

# LUIS CARVALHO

## - TERMS AND CONDITIONS -

### ONLINE RETAILING/MAIL ORDER

By using our online store, placing an order for products you confirm your agreement to these terms and conditions. Please read below.

### CONDITIONS

1. Any order for products placed by customers through our online store will be subject to these terms and conditions.
2. All other terms and conditions expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
3. Nothing in these terms and conditions shall affect the statutory rights of any consumer.

### ORDERS

4. All orders for products shall be deemed to be an offer by the customer to purchase products pursuant to these terms and conditions.
5. The customer shall be responsible for ensuring the accuracy of the details provided on the order form and we will not be obliged to accept an order unless all details requested have been entered correctly and you are 16 or over.

6. No order submitted by the customer shall be deemed to be accepted by us unless and until we confirm acceptance of your order. The order will be processed once payment for the order is received. All orders are subject to availability.

7. We are entitled to refuse any order placed by you.

8. We reserve the right to inform the buyer, within the next 72 hours after receiving an order, about the unavailability of any item. The cost of the unavailable product will be deducted from the statement of account of the card user.

## PRODUCTS

8. The products may differ slightly from the images shown on the website. This may be caused by your display settings on your computer/device. Sizes and measurements are approximate only.

9. The buyer is entitled to return the product within 15 working days from the date of delivery, if the product is not acceptable to you, receiving another product or a full refund within our shipping deadlines.

## PRICE AND PAYMENT

10. The price of the products will be the price quoted on the website at the date the order is received and will include VAT. The shipping fees are calculated automatically according to the buyer's address.

11. In the unlikely event of there being such an increase in the price of the products, the customer shall be entitled to cancel the order at any time before delivery.

## PAYMENT

12. When we provide any products to the customer under these terms and conditions, payment will be charged to the credit card account provided by you on the website order form.

13. By placing an order you, the customer, consent to payment being charged to your credit/debit card as provided.

14. Title to the products will pass to the customer on payment in full of the price of the products.

15. We will issue you with an electronic receipt to your email address once the transaction is completed and will send you a further e-mail and tracking number once the products have been dispatched.

## WEBSITE

18. We will attempt to ensure that the information available on the website at any time is accurate. However, we will not be held liable for any errors or omissions. We will use all reasonable endeavors to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.

19. All drawings, photographs, descriptive matter and specifications on the website are for the sole purpose of giving an approximate description of the products

20. We may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict access to parts or all of the website without notice or liability

## INTELLECTUAL PROPERTY RIGHT AND RIGHT TO USE

21. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are not permitted to use this material unless expressly authorized by us or our licensors.

22. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose.

23. Any use of the material and content of the Website is strictly prohibited. You agree not to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

#### GENERAL

24. We may change, alter, adapt, add or remove portions of these terms and conditions but if we do so we will post any such changes on the website.

29. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

30. Portuguese law will apply to this Agreement.