



TERMS & CONDITIONS

www.nosseceramics.com is owned and operated by Nosse Ceramics, Lda.

VAT no. 515 540 757

(hereinafter "WE", "NOSSE CERAMICS", or "www.nosseceramics.com")

Nosse Ceramics, Lda.

Rua da Cerâmica 245
Vale de Ourém, 2495-036 Batalha
Portugal

VAT no. 515 540 757
Phone: +351 249 148 947
Email: info@nosse.pt

By purchasing from www.nosseceramics.com, you engage in our "Service" and agree to be bound by the following Terms & Conditions ("Terms of Service", "Terms"), including any additional terms, conditions, and policies herein and/or available by hyperlink.

You may review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of access to the website following the posting of any changes constitutes acceptance of those changes.

[Last updated July 5th, 2021]

1. PRODUCTS AND SERVICES

We produce tableware ceramics, and our services consist in the online sale of said products. Our online shop, www.nosseceramics.com, is open 24 hours a day – 7 days a week. We may sporadically need to close the shop for maintenance. You can only make purchases when the shop is open, and our service is available.

2. ORDERING AND PAYMENT

By agreeing to these Terms of Service, you represent that you are at least 18 years old of age and possess a valid credit card or the explicit permission to use one. If you are not yet 18 years old, you may still purchase from www.nosseceramics.com if you have obtained your guardian's consent or have a legal right to make the purchase.

To place an order through www.nosseceramics.com, you must provide delivery and billing addresses in either mainland Portugal or the Autonomous Regions of Azores and Madeira. We currently do not ship to any other countries apart from Portugal. For information on delivery to other destinations, namely EU countries, please contact us at info@nosse.pt. PO Boxes will not be accepted as a valid address.

The shipping costs associated with your order will be calculated depending on the delivery address. See below for information about the delivery options:

MAINLAND PORTUGAL	5€	Free – spend over 50€
AUTONOMOUS REGIONS OF AZORES AND MADEIRA (BY SEA)	25€	Free – spend over 125€

For information on delivery to other destinations, namely EU countries, please contact us at info@nosse.pt.

At www.nosseceramics.com you can pay with the following credit cards:

VISA
VISA Electron
MasterCard
MasterCard Debit

You can also use alternative payment methods, such as:

PayPal
MB WAY

ATM Reference

If you choose PayPal as your payment method, no financial information will be shared with www.nosseceramics.com.

If you opt for MB WAY, you will need to confirm your payment on the app. Failure to confirm the payment within 5 minutes will result in the automatic cancellation of your order. If this happens, you will need to place the order again.

All transactions are carried out in EUROS, encrypted, and 100% secure.

3. ORDER CONFIRMATION

When you place an order, you should receive an acknowledgment e-mail confirming receipt of your order. We will only accept your order once payment has been approved and we have debited the payment card.

All orders are subject to availability and confirmation of the order price. If there is an issue with an order, we will get in touch with you.

Once your order has been processed and shipped, you will receive an email and SMS. You will be provided with a tracking number, which you may use to track your order. You should receive a 2nd email and SMS from the carrier letting you know when your delivery is expected. You may change the address or delivery date at this point.

4. CANCELLATIONS

Should you regret your purchase, you may cancel your order provided that it has not yet been processed. To do so, you must contact us by email at info@nosse.pt, and include your order number and tax identification number.

If your order has been processed already, you can still make a return. Please note you must do so within 14 days of receiving your item(s).

We reserve the right to cancel any orders under the following situations:

- The ordered item(s) are out of stock or otherwise unavailable;
- We suspect there may have been misconduct on your part (e.g. purposely providing us with incorrect information);
- There are inaccuracies in your personal information.

Please note you must provide current, complete, and accurate information for all purchases made at www.nosseceramics.com, and update your account whenever necessary. Failure to do so may result in delays and/or difficulties in completing your transactions and contacting you as needed.

Any loss or damage caused to Nosse Ceramics or a third party (such as a carrier) resulting from incorrect, inaccurate, or incomplete information on your part will be your responsibility and may result in the cancellation of your order.

5. DELIVERY

The expected delivery time after shipping is **3 to 5** working days for Mainland Portugal and **6 to 14** working days for the Autonomous Regions.

We try our very best to meet all delivery times. However, there may be delays – e.g. postal/carrier delays, logistics, or bad weather. We will keep you updated as much as we can, and you should be able to track your order.

If you would like your items to be delivered to more than one address, you must place separate orders. Each order will have an associated shipping cost.

