

# HDI Standards

(for home delivery & installation service)

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## HDI Agreement and Standards

between

**OESEDER MÖBEL-INDUSTRIE Mathias Wiemann GmbH & Co. KG (hereafter known as WIEMANN)**

and

**RETAILER NAME (hereafter known as RETAILER)**

This document confirms the terms and conditions of the home delivery and installation service (short: HDI service) offered by WIEMANN partners for 'The retailer'.

## Terms and Conditions

1. **Delivery** – WIEMANN's HDI service is for Mainland UK. It is a Monday to Friday service, during normal working hours. Outside of the geographical area maybe delivered to on a price on application basis. There are no set days for set postcodes. Delivery and assembly will take place on the same pre-arranged dated appointment.

These terms and conditions cover all HDI orders, however, if the order relates to a property development or multiple units for multiple addresses we would need to be made aware prior to ordering so we can discuss intricate details of each project.

Wiemann would also not be able to deliver into a different state or union from that of the order origin. (e. g. a Scottish retailer delivering to Republic of Ireland).

2. **Order placing** – Orders must be sent to WIEMANN by email:

[uk-office@wiemann-online.com](mailto:uk-office@wiemann-online.com)

The retailer is obliged to supply consumer's full delivery address. It's vital that a correct postcode is supplied for the delivery address to ensure we despatch to the correct delivery partner. If there is a change to the delivery address at any time you must inform WIEMANN immediately. **Please note charges may apply and lead times extended if the order has already been dispatched from Germany.** Please see appendix (A) for full order details required.

- a. Upon receipt of the order WIEMANN will send an introductory email or postcard to the consumer by email or post. This will include pre delivery advice along with a website link for further important advice. Please see separate pre assembly advice in appendix (B). We would ask you pass a copy to your customer for their information and preparation prior to the delivery date.
- b. You 'The Retailer' will also receive an order confirmation which you should check carefully to ensure the order is correct and notify Wiemann immediately of any errors or omissions.
- c. WIEMANN will not be held responsible if notification of errors between order confirmation and original order are not received 5 days prior to loading date in Germany shown on the online tracking system  
<https://www.ordertracking.wiemann-online.com>

3. **Order tracking** - Once the order has been processed it will appear on our order tracking portal for which you will receive a unique login. The portal can only be supported with a fixed URL and not through remote WIFI. All your orders are visible and many of the frequently can be easily answered. Your unique login details must remain confidential under current GDPR legislation. You must inform WIEMANN ([uk-office@wiemann-online.com](mailto:uk-office@wiemann-online.com)) immediately, should a member of your staff who has access to the portal depart your business. We can supply a new Login for you. Use of the Portal is covered in the portal instruction manual.
4. **Cancelled orders/Rejected** – Orders arriving in the UK and subsequently cancelled must be notified to Wiemann immediately and refer to our cancellation / returns policy (C)
5. **Lead Times** - WIEMANN will assume that unless otherwise notified all orders will be produced and despatched to our delivery partners within the lead time quoted at time of order. If your customer wishes to postpone delivery and assembly of their order beyond quoted lead time you must inform WIEMANN immediately. Failure to do so may incur storage charges if our delivery partners are unable to delivery to the consumer within 28 days after the lead time quoted at time of order. WIEMANN reserve the right to levy storage charges at £25.00 per full week per order.
  - a. Lead times during normal trading periods 6 to 8 weeks. During summer and winter holidays up to an additional 3 weeks. Prior notification of holiday dates will be communicated by WIEMANN.
6. WIEMANN cannot be held responsible for delays caused by:
  - a. Incorrect delivery addresses details supplied on the order from 'The retailer'.
  - b. Customer being unable to accept during normal lead time (they will be offered at least one date)
  - c. The retailer not operating within pre agreed Payment terms
  - d. Any other outside influence uncontrollable by WIEMANN.
7. **Customer delivery and assembly arrangements** - WIEMANN will, via our delivery partners, contact your customer to arrange a dated appointment for delivery and assembly. No specific time of day for the delivery will be given at the point of booking. However, our delivery partners contact the customer on the morning of delivery to advise the customer of an arrival window. They will also keep them informed if they encounter delays during the day. Once an appointment has been made you will be notified via the portal and email to your order confirmation email address (if provided). Your customer can postpone the appointment but you or the customer must inform WIEMANN or the delivery partner at least two working days prior to the day of delivery. Additional costs maybe incurred if not adhered to. Should the customer notify us of a different delivery and assembly address at this time the order will be placed on hold until we receive written confirmation from 'The retailer' to authorise the delivery and assembly to go ahead.

