

RETURNS, CANCELLATIONS & REFUNDS POLICY

1. SCOPE OF THIS POLICY

Effective Date: 25 August 2026 Last Updated: 25 August 2026

This Policy applies to furniture purchased from Naifur Designs, including custom-made furniture, made-to-order furniture, ready-to-order furniture, furniture manufactured according to customer specifications, furniture modified according to customer requirements, and related delivery and installation services.

Different rules may apply depending on whether the furniture is custom-made, made-to-order or ready-to-order.

2. CUSTOM-MADE FURNITURE

Naifur Designs manufactures many products specifically according to individual customer requirements.

Customisation may include dimensions, fabric, colour, material, design, configuration, number of seats, cushion specifications, mechanisms, wood finish, special features and other customer-approved specifications.

Because custom-made furniture is produced specifically for a customer, a customer may not automatically return or cancel the order simply because they have changed their mind after production has commenced.

However, this does not affect any mandatory rights available to the customer under applicable Kenyan law.

3. CUSTOMER APPROVAL BEFORE PRODUCTION

Before production begins, the customer is responsible for reviewing and approving product design, measurements, fabric, colour, material, configuration, price, special requirements, delivery arrangements and other specifications.

The customer's approval may be recorded through a signed order form, WhatsApp, email, quotation approval, payment or another authorised communication.

Customers are strongly encouraged to ensure that all specifications are correct before approving production.

4. CANCELLATION BEFORE PRODUCTION

Where a customer requests cancellation before production has commenced, Naifur Designs will assess the cancellation request.

Where no material costs or production work have yet been incurred, Naifur Designs may approve the cancellation and refund applicable amounts in accordance with this Policy and applicable law.

However, where materials have already been purchased, specially ordered or otherwise committed specifically for the customer's order, reasonable costs already incurred may be deducted where legally permissible.

5. CANCELLATION AFTER PRODUCTION HAS COMMENCED

Once production has commenced, cancellation of a custom-made order may result in costs being incurred by Naifur Designs.

Depending on the circumstances, such costs may include materials purchased, fabric purchased, timber or boards purchased, foam, hardware, mechanisms, labour, production already completed, custom components, specially ordered materials, design or preparation costs and other reasonable costs directly attributable to the order.

Where legally permissible, Naifur Designs may deduct reasonable costs actually incurred before processing any refund.

6. CANCELLATION AFTER COMPLETION

Where custom-made furniture has been completed according to the customer's approved specifications, cancellation solely because the customer has changed their mind will generally not entitle the customer to a full refund.

Naifur Designs may consider a cancellation or alternative arrangement on a case-by-case basis.

Any refund will be subject to the nature of the order, whether the furniture can reasonably be resold, costs already incurred, the condition of the furniture, whether the furniture is customised and applicable Kenyan law.

7. CUSTOMER-REQUESTED CHANGES

Customers should notify Naifur Designs as soon as possible if they wish to change an order.

Changes may include fabric, colour, dimensions, design, configuration, number of seats, mechanisms, wood finish or other specifications.

Naifur Designs will determine whether the requested change is technically possible.

Additional charges may apply where the change requires new materials, additional labour, reproduction of components, disposal of materials already used, additional production time or other reasonable costs.

8. CHANGE-OF-MIND RETURNS

For custom-made furniture, a change of mind after production has commenced does not automatically create a right to return the furniture or receive a full refund.

This is because the furniture may have been manufactured specifically according to the customer's requirements and may not be readily resold.

Any legally applicable consumer rights remain unaffected.

9. READY-TO-ORDER OR STANDARD PRODUCTS

Where a product has not been customised and is a standard product offered by Naifur Designs, any return request will be assessed according to the condition of the furniture, whether it has been used, whether it has been damaged, whether it has been altered, whether it is still reasonably suitable for resale, the reason for the return and applicable Kenyan law.

Naifur Designs may require inspection before approving a return.

10. PRODUCTS WITH A MANUFACTURING DEFECT

Where furniture develops a genuine manufacturing or workmanship defect, the customer should contact Naifur Designs promptly.

The matter will be assessed under the Naifur Designs Warranty Policy.

Depending on the circumstances and applicable law, the remedy may include repair, replacement of a defective component, rectification, replacement of the furniture, refund or another legally appropriate remedy.

A manufacturing defect does not automatically mean that the entire furniture item must be replaced.

11. INCORRECT OR NON-CONFORMING PRODUCTS

If Naifur Designs supplies furniture that materially differs from the customer's approved specifications, the customer should notify Naifur Designs promptly.

Examples may include incorrect design, incorrect quantity, materially incorrect colour, incorrect dimensions, missing agreed components or other material differences from the confirmed order.

