



PRESTOL FURNITURE (online/telephone customers)

These terms and conditions apply to orders placed either online, by telephone or in person.

Please read these terms and conditions (“Terms”) carefully before using Our Website as they affect your rights and liabilities under law.

By using this Website or making a purchase either electronically via this Website, or by phone or fax, or in person, You agree to be bound by these Terms including Our Privacy Policy.

1. Definitions and Interpretations

1.1 In these Terms the following words shall mean:

Contact Address - Customer Services, Prestol Ltd. 5, Bilka Street Plachkovtsi, 5360, Bulgaria.

Contact details

Tel: +35967703031

Email: office@prestol-furniture.com

Contract - these Terms and the Order;

Goods - the items advertised on the Website purchased by You from Us;

Intellectual Property Rights - all patents, database rights, copyright, design rights, trademarks and other similar rights wherever existing in the world whether registered or unregistered together with the right to apply for protection of the same;

Order - the order for Goods placed by You and accepted by Us subject to these Terms;

Order Form - the order form submitted by You subject to these Terms setting out the Goods You wish to Order;

Us, Our, We - Prestol Limited, a company registered in Bulgaria having its registered office at: 37, Uri Gagarin Street, Pernik, Bulgaria. Company Reg number: 113061805.

User – any person who browses the Website;

Website - the website identified by the URL www.prestol-furniture.com or such other URL that We may use in connection with the Goods from time to time;

You, Your - the person or organisation using the Website or buying Goods

from Us pursuant to these Terms.

1.2 In these Terms references to “in writing” shall include e-mail. Any queries regarding these Terms, the Goods or Your Order must be made to the Contact Address.

2. Application of these Terms

2.1 If you are submitting an Order Form, you agree to be bound by these Terms. If you are a User, Your use of the Website constitutes Your agreement to be bound by these Terms insofar as they are relevant to use of the Website only.

2.2 These Terms (as amended by Us from time to time in accordance with clause 2.3 below) shall apply to the exclusion of any other terms or conditions and You agree to abide by them.

2.3 We reserve the right to vary these Terms at any time. If so, the updated version will be posted on the Website and You will be bound by the updated version if You continue to use the Website thereafter.

USE OF THE WEBSITE

3. Website Content

All rights and title in this Website and its contents is either the property of Prestol Limited trading as Prestol Designs or We are duly licensed to use it. All rights are reserved. You are permitted to download a single hard copy of Website content and print extracts from the Website for Your own personal and non-commercial use. Unless otherwise stated, the Intellectual Property Rights in all material on this Website (including without limitation photographs and graphical images) are owned by Us. Except as expressly provided nothing contained herein shall be construed as creating any license or right under Intellectual Property Rights.

4. Privacy Policy

You have read and agree to the terms of our Privacy Policy.

5. Service access

While We endeavour to ensure that this Website is available 24 hours a day, We shall not be liable if for any reason this Website is unavailable at any time or for any period.

We give no warranties as to the availability, performance or accessibility of the Website. Access to this Website may be suspended temporarily and without notice at our discretion including without limit in the case of system failure, maintenance or repair or for reasons beyond our control.

6. Disclaimer

6.a While We endeavour to ensure that the information on this Website is correct, We do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website at any time without notice. The material on this Website may be out of date, and We make no commitment to update such material.

6.b The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide You with this Website on the basis that We exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website. We do not warrant that this Website, its servers, or emails which may be sent by Us are free from viruses or other harmful components.

6.c We exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in any way or in connection with this Website; the use, inability to use or the results of use of this Website; any websites linked to this Website or the material on such websites; Your downloading of any material from this Website or any websites linked to this Website; or viruses that may infect Your computer equipment, software, data or other property on account of Your access to, use of, or browsing of this Website.

GOODS

7. Goods Information

7.a We have made all reasonable efforts to accurately display the sizes, colours, shapes and patterns of the Goods for sale on Our Website. You acknowledge and accept however that sizes, colours, shapes and patterns shown on the Website are approximate only. Colours in particular may differ due to your own computer visual settings and hardware.

7.b If the Goods you have ordered are not available in the colour, design or size You have requested We will notify You of the colours, designs or sizes currently available. Your Order will not be accepted and you may then resubmit Your Order Form for the Goods in an available colour, design or size.

