

Many thanks for your interest in Kiitta Designs. Please read all below information

1. Introduction

This Agreement is a legal document which sets out your rights and obligations in relation to the purchase of Kiitta Designs products and the products offered through the website (www.kiittadesigns.co.uk). You must take the time to read and understand this Agreement before using the Kiitta Designs website or making a purchase of a Kiitta Designs Product. You accept that you are entering into a contract with us on the terms of this Agreement. You should be aware that this Agreement may change from time to time.

If you have queries relating to this Agreement, then before placing an order for a Kiitta Designs Product, please email us at kristina@kiittadesigns.co.uk
Please note that we reserve the right to withdraw the Kiitta Designs site from time to time.

2. Product details

Kiitta Designs Products are subject to availability. If a Kiitta Designs Product has become out of stock at a time when we receive the order, we will inform you, and you will not be charged for it.

At Kiitta Designs, we endeavour to display as accurately as we reasonably can the true colours of Kiitta Designs Products. However, we cannot guarantee that the colour of a Kiitta Designs Product as delivered will replicate how it appeared to you on-screen; in part, this is dependent upon your computer's display monitor, and how you perceive colour. All sizes and measurements concerning Kiitta Designs Products are as accurately as we can reasonably make them.

3. Payment

A deposit of 60% will be required on all wholesale orders, the remaining will be paid when the goods are ready for despatch. This will be completed via a bank transfer, these details will be noted on the invoice.

Online payments are processed at the time of ordering through the Paypal payment system.

Note also that all credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the card issuer does not authorise payment, we will not process the order.

When entering address details, please be aware there is a difference between the delivery address and invoice address areas of the order form: if your billing address (where your bank or credit card is registered to) is different from the desired delivery address, you must tick the box at the bottom of that page, and then continue to fill out the details of your billing address.

All online prices of Kiitta Designs Products include VAT at the current rate. We do not exclude or refund VAT for any orders. You, as the purchaser, are responsible for any other taxes or duties (such as import duties) payable on Kiitta Designs Products, not us.

4>Returns/Exchanges

Wholesale purchases

In the event of defective items please contact krisitna@kiittadesigns.co.uk and only a credit note or exchange will be issued.

Online purchases

If you wish to return a Kiitta Designs product, only a credit note will be issued, no return for a monetary value will be issued, other than the 7 working day Cooling Off Period that applies by law to online purchases. You have the right to cancel your order for a Kiitta Designs Product, starting from 7 working days following the first working day after the day on which you receive it. A working day is any day except Saturday, Sunday and UK public holidays. You can cancel your order for a Kiitta Designs Product during this "Cooling Off Period" by emailing kristina@kiittadesigns.co.uk and quoting your confirmation reference. If you cancel during this "Cooling Off Period" then you must return the Kiitta Designs Product to us at your own cost within 14 days of the date you cancelled. You must take reasonable care of the Kiitta Designs Product while it is in your possession. If you cancel during the "Cooling Off Period" and return the Kiitta Designs Product in good condition, then you will receive a refund of the price you paid for the Kiitta Designs Product. If you fail to return the Kiitta Designs Product in good condition to us within 14 days, then you will be responsible for payment of the price of the Kiitta Designs Product. If you require a refund on a discounted Kiitta Designs Product, please note that you will be refunded the discounted price.

5.Shipping

All prices indicated for Internet orders include shipping to worldwide destinations. Prices for wholesale shipping can be arranged at the time of ordering.

Kiitta Designs will take reasonable care for all items during the packing and despatch of all items, however cannot be held responsible for breakages or non delivery of goods via a 3rd party.

We will contact you if there is an excessive delay with the despatch of your Kiitta Designs Products.

We aim to send out Kiitta Designs Products on the working day after we receive an order. Unless otherwise stated, we use the Royal Mail service for the sending and delivery of Kiitta Designs Products; the total cost of your order will include a delivery charge. Delivery times will vary according to how quickly Royal Mail delivers; we recommend placing your orders early at particularly busy times of year (such as Christmas) to make allowance for delivery delays.

We reserve the right to decline to fulfill orders for any reason, including a Kiitta Designs Product which has been mis-published, such as its price or specification. Orders are treated as offers which we are entitled to accept or decline. If there are any problems with your order, we will contact you.

We cannot arrange for deliveries of Kiitta Designs Product to be left with a neighbour or similar requests. Note that we cannot be responsible for orders which go missing after delivery.

Order lead times

Wholesale > 500 units

Porcelain products - approx 50 days.

Gift wrapping - approx 90 days

6. Personal Details.

By making an order with Kiitta Designs then you agree that we may contact you at anytime with information from Kiitta Designs. We agree not to pass any personal information onto any 3rd party.

7. Liability.

- a. We warrant that Kiitta Designs Products will be manufactured with reasonable care and skill with the intention of meeting our specifications for them. However, we cannot and do not guarantee that Kiitta Designs Products will meet your requirements.
- b. We shall be liable as expressly provided in this Agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- c. Nothing in this Agreement shall exclude or restrict our liability for death or personal injury resulting from our negligence.
- d. Subject always to sub-Clause f. below, we shall be liable for direct loss or damage only, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise, and whether caused by its act or omission or that of its employees, agents or subcontractors.
- e. We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:
 - i. for any loss of revenue, business, anticipated savings or profits, or
 - ii. for any indirect, special or consequential loss damage, costs or other claims, howsoever caused or arising, whether through non-supply or late supply of a Kiitta Designs Product or other non-performance of this Agreement or otherwise.
- f. Except as expressly stated elsewhere in this Agreement, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.
- g. The provisions of this Clause 9 shall survive the termination or expiry of this Agreement.

8. Entire Agreement.

This Agreement is intended to contain your entire agreement with us relating to the Kiitta Designs site and Kiitta Designs Products; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to the Kiitta Designs site or Kiitta Designs Products, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

9. Changes to this Agreement.

We reserve the right to change this Agreement from time to time, and post the new version on the Kiitta Designs site. The new version will take effect for any activity on the Kiitta Designs site, including any purchase of an Kiitta Designs Product, after the new version is posted on the Kiitta Designs site.

10. Invalidity.

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

11. Law.

This Agreement, and each purchase of an Kiitta Designs Product, shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

12. Keeping this Agreement.

We don't separately file the individual Agreements entered into by users of the Kiitta Designs site. You can download this agreement from our website www.kiittadesigns.co.uk. Please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered in English only.

13. Contact.

The Kiitta Designs site is provided, and Kiitta Designs Products are sold and supplied through it, by Kristina Blinnikka-Gregory , whose address, for business conducted through the Kiitta Designs site, is Flat 3, 42 Draycott Place, Chelsea, London, SW3 2SA. Our VAT registration number is GB 114 6581 24. Please note that all notices under this Agreement are to be sent and received by email. For this purpose, your notices should be sent to kristina@kiittadesigns.co.uk and we will send our notices to you at the email address you notify to us through the Kiitta Designs site, such as when placing an order.

14. Intellectual Property

You acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to Kiitta Designs website and Kiitta Designs Products are owned by, or exclusively licensed to, us. It is easy to copy material which appears on web-sites, but this does not mean it is legal. Therefore, no-one may copy, distribute, show in public or create any derivative work from the Kiitta Designs site, an Kiitta Designs Product or any of the material which is found on the Kiitta Designs site unless properly licensed to do so by us.