

Terms and Conditions

Terms

Standard sales terms for consumer purchases of goods over the Internet

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Introduction:

This purchase is governed by the following standard terms of sale for consumer purchases of goods over the Internet. By consumer purchase we mean the sale of goods to consumers who do not primarily act as part of business activity, and when the seller acts in business activities with the sale of goods over the internet. The contract has been prepared and recommended by the Nigerian Act to consumer purchases. (the Consumer Purchase Act)

Consumer purchases over the Internet are mainly regulated by the Contract Act, the Consumer Purchase Act, the Marketing Act, the Repeal Act and the e-commerce Act, and these laws give consumers unlimited rights. The terms of the contract shall not be construed as limiting the statutory rights, but shall establish the parties' principal rights and obligations for the trade. The seller can choose to offer the buyer better terms than what is stated in these terms and conditions.

In cases where the contract does not directly provide the solution to a problem, the contract must be supplemented with relevant legal provisions.

1. The agreement

The agreement between the buyer and the seller consists of the information the seller gives about the purchase in the ordering solution in the online store (including information on the nature of the goods, quantity, quality, other properties, price and delivery conditions), any direct correspondence between the parties (for example e-mail) and these terms of sale.

In the event of a conflict between the information given by the seller about the purchase in the ordering solution in the online store, direct correspondence between the parties and the terms of the sales conditions, direct correspondence between the parties and the information given in the ordering solution precedes the sales conditions, provided that this does not conflict with binding legislation.

2. The parties

Seller Company Name: TOSIN AKINGBA ART

Contact address: 2, Omolabake Adeoti Street, Ajao Estate, Airport Road, Lagos, Nigeria

Email: art@tosinakingba.com

Phone number: +2348137671110

Organization number: 2814494

The buyer is the person who makes the order.

3. Prices

Prices are stated in USD.

We are not responsible for expenses that may occur depending on the regulations of your country.

4. Making a contract

The agreement is binding on both parties when the buyer's order is received by the seller.

However, a party is not bound by the agreement if there has been a write- or key error in the offer from the seller in the ordering solution in the online store or in the buyer's order, and the other party realized or should have realized that such a mistake existed.

5. Order confirmation

When the seller has received the buyer's order, the seller shall without undue delay confirm the order by sending an order confirmation to the buyer.

It is recommended that the buyer checks that the order confirmation corresponds to the order with regard to the number, type of product, price, etc. If there is no correspondence between the order and the order confirmation, the buyer should contact the seller as soon as possible.

6. Payment

The seller may demand payment for the goods from the time it's sent from the seller to the buyer.

For international customers, we use direct wire transfer to domiciliary account.

If the buyer uses a credit card (2) or debit card (3) upon payment, the seller can reserve the purchase price on the card when booking for up to 4 days from the order. (4)

When paying by credit card, the Act on Credit Purchases etc. apply. (5)

If the seller offers post-invoicing, the invoice for the buyer shall be issued upon shipment of the goods. The due date must be set at least 14 days from the time the buyer receives the shipment.

If the seller has a special need to demand a down payment from the buyer, for example when making a purchase, the seller can demand this.

Buyers under the age of 18 can only pay directly at the seller's delivery of the goods or upon delivery of the goods by mail order. (6)

7. Delivery with

Delivery of the goods from the seller to the buyer takes place in the manner, at the place and until the time specified in the ordering solution in the online store.

If the delivery time is not stated in the ordering solution, the seller shall deliver the goods to the buyer within a reasonable time and no later than 30 days after the order from the customer. If the seller is to make sure that the goods are sent to the buyer, he is obliged to have the goods transported to the destination in a suitable manner and on normal terms for such transport. The destination is with the buyer unless otherwise specifically agreed between the parties.

8. The risk of the item

The risk of the goods passes to the buyer when the package is taken over by the buyer in accordance with the agreement. If the delivery time has arrived and the buyer fails to take over an item placed at his or her disposal under the agreement, the buyer nevertheless has the risk of loss or damage due to the properties of the item itself.

9. Right of withdrawal

The buyer may undo the purchase of the goods in accordance with the provisions of the repeal Act (7). Right of withdrawal means that the buyer can return the goods to the seller for no reason, even if there is no shortage of it and even if it is not delivered.

The buyer must notify the seller of the use of the right of withdrawal within 14 days after the goods, the prescribed information on the right of withdrawal and the right of withdrawal form have been received. If the buyer receives the claim form and the necessary information at a later date than upon delivery of the goods, the cancellation period begins to run from the day the buyer receives the claim form and the information. If the buyer has not received sufficient information or cancellation form, the cancellation deadline will still expire 3 months after the goods have been received. If the buyer has not received information about the right of withdrawal at all, the deadline will be 1 year.

The message from the buyer to the seller regarding the use of the right of withdrawal should, by way of evidence, be in writing (redemption form, e-mail, fax or letter), and it must contain information on how the buyer will return the goods to the seller.

When using the right of withdrawal, the goods must be returned to the seller within a reasonable time. The seller is obliged to repay the entire purchase price to the buyer within 14 days from the date the seller receives the goods. The seller may not charge the buyer's use of the cancellation right, but the seller may require the buyer to pay the cost of the return shipment.

