

Terms & Conditions of Sale

General

The online store of the site www.xarazarte.pt shall be governed under the terms and conditions here defined, which the Customer agrees to comply with.

Xarazarte may, at any time, change all or part of the terms and conditions herein. Any and all orders placed on this website, identified as Xarazarte, are directed to Amilcar Grilo Dançante, here identified as the Seller; with tax number 134984242; and headquarters in Rua da Primavera, 8 7200-126 Corval, Portugal; telephone 00351 266557196 or mobile 00351 962651721, email comercial@xarazarte.pt, holder of trademark registration by the National Institute of Industrial Property. These terms and conditions of sale apply to orders to be invoiced to entities based in Portuguese territory and abroad.

Prices and products

Prices in the catalogue of www.xarazarte.pt site are fixed in Euros and include VAT at the legal rate in force at the time of purchase, to which the delivery cost, handling and packaging service costs must be added. The VAT is applicable to all purchases for countries within and outside EU, according with the Portuguese Law of Commerce. Prices and product specifications contained in this site may be changed by the Seller, without prior notice.

Payment methods

For online purchases we accept PayPal, Credit Card (*VISA, Mastercard and AMEX*) and Bank Transfer payment methods. PayPal or Credit Card: with this service you can make online payments in various ways (credit card, transfer, or debit account). PayPal is an extremely secure system. This form of payment does not require proof of payment, as PayPal takes care of this in a short time. Bank Transfer: by choosing this type of payment the Customer must send a proof of payment to comercial@xarazarte.pt within 24 hours after the purchase for the order to be officially confirmed and accepted. Details for payment are: BIC: CCCMPTPL IBAN: 0045 6311 4003 4334 0796 4.

PAYPAL

PayPal is a service provided by PayPal (Europe) S.Ã r.l. & Cie, S.C.A, licensed in Luxembourg as a banking institution in accordance with art.2 of the Financial Sector Act of 5 April 1993, under the supervision of the Surveillance du Secteur Financier Commission, registered under number L-1150 in Luxembourg. PayPal is a perfectly secure service that allows you to make online payments, without sharing financial information with high security rules. For more information consult www.paypal.com.

Shipping costs & Delivery

Shipping costs are to be paid by the Customer and are calculated on checkout. The Seller undertakes to deliver the products to the location indicated by the Customer, in Portugal or abroad, via Courier (CTT-Portugal Post), certified shipping delivery companies or direct pick up at our premises. Each piece is carefully wrapped, packed and boxed using bubble wrap, paper, protective packaging foam and double safety boxes (depending on the weight/fragility), with additional caution signs placed outside the boxes to ensure the precious cargo while in transit. Upon receiving the order, the Customer specifically undertakes to:

1. Count the goods received and confirm that they match the quantity indicated on the guide issued in the invoice accompanying the merchandise.
2. Check the good condition of the goods received.

Despite our best efforts to protect the pieces while packing, we are aware that fragile items may be damaged during transit and handling through courier or shipping companies. Therefore, upon noticing any problems such as damaged package, signs of bad condition or breach, the Customer shall register the problem as soon as possible and before unboxing, by:

- a. Inspecting the package and immediately taking pictures of the box damages while it's still sealed and closed;
- b. Carefully opening the box, checking the condition of the items, and taking pictures in case of violation, damage, or broken pieces. Subsequently, sending the registered photos to comercial@xarazarte.pt within 2 business days from the date of receipt of the order, so that the Seller can file a claim with the courier/shipping company and re-ship said

pieces as soon as possible or when they are back in stock.

3. The Seller assumes the hiring of pick up and deliver shipping companies of public knowledge, with reputation of quality services and declines any responsibility for delivery delays or cargo lost in transit by the shipping company.

4. The Seller assumes the process of shipping the order within 3-5 working days from the order date unless there is a stock limitation. In that case, the Customer will be contacted by email about the new expected shipping date and he/she will decide whether to maintain or cancel the order. The Seller will immediately start producing the requested product in which case the shipping process period can be extended until 10 working days.

5. The Customer will be notified by email as soon as the order is shipped, provided with a tracking number (when applied) and confirmation email.

Time of delivery

Due to COVID-19 the delivery dates might be expanded.

The estimated delivery times will depend on region of destination and shipping method; however, we can provide generic information about approximate delivery times:

- Courier service, standard service: within Portugal, regular size orders may take approximately 3-4 days to arrive to destination; for EU countries may take approximately 5-6 days and for international orders (countries outside EU) deliveries may take around 7-8 days to arrive to destination (note that delivery time may increase depending on order size and weight and do not include customs clearance time if applicable);
- Shipping companies: usually requested for larger orders; delivery time will depend on each shipping company, however, a tracking number and estimated date of arrival will be provided to the Customer by email, once the transportation company is booked and upon shipping date;

Additional information regarding the delivery time may be requested by calling +351 962651721, weekdays between 9h00am and 5h00pm, or via e-mail: comercial@xarazarte.pt

Cancellations

The Customer may cancel the order, provided that it has not yet been processed and within 24 hours after the purchase. After this period, we do not guarantee total refund. The cancellation of the order may be formalized by an email sent by the Customer as soon as possible to the address comercial@xarazarte.pt. The Customer must mention the order number and his tax identification number, under penalty of ineffectiveness of the cancellation.

