

Terms and Conditions

1. AREA OF APPLICATION

- 1.1. All present and future sales of our goods ("Goods") and/or services ("Services") taking place on www.tjnovelty.com and its sub-domains ("website") shall be governed by these Terms and Conditions. These terms and conditions together with the order form and our order acknowledgment are the basis on which we will supply to you our Goods and/or Services and therefore form our contract with you and are binding on you. Any order of products and/or services implies acceptance without reservation by you as the customer and your full acknowledgement of these terms and conditions of sale and delivery.

2. INTERPRETATION

- 2.1. In these Terms and Conditions, unless the context otherwise requires:
- i. "website" means any website and domains owned by TJ Novelty Ltd.
 - ii. "consumer" means any natural person who, in contracts covered by these terms and conditions, is acting for purposes which are outside his trade, business, craft or profession.
 - iii. "business customer" means any natural person who, in contracts covered by these terms and conditions, is making an online purchase for Goods and/or Services for his own and/or on behalf of business, trade, craft, profession or education.
 - iv. "digital content" means data which are produced and supplied on website and downloadable from website, including third party links.
 - v. "goods" means any product being displayed on website.
 - vi. "services" means the delivery service being offered on website.
 - vii. "customer" means both consumer and/or business customer.

3. COMPANY INFORMATION

- 3.1. The goods and services are provided by TJ Novelty Ltd., ("we/us/our") a Limited Liability Company registered in Malta with the company number C102425 and registered address at 167, Triq il-Fortizza, Mosta MST 1858, Malta.

4. GOODS AND SERVICES

- 4.1. The description of these Goods and/or Services is set out in the highest degree of accuracy possible in our website and any other sales documentation. However, the photographs and graphic representations displayed on digital content are for information and guidance only and are not contractual. In confirming the online order, you acknowledge that you have not relied upon any statement, promise or other representations about the offer by us and we are not liable in the event of an error.
- 4.2. We can make any changes to the specification of the Goods/Service as may be deemed necessary.

5. PRICE

- 5.1. The price of the Goods/Services displayed on our website is the price you pay at time of order. All prices are correct at the time of purchase and are confirmed with an order confirmation email. Previously viewed prices via cookies on your computer will not be considered as binding and will not be honoured.
- 5.2. Whilst we do our best to make sure that all pricing displayed on the website is correct, some prices may be listed incorrectly. If we discover a problem after the goods have been ordered by you, we will inform you as soon as possible and we will offer you the goods at the correct price. We are under no obligation to provide goods/services at an incorrect/lower price, even after we have acknowledged your order. If we cannot contact you and/or come to an agreement to accept the right price on the order, the order will be cancelled, and a full refund of the price will be made.
- 5.3. We list prices as inclusive of VAT for consumers and exclusive of VAT for business customers. All prices exclude any other taxes, duties and levies that may be applicable, which will be payable in addition to the price unless otherwise stated.
- 5.4. Price displayed on the website does not include delivery to your address. This price will depend on the weight and quantity of the goods ordered. Such price will be indicated to you once you proceed to checkout from the Website. Alternatively, you may opt to collect the goods from the warehouse. This choice is to be made upon confirmation of order during the check-out process.
- 5.5. Price displayed on the website does not include installation and/or assembly of Goods.
- 5.6. We are free to change the prices displayed on the Website at any time without notification/consultation, to take into consideration any increase in our costs.

6. ORDERING

- 6.1. Orders will be placed online by pressing the confirm order button and payment is processed online. You confirm that you are at least eighteen (18) years of age and acknowledge that these terms and conditions of sale were read and accepted before confirming the order. Confirming the order therefore implies acceptance of these general terms and conditions of sale. You acknowledge that, before confirming the order, you have been given the opportunity to examine its contents and prices in detail and correct any errors. You are also reminded that any order confirmed will be processed only when payment is received. An order confirmation email will be received at the email address confirmed by you at time of order.

7. PAYMENT

- 7.1. Payment for the Goods and Services must be made through Paypal or by Credit/Debit Cards as indicated on the payment gateway during Check-out. No other payment methods will be allowed.

