

# Terms & Conditions

LATEST UPDATE: 23 DEC 2022

Other policies, including (but not limited to) the following, form part of these Terms and Conditions and should be read in full before placing an order:

- Website Terms and Conditions (T&Cs)
- Privacy Policy (relating to the collection and processing of personal data for the purchase of products on our Site)
- Art of Burning

We reserve the right to revise these T&Cs whenever needed. Please check the date on when these T&Cs were last updated. The T&Cs that will be enforced on your order follows the date of your order. In the case that the revision of T&Cs has an unjust impact on your order, we will contact you to give you fair advance notice of the changes and full refund and cancellation will be allowed should you not agree to the changes.

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## 1. TERMS

1. By placing an order with Artitude Home for products which are sold on the website you will be deemed to have read, understood and agreed to these Terms and Conditions.
2. Before ordering, read these terms carefully. These terms explain how we will provide the Products to you, how we may modify the contract, how to handle issues, and other important details. Please get in touch with us at our customer service contact number +65 8800 9456 if you are dissatisfied with the terms before ordering with us.
3. You consent to these conditions by making use of our website. You are accepting these terms on behalf of any entity you are representing if you use our website.



## 2. HOW TO CONTACT US

1. For any questions or problems relating to our website, our Products or these terms, you can contact our customer service team at +65 8800 9456.
2. Please refer to our privacy policy for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
3. If we must contact you, we will do so via WhatsApp, by email at the email address or mail to the postal address you provided to us.

## 3. INTELLECTUAL PROPERTY

1. All intellectual property, including copyright, that we or our employees produce, adapt, modify, or create, including the Terms, any material on the Site, and the goods (our intellectual property) shall always belong to us.
2. You have our permission to use our intellectual property only for your own private, non-commercial use and in the ways that we intended.
3. You are not permitted to exploit our intellectual property for any kind of revenue-generating endeavour, including, but not limited to, resale.
4. You are not to:
  - copy, reproduce, duplicate any of Our intellectual property in whole or in part
  - republish, distribute, broadcast, sell, or otherwise make available to a third party any of our intellectual property; or
  - breach of intellectual property rights relating to the website, or the products includes, but is not limited to, changing or modifying any of our intellectual property, causing any of our intellectual property to be framed or embedded in another website, or producing any derivative works from any of our intellectual property.

5. Nothing in the above clause prevents you from posting our intellectual property on your blog or social media page, provided that:

- you do not claim ownership of our intellectual property
- unless we have specifically stated otherwise in writing, you do not imply that we support or approve of you
- you don't harm or exploit our reputation, including through unlawful, unjust, deceptive, or unfair means; and
- you abide with all other terms.

#### 4. COMMUNICATIONS AND CONTENT YOU UPLOAD

1. You are communicating with us electronically to access our website, send us emails, texts, or other types of correspondence. You give us permission to communicate with you online. We'll get in touch with you through a few methods; WhatsApp, e-mail, or by posting announcements and messages on this website. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we give to you electronically comply with all applicable legal requirements for written communications.
2. We encourage you to interact with the Website and us on social media. On the Site, you may be allowed to post, upload, publish or submit content (User Content).
3. You grant us a worldwide, perpetual, irrevocable, non-exclusive, transferable, license to use the User Content if you post any User Content on or through the Site, including on social media using a Tag. This license includes the right to use, access, view, copy, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, and otherwise utilise the User Content on, through, or in connection with the website. Contacting our customer service team in clause 2.1 will allow you to ask that any of your User Content be deleted from the Site or social media. We will make every effort to respond to removal requests in a fair amount of time.

4. You acknowledge that all User Content that you publish on or via the Site, including through the use of a Tag on social media, is completely your responsibility. You represent and warrant that:
  - You are either the sole and exclusive owner of all User Content or you possess all rights, licenses, consents, and releases necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
  - neither the User Content nor the posting, uploading, publication, submission, or transmission of the User Content nor our use of the User Content on, through, or by means of our Site (including on social media) will infringe, misappropriate, or violate a third party's intellectual property right
  
5. Any User Content is not supported by, approved of, or under our control. Any User Content may be removed at any moment (at our sole discretion).