8. The contract between You and Us

8.a Online orders: We must receive payment of the whole price for the Goods that You Order before Your Order can be accepted. Please follow directions given on the Website to place an Order. Payment shall be made by You by the means specified on the Website and shall not be deemed to be made until We have received cleared funds in respect of the full amount stated in the Order. Once payment has been received by Us We will confirm that Your Order has been received by sending an e-mail to You at the email address You provide in Your order form.

9. Cancellation by Us

We reserve the rights to cancel the Contract if:

- a/ we have insufficient stock to deliver the Goods You have ordered
- b/ we have been made aware of issues either with the quality of a product or the ability of a supplier to produce the items ordered.
- c/ we do not deliver to your area or Country
- d/ if one or more of the Goods You ordered was listed with incorrect information including without limit price, and/or description for whatever reason.
- e/ if We have reason to believe that You will fail to pay for the Goods or that You will not comply with these "Terms".

10. Prices

10.a Subject to this clause 10, the price payable for Goods that You Order are as set out in Our Website;

10.b The prices payable for Goods exclude delivery charges.

10.c Prices are subject to change without notice but changes will not affect Orders that we have already accepted.

10.d Prices are exclusive of VAT.

10.e The Price is exclusive of any import or export duty

11. Liability and Limitation

If the Goods We deliver are not what You ordered or are damaged or defective when You receive them or the delivery is of an incorrect quantity, We shall have no liability to You unless You notify Us in writing at our Contact Address of the problem within 48 hours from receipt of delivery with photographic evidence where possible. Our only obligation will be, at Our option to:

a. make good any shortage or non-delivery or incorrect delivery; or
b. replace or repair any Goods that are damaged or defective; or
c. refund to You the amount paid by You for the Goods in question
provided that the above obligations shall not apply when such damage or defect has arisen as a consequence of any negligence by You or Your failure to comply with any reasonable instructions issued by Us.

12. Reporting of Faults / Damage

We always do our best to ensure that your furniture is supplied in perfect condition and that you are completely happy with it. In the unfortunate situation that this is not the case, we will do our very best to resolve any issues as quickly as possible.

12.a If you have a manufacturing problem or damage to an item, please contact us immediately initially via email, or alternatively telephone us.

12.b In order to assess the best course of action to rectify a problem, we will ask you to email us an image(s) of the issue. Failure to promptly send can cause delays in rectifying complaints.

13. Events beyond our control

We shall have no liability to You for any failure to deliver Goods You have ordered or any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs, terrorism and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

GENERAL

14. Notices

Unless otherwise expressly stated in these Terms, all notices from You to Us must be in writing and sent to Our Contact Address.

15. Governing law

This Contract shall be governed by and interpreted in accordance with Bulgarian law and the Bulgarian Courts shall have jurisdiction to resolve any disputes between us.

16. Complaints

If You have any concerns or complaints about the Goods, this Website or the service You have received then please write to the Contact Address.

17. Entire Agreement

These Terms, together with our current Website prices, delivery details, Returns Procedure and Privacy Policy, set out the whole of our agreement relating to Your use of the Website and (if applicable) the supply of the Goods to You by Us. Nothing said by any sales person on our behalf should be understood as a variation of the Terms or as an authorised representation about the nature or quality of any Goods offered for sale by Us. Save for fraud or misrepresentation, We shall have no liability for any such representation being untrue or misleading.

18. Discount codes

We occasionally offer promotional discount codes that can be redeemed against your order. Only 1 code can be redeemed per order. We reserve the right to withdraw promotional codes without notice.

Trade discounts will apply for orders in excess of 300 Euros excluding VAT and Delivery.

19. Privacy

We do not store credit card details nor do we share customer details with any 3rd parties.

20. Delivery

Most of our products are manufactured to order with standard lead-time of 4-6 weeks from the date of order. Some stock items are available more quickly and some products are available for next day delivery.

Export customers: please contact us for a shipping estimate.

Bulgarian customers: we offer various options for delivery of your goods:- Our own transport or Courier service. – All charges are subject to VAT at the prevailing rate. On smaller orders you can avoid any charges by collecting from our factory or showroom with prior arrangement.

21. Payment Options and Ordering

The simplest way to order is online through the shop and go through the checkout. We also welcome telephone orders and are happy to discuss your requirements or give you advice on our products during office hours.

The fastest form of payment for your order to be processed is BACS (Bank transfer). We will provide you with our bank details on your order confirmation. Alternatively, customers residing in Bulgaria can also pay in full to the Courier Service provider on delivery subject to acceptance by Prestol Ltd.