



hanabanana
art+design

www.hanabanana.ca
hello@hanabanana.ca
+1 647 7030 290

Visualize your imaginations!

Rev. 001/II/2018

Furniture Terms and Conditions

Shipping and Delivery

- We encourage you to **buy insurance for the items purchased** to avoid any failure that may cause while transporting your order by the shipping company. Any damage caused by shipping company without any insurance coverage will not be covered by hanabanana art+design.
- Generally, most of our products displayed are in-stock. But it depends on particular items and quantities you would like to order. Contact us for any queries.
- For any order that is NOT in-stock, the **Lead Time** would be between **10 to 16 weeks (approximately)** from the day payment received by hanabanana art+design
- Your order will be processed upon receipt of payment verification and authorization.
- Delivery estimates are good faith estimates only. hanabanana art+design will not be liable for any loss, damage, cost or expense related to any delay in shipment or delivery. Therefore, we encourage you to buy insurance. We cannot ship to post office boxes.
- We offer very competitive shipping rates within Canada and US.
- All orders are packed and shipped on Monday to Friday between 10.00 AM to 5.00 PM (EST).
- We will ship the order according to the address indicated in the Invoice or Order Confirmation.
- Orders that are placed on weekends and select holidays will be processed the following business day.
- Orders placed after 3:00 pm (EST) will be processed the following business day.
- All orders will be shipped in corrugated boxes.

Returns and Replacements

- **Before you sign the shipping receipt, please make sure the boxes are in good conditions.**
- Please inspect your items immediately upon delivery.
- Any claims for defective or damaged items must be filed and returned for refund or exchanged within **1 (one) day** of received products, along the proof of payment or any online receipt. Returns should be properly packed and sent in the original packaging.
- Claims received after 3 (three) days upon received products will not and cannot be processed.
- The amount of shipping cost that has been paid to send the initial shipment will not be refunded and returns on shipped orders will incur return shipping costs.
- hanabanana art+design **will not cover the returned shipping cost** from your location to our location.
- Any exchanges may apply the additional payment for the shipping cost from hanabanana art+design to your location.
- Returns must be pre-authorized and approved by hanabanana art+design team.
- **Custom Orders, special price, final sale and promotions, lighting and polycarbonate items are not cancelable, refundable, returnable, nor exchangeable.**
- We will not accept any return or exchange if you have had your items assembled and rubbish removed.
- Provided the above conditions are met, we will issue your refund within maximum 10 (ten) days business days of receiving your returned item(s).
- We will refund your money in the same way you paid for your order.
- At any time, hanabanana art+design reserves the right to refuse a return or exchange as well as reimbursement on shipping and handling charges.
- Please contact us for the return address and make sure to include your customer order details with the package.



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Cancellation and Refund Policy

We guarantee your full satisfaction. However, any order cancelled after payment received may be subject to a minimum of 25% or maximum of 50% cancellation and restocking fee **in addition to any shipping charges incurred**. hanabanana art+design reserves the right, in its sole discretion, to limit quantities, terminate accounts and to refuse or cancel any order, including after the order has been submitted, whether or not the order has been confirmed or accepted and your debit/credit card charged.

We apologize for any inconvenience that may cause - should you have any queries, feel free to send us an email.

Privacy Policy

hanabanana art+design is committed to protecting your privacy. In order to provide a quick and accurate response to your order, hanabanana art+design asks only for the information necessary to complete your order with precision. All the information is strictly for the use of hanabanana art+design, it will not be shared with any other third party. hanabanana art+design uses Secure Socket Layer (SSL) technology to protect your privacy when you place an on-line order.

The information we gather and how we use it: When you order a product, we need to know your name, your company's name, your email address, and your mailing address. This allows us to process and complete your order and to notify you of your order status.

How we protect your personal information

hanabanana art+design safeguards the security of the data you send us with physical, electronic, and managerial procedures. For any payment, hanabanana art+design uses either **direct payments** (ettransfer/interact and cheques) or through a **secure gateway payment system**, Square (squareup.com), which used single point of contact for VISA, MasterCard and American Express Payment. These systems protect the confidentiality of your personal and credit card information while it is transmitted over the Internet.

However, you are fully responsible with your personal data when you are on the internet and/or on the website other than ours. We urge you to take every precaution to protect your personal data when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.

Chargeback

If we receive a chargeback or payment dispute (i.e. Square/PayPal Dispute) from a credit card company or bank, your service and/or project will be suspended without notice. A \$100 chargeback fee (issued to recover fees passed on to us by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before product/service is restored, files delivered, or any further work is done. Instead of issuing a chargeback, contact us to address any billing issues. Requesting a chargeback or opening a dispute for a valid charge from us is fraud, and is never an appropriate or legal means of obtaining a refund. Please read and make sure you fully understand our refund policy prior to making a payment.



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Other General Terms and Conditions

DEFINITIONS

“Goods” means any goods and/or services provided by the “Company” means hanabanana art+design. “Client” means the person, firm or company placing an order with the Company.

1) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed in the policy section) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.

2) ORDERS

Orders will be deemed to have been placed when an email confirmation has been received from a responsible executive of the client company.

3) RIGHT TO SUB CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

4) RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods. Therefore, we encourage you to buy insurance.

5) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.