

Terms and Conditions of Smink Things

General

These terms & conditions also cover our catalogue(s), emails and any other associated promotional activity.

Orders

When you place an order with us it will be deemed that you have read, understood and agreed to these Terms & Conditions. If you are unhappy with any part of these terms and conditions, you should contact us before placing an order with us either by phone or by emailing hello@sminkthings.com or by post at the address given below.

By placing an order through our website you are making an offer to Smink Things to purchase the goods outlined in your order upon the terms described in your order.

When you place an order, we will require your name, email address, phone and address details. This information is required in order to process your request or inform you of acceptance of our order. A contact phone number is needed so that we can get in touch if there is a problem with your order. We provide our couriers with your contact phone number in case they need to reach you to arrange the delivery of your order.

After placing an order online, we will provide you with confirmation that your order has been received but this is not a confirmation that your offer to buy the items has been accepted. Our contract for the sale of our products will only exist once an order has been accepted, processed and dispatched to you.

Please note that we will not be able to meet any obligations as a result of the following reasons:

- If the product you ordered is out of stock.
- We are unable to authorize your payment.
- If it is identified that there is a product description or pricing error.
- If customers do not reach any order criteria outlined in the Terms & Conditions.
- If our delivery companies are temporarily unable to deliver due to exceptional conditions that are beyond our control including hazardous weather, accidents or when goods are held up at customs.

Should there be an issue with your order, we will contact you either by phone or email. If we have issues authorizing payment we will contact you via email or phone and you will have 48hours to respond. Failure to do so will result in your order being cancelled.

Smink Things reserve the right to reject any offer of purchase by you at any point. Please note that whilst we will make every effort and reasonable care to keep your order details and payment secure, we cannot be responsible for any loss you may suffer if a third party procures unauthorized access to any information that you supply when accessing or ordering from the Smink Things website.

International Delivery is available. Delivery is charged in accordance with the size and destination address of the order as per the delivery cost at the time of order. Please ensure that you check all items on receipt, as faulty or damaged items must be reported within five working days of receiving the parcel.

Website and Catalogue Product Pricing & Descriptions

Every product bought is sold subject to its product description which outlines any further specific conditions that relate to that product including, without restriction, terms and conditions that regarding approximate delivery dates/times, warranties, after-sales support and guarantees.

We undertake all reasonable care to ensure that all the details, prices and descriptions of products in our catalogues and on our website are accurate at the time when they are either entered onto our system or printed. Whilst we endeavor to keep the website as up-to-date and accurate as is possible, there may be very rare occasions when the information on the website (including product descriptions) at a certain time may not reflect the position exactly at the point an order is placed. We do not give any warranty as to the accuracy or completeness of the information and cannot be responsible for any errors or omissions or for the results arising from the use of such information. Please note that we are unable to confirm the price of a product until your order is accepted in line with our order acceptance conditions. We take every care to ensure that the description and specification of our products are correct at the time of going to press. However, specifications and descriptions of products on this website and in the catalogue are solely to provide an approximate idea of the goods they describe and do not form part of the contract between you and us and are not intended to be binding. Furthermore, while the colour reproduction of the products is a close representation, we cannot accept any responsibility for any variation in colour caused by the browser software or computer system used to view the products.

Tiles are referred to its nominal size, not its actual size. Due to the handcrafted nature of our products, dimensions are approximate and may be subject to a degree of inaccuracy. The number of tiles supplied per square meter is approximate and depends upon the suggested grout joint. A possible variation in shades is considered as a particularity of such products. Tiles may exhibit variations from samples and within a shipped lot.

Prices, Delivery, Risk & Payment

The prices given in our offers and confirmations of order are ex warehouse, exclusive of VAT or import duties. All the prices given by us in our offers and confirmations of order are based on the purchase prices applying for us at the time of these offers or confirmations, the exchange rate of the relevant foreign currency as stated in our offers and confirmations of order, import duties and equivalent levies, insurance rates, freight charges, taxes, margin arrangements, etc. In the event of a change in one or more of the aforementioned or other cost-determining factors, we are entitled to pass on these changes to the customer in the relevant sales invoice.

Unless otherwise expressly agreed in writing, an agreed delivery date is not a deadline, but is simply by approximation and is otherwise entirely without obligation.

The goods to be supplied by us are at the risk of the customer from the moment at which the goods leave our warehouses or, on the event of supply through third parties, have left the plants or warehouses of those third parties.

The ownership of goods supplied by us passes to the customer as soon as it has paid us everything that is owed to us in respect of the supply of these goods (including interest and costs).

Payment of the amounts owed to us must be made without offsetting or suspension and without deduction of costs.

Faulty Goods

Goods are faulty if they are received damaged or where a manufacturing fault occurs within 30 days of purchase; however this does not include the results of normal wear and tear.

Sale Price Adjustment Policy

We are unable to offer a price adjustment on items originally purchased in a sale or on any special promotion items that are temporarily reduced in price. Once an item has been purchased at a discounted sale price, no price adjustment will be offered should the item be further marked down.

Contract Cancellation

If you are not happy with products you have chosen and received, you are entitled to cancel this contract if you so wish under the Distance Selling Regulations (article 7:46a Dutch Civil Code) , provided you exercise your right no longer than fourteen days after the day on which you receive the products and excluding made to order/personalized items. Please note however that we pride ourselves on our commitment to the highest levels of customer service and will consider every situation on a case by case basis, subject to the situation, after this period.