Assemblies of **new shop displays** will be arranged as per above. Wiemann will not be responsible for the removal or dismantle of existing product the area must be clear and ready for the new products. Ex display product is fully the responsibility of the retailer.

## 8. The Delivery

- a. Delivery and assembly will be completed by a minimum of a two person team.
- b. The assembly team will not enter the property unless there is a responsible adult present for the entire duration of their visit. The responsible person must be able to instruct the assembly team of the exact placement of the furniture and any internal accessories purchased. They must also be authorised to sign the proof of delivery documents.
- c. The assembly team are unable to remove footwear for Health and Safety reasons. They carry shoe protectors. The customer should protect any carpeting or flooring to avoid any potential soiling during the assembly process. The team may request on the day if they feel an area requires protection before they commence.
- d. Once the assembly team have finished the customer will be asked to inspect the products to ensure they are happy and have left their property clean and tidy. The customer has the opportunity on the assembly report document to leave feedback and will be asked to sign both the proof of delivery and assembly report to confirm their satisfaction. The assembly report is also used to detail any defects by the assembly team which will be confirmed by your customers signature. They will also be given the opportunity to take a copy or photograph the documents for their records. All defects will be reported back to WIEMANN and subsequent replacements or rectification will organised without delay.

If all of the above is met then would deem the delivery and assembly as successful.

## 9. Arrangements in case of unsuccessful delivery and assembly (failed deliveries)

- a. In the event the customer or responsible adult being unavailable on the pre appointed day or not at the property to take delivery this will need to be rescheduled. In such an event every effort will be made to contact the retailer before the appointment is aborted. WIEMANN reserves the right to recover any incurred costs for the redelivery from 'The Retailer'. The order will only be rescheduled once an agreement has been reached in these cases. Full HDI costs will apply in such cases.
- b. In the event that a customer refuses goods due to incorrect ordering by the retailer / customer or they are unable to be fitted due to mismeasurement the goods will remain with the end consumer and become the retailer's responsibility with full HDI costs applying. Goods will only be removed from the consumer's property by agreement/instruction from 'The Retailer' or explicit demand from the consumer. At this point the goods become the responsibility of the retailer and clause 4 will apply if product is intact and A1 condition.  
Full HDI costs will apply in all cases. In the case where delivery to the retailers store or warehouse is requested HDI costs will apply as well.
- c. Whilst at the consumer's property the assembly teams will make note of any issuing arising (defects or damage) and order the relevant items required to complete the order. A subsequent appointment will be made with the customer upon receipt of the new components. All cases will be visible on the portal for your reference.
- d. In the instance that the furniture has been assembled but subsequently noted the order is incorrect by error or omission from the retailer / customer, the incorrect goods will become your responsibility to remove from the consumer's property prior to the delivery of the correct items. If they have not been removed then our HDI partners will remove and dispose of the items and WIEMANN will forward the costs of the removal to you and no credit will be awarded for the removed products.

