

Eclectic Cool Limited  
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Store: G/F 5 Sun Street  
Wan Chai HONG KONG  
Open Wed-Sun 12 to 6  
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[www.eclectic-cool.com](http://www.eclectic-cool.com)

## TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS TO ARCHITECTS & INTERIOR DESIGNERS

**Date 01/01/2015**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

Eclectic Cool Limited is a Registered Trading Name of Eclectic Cool. Goods remain the property of Eclectic Cool Limited until paid for in full. By transacting with Eclectic Cool Limited you agree to our terms and conditions outlined below. Please also refer to the terms and conditions on our website- [www.eclectic-cool.com](http://www.eclectic-cool.com)

### **PRICING**

Interior Designers and architects working both in Hong Kong and overseas are entitled to a 15% discount off the list price of products from Eclectic Cool Limited. However, for larger quantities of products, we are able to offer a larger discount. Total discount will be offered at the time of ordering.

### **SHIPPING AND DELIVERY**

If the products are in stock, a shipping fee (the landed shipping cost of the product) will be waived. However, if products need to be specially ordered, a shipping charge (calculated by weight, dimensions, country of origin and packing) will be advised individually. Delivery is free on HK Island via our regular scheduled deliveries. These occur between 10am and 4pm Tuesdays and Thursdays and are subject to availability. Please give us at least 4 working days prior notice to organise delivery of products. Special delivery times and all other locations will be subject to a shipping charge to be advised. Delivery to other areas in HK and overseas will be advised individually and charged at cost. Alternatively, you are able to arrange to pick up goods at our warehouse or store at no additional charge.



Quotes are valid 7 days from issue. Eclectic Cool Limited will try to advise if there will be any pricing changes but please note that most suppliers will adjust their prices yearly on January 1st. We endeavour to check prices and lead times to the best of our abilities. Sometimes, however, mistakes can occur. Lead times and availability of stock is subject to the suppliers' confirmation, which will be advised as soon as possible.

### **PAYMENT**

Payment must be made by cash, bank transfer or cheque. If paying by cheque, please make out all cheques to **ECLECTIC COOL LIMITED**. Orders will be placed once cheques have been cleared. Please post cheques to the Wan Chai Store:

**Eclectic Cool Limited**

**Attn Joanne Pereira**

**G/F 5 Sun Street**

**Wan Chai**

**HONG KONG**

If paying by bank transfer, please transfer funds to

**HSBC 848-096343-001**

**Account name: Eclectic Cool Limited.**

Please include the order or quote document reference in your transfer & please email us a copy of your transaction so that we can inform our administration department so that there is no delay in the processing of your order.

We are able to process credit card transactions but please note that VISA and Mastercard transactions will **incur a processing fee of 3.5%** and AMERICAN EXPRESS (processed through PAYPAL) will incur **a processing fee of 4.5%**.

### **SUPPLY OF PRODUCTS**

If the product is out of stock or a special order, standard lead time is 6-8 weeks. Lead-time will be advised for nonstandard products. Confirmation of lead-time is subject to final order. Delivery dates are subject to availability of materials from other suppliers. Any delays will be advised as soon as we are informed. Please note that there usually is a delay of around 1

month over August/September period from suppliers in the Northern Hemisphere and a delay of around 1 month over January/ February for suppliers in the Southern Hemisphere.

For suppliers in China, there is usually a delay of 1 month over Chinese New Year at the end of January and additional delays of 1 to 2 weeks over Chinese public holiday periods.

Eclectic Cool Limited will not be liable for claims arising from delay in delivery due to strikes, accidents, unavailability of materials or events beyond the reasonable control of the company. Installation is quoted on the basis that the site is free of other trades other than those providing services to the furniture. Site must be clear and free from obstruction and unrestricted lift facilities must be available at no charge. An additional delivery charge may be payable if there is no lift access.

When a customer requests delayed delivery beyond the delivery date that has been acknowledged, the order will be held free of charge for 48 hours. After that period, the customers will be invoiced for warehousing at a rate not less than 2% per month, based on the invoice value of the items held by Eclectic Cool Limited, with a minimum storage charge assessed by the company at its sole discretion. An additional delivery charge may also apply. At the same time the customer will be invoiced to 90% for the products held by Eclectic Cool Limited and risk will pass to the customer.

### **CLAIMS POLICY**

Please choose carefully and check that products listed on the confirmed quote/order are correct in every way: size, colour, style, model number. Eclectic Cool Limited does not refund for incorrect choice or items that have been discounted or ordered specially for the customer.

All Eclectic Cool products are carefully inspected prior to delivery to the customer.

Customers should similarly inspect all items at the time of delivery or installation. Claims for damage in delivery must be recorded at the time of delivery. Eclectic Cool will not accept claims for: Damage resulting from storage by the customer or by Eclectic Cool on behalf of the customer; Damage resulting from accident, alteration or misuse after delivery; Textile fade or wear under normal use; Dissatisfaction with colour, grain, veining or texture of wood, marble and leather because of natural variations over which Eclectic Cool has no control. Products that are either faulty; have been wrongly described; are different from a sample you have been shown; will be repaired or replaced as soon as possible. A copy of your original invoice receipt will be required for all refund, exchange and warranty repair requests. Goods must be



returned in their original packaging and return shipping costs are the responsibility of the customer.

CANCELLATION TERMS: In the event that this agreement shall be cancelled, then a minimum fee of 10% of the contract prices shall be payable on cancellation, provided that the manufacture of the goods has not commenced and that no expenditure or expense has been incurred by Eclectic Cool Limited. When production of the goods has commenced at the time of cancellation, then the client shall be liable for the payment of the costs of production or expenses up to the date of cancellation plus payment of loss of profit and damages suffered by us as a result of such cancellation.

Sincerely yours,

JOANNE PEREIRA

FOUNDER / DIRECTOR