Should you wish to cancel your order prior to dispatch (or prior to production for made to order products) please contact our team on hello@sminkthings.com. Alternatively, you can inform us by posting the notice to our post address. Please note that there may be occasions when a cancellation request is received after an order has been processed and dispatched. Where possible we would ask that you return the items with the original packaging. Please note that, with the exception of faulty items or goods damaged in transit, we are not responsible for return postage. Where goods are delivered to a third party you will need to be able to return the goods you ordered to us to be able to exercise this right.

Items Not Received or Damaged

If you contact us to say that you have not received your order we will require you to sign a non receipt form before we can resend your order. This can be sent via email or by the post and must be received back within 7 days.

In the unlikely event that a parcel arrives damaged or faulty please contact us immediately. After 5 working days we cannot accept any claims. In case of claim the buyer should put the disputed material at Smink Things 's disposal for any defect checking. No claim will be accepted once the material has been installed. Damage caused by inappropriate installation, accident, misuse or improper maintenance is not covered by Smink Things products warranty. Variations in colour, shade, tonality, white patches, texture and crazing are inherent characteristic of Smink Things tiles and are not defects. Variations in facial dimensions and thickness will be allowed as per handcrafted products standards. Although Smink Things provides Installation and Maintenance guidelines, its liability is strictly limited to the supply of products.

If you wish to return an item, we need to receive it back within fourteen days of receipt for a refund or exchange. Personalized products and products made to order can not be returned.

We ask that you please return the items where possible with their original packaging. This does not affect your statutory rights. As the goods are your responsibility until they reach our warehouse please ensure you package your return to prevent any damage to the items or boxes.

With the exception of faulty and damaged goods we are not responsible for the return postage and do advise that you obtain a certificate of postage in case the parcel fails to reach us.

If an item is returned to us outside of the fourteen day time frame or is in a non re saleable condition a credit note will be issued at the discretion of Smink Things.

If you wish to cancel your order and return it to us, under the Distance Selling Regulations, you must let us know within fourteen working days of receiving your parcel. This can be done via email at hello@sminkthings.com. You will then need to return the whole order to us, at your own expense, if you have already received it. Once we receive the whole order back we will issue a full refund including the original delivery charge paid. Please note this does not apply to the personalized items which cannot be returned unless faulty or damaged.

Returning Items

Please see above for information on our Returns Policy. With the exception of faulty items or goods damaged in transit, please note that we are not responsible for return postage.

Promotions

Please note that only one promotional offer can be used at any one time and any Promotion Codes are not valid during Sale Periods or on items in our Sale Room.

All promotional codes remain the property of Smink Things and we reserve the right to stop or remove a promotion at any time without prior warning. Although we will instruct affiliate windows to remove offers or promotions from their sites when they are no longer valid we can not be responsible for the failure to do so.

Disclaimer & Limitations of Liability

Smink Things does not look to exclude or limit liability for personal serious injury or death arising from its negligence or that of its employees, agents, members or directors or for any misrepresentation that is fraudulent.

To the utmost extent allowed by law and save as provided above, neither Smink Things nor any linked company shall be liable to you by reason of any representation, or any implied condition, guarantee, or other term, or any duty at law, or under the express terms of the contract, or in negligence (whether on the part of Smink Things or any of its employees, agents, members or directors, third parties or otherwise) for any indirect special or resultant loss or damage (including but not limited to loss of profit or loss of saving), expenses, costs, or other claims for compensation whatsoever which arise out of or in connection with the use of the Smink Things website, the supply of the products or their use of resale by you, unless this damage is the consequence of intent or gross negligence by us or a third party which is engaged by us.

The complete liability of Smink Things under or in connection with any contract for any products to which these conditions apply shall not exceed the price of the products, according the invoice, except as expressly provided in these conditions.

Smink Things will not be liable to you or be deemed to be in breach of these terms and conditions or any other contract with you by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the products ordered by you if the delay or failure was due to any cause beyond its reasonable control.

You shall indemnify us from any claim of third parties.

Defects that are the consequence of improper use, defective maintenance or use for other than normal business purposes or inappropriate use are not covered by the warranty.

Whilst we try and do everything reasonable to try and keep the information on this website up-to-date and correct, Smink Things do not give any warranty to its completeness or correctness and Smink Things cannot be held responsible for any omissions, errors or for any resulting implications from the use of this information.

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Copying, printing (solely one copy) or downloading extracts of the content of the website for the sole purpose of using the website in good faith for placing an order with Smink Things or for non-commercial purposes.

Smink Things may assign or transfer any of its rights or sub contract any of its obligations under these terms and conditions to any third party. You may not assign or transfer any of your rights or sub contract any of your obligations under these terms and conditions except with the specific written permission of Smink Things.

No person who is not a party to these terms and conditions shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999. Nothing in these conditions is intended nor shall affect any of your statutory rights that may not be legally excluded.

Territory and Law

The use of this website and these Terms and Conditions are governed by Dutch law on the understanding that the United

Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes concerning the conclusion, the explanation or the performance of an agreement concluded with us shall be brought exclusively before the Court in Utrecht.

This website and our Terms and Conditions have been designed for use within The Netherlands and under Dutch law. Whilst we are happy to consider requests for products and enquiries from outside The Netherlands, we give no warranty, express or implied, that the use of this website or the placing of any order through this website from outside The Netherlands complies with any applicable non-Dutch laws or regulations.