

TERMS & CONDITIONS

These terms and conditions apply to private consumers' purchase of goods in ferm LIVING's webshop. It is not possible to give in VAT/CVR. numbers in the webshop.

If you wish to shop on behalf of a business, please contact our customer service on info@fermliving.com. If you place an order in the webshop on behalf of a business within the EU, you are responsible for claiming the VAT, not ferm LIVING ApS.

The website is owned by ferm LIVING ApS, Laplandsgade 11, 2300 Copenhagen S, Denmark, telephone: +45 7022 7523, email: info@fermliving.com, CVR.: 30070186.

Purchase agreements are contracted in Danish, English or German and are legally binding when you receive an order confirmation. All prices and offers on the webshop are without obligo.

PAYMENT

We accept payment with Dankort, Visa, MasterCard, PayPal and Sofort (DE). We do not charge credit card fees. The amount will not be charged until the goods have been shipped.

If you have ordered several goods and one of them is in back order, the payment for these goods will be charged on the date of the shipment.

PRICES

You can choose to have our prices shown in DKK, SEK, British pounds or Euros. The prices include 25 % VAT. If you want shipment to a country outside of the EU where Danish VAT is not collected, the prices will be shown without VAT upon checkout.

For orders with delivery in Germany VAT of 19 % is added. The freight costs will be added to the price – see freight costs below.

GIFT CARD

How do I check the balance on my gift card?

You can always check the balance on your gift card online through the link in the gift card e-mail. If you no longer have the gift card e-mail, you can contact our customer service at webshop@fermliving.com to get a resend of the e-mail.

PLEASE NOTE: If you were given the gift card as a present, the e-mail will be resent to the gift giver.

Loss of Gift Card

A gift card is a bearer instrument and must therefore be viewed as cash. The person using the gift card can use it as payment. No further identification of the person is required. Even if you have confirmation from the gift giver or a receipt, we must unfortunately insist that only the gift card itself is of value to its bearer. Gift cards which were lost, or which expired more than a year ago will not be replaced.

Pre-ordering items

It is possible to pre-order selected items in our online store. It will be clearly marked on the item if it is possible to pre-order. On the item, in the basket and on your order confirmation, you will see the expected delivery date of the product. When you pre-order an item, we will not withdraw the amount until we ship – we simply reserve the amount on your payment card until we are ready to ship the item. Once we are ready to ship your item, we will send you an email.

You may cancel your order at any time before the delivery. If you want to cancel a pre-order, please contact our customer service at webshop@fermliving.com

NOTE: You cannot buy a pre-order item with a product that is in stock. If you want to order more items, please do so on multiple orders.

COURSE OF ORDER

Our webshop works in the following way:

You collect the wanted goods in the basket by clicking the button "Add to Cart" (You find the button under each product). When you have collected the goods you want to purchase, click "My bag" (the button is at the top right of the page). Subsequently, a window of your bag containing your wanted goods is opened. Here you can click "go to purchase". You must check off the box "I accept ferm LIVINGs terms & conditions" before you can go further to check out. We recommend you read the terms and conditions.

Please note, if you wish to change the number of products (add/remove) you will have to go back, change "my bag" and then accept the terms and conditions once more. All information you have already typed in, will be saved, so you don't have to redo it. If you wish to delete the information already typed in—read how to in our Cookie Policy.

After clicking on "Go to check out" you will be forward to our check out page. Here you can type your name, address, phone number and e-mail for the delivery (you can choose to sign up for our newsletter, when typing in your email. This is not mandatory.) You have the possibility to save your information for fast check out next time you shop at our webshop. By clicking on this check field, you accept us saving

your information cf. our Privacy Policy. At any time, you can e-mail us and have us delete your information on webshop@fermliving.com. When you have typed all of your information in, you click the button “Continue to shipping”.

After clicking “continue to shipping” you will be redirected to our shipping page. Here you can choose your preferred delivery method. (Please note, large quantity of products may limit the choice of delivery method due to special carrier.) After you have chosen your delivery method, the total price of your order will be shown in the right site of the screen right under the order summary. Now, you can click on “Continue to payment”.

On the payment page you can review all your information and you can choose your preferred payment and click “Complete order”. You will be redirected to a secure payment window with your chosen payment. Please note, if you have chosen PayPal, SoFort or iDeal, you will be directed to their login page to complete your purchase. When this is done, you will be redirected back to our success page where you can review your receipt. You will receive an order confirmation shortly via e-mail. You can print out the receipt by using the print function of your computer. The purpose of this receipt is solely to give you transparency and documentation for receiving your order and does not constitute an acceptance of your order. A purchase agreement is finalized when the completion of the order is confirmed in another e-mail (order confirmation). We keep the receipts and order confirmation (purchase agreements) to administrate your order efficiently – cf. our Privacy Policy.

