

## GENERAL TERMS AND CONDITIONS (EUROPE)

**Validity.** Valid from the 1st of October 2024 invalidating all prior price lists.

**Orders.** By e-mail to the local representative.

**Order confirmation.** Orders will bind Secto Design Oy (Secto Design) only after the order confirmation is sent. In the order confirmation Secto Design will confirm the details of the order and the amount of products included. Secto Design reserves the right to limit the volumes of products supplied in each order.

**Order cancellation.** There is no fee if the order is cancelled more than one week (seven days) before the confirmed shipment week. Secto Design will invoice 10 % of the value of the order if cancelled later than one week before the shipment week.

**Delivery schedule.** The delivery week will be confirmed separately for each order. The week of shipment states the calendar week when the order will be dispatched from the factory. The transportation time is to be added. Secto Design reserves the right to change delivery date in the case of force majeure.

**Freight.** The lamps are packed into individual boxes. When possible, boxes will be strapped together to allow for a lower freight cost. Lamp boxes can also be packed onto pallets at extra cost. Freight costs are shown separately on the invoice. Notice of changes in freight costs will be given when invoicing. Lamps are delivered at the customer's own risk.

**Incoterm.** FCA Heinola, Finland.

**Receipt of goods.** The goods must be checked immediately upon arrival at the agreed delivery location. Claims of transport damage are only valid if the packages have been checked and documented immediately upon arrival at the agreed delivery location and a claim has been made in writing on the dispatch note. Secto Design must be informed in writing about any damages within five (5) working days. Possible replacements will only be sent to the original agreed delivery location. After the goods have been received, Secto Design is not liable for damages due to improper storage nor reshipping of the goods.

**Ownership.** The lamps are considered to have been received when they have been delivered to the customer. Secto Design holds the right of ownership of the lamps until the invoice has been fully paid.

**Returns.** Secto Design has a no-return policy.

**Guarantee.** Secto Design is liable for manufacturing flaws when notice is given in writing within two (2) years. Secto Design lamps are made of natural birch and every lamp is as unique as the individual birch trees they are made from. Therefore, slight differences in the lamps' finish are normal and accepted by the customer upon placing the order. Secto Design is not liable for damages arising from inappropriate or careless use or use of the lamps with cables and plugs not supplied by Secto Design. Secto Design is not liable for possible example bulbs delivered together with the lamps.

Secto Design requires that retailers familiarize themselves with the packaging method, structure and electrical components of the lamps. More information can be found in the sales materials, on the website as well as in the instructions supplied with the products.

**Invoicing.** Full pre-payment against proforma invoice unless otherwise agreed. The customer shall make all payments due pursuant to an order without any deduction by way of set-off, counterclaim, discount or otherwise. The time for payment shall be of essence. If the prepayment is not received before the shipment week, Secto Design regards the order as cancelled.

**Limitation of liability.** Secto Design will assume no liability for any loss as a result of delays, defects or any other breach of contract, unless such loss was caused by gross negligence on the part of Secto Design. Secto Design will assume no liability for any indirect loss, including loss of profits, operating loss, goodwill, loss of customers, running costs or any other consequential economic loss.

**Applicable law and dispute settlement.** Disputes between Secto Design and its customers will be governed by and construed in accordance with the laws of Finland and settled by Secto Design's home court.

**Sanctions Compliance.** Secto Design products, goods, or any parts thereof must not be sold, provided, or transferred to any individual, entity, or organisation listed on any United Nations sanctions lists, including but not limited to the United Nations Security Council Consolidated List. All transactions involving Secto Design products, goods, or parts thereof must strictly comply with all applicable sanctions laws and regulations.

**Accepting the terms and conditions.** These terms and conditions are accepted when placing an order with Secto Design.

**All given dimensions are as precise as possible. Secto Design reserves the right to changes.**

**NB.** In Europe all the lamps are delivered with a light source: either a suitable bulb or a built-in LED. The bulb is an example of a suitable light source for the model in question. Bulb may vary due to supply.

CE-certified lamps provided within Europe may not be certified outside of this area. Reshipping CE-certified lamps outside the CE-certification area is prohibited due to possible restrictions at receiving country.