

NAIFUR DESIGNS

TERMS & CONDITIONS OF SALE



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

These Terms & Conditions of Sale ("Terms") govern the purchase of furniture and related services from Naifur Designs.

By placing an order, making a payment, approving a quotation/design, or otherwise confirming an order with Naifur Designs, the customer agrees to be bound by these Terms, subject to any mandatory rights and protections provided under applicable Kenyan law.

1. ABOUT NAIFUR DESIGNS

Naifur Designs is a furniture design, manufacturing and retail business providing custom-made and ready-to-order furniture.

Website: www.naifurdesigns.com

Telephone / WhatsApp: 0791 374 385 / 0795 513 958

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

2. DEFINITIONS

For purposes of these Terms:

"Customer" means the person or entity placing an order with Naifur Designs.

"Furniture" means any furniture product supplied or manufactured by Naifur Designs.

"Custom Furniture" means furniture manufactured or modified specifically according to a customer's measurements, design, specifications, colour, fabric, material, configuration or other requirements.

"Order" means a confirmed request by a customer to purchase furniture from Naifur Designs.

"Deposit" means the amount paid by the customer toward an order before the order is completed.

"Balance" means the outstanding amount payable after deducting payments already made.

"Delivery" means transportation of furniture to the agreed delivery location.

3. QUOTATIONS AND PRICES

All quotations issued by Naifur Designs are subject to the terms stated in the quotation.

Unless otherwise specified:

- A quotation is not a binding order until accepted and confirmed.
- Prices are quoted in Kenyan Shillings (KES).
- Prices may vary depending on specifications, materials, measurements and customisation.
- A quotation may have a stated validity period.
- Prices may change after the validity period expires.
- Additional customer-requested modifications may result in additional charges.

A customer should confirm the final specifications and price before production begins.

4. PLACING AN ORDER

An order may be confirmed through:

- Signed documentation
- Written confirmation
- WhatsApp
- Email
- Website
- Payment toward the order
- Another authorised Naifur Designs communication channel

Naifur Designs may require sufficient payment or other confirmation before commencing production. For custom-made

furniture, production will generally begin only after the relevant specifications have been confirmed.

5. CUSTOM-MADE FURNITURE

Many Naifur Designs products are manufactured specifically for individual customers.

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

Because custom furniture is manufactured specifically for the customer, it may not be suitable for resale to another customer in the same form. Customers are therefore encouraged to carefully confirm all specifications before production begins.

6. CUSTOMER APPROVAL OF SPECIFICATIONS

The customer is responsible for reviewing and approving measurements, design, fabric, colour, configuration, materials, accessories and other specifications.

Once the customer has approved the specifications and production has commenced, changes may not be possible without additional cost or delay. Where a customer requests a change after production has commenced, Naifur Designs will assess whether the change is technically possible and whether additional charges apply.

7. MEASUREMENTS

Where the customer provides measurements, the customer is responsible for ensuring that the measurements supplied are accurate.

Where Naifur Designs conducts the measurements, the measurements will be taken based on the information and access reasonably available at the time.

The customer should inform Naifur Designs of narrow entrances, staircases, lifts, low ceilings, restricted access, gates, walls and other obstacles that may affect delivery or installation.

Naifur Designs will not be responsible for access problems caused by information that was not disclosed or reasonably available to us.

8. DEPOSITS AND PAYMENTS

The payment structure will be stated in the applicable quotation, invoice or order confirmation.

For custom-made furniture, Naifur Designs may require a deposit before production begins.

The deposit may be used to cover materials, labour, production costs, fabric, wood, hardware, mechanisms and other costs associated with fulfilling the order.

The customer must pay the remaining balance in accordance with the agreed payment terms. Unless otherwise agreed in writing, the balance is payable before or upon delivery, as specified in the order.

9. PRODUCTION COMMENCEMENT

Naifur Designs may commence production once: (1) the order has been confirmed; (2) the required deposit or payment has been received; and (3) the relevant specifications have been approved.

Once production has commenced, cancellation or substantial modification of a custom order may result in costs being incurred by the customer, subject to applicable Kenyan law.

10. CUSTOMER REQUESTS AFTER PRODUCTION BEGINS

A customer may request changes after production begins. Naifur Designs will determine whether the requested change is technically possible, economically practical, likely to delay completion and subject to an additional charge.

The customer will be responsible for approved additional costs arising from requested changes. Where a change requires

already-produced components or materials to be discarded, additional charges may apply.

11. PRODUCTION TIME

Naifur Designs will provide an estimated production or completion period where reasonably possible.

Production periods are estimates and may be affected by customisation, material availability, supplier delays, workload, design changes, customer approvals, payment delays, unforeseen manufacturing issues, transport/logistical difficulties and events beyond Naifur Designs' reasonable control.

Naifur Designs will make reasonable efforts to keep customers informed of significant delays. An estimated completion date is not automatically a guaranteed delivery date unless expressly agreed in writing.