DELIVERY TIME AND FREIGHT COSTS

*These freight prices you see are indicative and not for specific products. The freight rates can vary according to the number of products and the volume of these in your basket. For the specific price for your order, please go to check out and select your delivery country. Xpress delivery are not subject to free delivery.

We process your order as quickly as possible. All orders are fulfilled at our warehouse in Denmark within 1-3 business days. All customers paying by credit card, will, however, be subject to validation controls and ferm LIVING reserves the right to delay an order if we consider further security control to be necessary. When your order is shipped, we will e-mail you the tracking number of the package.

Delivery in Denmark

Estimated delivery time: 1-2 business days

Purchase below 650 DKK: from 19 DKK

Purchase above 650 DKK: Free delivery

Delivery in Germany & Sweden

Estimated delivery time: 2-4 business days

Estimated Xpress delivery time: 1 business day

Purchase below 130 euro: from 9 €*

Purchase above 130 euro: Free delivery, unless otherwise specified*

Delivery in UK Estimated delivery time: 3-5 business days

Estimated Xpress delivery time: 1 business day

Purchase below 130 euro: from 12 €*

Purchase above 130 euro: Free delivery, unless otherwise specified*

Delivery in EU (except Denmark)

Estimated delivery time: 3-7 business days

Estimated Xpress delivery time: 1-2 business days

Purchase below 130 euro: 15 €*

Purchase above 130 euro: Free delivery, unless otherwise specified*

PLEASE NOTE: The estimated delivery time are indicative. If you have a request for a specific country, you are welcome to contact our customer service on webshop@fermliving.com

USA and Canada

Estimated delivery time: 4-7 business days

Freight cost: from 69 euro*

Australia, New Zealand, Abu Dhabi, Dubai, Kuwait, Japan, Thailand, China, Singapore, Hong Kong, South Korea, Malaysia, India, Taiwan

Estimated delivery time: 5-9 business days

Freight cost: from 79 euro*

All other countries:

Estimated delivery: 5-9 business days

Freight cost: from 109 euro*

BULKY GOODS AND FURNITURE*

When ordering furniture or larger goods, they will be shipped with a special carrier straight to your home within the EU. You will be contacted directly regarding the time of delivery so you can make sure to be home at the address upon delivery. If you happen not to be home at the agreed time of delivery, your item might be returned to the warehouse. In that case, you need to contact us to arrange a re-delivery. The package will be delivered to the curb, and if this is not possible then as close to your house as possible (this service does not include removal of any packaging materials nor pallets). You are responsible for getting the delivery from the curb into your house.

The exact freight costs for your purchase will be shown in the ordering process. Typically, we ship the goods with GLS, DHL, DSV, PostNord, TNT, FEDEX and Schenker. We do not deliver to PO boxes.

PLEASE NOTE: In case the delivery appears damaged, we ask you to receive with reservation. If the contents are damaged, please contact customer service at webshop@fermliving.com

TAXES FOR SHIPPING OUTSIDE OF THE EU

When ordering goods for delivery outside of the EU, we do not collect Danish VAT; however, import duties and/or taxes according to national laws may be levied when the package arrive at the destination country. Unfortunately, we cannot predict the cost imposed on your order. You are responsible for paying all the associated import costs to the chosen country.

RIGHT OF CANCELLATION

Private persons have the right to cancel within 14 days without stating reasons unless the goods are on sale. The cancellation right for goods on sale is 14 days.

The cancellation deadline shall be 14 days from the day on which you or a third party appointed by you, have or has taken possession of the last goods (14 days for goods on sale).

If you have ordered more items in one order and we are not able to deliver the goods at the same time, the right of cancellation runs from the time where you or another person of your choosing has the last goods in physical possession. If the deadline expires on a national holiday, June 5, Saturday, Christmas Eve, or New Year's Day, the deadline is extended to the following business day.

Partial cancellation

As a rule, the right of cancellation only applies if the entire purchase is returned. However, we offer the possibility for you to return your purchase partially, i.e. if you bought a Wire Basket and a Plant Box and you wish to keep the Wire Basket but return the Plant Box. The procedure and terms are the same as when you cancel the entire order (see further information in the paragraph "Right of Cancellation"). However, in the case of partial cancellation, the freight charges will not be refunded.

How to make use of your right of cancellation

You can cancel the order by noticing us thereof. Please contact us via e-mail or telephone letting us know that you want to return:

E-mail: webshop@fermliving.com

Telephone: +45 7022 7523

You cannot use your right of cancellation by refusing to accept the goods at delivery, or by omitting to collect it, without at the same time letting us know that you wish to return.

