

GENERAL SALES TERMS & CONDITIONS

Your order is accepted subject to our conditions of sale current as at the date of the order. Any queries please contact us on mail@tiagodafonseca.com

The words "We", "Us", "Our" and "Ourselves" refers to TIAGO DA FONSECA; "You" and "Your" refer to the Client/Consumer/Buyer/Purchaser/Other Party; "UK" refers to United Kingdom; "PT" refers to Portugal; "EU" refers to European Union.

These General Terms & Conditions exclusively apply to any and all offers, Agreements, sale and deliveries of products by TIAGO DA FONSECA. We clearly reject the applicability of any other terms, and the Client explicitly acknowledges and accepts that any other terms & conditions are not applicable.

We retain the right to amend the General Terms & Conditions unilaterally. Any amendments to the General Terms & Conditions will be published on our website.

Prices and Payments

- We are entitled to adjust the purchase price after confirmation of a purchase order if the prices for resources, wages, import duties, taxes or other external costs (including currency variations) have risen. We will inform the Client by e-mail as soon as possible of such adjustment.
- The prices for the products offered via our website/us are in GB Pounds and are excluding costs of handling and dispatch, applicable taxes or other duties, unless otherwise notified or agreed by us.
- We take payment through PayPal. Your order may be governed by further payment/ordering conditions (please visit www.paypal.com for further information).

Deliver

- The term of delivery starts after payment of the purchase order has been received by us, unless Parties have agreed otherwise.
- The Client carries full responsibility for providing us with the correct details in order to enter into the Agreement.
- The date for delivery given by us is provided as an indication and shall never constitute a fixed or fatal deadline. Should a date for delivery be exceeded, this shall not give the Client the right to claim compensation from us.
- Unless stated, please allow up to 5 working days for deliveries to an UK or PT address. We are also able to arrange delivery of goods to other EU countries and international address and will always seek to use the most cost/quality effective service. Such delivery costs will be agreed with the customer in advance.
- Should delivery be delayed by us either because a product is temporarily out of stock, or should it not be possible to execute all or part of the Agreement, the Client shall be notified of this no later than 3 weeks after payment of the purchase. The Client shall in such a case have the right to cancel the order without incurring costs.
- If a delivery is rejected by a Client the costs arising from this rejection can be charged to the Client as well as the damages suffered by us.

Returns

- If the Client is not entirely happy with the purchase you may return it to us within 10 days of receipt for an exchange or refund. All goods returned must be as new (including package) and the responsibility for the return delivery costs lie with the Client. Upon return the goods will be inspected and a refund made within 30 days.
- Delivered products can only be returned after prior written consent and according to the instructions given by us with regard to the manner of returning the product(s).

Damaged goods/ Transit Damage

- Any discrepancy or damage must be notified to the carrier and ourselves in writing 3 days of receipt of goods otherwise claims cannot be entertained.
- Any claim for damaged or defective goods can only be entertained if the goods are returned to us in their original packaging (or similar suitable packaging) to ensure sufficient and effective protection.

Defective products and complaints

- Our products comply with the demands and functionalities that can realistically be set for such products if used in the regular manner and for the purposes intended for. Certain products may be subject to minor deviations in shape/colour, this depends on the material from which the products are manufactured. All information and photos with regard to the colours, materials, sizes and details of the products are to be considered as an indication of such product. Minor deviations of these aspects cannot be a cause for return of the product, dissolution of the Agreement or price reductions. If applicable, the terms and conditions for warranties from manufacturers apply to the delivered products.
- Upon delivery, the Client is obliged to check whether the products comply with the Agreement. Should this not be the case, the Client shall notify us in writing within a period of 2 weeks after delivery.

Retention of title

- All products supplied remain the property of TIAGO DA FONSECA until the Client has complied fully with all obligations.
- All products supplied by us shall be at risk of the Client as soon as they are delivered to the Clients' premises.

Resellers and retailers

- We reserve the right to refuse terms to any Client who we deem to be reselling or retailing our products through unapproved channels (including third party retail or wholesale companies, shops, galleries and websites) that have not been authorised by us.