## 5. ACCURACY OF CONTENT

1. We have put our best efforts and care in the preparation of the content of this website, in particular to ensure that the details, descriptions and prices stated are correct. At the same time, the packaging may vary from that shown and, the weights, dimensions and burning times are approximates.
2. We take pride in our Product photos, 3D images and rotating images on our Website, especially as they come from genuine art pieces. While we have done our best to ensure that the colours are true to life, we cannot guarantee that the colours displayed on your device or equipment will accurately reflect the colour of the product on delivery. Artitude Home disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this Site.

## 6. ORDERS ACCEPTANCE

1. All Products are subject to availability. Prices advertised on our website remain in effect for as long as the Products are available or as otherwise stated on our website. We will inform you as soon as possible if the Products you have ordered are not available.
2. You will receive an email with an order number as soon as possible to acknowledge receipt of your order. If we are unable to fulfil your order following this acknowledgement, we will contact you by email or telephone advising you of this.
3. We will confirm acceptance of your order by sending you an email that confirms that the Products have been picked and are awaiting dispatch. For avoidance of doubt, a legally binding contract between us will be formed when we send you this confirmation email.
4. We may not accept your order if an item you have ordered is out of stock, if we have identified a Product error or if we are unable to obtain authorisation for your payment.
5. Amendment of order is allowed if communicated (to our customer service via email or contact number at Clause 2.1) and acknowledged before confirmation email is sent out. After confirmation email is sent out, any amendment will not be possible, however Returns and Refunds terms in Clause 11 will apply.
6. If we are unable to supply the products you ordered for any reason beyond our reasonable and foreseeable control, we reserve the right to cancel any order we have previously accepted before delivery. We will get in touch with you as soon as possible on the course of action.

## 7. PRICE AND PAYMENTS

1. Each product you order must be paid for by you in line with this agreement. The Singapore GST is included in all amounts, which are expressed in Singapore dollars (where applicable).
2. Please note that all credit/debit cardholders are subject to validation checks and authorisation by the issuer of the card. If the issuer of your payment card refuses to pay or does not for any reason authorise payment to Artitude Home, we will not be liable for any delay or non-delivery of Products.
3. The legal ownership of all Products will be retained by Artitude Home until full payment has been made by you and received by us and legal ownership of the Products will immediately transfer back to us if we refund any payment for the Products to you.
4. You may not attempt to pay the Price by using dishonest or illegal ways. If you pay using a debit card or credit card, you guarantee that you have permission to use that card for the transaction.
5. At any time, we could offer promotions and discount codes for any products on the Site for any stated period.
6. We have taken great care to make sure that the price of the Product as advertised on the website is accurate. Despite our best efforts, it is possible that erroneous pricing occurs. For the avoidance of doubt, if the actual cost of the Product at the time of your order is less than what was advertised on the website and paid, the difference must be paid in full in 3 working days before the order can be fulfilled and delivered, otherwise the order will be cancelled, and the amount paid will be refunded in full. However, if the actual cost is greater than what was reflected on the website and paid, we will refund you the difference before finalising your order.