Should an order include items subject to different delivery times, please consider the delivery time of your order as that of the item with the longest delivery time. This may happen, for example, if one item becomes unavailable and is subject to re-stocking.

Should we run out of stock, we will contact you by email with a new expected delivery date. You may decide whether to maintain or cancel your order. If you decide to cancel your order, you will be refunded the amount paid.

Further information regarding delivery times may be requested by calling us on +351 249 148 947, weekdays between 9AM and 6PM, or by contacting us via email address at info@nosse.pt.

6. RETURNS

A 14 DAYS RETURN RIGHT

Should you regret your purchase and wish to return the item(s) to us, you may do so within 14 days of receiving your order.

If you are returning your order, please call us on +351 249 148 947, weekdays between 9AM and 6PM, or get in touch via email address at info@nosse.pt. We will let you know

how to proceed with your return. We expect you to let us know you wish to make a return as soon as possible after receiving your order. Please note you must return your item(s) within 14 days.

Note: Customers must pay the costs of returning goods.

Please write "RETURN PARCEL" in big letters on the box/parcel you are returning.

You should make sure that the goods are securely wrapped. You have full responsibility for both the package and goods until we receive them. We suggest you keep a postal receipt and tracking number.

We do not accept packages sent with no prior notice. Please do inform us beforehand if you are planning on making a return.

7. REFUNDS

If your returning goods are in conformity with the conditions upon delivery, you will be paid back the total amount of your purchase. This does not include delivery costs.

You may not be entitled to a refund if:

- You have taken the goods in use;
- The goods appear to be damaged;
- You have transformed and/or added to the goods in any way.

8. COMPLAINTS - IF THERE IS SOMETHING WRONG WITH THE PRODUCT

If you feel the item(s) you received are not in conformity to what you expected, regarding any possible defects, faults, or misrepresentations, you may file a complaint within 14 days of receiving your order. We will need to assess your complaint and make sure any defects/faults were not caused by incorrect use of the product.

If your complaint is justified, you can have your goods repaired or replaced, or get a refund or reduction in price, depending on the situation. If your goods are either repaired or replaced, we will cover the costs associated with the process.

You can make a complaint by contacting us via email: info@nosse.pt. Depending on the specific situation, you will receive further instructions.

We always suggest you contact us first to solve any complaints you might have but, in case there is a dispute we cannot solve, you may refer to the EU Commission's Online Dispute Resolution: www.ec.europa.eu/consumers/odr

You may also submit a complaint at www.livrodereclamacoes.pt

9. LIMITATION OF LIABILITY

We try our very best to ensure that all information on our website is correct. However, there may occasionally be information containing inaccuracies, typographical and/or grammatical errors, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. Whenever they might occur, we will proceed with their correction as soon as possible. We reserve the right to change or update any information at any given time without prior notice.

In case the information provided does not match the characteristics of your product, you may return it in accordance with the information provided in our Returns Policy.

Despite our efforts to provide accurate information, some products may state an incorrect price. For this reason, we also check prices when processing orders. If the price of a product is lower than what is stated, we will refund the difference. If it is higher, we will inform you by email and await a decision on whether you accept the (correct) price or wish to cancel the order.

10. INTELLECTUAL PROPERTY

All texts and imagery represented on www.nosseceramics.com are the sole property of Nosse Ceramics and, as such, protected under copyright and intellectual property rights regarding third parties. Any reproduction and/or representation, whether total or partial, of our website and any elements included in it, is strictly forbidden.

Trade names, trademarks, or any distinctive symbols reproduced on www.nosseceramics.com are protected under the laws applicable to industrial property. The reproduction and/or representation of these is also strictly forbidden.

11. PROTECTION OF PERSONAL DATA

When setting up an account on www.nosseceramics.com, we will ask you to create a password. Your password should be strictly confidential – do not share it with anyone. You are entirely and exclusively responsible for the use of your password and any orders placed through your account, even if placed without your knowledge.

We will only collect the necessary information required to carry out the online purchase transaction and any future contact that may be necessary.

Any services we provide on www.nosseceramics.com will always be in conformity with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Our sole purpose in collecting any personal data is to manage accounts, billing, customer service, statistical analysis, and direct marketing. We will always respect your privacy and security in the processing of your personal data.

You may request access, correction, and deletion of your personal data at any time by contacting us at info@nosse.pt or +351 249 148 947.

For further details, please review our Privacy Policy.

12. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the Portuguese laws.

13. ANY QUESTIONS?

Should you have any questions regarding our Terms & Conditions, please send them our way at info@nosse.pt. We will be happy to help.

THANK YOU!

