



These are the Terms and Conditions agreed between the client and Diaphan Studio, with its registered address at 77A Chippenham Road, W9 2AB, London, UK.

The offer and these terms and conditions supersede all prior correspondence in relation to the client's order (verbal, written, graphic or otherwise).

ORDER PROCESS

Payment of the pro forma invoice is deemed the client's acceptance to these terms and conditions and confirmation of the client's order.

If the order relates to a product with standard specifications, Diaphan Studio will send the client the relevant tear sheet. If the order relates to a product with non-standard specifications that have been requested in the order, Diaphan Studio will send a sign off document setting out design details and finishes. Diaphan Studio will proceed with the order, as per the tear sheet or sign off document (as applicable), unless otherwise agreed by Diaphan Studio in writing.

LEAD TIMES

Diaphan Studio will provide an estimated delivery time following the signing of this agreement. Whilst Diaphan Studio will do their utmost to deliver the goods as soon as possible, delivery time cannot be guaranteed and Diaphan Studio shall not be responsible for any delay in delivery.

During holiday periods and times of high demand lead times may increase, in which event Diaphan Studio will inform the client following confirmation of the order. Please note that lead times may increase by up to four weeks due to manufacturer closures during the summer and Christmas holiday periods. Larger volume orders will almost certainly incur additional production time. Orders relating to bespoke products will also lead to longer lead times.

DESIGN MODIFICATIONS

Modifications to products outside the standard specifications may be possible.

All requests for modifications must be submitted in writing and are subject to Diaphan Studio's approval. No guarantee can be given that the requested change may be made. Any change agreed to by Diaphan Studio will result in additional costs and delays.

SPECIFICATIONS

All drawings, dimensions, samples, descriptive visuals and specifications are intended as a guide only. Diaphan Studio reserves the right to change, alter or modify the design, dimensions, construction or costing of any item without prior written notice.

SHIPPING

Delivery times will be arranged with the client once goods are ready for dispatch.

Once an order is dispatched and tracking numbers sent, it is the client's responsibility to track the item online and ensure it cleared by customs at the other end. All customs duties and taxes are the client's responsibility. The shipping charge covers a single delivery at ground level during normal weekday delivery hours.

Transit times are beyond Diaphan Studio's control and it will not be liable for any cost or expense related to a delay. In addition, Diaphan Studio will not be responsible for any damage to a product once it has been shipped.

The client is responsible for checking that all goods have free and easy access to their intended destination. Prior to delivery the client must provide Diaphan Studio with full written details of any difficulty to access, e.g., stairs, delivery dock, lift etc.

DELIVERY AND INSPECTION

Inspection of products by the client is required upon delivery. Any damage must be noted on the delivery documents presented to the client by carrier for signature, along with documentation and photographs of the item(s) and packaging. If damage has occurred during shipping all packaging must be retained by the client. Failure to retain packaging and/or provide photographic evidence may invalidate any insurance claim.

Any damage to the product must be documented and reported within 5 working days of receipt. Diaphan Studio is not responsible for any repairs or replacements relating to damages reported after this time.

DAMAGES

Diaphan Studio is not responsible for the following:

- Damage caused by improper installation or assembly by the client or their agent. The client must use suitably qualified personnel for installation and assembly at the client's property.
- Damage caused by improper cleaning solutions or methods.
- Damage caused to the products, parts of the products, or shades, by the improper use and installation of electrical connections.
- Damage caused by exposure to weather or improper environment.



- Changes in the appearance of hand rubbed finishes or unlacquered finishes—these are meant to age in appearance.
- Any costs of installation, removal or reinstallation.
- Restoration or repair work.
- Any parts purchased separately from Diaphan Studio's products.

Please note that Diaphan Studio will endeavour to provide an appropriate electrical transformer, but a suitably qualified electrician must be used by the client for installation. For certain systems, the client may need to purchase a different driver or transformer, which will be done at the client's cost.

MATERIAL VARIATION

Each batch of products differs as they are made to order and can be subject to slight colour and material variation. Because many parts of the products are handmade, orders for a series or pair of products may result in series or pairs that are not identical.

Slight variation from specifications or from similar products will not be accepted as a reason to reject an item produced by Diaphan Studio. Small imperfections in the products are to be expected due to the handmade nature of the products.

RETURNS

Each piece is manufactured following order confirmation. Due to the made to order and bespoke nature of Diaphan Studio's products, Diaphan Studio is not able to offer returns.

CANCELLATIONS

Diaphan Studio reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by the client will be returned.

Due to the made to order and bespoke nature of Diaphan Studio's products, orders cannot be cancelled by the client.

TERMS & CONDITIONS

The terms and conditions in this document, together with the pro forma invoice relating to the client's order, form our agreement with the client.

These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of Diaphan Studio. These terms and conditions supersede any prior and/or contemporaneous agreements or correspondence between Diaphan Studio and the client.

Diaphan Studio reserves the right to change these terms and conditions without notice, but such changes will not be binding on the client following order confirmation.

LEGAL COMPLIANCE

The client is solely responsible for compliance with all laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use and operation of the products.

LIMITATIONS OF LIABILITY

Diaphan Studio, its contractors and subcontractors or suppliers of any tier shall not be liable to the client for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement.

The client's remedies set forth herein are exclusive.

The liability of Diaphan Studio with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the product(s) that are the subject of the order or part on which such liability is based.

To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded.

The agreement, including these terms and conditions, is governed by the laws of England and Wales.