10. **Post assembly claims** - Should a defect be noted by the customer after the assembly team has departed. All such claims should be reported via the retailer to WIEMANN ([uk-office@wiemann-online.com](mailto:uk-office@wiemann-online.com)).
- The warranty for assembly and manufacturing only covers the product whilst in its original location as assembled by our Authorised HDI partners.
- WIEMANN will not accept any claims of manufacturing or assembly defect if the product is moved to another property. In these cases any service will be on a chargeable basis. If the product has been moved within the original property these cases will be looked at case by case and WIEMANN will work with the retailer to service these instances.
- In all cases please support the claim with images / pictures. The claim will be investigated and where confirmed as either manufacturing or assembly defect under normal usage then Wiemann will cover all costs for the rectification of the furniture. Should the claim be proven as beyond normal usage then WIEMANN reserve the right to charge the retailer accordingly for any parts and remedial labour costs incurred. (see appendix (E) for charges)
11. **Property Damage**
- Should an accident occur and the team cause damage to the customer's property then ensure the customer has it documented on the assembly report. There is a section for completion.
  - Should the customer notice damage to their property after the team have departed they must inform our delivery partner immediately. Failure to do so may result in the claim being rejected.
12. **Opportunity to resolve** - WIEMANN respectfully request that they are provided with the opportunity of rectifying a faulty / missing component from original assembly before a cancellation / collection request is submitted and will bear all costs incurred.
13. **Photographs** – WIEMANN's delivery partners take photographs of completed installations showing both position of robe, alignment of doors and location of interior accessories. These photos can be used and visible to all parties (in accordance with the current GDPR legislation) for the purpose of investigating post assembly claims.
14. **Contractual agreements** – WIEMANN has in place with all our HDI partners a comprehensive agreement, including current GDPR legislation, relative to everything mentioned in this agreement to ensure accountability can be upheld.
15. **Amendments of T&Cs** - WIEMANN reserve the right to amend these terms and conditions. WIEMANN will notify 'The retailer' at the earliest opportunity of any amendments made. The latest most current version will be visible on the Portal.
16. **3<sup>rd</sup> party inspections** - WIEMANN will not be responsible for any costs you incur through a 3rd party inspection report or repair. WIEMANN are also not obliged to agree with any 3rd party findings.
17. **Costs and invoicing** – WIEMANN's standard HDI price list includes both the product and assembly cost. Invoices are dated the day of despatch from the factory and all payment terms are from this date as detailed on your order confirmation.

## Appendix A - HDI Order Requirements

This document details how WIEMANN has to receive an HDI order and the required and important details.

'The Retailer' transmits orders to WIEMANN via email to [uk-office@wiemann-online.com](mailto:uk-office@wiemann-online.com)

### MANDATORY REQUIREMENTS

HDI orders have to contain the following data to provide a smooth order processing:

**1. General information:**

- a. Retailer's purchase order reference
- b. Earliest date for delivery
- c. Full address & company details of purchasing retailer, in particular:
  - i. Invoice address
  - ii. VAT number

**2. End consumer data (address for furniture delivery)**

- a. (First name), family name
- b. House number, street
- c. Post code
- d. City, (county)
- e. Telephone number(s)
  - i. Mobile (preferred)
  - ii. Landline
- f. Email address

**3. Article description(s), in particular:**

- a. Model no. (indicating range & colour, 3 digits)
- b. Article no. (indicating exact article to order, 3 digits)

Although every effort will be made to identify non compatible accessories Wiemann cannot be held responsible for order errors in these cases.

Please check thoroughly the order confirmation that you will receive during the 48 hour period following receipt of the order