8. DELIVERY

- 8.1. We will do our best to respect the delivery times as indicated on the Website. If this does not happen, the customer will be informed and will have the choice of either maintaining the order and accepting another delivery schedule or cancelling it.
- 8.2. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or the customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 8.3. The delivery, when agreed with customer, will take place at a street level and in an area with easy access to trucks for the unloading of goods.
- 8.4. In case a delivery attempt fails, you will be contacted and if not reachable, a note will be left to indicate that the delivery was not successful and to make contact for a second attempt.
- 8.5. In the event that you do not make contact for a second delivery attempt, the Goods will be kept at the warehouse for three (3) days from confirmation of order. If you fail to make a request for re-delivery of the Goods within this period, we will be entitled to cancel the order and you will lose your right to a refund.
- 8.6. It is your responsibility to provide us with the correct delivery address and contact details. In the event that a delivery cannot take place because an incorrect address/contact number was supplied and failure in providing such information within three (3) days from confirmation of order, we will be entitled to cancel the order and you will lose your right to a refund.
- 8.7. The Goods will be handed over to you, once you acknowledge receipt by signing the delivery note. The signing of this delivery note shall represent your unconditional acceptance of the Goods received in good condition. It is your responsibility to check and confirm that the Goods received were not damaged in transit. If Goods received are damaged, DO NOT accept the delivery, and inform us immediately by sending an email on deliveries@tinovelty.com. In the event that an item was received damaged, and this was not immediately reported as per above instructions, no further claims for damages will be entertained.
- 8.8. Our liability for non-delivery of the Goods for whatever reason will be limited to, at our discretion, a refund of the purchase price paid, or delivery of the Goods at another date/time that is notified to you by email.

9. INSPECTION AND ACCEPTANCE OF GOODS

- 9.1. All customers must inspect the Goods upon delivery or collection. The signing of the delivery/collection note is an acceptance of the Goods received in good condition.
- 9.2. Consumers are not to accept any damaged goods that were delivered by us as further claims on the matter will not be entertained, if signed for.
- 9.3. For business customers only, any damages discovered during deliveries carried out, these shall be put in writing on the delivery/collection note by you and you must notify us in writing by email within two (2) days of delivery/collection, providing details and photos of defects found.
- 9.4. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and/or damaged during transit, if delivery service was carried out by us.
- 9.5. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, replace or refund the Goods or part of them as per our [return policy \(Place link\)](#).

10. WARRANTY

- 10.1. The products we sell are covered with a standard 1-year contractual warranty for wholesale customers and 2-year contractual warranty for the consumer, allowing customers to return defective products or products not fit for their intended use.
- 10.2. For business customers only, some products may come with additional commercial warranties, depending on the product and manufacturer.
- 10.3. Detailed warranty conditions for the consumer may be accessed on [Please provide link to B2C Warranty.](#)
- 10.4. Detailed warranty conditions for the business customer may be accessed on [Please provide link to B2C Warranty.](#)

11. RIGHT OF WITHDRAWAL

- 11.1. Clause 11 only applies to the Consumer. This clause is NOT APPLICABLE to business customers.
- 11.2. In line with the Consumer Rights Regulations 2013, Legal Notice 439 and subsequent amendments, you may withdraw from the contract of sale at any time within fourteen (14) days from delivery of goods. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- 11.3. You shall hand over the goods to us without undue delay and in any event not later than fourteen (14) days from the day you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of the fourteen (14) days has expired.

11.4. Withdrawal Procedure

- I. You can notify us in writing to exercise this right, by electronically filling in and submitting by email to tjclaims@tjnovelty.com, the return form found in the customer service area on our website www.tjnovelty.com or by submitting the model withdrawal form Part B of the Schedule of LN 439 of 2013 and which may be found on <https://legislation.mt/eli/ln/2013/439/eng>
- II. We will communicate to you an acknowledgement of receipt of such a withdrawal by email without delay and will request the return or pickup date of the goods.
- III. Return the Goods to us in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This applies to all goods and;
- IV. Provide proof of purchase in the form of our invoice/receipt for the original supply of such Goods. If in the event an invoice/receipt is unavailable, a bank or credit card statement may suffice at our sole discretion.