Refusal of the order

The Seller reserves the right to refuse the order, in which case it will inform the Customer, given the following cases:

- a. Disruption of stock;
- b. Unavailability of the item;
- c. If the seller considers that there has been misconduct by the buyer or inaccuracies in the personal data recorded.

Safety Use & Handling

Our pottery is certified and so it is absolutely food and drink-safe, and microwave, oven and dishwasher use safe as well. Note that ceramics may break if transferred directly from freezer to hot oven, so we recommend caution with oven use and allow gradual changes in temperature: place the ceramic in a cool oven and bring up the temperature to avoid risk of temperature shock and cracks. Because glazing technique is applied all over the ceramics, it gives them a protective layer, so ceramics are protected against humidity and infiltrations to occur. However, we always recommend the pieces to be carefully cleaned and dried, specifically on the outside base area, before storing.

Technical Specifications

Product specifications are as mentioned on the website, however, please keep in mind that our products are all handmade, so slight variation in color, design, size, and shape may occur. We will of course endeavor to make sure that we get each design as close as possible to the original pictures displayed on our online store.

Returns & Refunds

The Customer may return the product within 14 days of receiving it. Within that same period the customer may file a complaint about any defects or inadequacy of the product compared to what was originally ordered, being it considered as the seller's responsibility. The complaint shall be made by email, sending the complaint directly to the address comercial@xarazarte.pt . In the complaint, the Customer shall expressly indicate the reasons for complaining and always mention the order number and his/her tax identification number. The Seller will proceed with the return of the goods, if justifiable, in which case the Seller will assume the costs of the return and of a new shipment as soon as possible.

In situations where the reasons for the return are not attributable to the Seller, the return will be accepted only after checking if the pieces returned and their packaging are in good condition, followed by a refund of the amount paid by the Customer, minus the delivery costs and the cost of return shipping. Consequently, the Seller reserves the right to not accept returns of products without prior notice, as mentioned above, and which do not meet the same conditions of conformity as they did on the date of their delivery to the Buyer (namely products that have undergone any use, transformation, damage and/or are missing the original packaging/accessories/extras). The Seller is not responsible for shipping problems such as package damages, evidence of abuse or violation. Whenever the Seller is unable to ship the ordered products as a result of unexpected limitations (furnace breakdown or illness), the Customer will be informed of such impossibility within 48 hours of placed order and may suggest, to the Customer, alternative products. If the Customer does not accept the suggested alternative products, the seller undertakes to refund for the amount paid, in full.

Limitation of the liability

We make every effort to ensure that the information presented is free of typographical errors and whenever they occur, we proceed with their correction as soon as possible. In case the information provided does not match the characteristics of the product, the Customer has the right to return it in accordance with the previous paragraph. Despite the efforts of the Seller, some products may have an incorrect price, therefore we also check the prices when processing orders. If the price of the product is less than the advertised price, we will refund the difference. If the price is higher, we will inform the customer by email and await his decision as to whether he/she accepts the new price or if he/she wishes to cancel the order.

Applicable Law and Competent Jurisdiction

These Terms and Conditions for online shopping in the www.xarazarte.pt site are governed by Portuguese legislation. The parties agree that for the resolution of any dispute arising from the interpretation and/or application of these Terms and Conditions, whose amicable settlement is not reached, the District Court of Reguengos de Monsaraz is competent. By using the online store, the Customer accepts and agrees with these Terms and Conditions and the Privacy Policy and Personal Data Protection.

Registration and protection of personal data

When registering to access the online resale catalogue, we will provide the Customer with an access password. The Customer should keep it strictly confidential, not revealing nor sharing it with third parties. The Customer is entirely and exclusively responsible for the use of his/her password and any orders placed by using it, even without his/her knowledge. In the case of registered Customers, we will collect the information required to carry out the website registration, the resale transaction online and for future contacts that may be necessary to ensure the best customer service.

The Customer assures that the personal data provided is true and accurate and undertakes to notify any changes. Any loss or damage caused to the online store or a third party resulting from incorrect inaccurate or incomplete information on the registration

forms will be the sole responsibility of the Customer.

The services provided by the seller will always honor the provisions of the Personal Data Protection Law - Law no. 67/98 of October the 26th, therefore, the sole purpose of the Seller regarding the Customer's personal data is the Customer's account management, billing, communication with customers, statistical analysis and direct marketing, assuming the commitment to privacy and security in the processing of personal data of each Customer.

The Customer authorizes the Seller to send information on products and services that may be of interest, using their personal data for direct marketing. At any time, you may request access, correction, and deletion of data, using the following contacts:

Amilcar Grilo Dançante

Rua da Primavera, 8 7200-126 Corval,

Portugal Mobile: 962651721

comercial@xarazarte.pt

Intellectual and industrial property

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