## Appendix B - HDI pre assembly advice

1. Delivery and assembly in Mainland UK only.
2. Monday to Friday service during normal working hours. A dated appointment will be made in advance.
3. Whilst making the appointment it is very important you advise our delivery partners of the following :
  - a. **Non-standard access** - do you live in a Flat or apartment which is above 2nd floor. Notify if there is access to a lift and is it large enough for the components of your furniture. Please advise if there is no lift available.
  - b. **Parking** - is there parking for the assembly team's van for the duration of the assembly. Any permits required for parking are the customer's responsibility and would need to be in place prior to their arrival. Please also advise our delivery partner if there are any restricted hours of parking due to local schools etc.
  - c. **Off-site parking** - if parking available away from the property, is there the ability to unload directly outside prior to parking elsewhere.
  - d. **Appointments / School drop off / pick up** - if on the day appointed you have commitments please advise our delivery partners so they can make note and arrange the schedule for the day accordingly.
4. Should you need to reschedule a confirmed appointment for any reason this must be done directly with the assembly team by 6pm three working days prior to the day (working days are Mon to Fri). Failure for the assembly to go ahead on the pre appointed date may result in the retailer passing on charges incurred.
5. Once the dated appointment has been made, our delivery partners will make contact with you before 10am on the day of delivery to confirm an estimated time window for arrival at your property. If you have been scheduled as first job of the day they will contact you the afternoon before. They will also keep you updated if they encounter delays which lead them not to meet the window given.
6. The assembly team will not enter the property unless there is a responsible adult present for the entire duration of their visit. The responsible person present must be able to instruct the assembly team of the exact placement of the furniture and any internal accessories purchased.
7. They are also unable to remove footwear for Health and Safety reasons. They carry shoe protectors. Please protect any carpeting or flooring to avoid potential soiling during the assembly. The team may ask you on the day if they feel an area requires covering before they commence.
8. The room in which the furniture is to be assembled must be clear of existing furniture for the assembly teams, along with the access to the room being free of obstacles. Be aware that spiral stairs or low ceiling heights can impede the delivery of larger components of the furniture.
9. Please allow 4 – 5 cm clearance in the height and width in the area where the wardrobe will be sited, to allow connection of top panels, side panels and rails for sliding wardrobes.



10. Your furniture is of freestanding nature and it is recommended that it is attached to the wall to enhance stability and sustainment of levelness. Unfortunately, the assembly teams are unable to perform this due to insurance reasons, however, they will leave the brackets and fixings for you.
11. If you require flush assembly to a wall then we recommend the following is prepared prior to the arrival of the assembly team.
  - a. Removal of skirting board
  - b. Removal of carpet gripper
  - c. Other items which can impede assembly are as follows and will need you to prepare or remove prior to assembly
    - i. Curtain poles
    - ii. Window sills
    - iii. Light switches and plug sockets
    - iv. Water / heating pipes.

With the products being freestanding they can be assembled prior to carpet being laid. WIEMANN does however, recommend that sliding door wardrobes are assembled once your carpet has been laid. Fitting carpet after can impede the moving parts at the bottom of the doors which will affect their smooth operation.

12. The assembly team will assess the area where you require the furniture, prior to assembly. If they feel that there will be a need for an excessive amount of packers to be used to gain a level assembly, they will discuss this with you and ask you to sign to agree before the commencement of the assembly.

Where the end consumer requires double hanging within a section of your wardrobe it is a mandatory requirement to fit on shelf above the lower hanging rail as part of the strength and structure of the wardrobe.
13. Products will only be assembled to manufacturer's specification any alterations would be your responsibility and will invalidate your guarantee. Therefore electrical sockets which may be covered will require an extension lead in place prior to assembly. Ensure the socket is switched on.
14. If you have ordered LED lighting for the furniture please ensure they can be plugged in within the vicinity of the furniture.
15. Once the assembly team have finished please ensure you are happy your products, the assembly and that the team have left your property clean and tidy. Ensure you note any feedback on the documentation and sign to confirm your satisfaction. The assembly team will make note of any defects and organise the replacement or rectification of these please ensure you agree with their findings. You are welcome to take a copy of the documents before they depart.
16. Our assembly teams take photographs of completed orders for our records and use with training. They will also photograph any service issues that need to be attended to.
17. Once the furniture has been assembled please do not attempt to move it without fully dismantling in line with the assembly instructions. Consult your retailer for advice as we take no responsibility for damage caused in this process.