Naifur Designs will investigate the matter and, where the company is responsible for the non-conformity, provide an appropriate remedy subject to applicable law.

12. DELIVERY DAMAGE

Where furniture is damaged during delivery arranged by Naifur Designs, the customer should notify Naifur Designs as soon as reasonably possible.

The customer should provide photographs, videos where available, delivery information, order/invoice number and a description of the damage.

Naifur Designs may inspect the furniture before determining the appropriate remedy.

The remedy may include repair, replacement of the affected component, replacement of the furniture or another appropriate remedy depending on the circumstances and applicable law.

13. CUSTOMER-DAMAGED FURNITURE

A return or refund will generally not be available for damage caused by the customer or a third party after delivery.

This may include cuts, burns, stains, tears, impact damage, water damage, pet damage, improper cleaning, accidental damage, unauthorised modifications, unauthorised repairs or damage caused during customer relocation.

Such matters may instead be handled as a paid repair where reasonably possible.

14. NORMAL WEAR AND TEAR

Normal deterioration resulting from reasonable use does not automatically qualify for a return or refund.

Examples include cushion softening, minor foam compression, fabric wear, minor scratches, minor surface marks, natural changes in appearance, normal changes in firmness and other reasonable effects of ordinary use.

The applicable Warranty Policy should be consulted where the customer believes the issue is a manufacturing defect.

15. FABRIC, COLOUR AND MATERIAL VARIATIONS

Reasonable variations in materials do not automatically constitute grounds for return or refund.

Variations may occur due to lighting, photography, screen settings, fabric batches, natural timber characteristics, wood grain, material texture, manufacturing processes and natural material variation.

Where a customer has approved a physical sample or specification before production, that approved specification will form part of the order.

16. CUSTOMER-SUPPLIED MATERIALS

Where the customer supplies fabric, leather, fittings or other materials, Naifur Designs will generally not be responsible for inherent defects in those materials.

A refund or return relating solely to an inherent defect in customer-supplied material will therefore be assessed based on the circumstances and applicable law.

17. RETURN CONDITION

Where a return is approved, the furniture should generally be returned in a reasonable condition.

The customer should not modify the furniture, reupholster it, repair it without approval, remove structural components, damage the furniture or alter the product before returning it.

Unauthorised alterations may affect the customer's rights and any available refund or remedy, subject to applicable law.

18. RETURN TRANSPORTATION

Where Naifur Designs approves a return, responsibility for transportation will depend on the reason for the return.

Where the return is due to a confirmed manufacturing defect or material non-conformity attributable to Naifur Designs, the company will assess and, where appropriate, arrange or contribute to reasonable return transportation in accordance with applicable law.

Where the return is requested for a customer-related reason, the customer may be responsible for reasonable transportation costs.

19. REFUND ELIGIBILITY

Where a refund is due, the amount will depend on the circumstances.

The assessment may consider total amount paid, whether the order was custom-made, whether production commenced, materials already purchased, work already completed, whether the product was delivered, whether the product has been used, whether the customer caused damage, applicable warranty rights and applicable Kenyan law.

Where deductions are legally permissible, Naifur Designs will seek to ensure that they reasonably reflect costs actually incurred or other lawful charges.

20. REFUND METHOD

Where a refund is approved, Naifur Designs will generally refund the customer using the original payment method where reasonably practicable.

Where this is not reasonably practicable, Naifur Designs may agree another reasonable payment method with the customer.

The customer may be required to provide accurate payment details.

21. REFUND PROCESSING TIME

Refunds will be processed within a reasonable period after the refund has been approved, any required inspection has been completed, the furniture has been returned where applicable and required payment information has been confirmed.

The actual processing period may depend on the payment method or financial institution involved.

22. DEPOSITS

A deposit is a payment made toward an order and may be used to facilitate procurement and production.

A deposit does not automatically guarantee that the customer may cancel the order at any time and receive a full refund.

For custom-made furniture, the treatment of the deposit upon cancellation will depend on whether production has commenced, costs incurred, materials purchased, the terms of the quotation/order and applicable Kenyan law.

Naifur Designs will not use this clause to unlawfully deprive a customer of a refund or remedy required by law.

23. ORDERS DELAYED BY THE CUSTOMER

Where an order is delayed because of the customer, including failure to make payment, failure to approve specifications, failure to provide delivery information, failure to provide access, repeated postponement or failure to accept delivery, Naifur Designs may extend the delivery timeline.

Reasonable additional storage, handling, transportation or other costs may apply where permitted by law.

24. COMPLETED ORDERS NOT COLLECTED

Where furniture has been completed and the customer has been notified that it is ready for delivery or collection, the customer should make arrangements within the agreed period.

