

# COLORCUTS.MT - GENERAL TERMS AND CONDITIONS

These regulation specify the terms and conditions of service in the European Union provided by Trendmarkt Kaim Sp. k. - hereinafter referred to as the Distributor. Regulations define the principles liability for failure or improper performance of the service.

When you decide to use the services of Trendmarkt Kaim Sp. k. you automatically agree to the conditions set out in these regulation. If you do not agree to the conditions contained in it, please do not make ordering services. These Regulations are the rules in the sense of Art. 8 of the Act of 18 July 2002. On the provision of electronic services (Dz. U. Nr 144, poz. 1204 z późn. zm.).

Regulation specify: the type and range of services provided by Trendmarkt Kaim Sp. k., terms and conditions of services, terms of contract and complaint procedures.

## DISTRIBUTOR

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**Trendmarkt Kaim Sp. k., al. Jana Pawła II 27, 00-867 Warszawa, Polska**

Contact customer support via e-mail: [support@colorcuts.mt](mailto:support@colorcuts.mt)

## DELIVERY

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Delivery shall be made within a maximum of 2 days after receipt of payment, except under special circumstances. The delivery costs shall be notified to you at the time of placing your order. These costs shall be charged in addition to the cost of the products. All products are usually available from stock. It may however happen that a product is temporarily out of stock. In such case, we shall inform you accordingly, and deliver the product as soon as possible thereafter.

## CHANGE IN THE DELIVERY ADDRESS

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The order shall be delivered to the delivery address that you entered. If after placing the order, it is found that you have entered a wrong delivery address, please contact us as soon as possible at [support@colorcuts.mt](mailto:support@colorcuts.mt). However, we cannot guarantee that we can still change the delivery address for you after order confirmation. Furthermore, we are also not responsible for the delivery to any address other than the one you have entered. Cancellation of delivery Important: Orders

cannot be cancelled or changed once they are confirmed and processed by our system. We cannot guarantee that we will take cognisance of e-mails cancelling or modifying orders. Please contact [support@colorcuts.mt](mailto:support@colorcuts.mt) to cancel or change an order, and when doing so, keep your order number ready at hand.

## TERMS AND CONDITIONS OF DELIVERY

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Products are delivered via courier UPS. Distributor is associated with the terms and conditions of contracts with a courier company, which uses the services. As a customer you are required to personally receive the goods. General terms and conditions for ordering and payment can be found on the UPS website.

### **Problems with your order**

Distributor wants to make sure that you are satisfied with the purchased products and services. If there is a problem with your order, please contact your local distributor. Distributor will make every effort to find the right solution and solve the problem in the fastest possible time.

### **Missing or broken products**

Although we always try to ensure that your order is handled in the best possible manner, it may happen that a product from your order is missing or does not reach you in a good condition. In any of the above cases, please contact us via email at [support@colorcuts.mt](mailto:support@colorcuts.mt) within 7 days. Please make sure that you always mention the order number in such cases. We shall send the product to you once again. We shall not take cognisance of notifications made after 7 days.

## QUALITY CONTROL

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Our products are subjected to a quality inspection. If in your opinion, you have received a product that does not satisfy the quality requirements, please contact us via email at [support@colorcuts.mt](mailto:support@colorcuts.mt). If we receive a message about defective manufacturing, we shall replace the product for you free of cost. If we do not receive such a message, the product can be returned to us. We shall then send you a replacement product. The replacement product shall be sent after receipt of the returned product. We shall not reimburse shipping costs for the return of goods. We shall send the product to the laboratory for further investigation. If it is later found that the product failed to comply with the requirements, you shall also be reimbursed for the cost of sending the goods to us. We shall notify you concerning the same.

## THE PAYMENT

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Orders can be placed via the Internet or by e-mail from anywhere in the world. However, in some countries, it is only possible to pre-payment through a system of payment specified on the Site.

## 1. Prepayment

If you choose prepayment, the product is shipped upon receipt of funds in the amount of 100% of the value of the Product / Product and shipping costs.

## 2. Cash On Delivery

If you choose payment method "COD", you authorize the Seller to cover shipping costs on your behalf and agrees to reimburse these costs. Fees for Order User representative shall mail, courier or shipping company representative supplying the shipment to the address provided by the User. The products remain the property of the Seller until it has been paid the full amount.

## COMPLAINT

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If the purchased products do not meet the customer's expectations or the customer has noticed any defects in them, the customer has the option to exercise the right of complaint within 14 days from the day of receipt of the shipment. To start the complaint process, please contact us using the email address [support@colorcuts.mt](mailto:support@colorcuts.mt).

## REFUNDS AND OVERPAYMENTS

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In accordance with The Act on Consumer Rights of May 30th, 2014 (Dz.U. 2014 r. poz. 827 ze zm.) a consumer who has concluded a distance contract may, within 14 calendar days, withdraw from this agreement without providing any reason and without incurring any costs, except for the return shipping costs.

Before sending the product back, we would like the client to fill in the contact form available at [www.colorcuts.mt](http://www.colorcuts.mt) in order to explain the motives for the return. The return is possible only when the product is untouched. To clarify, the product must stay sealed, it has to contain the original labels as well as it cannot bear any traces of usage. The client covers shipment costs connected with the return.

The package should be sent to the address of the warehouse where the products offered by the Distributor are stored:

**Unit 2130, KBIC, Industrial Estate, Kordin, Paola, PLA 3000, Malta**

In the case of circumstances when Distributor is obliged to reimburse the Customer money paid by him/her on the store account, this return occurs within a maximum of 14 working days. If the Customer has made payment card or electronic transfer payment, repayment is made on a payment card or bank account number from which the payment has been made. In case of traditional bank transfer, cash on delivery, or when for reasons beyond the Distributor responsibility identification of the bank account number from which the payment has been made is not possible, refund will be made on the Customer account (overpayment). Overpayment will

be transferred to the Customer bank account number only when he/she orders it. The order is placed to the Store through the contact form or in writing to the Store address. Distributor reserves the right to verify the identity of the Customer claiming repayment. The Store is not responsible for failure or delay in making the refund if the Customer, despite a request sent to his/her e-mail address, does not indicate the bank account to which payment is to be made, or if does not provide the Distributor with all the data necessary to make payment. Distributor is not responsible for failure or delay in making the refund if such a situation results from the Customer giving incorrect personal data (name, address) or incorrect account number. The total refund process should conclude within 14 working days. Consideration of the Customer's complaint may take up to 7 working days.

## FINAL RESOLUTION

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Trendmarkt Kaim Sp. k. reserves the right to unilaterally make changes in the services rules and fees.

Changes are in force from the time of their inclusion in the regulation section. The changes do not apply to orders already confirmed.