12. MATERIAL AND COLOUR VARIATIONS

Furniture materials may naturally vary. Reasonable variations may occur in fabric shade, fabric texture, wood grain, wood colour, stitching, foam firmness, surface finish and natural timber characteristics.

Photographs displayed online or on social-media platforms may also appear different depending on lighting, camera settings and screen settings.

A reasonable variation from an online photograph, fabric sample or previous product does not automatically constitute a defect.

13. DELIVERY

Delivery arrangements, charges and timing will be communicated to the customer before delivery where reasonably practicable.

Where Naifur Designs is responsible for arranging delivery, we will use reasonable care in coordinating transportation.

The customer is responsible for ensuring that the agreed delivery location is reasonably accessible and should disclose relevant access limitations before delivery.

14. DELIVERY ACCESS

The customer must ensure reasonable access to the delivery location, including gates, doors, corridors, staircases, lifts, parking areas, building management requirements and security restrictions where applicable.

Where furniture cannot reasonably be delivered because of access restrictions that were not disclosed, the customer may be responsible for reasonable additional costs incurred, including additional transport, labour, waiting time, re-delivery, storage or special equipment.

15. CUSTOMER AVAILABILITY FOR DELIVERY

Customers should ensure that they or an authorised representative is available to receive the furniture at the agreed delivery time.

If delivery cannot be completed because the customer is unavailable, the premises are inaccessible, the customer refuses delivery without a valid reason, required access arrangements have not been made, or the customer requests postponement, additional delivery or storage charges may apply where reasonably incurred.

16. INSPECTION UPON DELIVERY

Customers should inspect furniture upon delivery. Where reasonably practicable, the customer should immediately notify Naifur Designs of visible damage, missing components, incorrect items, significant defects or delivery-related damage. Customers are encouraged to photograph any visible issue.

A customer's failure to identify an issue immediately does not necessarily prevent a valid claim concerning a concealed manufacturing defect.

17. DELIVERY DAMAGE

Where Naifur Designs arranges delivery, the company will assess claims concerning damage allegedly caused during delivery. The customer should provide photographs, videos and other relevant information where possible.

Naifur Designs may inspect the furniture before determining responsibility and the appropriate remedy. The applicable remedy will depend on the nature and extent of the damage and applicable law.

18. INSTALLATION

Where installation is included in the order, Naifur Designs will perform the agreed installation services. Installation may be affected by site access, wall condition, floor condition, electrical or plumbing infrastructure, structural limitations, customer-requested changes and other conditions outside Naifur Designs' reasonable control.

The customer is responsible for informing Naifur Designs of relevant site conditions before installation.

19. STORAGE OF COMPLETED ORDERS

Where furniture has been completed and is ready for delivery or collection, the customer should arrange collection or delivery within the agreed period.

If the customer delays collection or delivery for an extended period after the furniture is ready, Naifur Designs may charge reasonable storage fees after providing appropriate notice. The applicable storage charge and commencement date will be communicated to the customer where reasonably practicable.

The customer may also be responsible for reasonable additional handling or re-delivery costs arising from prolonged delay.

20. CUSTOMER DELAYS

Delays caused by the customer may include failure to make required payments, failure to approve specifications, failure to provide measurements, failure to provide delivery information, failure to provide access, failure to accept delivery, repeated postponement or failure to respond to reasonable communication.

Where customer-caused delays occur, the agreed production or delivery timeline may be extended. Reasonable additional costs caused by the delay may be charged to the customer where permitted by law.

21. CANCELLATION OF ORDERS

Customers should contact Naifur Designs as soon as possible if they wish to cancel an order.

For custom-made furniture, cancellation after production has commenced may result in costs because materials and labour may already have been committed specifically to the order.

Naifur Designs may deduct or retain amounts reasonably attributable to materials already purchased, labour already undertaken, production already completed, custom components, specially ordered materials and other reasonably incurred costs. Any refund will remain subject to applicable Kenyan consumer law.

22. REFUNDS

Refund requests will be assessed according to the nature of the order, whether the furniture is custom-made, whether production has commenced, whether the furniture has been delivered, the reason for the refund request, the customer's contractual rights and applicable Kenyan law.

Where a refund is legally or contractually due, Naifur Designs will process it using a reasonable payment method. Refunds may take reasonable processing time depending on the payment method used.

23. DEFECTIVE OR NON-CONFORMING PRODUCTS

Where a customer believes that furniture has a manufacturing defect or does not conform to the agreed specifications, the customer should contact Naifur Designs promptly.

Naifur Designs may inspect the furniture before determining the appropriate remedy. Depending on the circumstances, the remedy may include repair, replacement of a component, rectification, replacement of the furniture, refund or another

remedy required or permitted by applicable law.

24. WARRANTY

Furniture purchased from Naifur Designs may be covered by the Naifur Designs Warranty Policy.

