

Empty State Terms and Conditions

Introduction

As a customer of Empty State Ltd (ES), we would like to familiarise you with the process of dealing with us, to ensure that your experience is satisfactory. Please feel free to speak with any of the team if you have any further questions.

Business customers and consumers have different rights under the law. In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are in any doubt as to your right or how these conditions apply to you please don't hesitate to contact us.

1. Ordering products

Once an order has been accepted, no cancellation of that order is valid unless you receive our written communication endorsing the cancelled order. Your payment is refundable where it complies with our and a company credit will remain available only if the bespoke goods have not yet been manufactured.

If we have an existing trading arrangement and you are a business, orders can be placed by the issue of a "purchase order" (PO). You will be notified if for any reason we cannot accept a PO. Once a PO has been accepted by us you will be issued with a "Deposit Invoice" and manufacture will commence, you will be liable to pay this invoice within the agreed terms usually 14 days. This invoice will not be void in the event of a cancellation.

2. Returning Products

To consumers we offer a 14 day return or exchange policy for any product in a standard configuration and finish. For any cancellations or exchanges, please contact us on hello@emptystate.com within 14 days from the date that you received your order, providing your order reference number and full contact details.

Please do not return any items to us before having spoken with a member of our team as the items may be refused upon delivery.

Any custom or bespoke products cannot be returned or exchanged. Any item which has been used or connected to an electricity source cannot be returned nor can items that have been damaged.

If you are a business customer you may be offered a credit note not a refund, you may also be required to pay a restocking charge of 15%.

3. Paying for your products and/or services

Unless otherwise agreed and detailed on your invoice we require full payment of the proforma invoice or online via our e-shop, the date that this payment is made is the "order date" at which point we begin arrangements for the manufacture and supply of your products. If a deposit arrangement has been made, the full balance of the invoice is payable prior to dispatch, in this case the date this payment is made is the "purchase date".

4. Delivery of your products

Delivery dates are estimates only and we are unable to accept any liability for failure to deliver the products within the specified time resulting from shipment/delivery delays from our shipping partners. Delivery will be arranged with you in advance. If you are unable to accept delivery within fourteen (14) days from completion of the products, any outstanding balance must be paid in full. In addition, a storage fee of £200 per week will be payable. Storage fees will be invoiced to you on a weekly basis

until delivery has been completed and are payable prior to final delivery. If there is no one available to accept delivery on the pre-arranged delivery date, you will be charged for transport and re-delivery costs. You are responsible for ensuring that there is adequate access and entry to your premises to allow delivery of the products. Any additional costs in relation to access into your premises, eg, crane, are your responsibility. If it is not possible for the products to be delivered into your premises, the products will be returned to our warehouse and you will be invoiced for transport and re-delivery. In addition, the above storage charges will apply. We reserve the right to make part deliveries of any order and each part delivery shall constitute a separate contract in respect of the products delivered on the same condition as set out herein. At any point in time, a minimum of 50% deposit must be maintained for all undelivered goods. Failure to deliver all the products you have ordered shall not invalidate the contract as regards any part deliveries. All products will remain the property of ES until payment is received in full and delivered from ES's premises. Should you be arranging your own delivery then the goods become your responsibility upon collection from ES's premises.

5. International orders

All of our products are manufactured in the UK to domestic and EU standards. If you are importing these products to another country you are required to ensure that they are suitable and meet any local requirements. You are also responsible for obtaining (at your own cost) any import licences or consents required in relation to the products and for any customs or excise fees, duties, charges or taxes of any sort.

6. Inspection of your products

You are required to inspect your products when you take delivery of them. You will be required to note any damage on the delivery documentation, which is presented to you by the carrier for signature. In all other cases you will be required to notify us in writing of any damage or shortages within seven (7) calendar days of delivery. We will not be liable for any damage to any of the products unless we are notified within the time period specified above.

7. Warranty

Unless otherwise agreed in writing all of our products are covered by our limited worldwide two year warranty. Please refer to our warranty document for further information.

8. Our liability

We will not be responsible for ensuring that the products are suitable for a particular purpose unless it is self-evident or is made known to us. Further we will not accept responsibility for the suitability or strength of any fixing/installation work conducted by any other company or individual. Nothing in the contract will limit or exclude our liability for death or personal injury caused by our negligence or for fraud. If you are a consumer, then nothing in these terms and conditions will affect your statutory rights.

Under no circumstance will the company be liable for any third party cost however caused. These include but are not limited to costs related to installation, re-installation, return shipping, removal or repair. Please do not schedule or commit to any third-party products or services (such as hiring electricians to install the products) until after the products have arrived and you have checked they are complete and undamaged. We will not be liable for any third-party costs (including cancellation or call-out fees) which result from the products not arriving on time or in working order or any other reason.

9. Personal Information

Your address and contact details may be used by Empty State subsidiaries to provide marketing information to you about our products and events. Please refer to our privacy statement at www.emptystate.com for more information.