Where the customer fails to collect or receive the furniture for an extended period, Naifur Designs may apply reasonable storage charges after providing appropriate notice.

Continued failure to collect may result in additional handling or transportation costs.

Any further action regarding uncollected furniture will be taken subject to applicable Kenyan law.

25. EXCHANGE

An exchange may be considered where appropriate, particularly where the product has a confirmed manufacturing defect, the wrong product was supplied, the product materially fails to conform to the agreed specifications or another exchange is required or permitted by applicable law.

An exchange is not automatically available for a customer's change of mind regarding custom-made furniture.

26. REPAIRS INSTEAD OF REFUNDS

Where a furniture issue can reasonably be repaired, Naifur Designs may offer repair or rectification as the appropriate remedy where permitted by law.

A refund will not necessarily be the first remedy where a reasonable repair can resolve a genuine defect.

Mandatory consumer remedies under Kenyan law remain unaffected.

27. WARRANTY AND RETURNS

The Naifur Designs Warranty Policy governs qualifying manufacturing and workmanship defects.

This Returns & Refunds Policy governs cancellation and return requests but should not be interpreted as replacing or reducing applicable warranty rights.

Customers should retain quotation, invoice, receipt, order confirmation, Delivery Note and other proof of purchase.

28. HOW TO REQUEST A RETURN OR REFUND

Customers should contact Naifur Designs through:

Telephone / WhatsApp: 0791 374 385 / 0795 513 958

Website: www.naifurdesigns.com

The customer should provide full name, order or invoice number, date of purchase, product details, reason for the request, photographs or videos where relevant and any other information reasonably required to assess the request.

29. INSPECTION

Naifur Designs may inspect the furniture before approving a return, repair, replacement or refund.

Inspection may take place at the customer's premises, at the Naifur Designs showroom, at the workshop or through photographs or videos where physical inspection is unnecessary.

The customer should provide reasonable access where inspection is required.

30. FRAUDULENT OR ABUSIVE CLAIMS

Naifur Designs reserves the right to investigate suspected fraudulent, misleading or abusive return and refund claims.

Examples may include false claims of damage, deliberately caused damage, altered furniture, false payment information, false delivery information or repeated misuse of the return or warranty process.

Any action taken will remain subject to applicable Kenyan law.

31. THIRD-PARTY PRODUCTS

Where a product or component is supplied under a third-party manufacturer's warranty, Naifur Designs may assist the customer in pursuing the applicable manufacturer warranty where appropriate.

The applicable manufacturer's terms may determine the available remedy.

32. LIMITATION OF THIS POLICY

Nothing in this Policy excludes mandatory consumer rights, removes statutory remedies, excludes liability that cannot lawfully be excluded, prevents a customer from making a lawful complaint or prevents a customer from seeking a remedy available under Kenyan law.

Where any provision of this Policy conflicts with a mandatory legal requirement, the mandatory legal requirement will prevail.

33. DISPUTE RESOLUTION

Naifur Designs encourages customers to contact the company first where a return, cancellation or refund dispute arises.

Naifur Designs will make reasonable efforts to investigate genuine complaints and seek an appropriate resolution.

Where the matter cannot be resolved directly, the parties may consider appropriate alternative dispute-resolution mechanisms or other remedies available under Kenyan law.

34. GOVERNING LAW

This Policy shall be governed by and interpreted in accordance with the laws of the Republic of Kenya.

Any dispute shall be handled in accordance with applicable Kenyan law and the jurisdiction of the appropriate Kenyan courts or other legally available dispute-resolution forum.

35. CHANGES TO THIS POLICY

Naifur Designs may update this Policy from time to time to reflect changes in business operations, products, customer procedures or applicable law.

The version applicable to an order will generally be the version communicated or agreed at the time the order was confirmed, subject to applicable law

CONTACT INFORMATION

NAIFUR DESIGNS

Website: www.naifurdesigns.com

Telephone / WhatsApp: 0791 374 385 / 0795 513 958

Location: Along Bakhita Crescent Road, Githunguri, Nairobi, Kenya

For a return, cancellation or refund request, please clearly state:

"RETURN / REFUND REQUEST"

and provide your order or invoice number.

CUSTOMER ACKNOWLEDGEMENT

By placing an order with Naifur Designs, the customer acknowledges that they have been provided with or made aware of the applicable Returns, Cancellations & Refunds Policy, subject to all mandatory rights and protections available under Kenyan law.

Customer Name: _____

Order Number: _____

Signature: _____

Date: _____

Naifur Designs Representative: _____

Signature: _____

Date: _____

NAIFUR DESIGNS

Contemporary Furniture • Custom Made with Care

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