The Warranty Policy forms part of the contractual documentation applicable to the relevant purchase, subject to mandatory statutory rights.

Customers should review the Warranty Policy for details concerning warranty periods, covered defects, exclusions, claim procedures, inspection, repairs and replacement.

Nothing in these Terms is intended to unlawfully exclude statutory consumer protections.

25. NORMAL WEAR AND TEAR

Furniture naturally changes with use. Normal wear may include cushion softening, minor foam compression, fabric wear, minor scratches, minor surface marks, natural changes in colour and normal changes resulting from regular use.

Normal wear and tear is not automatically a manufacturing defect.

26. CUSTOMER CARE AND USE

Customers are expected to use furniture responsibly and according to its intended purpose.

Damage may not be covered where caused by misuse, excessive weight, standing or jumping on furniture, sitting on unsupported areas, improper cleaning, harsh chemicals, accidental damage, pets, burns, cuts, water damage, unauthorised repairs, unauthorised modifications or improper relocation.

Further details are contained in the Naifur Designs Warranty Policy.

27. THIRD-PARTY MATERIALS

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

Where appropriate, Naifur Designs may notify the customer of concerns regarding customer-supplied materials before production.

28. CUSTOMER PROPERTY

Customers should not leave valuable personal property with furniture supplied to Naifur Designs unless specifically agreed.

Naifur Designs will take reasonable care of customer property that it has expressly accepted for a particular purpose.

29. PHOTOGRAPHS AND MARKETING

Naifur Designs may photograph completed furniture for quality-control, documentation and portfolio purposes.

Where a photograph identifies a customer or contains identifiable private information, Naifur Designs will handle the information in accordance with its Privacy & Data Protection Policy and applicable law.

Separate permission may be sought where required for identifiable customer photographs, testimonials or other marketing content.

30. PERSONAL DATA

Naifur Designs may collect and process customer personal information for purposes including processing orders, communication, delivery, payments, warranty administration, customer support, legal compliance, security and other legitimate business purposes.

Personal information will be handled in accordance with the Naifur Designs Privacy & Data Protection Policy.

31. FORCE MAJEURE

Naifur Designs will not be responsible for delays or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemics or pandemics, war, civil unrest, government restrictions, strikes, major transport disruptions, supplier failures, significant shortages of materials, power or infrastructure failures and other circumstances beyond reasonable control.

Where such an event occurs, Naifur Designs will take reasonable steps to minimise its effect and resume performance as soon as reasonably practicable.

32. LIMITATION OF LIABILITY

Nothing in these Terms is intended to exclude or limit liability or consumer rights that cannot lawfully be excluded or limited under Kenyan law.

Subject to applicable law, Naifur Designs' liability will be assessed having regard to the nature of the product, the nature of the loss, the circumstances giving rise to the claim, applicable contractual terms, mandatory consumer protections and other applicable legal requirements.

Naifur Designs will not be responsible for losses caused solely by the customer's misuse, negligence, unauthorised modification or failure to follow reasonable care instructions, to the extent permitted by law.

33. DISPUTE RESOLUTION

Naifur Designs encourages customers to contact the company first where a dispute arises. The company will make reasonable efforts to investigate and resolve genuine complaints promptly.

Where a dispute cannot be resolved through direct communication, the parties may consider appropriate alternative dispute-resolution mechanisms before commencing formal proceedings, where appropriate.

Nothing in these Terms prevents a customer from exercising any statutory rights or remedies available under Kenyan law.

34. GOVERNING LAW

These Terms 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 THESE TERMS

Naifur Designs may update these Terms from time to time.

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

Changes to these Terms will not retrospectively remove rights that a customer has already acquired under applicable law or an existing agreement.

36. ENTIRE AGREEMENT

The customer's order may consist of several documents, including quotation, invoice, order confirmation, approved design/specification, Warranty Policy, delivery terms and these Terms & Conditions.

Where these documents apply to the same transaction, they should be read together.

If there is a conflict between documents, the specific terms expressly agreed for the particular order will generally take precedence, subject to mandatory provisions of Kenyan law.

37. CUSTOMER RESPONSIBILITY TO REVIEW

Customers are encouraged to carefully review product specifications, measurements, fabric, colour, design, price, payment schedule, delivery arrangements and warranty terms before confirming an order.

By confirming an order, the customer confirms that they have had a reasonable opportunity to review the applicable order details and terms.

38. CONTACT INFORMATION

For enquiries, orders, complaints or contractual matters:

NAIFUR DESIGNS

Website: www.naifurdesigns.com

Telephone / WhatsApp: 0791 374 385 / 0795 513 958

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

CUSTOMER ACKNOWLEDGEMENT

By confirming an order with Naifur Designs, the customer acknowledges that they have been provided with or made aware of the applicable Terms & Conditions of Sale and agrees to the terms applicable to the transaction, subject to all mandatory rights and protections available under Kenyan law.

NAIFUR DESIGNS

Contemporary furniture. Custom-made with care.

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