## 8. DELIVERY AND RISK OF LOSS

1. We will deliver the Products to the address as specified in your order within 2 to 5 business days. The costs of delivery are as below:
  - Below \$300 -> \$15 courier fee
  - \$301 - \$350 -> \$10 courier fee
  - Above \$350 -> Free island wide delivery
2. If an occurrence beyond our control causes a delay in our ability to supply the Products, we will let you know as soon as possible and take action to lessen the impact of the delay.
3. We will inform you of the best course of action if nobody is able to accept delivery at the address you provided in your order. You will be responsible for paying the return and redelivery fees of \$30 should you be not contactable at your contact number at the stated date of delivery and no alternative acceptance has been communicated prior.
4. In order to deliver the Products to you, we might require relevant information from you. We reserve the right to impose an additional fee of a fair amount to cover any additional work that must be done as a result if you provide us with inaccurate or incomplete information. If you fail to provide us with the information we require within a reasonable amount of time after we request it, we won't be liable for delivering the Products late or failing to provide any portion of them.
5. Shipping is currently available only to Singapore addresses. If you have a question about delivery outside of Singapore, please contact our customer service team (see Clause 2.1) and we will do our best to accommodate your request.
6. Risk in the Products transfers to you upon delivery. You should inspect the Products upon receipt and check that everything is satisfactory. You will be deemed to have accepted the order unless you notify our customer service team (see Clause 2.1) and return the Products in accordance with Clause 11 Returns and Refund terms.

## 9. INHERENT RISKS

1. Candle burning poses a fire risk. The risk inherent in burning candles is fully assumed by you as the product buyer. Artitude Home disclaims any liability for any risks associated with the burning of scented candles. Please look at the Art of Burning on our Website for recommended precautions and instructions.
2. Our Products are solely for domestic and private use. You agree not to use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 10. PRODUCT DEFECTS

1. Any warranty provided by us under this clause does not cover any flaw in the Products resulting from:
  - normal wear and tear
  - intentional damage, unusual storage or working conditions, an accident, or negligence on your part or that of any third party
  - your failure to operate or use the Products in accordance with any instructions (including instructions relating to storage, installation, use, and maintenance provided by us)
  - any alterations or repairs made by you or by a third party.
2. If you discover any defect in all or any portion of the given Products, you shall:
  - notify our customer service team (see Clause 2.1) without undue delay, and
  - send the allegedly flawed Product(s) to us at our return address (see 11.2) (either by couriering the Products to us or allowing us to collect them from you) to arrange for an exchange or refund. Delivery fee will be refunded.



## 11. RETURNS AND REFUND

1. Returns and Refund - You can cancel a Contract within 7 working days as from the delivery date of the Products. During this period if you change your mind or for any other reason decide you do not want to keep a Product, you can notify our customer service team (see Clause 2.1) of your decision to cancel the Contract and receive a refund. The date of cancellation is effective from the date of notification communicated.
2. Products must be sent to the return address: Artitude Galeria, 9 Dempsey Road, Singapore 247697, without undue delay in the original product packaging. Label of refund will be advised by the customer service team. If you cancel your order but do not send out such Products to us within 7 working days of notifying us of cancellation, we shall be entitled to withhold payment of any refund.
3. When sending by post proof of postage is highly recommended as we do not accept responsibility for items lost in transit.
4. Price paid at point of purchase will be refunded as soon as possible upon complete delivery at the refund address. However, we reserve the right to refuse refund or reduce refund amount if there is any reduction in the value of the Products caused by you, such as but not limited to, a used product.
5. Exchange - Within 7 working days from the delivery date of the Products should you wish to exchange your purchase, you can notify our customer service team (see Clause 2.1) to arrange. Exchange Products must be unused in original packaging. If the price of the exchanged item is lower than the price paid for the first purchase, you can convert the difference to store credits for your next transaction.

## 12. USE OF PERSONAL INFORMATION

Your personal information that you give us when you register or otherwise use on our Website is collected and handled in accordance with the provisions of our privacy statement. It is crucial that you read our privacy statement, which may occasionally be modified, so that you are aware of how we use your data as well as your privacy rights.

## 13. ENTIRE AGREEMENT

1. The whole agreement between us regarding your purchase is set forth in these terms. All other written or oral agreements, promises, guarantees, warranties, representations, and understandings between us about your purchase are superseded and eliminated by these terms.
2. You agree that if a statement, representation, assurance, or warranty is made in violation of these conditions (whether intentionally or negligently), you will not be entitled to any compensation.