

## **TERMS & CONDITIONS**

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While every effort is made to ensure that the content of this website is accurate, the website is provided "as is" and Living Lighting Ottawa makes no representations or warranties in relation to the accuracy or completeness of the information found on it.

In no event will Living Lighting Ottawa be liable for any incidental, indirect, consequential, or special damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of profit, loss of contracts, goodwill, data, information, income, anticipated savings or business relationships, whether or not advised of the possibility of such damage, arising out of or in connection with the use of this website. Errors will be corrected where discovered. We reserve the right to revoke any stated offer and to correct any inaccuracies, errors, or omissions, including after an order has been submitted.

### **Wishlists and Estimates**

Living Lighting Ottawa wishlists are provided for the convenience of our clients and do not constitute a bill of sale. If you would like to proceed with an order, please contact us and reference the wishlist or estimate number. Pricing on estimates is valid for 15 days from the date of creation. Pricing and availability are subject to change without notice. Once an order is submitted and confirmed, any changes will require written documentation. Any electrical work as required is not provided for in our estimates and is the responsibility of the client. All products are covered under the original manufacturers' warranties and do not cover cost of electrical installation or labour. Warranties do not apply if products are altered, improperly installed, or misused. The client is responsible for any additional freight charges (oversized shipments, lift gate, rural address charges, re-delivery charges, or specialty handling charges). Special items and crystal products are final sale.

### **Product Availability**

Living Lighting Ottawa strives to maintain a wide variety of products in stock and available for immediate pick-up/delivery at the time of your visit in store. In many cases items displayed on our website are special order and are not physically in-stock at our location, such items may be ordered by us from one of our manufacturers to be delivered to you.

Item detail pages contain availability messages describing the item's current stock status. An example availability message such as: "10 items available to order" indicates that as of the latest inventory feed update, we are able to order from the manufacturer up to 10 items. In some cases several customers may simultaneously select a certain item, which will then make it out-of-stock. If this occurs, we will inform you by telephone or by email that the selected item is sold out/back-ordered; you will have the option to wait for the item to become available, to choose a different item, or to cancel your order and receive a refund.

If you have any questions regarding product availability or stock status, please reach out to us by email or telephone.

# OUR POLICIES

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## ON APPROVAL POLICY - IN-STORE ONLY

It will be our pleasure to hold a credit card voucher worth the value of the product for up to 48 hours so that you can “Take-it-Home and Try-it-Out”. At that time, you may either return the undamaged product at no charge or authorize us to cash the credit card voucher.

## PRICE PROTECTION POLICY – IN-STORE ONLY

If within 10 days of making a purchase at Living Lighting Ottawa, you find an advertised identical item available from a local competitor, at a lower cost, Living Lighting Ottawa will, upon verification, match that price, or will provide you with a complete refund.

## METHODS OF PAYMENT

Credit/Debit Cards  
Cash – in-store only  
E-Transfer  
Living Lighting Gift Card – in-store use only

## PRODUCT AVAILABILITY

As stores are individually owned and operated, product may vary from store to store.

## SPECIAL ORDERS

Any items ordered that is considered as ‘non-stocked’ item is a special order item.

## PRODUCT RETURN / EXCHANGE

### Products Eligible for Return/Exchange

If you need to return an item, please contact us within 14 days of receipt with your order number and details about the product you would like to return. We will respond quickly with the required authorized number for how to return items from your order and important instructions on how to return. Returns may then be returned to original store either in person or by courier when accompanied with the authorization supplied by the store.

- Refunds will be cheerfully given when merchandise is returned in an unused and undamaged condition when you notify us by email within 14 days of receipt.
- Customers requesting a return later than 14 days will receive a store credit
- We will not accept returns later than 30 days
- Products eligible for return/exchange include in stock items in original, new, uninstalled condition (no cut wires) with all original parts, tags, instructions and packaging.

- Items returned without a confirmed authorization number will be refused and returned to you at your expense.
- We do not provide return labels; customers are responsible for shipping fees back to us.
- Tracking Number: We recommend using a carrier that will provide you with a return tracking number as this will speed up your return process. Retain your tracking number and email us so that we can check on the progress of your return.
- We will pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item).
- You should expect to receive your refund within four weeks of giving your package to the return shipper, however in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days) and the time it takes your bank to process our refund request (5 to 10 business days)
- Please do not request a charge back from your credit card company during the return process. If a charge back has been submitted, we will not be able to credit you for your return until the charge back mediation process has been completed.

### **Products Not Eligible for Return/Exchange**

- Any product that has been modified, installed, or used in any way (including cut, clipped or stripped wires), items not in resalable condition, or items missing the original packaging
- Items with crystals or crystal beading
- Orders over \$2,500
- When ordering large quantities, we suggest ordering one first for evaluation.
- Light bulbs, parts, or shades
- Clearance, discontinued or Final Sale items
- Items not purchased from Living Lighting Ottawa

### **Restocking Fees**

We offer a full refund on items stocked in our store. Any items ordered that is considered as 'non-stocked' item is a special order item and will be subject to a 25% restocking fee. You will be notified if the item(s) you ordered is a special order.

