGNHEURE warrants that its product is free from material defects in materials and workmanship, excluding the specific limitations set forth below;**

During the warranty period, after reasonable inspection by DESIGNHEURE or an authorized buyer of DESIGNHEURE ("Authorized buyer"), should a product be deemed defective as a result of a defect in materials or workmanship, DESIGNHEURE, at its election will:

- (1) subject to availability, replace the defective product with the same model, or a later model of the product or
- (2) repair defective product at no cost to the purchaser; provided, however, that DESIGNHEURE will not be liable for shipping costs or installation labor costs associated with the return or replacement of defective product. If identical materials are not available at the time of repair or replacement, DESIGNHEURE may substitute materials of comparable quality. Replacement parts or repairs are warranted for the remainder of the original warranty period.

**This warranty extends to the purchaser(s) of eligible product, beginning on the date of purchase from DESIGNHEURE or an Authorized buyer and remaining in effect for two (2) years from date of delivery.**

**The warranty period is two (2) years for all integrated LED products.**

This warranty is only effective for purchases of products that are from the United States of America and Canada and purchased directly from DESIGNHEURE or an Authorized buyer.

**This limited warranty does not cover defects or damages resulting from the following circumstances:**

- (i) accident, misuse, abuse, neglect, unusual physical stress, re-packaging, alteration, improper operation, maintenance, handling or installation of the product, incorrect electrical current or voltage;
- (ii) original identification information of the product has been altered, obliterated, or removed;
- (iii) incorrect or inadequate maintenance, cleaning or care;
- (iv) normal wear and tear of the components due to use;
- (v) natural degrading and color shift of light emitting diodes in the course of use;
- (vi) loss of functionality of the product in highly corrosive environments or due to exposure to conditions beyond performance and design specifications;
- (vii) the product has been operated under conditions other than those advised in respective product brochures or user manuals;
- (viii) exposure of the product to hot or cold temperatures, wet environments, inappropriate climate conditions, including but not limited to, rain and humidity;
- (ix) repairs made by third parties not authorized by DESIGNHEURE;
- (x) use of materials and/or spare parts that are not compatible with the product; and
- (xi) product failure caused by factors other than defective workmanship or material, including but not limited to, transportation or handling and environmental conditions.

**This limited warranty does not apply to;**

- (i) any product that was, at any time, used as a floor sample or display model;
- (ii) any product purchased "as-is";
- (iii) any product purchased from DESIGNHEURE or an Authorized buyer that was manufactured by a third party; or
- (iv) slight deviations from the specified quality that do not affect the value and functionality of the product.

The limited warranty set forth in this document is the only express warranty (whether written or oral) applicable to the product within the United States of America and Canada, and DESIGNHEURE reserves the right to amend the conditions of the Warranty without notice.

THE FOREGOING WARRANTY SHALL NOT EXCEED IN DURATION THE TERM SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES. DESIGNHEURE MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF ITS PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. NOR DO THEY WARRANT THAT THE PRODUCT DOES NOT INFRINGE UPON THE PATENT, COPYRIGHT, OR TRADEMARK OF ANY THIRD PARTY. DESIGNHEURE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, AND IN NO EVENT SHALL DESIGNHEURE'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

CLAIMS UNDER THIS WARRANTY MUST BE MADE WITHIN 72 hours OF THE APPEARANCE OF A DEFECT. All warranty claims must be made in writing and APPROVED BY DESIGNHEURE. Please include a copy of the original receipt or invoice, as well as a description and photos of the defect including as much information as possible about the defective product. In case of a dispute, DESIGNHEURE reserves the right to make the final decision on all matters, including but not limited, to the period of the warranty applicable to the product.

For further information, or to make a claim within your warranty period, please contact :  
CONTACTUSA@DESIGNHEURE.COM - Tel : +33 (0) 4.67.53.99.63