18. **After care** - When using the furniture please try to evenly load your wardrobe. ie. Try not to put all heavy clothing (coats/jackets) in one end and lighter (shirts/blouses etc) in the other. This will have a significant effect on how the wardrobe settles on flooring and may result in door mis-alignment. Shelves and drawers should not be overloaded also. They are designed for clothing. Please do not use abrasive substances to clean your furniture. Silicon based polishes are also not a recommended.

## Appendix C – Cancellation & returns policy

### 1. This agreement comprises orders under the following requirements:

- a. Complete products only being in A1 saleable condition (wrapped and labelled originally).
- b. Cancellation submitted to the WIEMANN UK Office or WIEMANN Head office in Germany.
- c. Cancellations submitted to HDI partners or members of the sales force will not be accepted.
- d. All cancelled orders must have been purchased with a home delivery & installation service (HDI order).

### 2. Cancellation of orders prior to despatch from factory

Each order must go through a customs procedure and must therefore be declared to customs before the goods leave the factory (approx. 5 working days before the loading date). Once an order has been declared to customs, it can no longer be cancelled, as the truck load must be identical to the goods declared for the respective tour. This means that the HDI order must be shipped to the UK. Due to this Brexit procedure the following cancellation conditions apply:

- a. HDI Orders being cancelled 5 working days and more prior to despatch of goods (Loading Date on order tracking portal) will be cancelled free of charge.
- b. HDI Orders being cancelled less than 5 working days prior to despatch of goods (Loading Date) will be delivered either to the end consumer or to retailer's warehouse by our one of our HDI partners at no additional cost as long as warehouse address is within HDI partner postcode territory (see fig .1 in appendix). The order will be invoiced as stated in the order confirmation.

Please see the Wiemann Order Tracking system ("Portal") for information for despatch of goods (Loading Date). Alternatively, please contact the WIEMANN UK Office.

### **3. Cancellation of orders AFTER despatch of goods from factory and BEFORE despatch of goods from HDI hub**

- a. The HDI order is with the HDI Partner and has not been delivered to the end consumer yet
- b. HDI Orders being cancelled up to 3 working days prior to the book in date with the end consumer will be delivered to the retailer's warehouse at no additional cost as long as the point of destination is within HDI partner postcode territory. The order will be invoiced as stated in the order confirmation.
- c. HDI Orders being cancelled (or postponed) 2 working days or less prior to the book in date with the end consumers are subject to additional HDI charges (goods have been journey planned) and will be invoiced in addition to the original order.

Please see the Wiemann Order Tracking system ("Portal") for information regarding Book in Date. Alternatively, please contact the WIEMANN UK Office.

### **4. Cancellation of orders ON delivery ("on doorstep")**

HDI Orders being rejected upon delivery ("on the doorstep") will be returned to the HDI partner and delivered to the retailer's warehouse by the HDI partner being responsible for that area. The HDI order will be invoiced as per the order confirmation together with additional HDI charges for additional handling and delivery to the retailer.

### **5. Rejection of goods by the end consumer**

HDI orders being rejected by the end consumer will be handled as cancellations and will follow the procedures and fees as per this Cancellation & Returns Policy. The statements and obligations of the Customer-Rights-Act have no application to Wiemann and relate exclusively to the contractual relationship between the retailer and its end customer.

### **6. Cancellation of orders AFTER delivery (Returns from customers)**

Cancellations of HDI orders after delivery can unfortunately not be accepted. The processing of the order is the responsibility of the retailer. Any services for this type of order can be performed upon request for a fee.

## Appendix D – Supplementary Costs and prices

Full inspection and report	£75.00 GBP
Removal / collection of product/s from end consumers	price on application (relative to normal HDI costs)
Chargeable spare / replacement part	price on application
Chargeable spare part delivery and fitting	£75.00 GBP
Full order chargeable replacement	will be charged at full HDI costs