- 25% restocking fee of original purchase price on regular product. This restocking fee will be deducted from your refund/credit;

### **Cash Sale (in-store only)**

- Purchases under \$50.00 will be refunded immediately in cash. Purchases over \$50.00 may be refunded by cheque.

### **Debit (in-store) & Credit Cards (in-store and online)**

- Purchases made via debit or credit card will be refunded back to the original card which must be presented at time of refund.

## **Gift Cards (in-store only)**

- Purchases in-store made via gift card will be refunded via a credit note or back onto a new gift card.
- Gift cards may only be used in-store. Gift cards are not redeemable or refundable for cash. Lost, stolen, or unauthorized use of cards will not be replaced or replenished.

## **In-store Pickup orders**

All orders require a minimum 50% non-refundable deposit. Orders placed for pickup are considered purchased upon notification that the order is ready for pickup final payment due when order is picked up. Orders not picked up within 30 days of notification are subject to a 2% per month storage fee.

## **Online orders for pickup in-store – CLICK & PICK**

All orders made online, for curbside pickup or pickup in-store are paid in full at time of ordering. You will be notified as soon as your order is ready for pickup. Orders not picked up within 30 days of notification are subject to a 2% per month storage fee.

## **ORDER CANCELLATIONS**

- You may cancel an order that has not shipped by the manufacturer.
- Special order or customized product may not be cancelled.
- Any cancellation fees imposed by the manufacturer will be your responsibility and will be deducted from any refund.

## **DEFECTIVE GOODS / PRODUCT WARRANTY**

- All products are covered under the original manufacturers' warranties and do not cover cost of electrical installation or labour. All items (excluding incandescent light bulbs) are offered with a minimum 1-year warranty.
- Any qualifying defective item purchased from Living Lighting Ottawa that is returned within one year of purchase will be repaired or replaced at the company's discretion.
- Repairs for items that are still under warranty will be covered at no charge.
- A copy of sales receipt will be required if the sales transaction cannot be found in our system.
- Warranties do not apply if products are altered, improperly installed, or misused. Any defects deemed to be caused by improper installation or product modification in any way disqualifies the product from a defective goods return.

## **Defective Goods / Product Warranty return process**

- Defective goods claims must be filed with Living Lighting Ottawa within the 1 year warranty period, from date of purchase. Please be sure to include your name, contact details and copy of your receipt.
- Upon inspection and final approval by Living Lighting Ottawa that the returned product is defective, a replacement product (same as original, or an alternate selection) will be shipped as

soon as possible OR should you prefer to be issued a store credit towards a future purchase, that store credit will be issued immediately upon request.

- **Please note** that broken glass, or missing parts, do not deem the product defective. Email the store within 48 hours and we will ship replacement glass or parts as soon as possible.

## **DAMAGED GOODS / MISSING PARTS**

Our damaged goods / missing parts policy is designed to deliver to you a solution in the timeliest manner possible, at no expense to you.

- Please open and inspect your product within 48 hours to ensure the product has not been damaged, or missing parts or components.
- Living Lighting Ottawa cannot be held responsible for any missing, or damaged goods if we are not notified within 48 hours
- If there is a missing or damaged piece, once Living Lighting Ottawa is notified, a replacement product (or missing parts) will be shipped to you as soon as possible.

## **BACKORDERS**

- If your ordered product is on backorder, meaning we and/or the manufacturer has no stock, we will try our best to provide you with the most updated information regarding an ETA as possible.
- If an item is unavailable for the specified extended period of time, outside of our control, we will work with you directly to find a suitable alternative.

## **SHIPPING**

- Shipping charges will be calculated at the time of your order, please contact us for a shipping quote.
- The client is responsible for any additional freight charges (oversized shipments, lift gate, rural address charges, re-delivery charges, or specialty handling charges).
- For orders for the rest of Canada a shipping quote will be provided
- We are not able to ship to PO Box addresses

We generally use a courier of our choice or 'Expedited Parcel' by Canada Post to ship orders across Canada. If you are not present at the delivery, the courier may leave your parcel at your door, Canada Post will leave a notice card showing you where the parcel can be picked up (Canada Post or postal counter closest to you). You have 15 days to pick up your Canada Post parcel at the location specified. After that, it is returned to us with fees. If Canada Post, or alternative carrier, is unable to contact the customer, the customer will then be responsible for any storage fees or freight charges back to the shipper.

## **RISK OF LOSS**

The risk of loss is passed to you upon our delivery of the shipment to the carrier.

## **INTERNATIONAL SHIPMENTS**

We are currently unable to accept international shipments at this time.

## OUR COMPANY

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Living Lighting Ottawa is fully Canadian, owned and operated. Our showroom is located in Ottawa, Canada.

Responsibility for this online store: <https://www.livinglightingottawa.com>

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