11.5. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

11.6. You will have to bear the direct costs of returning the goods to our premises which consist of EUR25 if we collect and EUR15 if you bring the goods to our premises.

11.7. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

11.8. The Right of Withdrawal however does not apply in the following cases:

- i. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- ii. the supply of goods made to the specifications of the consumer or where these are clearly personalised;
- iii. the supply of goods which are liable to deteriorate or expire rapidly;
- iv. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons (including but not limited to, toiletries, clothing and mattresses) and were unsealed after delivery;
- v. the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- vi. contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

12. RETURNS, REFUNDS AND EXCHANGES

12.1. Returns, refunds and exchanges will be applicable in case of:

- 12.1.1.** Returned goods under the Right of Withdrawal clause 11, we will process the refund due to you as soon as possible and, in any case, not later than fourteen (14) days from returning/collecting the goods. In this case, we will refund the price of the goods to be returned in full, including the standard delivery cost. However, you will be responsible for the direct costs of returning the goods as per clause 11.6.
- 12.1.2.** goods being supplied incorrectly shall be, refunded, exchanged or replaced if they are returned within 30 days of date of purchase of the Goods and proof of purchase is supplied; and
- 12.1.3.** goods being returned, unused and as new in their original packaging, these items shall be exchanged or credit given, if they are returned within 30 days of date of purchase Goods and proof of purchase is supplied; and
- 12.1.4.** For any other reason, we will examine the returned Goods and will notify you in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging.

12.2. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions as per clause 10.

12.3. Orders accepted by us are cancellable and refunded only at our sole discretion.

13. RISK AND TITLE

13.1. The Risk in the Goods will pass to the customer on completion of delivery/collection and upon signing the delivery/collection note.

14. TERMINATION

14.1. We can terminate the sale of Goods under the Contract where:

- a. The customer commits a material breach of his/her obligations under these Terms and Conditions;
- b. The customer is, becomes or, in our reasonable opinion, is about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of the insolvent debtors;

- c. The customer enters into a voluntary arrangement under Part 5, Title II of the Companies ACT 1996, or any other scheme or arrangement is made with his/her creditors; or
- d. The customer convenes any meeting of his/her creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of his/her assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors, a resolution is passed or petition presented to any court for the winding up of his/her affairs or for the granting of an administration order, or any proceedings are commenced relating to his/her insolvency or possible insolvency.

15. LIMITATION OF LIABILITY

- 15.1. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 15.2. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or local law are excluded to the fullest extent permitted by law.
- 15.3. If we do not deliver the Goods and/or services, our liability is limited, subject to the clause below, to the costs and expenses incurred by the customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 15.4. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by the customer.
- 15.5. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - a. Any indirect, special or consequential loss, damage, costs, or expenses; and / or
 - b. Any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption, or other third-party claims; and / or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and / or
 - d. Any losses caused directly or indirectly by any failure or breach by the customer in relation to his/her obligations; and / or
 - e. Any loss relating to the choice of the Goods and how they will meet the customer's purpose or the use by the customer of the Goods supplied.
- 15.6. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

16. DATA PROTECTION

- 16.1. Please refer to our online [Privacy Policy \(Link to online policy\)](#)

17. FORCE MAJEURE

- 17.1. Neither the customer nor our company shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to, power failure, internet services provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

18. NO WAIVER

- 18.1. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. SEVERANCE

- 19.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed served from the remainder of these Terms and conditions, which will remain valid and enforceable.

20. LAW AND JURISDICTION

- 20.1. These terms and conditions of sale and delivery and the purchase and sale transactions arising from them are governed by Maltese Law and you consent to the jurisdiction of Maltese Courts and competent Maltese Tribunals in all matters regarding it.