The deadline for cancellation is kept if you notice us of the cancellation before the time limit expires.

Return of the goods and return costs

If you have cancelled an order, you must send the goods to:

ferm LIVING,
c/o Prime Cargo
Lysbjergvej 8, Hammelev
6500 Vojens
Denmark

without unnecessary delay and at the latest 14 days after you notice us of your cancellation. The time deadline is kept if you return the goods before the expiry of the 14 days.

The goods cannot be sent COD or without distribution.

Postage as well as any other expenses in relation to returning such as secure packaging must be paid by you. If a package is not picked up, we reserve the right to deduct the costs incurred by us from the purchase price before reimbursement. Please, be aware that some carriers charge a fine if the package is not picked up.

Upon return, you are responsible for wrapping the goods securely. You hold the risk of the goods as of delivery. You are responsible for the arrival of the package at our warehouse. We recommend using track and trace so that you may follow the shipment.

The return costs in Denmark until 2 kg are expected to be no more than 80 DKK if the goods are sent as a package. See more at Post Nord or GLS Denmark

Some goods cannot – due to their size – be sent by regular mail and will instead have to be returned via a special carrier. This goes for the most furniture such as shelving systems, desks, tables, side tables, chairs, sofas, daybeds, etc.

The cost of return with a special carrier usually starts at 300-400 DKK. The return cost depends on the goods' weight and volume, as well as the distance. Typically, there is a fixed price per kilometre. Please note that there may be a difference in price according to the chosen carrier. You can get offers on the price for returning your goods by contacting a carrier.

Refunds

When you use the right of cancellation for the entire purchase, we refund all payments from you, including any freight charges. However, if you choose a more expensive form of delivery than our standard delivery, we will not refund any additional costs associated with the more expensive form of delivery.

By partial cancellation, we don't refund the freight charges. We refund the amount without undue delay and in any case no later than 14 days from the date of receiving your notice. However, we reserve the right to hold the return payment until we have received the goods you returned, or you have presented documentation confirming that you have returned the items before we have received them.

We can withhold the reimbursement until we have received the refunded items or you have sent documentation proving the return of the products.

We will complete such compensation via the same means of payment as you used for the original transaction unless you have explicitly agreed to something else. In any case, you will not be charged any fees as a consequence of the reimbursement.

Trying the goods and packaging

You are only liable for any possible decrease of the items' value caused by the handling of the goods

other than what is necessary to determine the character and features of the goods, as well as the way it works. You may examine the goods in the same way as one can and may in a physical store, but you may not start using it, e.g. by removing any stickers or hang tags. If you have used the goods in a way that is not allowed in a physical store, causing that we cannot resell it or sell it at full price again, you must expect us to deduct the decrease of value from your reimbursement. If the goods no longer have market value, we will not reimburse your purchase.

Lacking original packing may constitute a decrease in value so to be certain to get a full refund it is recommended to return the goods in original packaging.

Furthermore, you should make sure that the goods are safely wrapped when returning it. You are responsible for the package/the goods until we receive them. Save the receipt of sending as well as track and trace number, if possible.

CLAIMS

If you purchase goods that have a defect the Danish Sale of Goods Act applies.

You can make your claim with 24 months from time of delivery by addressing us at Laplandsgade 11, 2300 Copenhagen, webshop@fermliving.com or +45 70 22 75 23. You must, however, always make your claim within "reasonable time" upon discovering the defect.

We recommend that you file your complaint as soon as possible and within 2 months after noticing the defect. The package must be sent to:

ferm LIVING
c/o Prime Cargo
Lysbjergvej 8, Hammelev
6500 Vojens
Denmark

We ask you to, as detailed as possible, describe the problem. If your complaint is legitimate, we will refund reasonable freight costs. If the claim is not valid, you will pay the delivery costs yourself, as well as the cost of re-delivery to you.

Remember that the goods always must be sent in secure packaging and to get a receipt of mailing. Save this receipt including information on freight cost, as well as any track and trace number.

COMPLAINT TO AUTHORITY

If we cannot agree on the handling of the claim, you may file a complaint to the EU Online Dispute Resolution. If you want to make use of the EU Online Dispute Resolution, you can use this link:

<http://ec.europa.eu/odr>

When filing a complaint, you must give this e-mail address: webshop@fermliving.com

LAWS AND VENUE

Danish law shall apply to any purchase made in the webshop, and the venue is The City Court of Copenhagen. However, absolute national legislation may apply upon delivery outside of Denmark.

DISCLAIMER

ferm LIVING may at any time change the content of this site. ferm LIVING cannot be held responsible for any damages caused as a result of using the site or for that matter lacking access to the website.

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