

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, e-mail: 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 oblige.

PAYMENT

We accept payment with Dankort, Visa, MasterCard, PayPal, Sofort (DE), and iDeal (NL). 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.

COURSE OF ORDER

Our webshop works in the following way: You collect the wanted goods in the basket by clicking the button "Add to basket" (You find the button next to each product). When you have collected the goods you want to purchase, click "Go to payment" (the button is at the top of the page). Subsequently, you are led to a window of payment. In this window, the total amount of your order is approved again, while providing payment data. By pressing "Confirm order," you give a binding offer on the purchase of the goods in the basket. Before giving this binding offer, you can at any time and any place change and see the stated data by pressing the button "Back" in your internet browser. Furthermore, the possibility of cancelling the order before giving the binding order always exists by closing your browser window.

After confirming your order you will automatically receive a receipt on the e-mail you gave in when ordering. 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 accept of your order. A purchase agreement is finalised when the completion of the order is confirmed in another e-mail (order confirmation). We do not keep the purchase agreements.

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

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

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

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

PRIVACY POLICY

We need the following information when you use our website for shopping: Name, address, telephone number and e-mail address.

We only register and pass on personal data necessary for delivering the products to you. (If you are passing on information to other companies, you must provide information on this here and specify what and whom you are passing on information. ferm LIVING ApS collects and processes personal information under the existent law on collecting personal data.

ferm LIVING prioritises data privacy and confidence. At the same time, we want to give you the best possible experience when you visit our website. Therefore, we collect and use information when you shop in our webshop, including expediting your order and registering your preferred functions, etc., as well as sending marketing material and other information on our products and activities if you have given us your explicit consent. Finally, your information can be used to investigating suspicion of fraud.

The personal data collected is name, telephone number, e-mail address, postal address and information on your purchase. For safety reasons, we do not save credit card or other payment information.

We save your e-mail address to i.a. send you an order confirmation as well as notice you when your order has been shipped. Your name and address will show on a label of your package with your order. The data is registered at ferm LIVING APS and will be kept for a period of five years. Afterwards the information will be deleted. We cooperate with different companies which process and file data. These companies process data solely on our behalf and may not use personal data for their own purposes. We cooperate solely with data processors within EU or within countries which provide the same level of protection. The data controller on fermliving.com is (Head of Legal/Helle Stakemann). You have the right to get access to information registered about you. If you believe the information to be incorrect you have the right to have the information rectified. In some cases we will have to delete your data if requested by you. It could for example be if the information is no longer necessary to the purpose we originally needed it for. Please contact us if you feel your personal data is not processed according to legislation. Inquiries about this must be send to ferm LIVING APS via e-mail (webshop@fermliving.com)

We only disclose your information with partners such as freight companies and the external warehouse of ferm LIVING (Prime Cargo) to the extent that it is necessary to fulfil your order.

ferm LIVING processes personal data for marketing purposes under the existent laws, including the requirement to collecting your consent before sending out electronic marketing material.

Customer and order data are protected by encryption during transmission and the subsequent storing. ferm LIVING uses Secure Socket Layers (SSL), the industrial standard for transmitting information to process your order.

You have the right to, upon request, be informed which information we have registered of you and take exception to a registration according to the personal data protection act. If the information is wrong, incomplete or irrelevant, you have the right to have the information corrected or deleted. ferm LIVING ApS saves personal data and relevant purchase data for five years according to the bookkeeping law.

If you want more information or wish to change your personal data, you are welcome to contact us. You can either write us at our address:

ferm LIVING ApS
Laplandsgade 11
2300 Copenhagen

or contact us via phone +45 70 22 75 23 or e-mail: 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 30 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 30 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 you 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.

Refund

When you use the right of cancellation for the entire purchase, we refund all payments from you, including any freight charges. 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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