



Terms and Conditions

at Home Living Ceramics' online store

1. Ownership of Home Living Ceramics

The brand Home Living Ceramics by Jomazé | Arfai is owned by the companies Jomazé Ltd, VAT number 501 052 003, located in Rua das Barrias, nº 60, 2460-455 – Póvoa, Cós, Portugal and by Arfai – Indústria de Faianças Ltd, VAT no 503 555 681 located in Rua do Depósito de Água, 2460-619, Aljubarrota, Portugal, both constituting and hereinafter referred to as the “seller entity” of this present terms and conditions.

2. Customer Service

For additional information or customer support, the buyer may contact the seller entity via email to info@homelivingceramics.com or via the phone number +351 262 505 290.

3. Object and Aim of Application

The present Terms and Conditions govern the process of buying and selling of Home Living Ceramics products, available in the online shop at www.homelivingceramics.com, between the final consumer that acquires the product, hereinafter referred to as the “buyer”, and the seller entity above mentioned (clause 1).

The purchase of any product available by the buyer via online shop implies fully approval of the hereby mentioned terms and conditions.

4. Order Placement

To acquire one of the available products, the buyer must follow the steps indicated in the online platform. Select the product, add to bag, finishing order, introducing

Before buying at www.homelivingceramics.com, you should read the present Terms and Conditions.

requested information and, finally, proceed with the payment using one of the payment methods indicates in clause 5.

The order is considered placed, once the payment is confirmed by the seller entity. In that moment, the buyer is notified of the order placement and of the shipment preparation.

Please note that all the available products are presented in pictures, merely illustrative of the products. The seller entity is not responsible for possible differences as long as colour is concerned, once these changes may be related with the screen settings in use. Buyer is advised to read the details describing each item for more specific and complete information.

5. Prices, Payment Methods and Shipment

Prices are indicated in Euro along with each product in the online shop and include VAT in place at the time of acquisition. Presented price does not include shipment costs and/or other possible charges or fees, such as customs clearance fees in certain international shipments.

Shipment costs are responsibility of the buyer and are automatically calculated during purchasing and presented discriminately before the final confirmation and payment. For payment there are three methods available – bank transfer, credit card and PAYPAL. Dispatch will consider details introduced by the buyer and it will only happen after payment receipt confirmation.

Delivery timeframe is set depending on the indicated destination and on the timeframes indicated by the distribution agents. Possible delays happening after the despatch are not responsibility of the seller entity.

The seller entity reserves itself the right of, exceptionally, in the event of some unforeseen, to hold back the product expedition up to 5 working days, after the payment is done and received, compromising itself to keep the buyer informed of the situation.

Home Living Ceramics products are shipped in its packaging, MASTER box of double wall carton and finally accommodated in a MOB (MAIL ORDER BOX). Packaging method was submitted to a Drop Test, testifying the good shipment conditions to any worldwide destiny. The seller entity is therefore not responsible for eventual damages caused by third parties after despatch.

However, in the event the buyer receives the box damaged, evoking doubts about the good conditions of its interior, he/she should, within the twelve following hours, confirm if the interior is OK. If it is not, he/she should take picture of the packaging inner and outer parts, sending them via email to info@homelivingceramics.com. This contact will allow the seller entity to report this situation to the company responsible for the shipping.

6. Changes and/or Order Cancellation

The buyer may cancel the order or change any inserted information when order was made, having to inform immediately the seller entity via info@homelivingceramics.com or via phone (+351 262 505 291) no later than 12:00 am (WET) of the working day following the order confirmation receipt.

Order is considered cancelled when the buyer is notified by the seller entity via email confirming the refereed cancellation.

The seller entity reserves itself the right of equally cancel and/or refuses one order, being exempted from liability by any costs or damages, **only being obliged to return the amount eventually received from the buyer.**

7. Exchange and Refund

The buyer has the right to exchange or return the product acquired up to 14 days following the products reception, being the buyer responsible for the payment of all delivery charges for returned goods for whatever reason.

The seller entity will only pay these delivery charges only when the product presents imperfections (excluding products specifications in clause 10).

In the event of the product is delivered broken, when the seller entity confirms that the fact happened due to third party responsibility – namely, the transportation agent - it may discretionary and fully unilaterally (not being the present clause any prior obligation to), proceed to the exchange of the product by other equivalent or with the same value.

8. Security and privacy policy

The seller entity reserves the right to create and manage one or more databases containing names, details and other information's buyers. Buyers, or any other person, that have provided the seller entity with personal information have the legal right to access and to modify any information that concerns them. In the event that individuals

or companies wish to be deleted from the database, they simply must send their request by e-mail. The seller entity shall not disclose this information to a third party without the individual's or companies express consent.

Payment method provided by the seller entity use highly secure and encrypted tools that are publicly recognized, ensuring complete safety for the payment.

10. Product Specifications

The seller entity rejects all responsibilities in case of:

- a) Enamel spots, due to the characteristics of the glaze.
- b) Waterproof resistance;
- c) Chemical reactions caused by reactive glazes.
- d) Colour uniformity in the bottom of the pieces– In pieces decorated with precious metals as gold and copper, the application of these metals in the piece's bottom is made less uniformly and so more susceptible of presenting less homogeneity.

11. Territoriality and Lawsuits

Sales are considered as finalized in Portugal. They are thus subject to Portuguese Law. All disputes should be handled by Portuguese courts or any other courts designated by the seller.