The buyer can examine the product before he or she repents the purchase. **But we recommend you not to take the product out of the protection paper/ plastic cover, until you're sure you'd like to keep it. All of our products are highly sensitive and should be treated accordingly.** The product must be returned to the seller in approximately the same condition and quantity as it was in when the buyer received it. The buyer should return the item to the seller in the original packaging if possible.

10. Examination of the item

When the buyer receives the goods, it is recommended that he or she, to a reasonable extent, examine whether it is in accordance with the order, whether it has been damaged during transport or if it has otherwise defect.

If the item does not match the order or has defects, the buyer must notify the seller of a complaint.

11. Complaints in case of defect and deadline for reporting a claim for delay

If there is a defect in the item, the buyer must within a reasonable time after he or she discovered it, notify the seller that he or she will invoke the defect.

The deadline can never be shorter than two months from the time the consumer discovered the defect. However, complaints must be made no later than two years after the buyer took over the goods. If the item or parts of it is intended to last significantly longer, the complaint deadline is five years.

In case of delay, claims must be directed to the seller within a reasonable time after the delivery time has arrived and the goods have not been delivered.

If the item is paid by credit card, the buyer can also choose to advertise and send claims directly to the creditor (the credit card company).

The message to the seller or creditor should be in writing (email, fax or letter).

12. Buyer's rights upon delay

If the seller does not deliver the goods or delivers them too late according to the agreement between the parties, and this is not due to the buyer or circumstances on the buyer's side, the buyer may, in accordance with the rules in the Consumer Purchase Act chapter 5, keep the purchase price back, demand fulfillment, cancel the agreement and claim compensation from the seller.

Fulfillment: If the seller does not deliver the goods at the time of delivery, the buyer can maintain the purchase and set a reasonable deadline for fulfillment by the seller. The buyer can nevertheless not demand fulfillment if there is an obstacle that the seller cannot overcome or if fulfillment will entail such a great disadvantage or expense for the seller that it is in material disproportion with the buyer's interest in the seller fulfilling. If the difficulties fall away within a reasonable time, the consumer may demand fulfillment.

Lifting: The buyer can terminate the agreement with the seller if the delay is significant or if the seller does not deliver the goods within the additional deadline for fulfillment that the buyer has stipulated. The buyer can nevertheless not terminate the agreement while the additional deadline runs, unless the seller has stated that he or she will not fulfill the deadline.

Compensation: The buyer can also claim compensation for loss he or she suffers as a result of the delay on the part of the seller.

The buyer must notify the seller of the claim in case of a complaint.

13. Buyer's rights in case of defect

If the item has a defect and this is not due to the buyer or circumstances on the buyer's side, according to the rules in the Consumer Purchase Act chapter 6, according to the circumstances, the buyer can withhold the purchase price, choose between rectification and replacement, demand a price reduction, demand the agreement raised and compensation from the seller.

Correction or replacement: If the item has a defect, the buyer may demand that the seller correct the defect or deliver the corresponding item. The seller may oppose the buyer's claim if the execution of the claim is impossible or causes the seller unreasonable costs.

The seller must make the correction or replacement within a reasonable time. Correction or replacement must be done at no cost to the buyer, without the risk that the buyer will not cover his expenses and without significant inconvenience to the buyer. The seller cannot make more than two attempts at correction or replacement for the same defect, unless there are particular reasons why further attempts are reasonable.

Even if the buyer does not require rectification or replacement, the seller can offer rectification or replacement if this happens without delay. If the seller provides such rectification or replacement, the buyer cannot demand a price reduction or cancellation.

Price reduction: If the defect is not corrected or replaced, the buyer may demand a proportional discount.

Raising: Instead of price reductions, the buyer can cancel the agreement, except when the defect is insignificant.

The buyer must notify the seller of the claim in case of a complaint, clause 11 of this contract. The rules on complaint apply in addition to, and independently of, the rules on right of withdrawal and any guarantees provided by the seller.

14. The seller's rights at the buyer's default

If the buyer does not pay or meet the other obligations under the agreement, and this is not due to the seller or circumstances on the seller's side, the seller may, in accordance with the rules in the consumer purchase law chapter 9, keep the goods back, demand the fulfillment of the agreement, demand the agreement lifted and compensation from the seller. buyer. The seller may also, in the

circumstances, claim interest on late payment, collection fee and fee for non-prepaid uncollected goods.

Fulfillment: If the buyer does not pay, the seller can maintain the purchase and demand that the buyer pay the purchase price (fulfillment). If the goods are not delivered, the seller loses his right if he waits unreasonably long to promote the claim.

Lifting: In the event of a payment defaults or other defaults by the buyer, the seller may terminate the agreement. The seller can't cancel the purchase after the consumer has paid.

The seller can also cancel the purchase if the buyer does not pay within a reasonable additional deadline for fulfillment that the seller has determined. The seller can't cancel the order while the additional deadline runs, unless the buyer has said that he or she will not pay.

Compensation: The seller may claim compensation from the buyer for financial loss he or she suffers as a result of a breach of contract by the buyer, section 46 of the Consumer Purchase Act.

Interest rates on late payment / collection fee: If the buyer does not pay the purchase price according to the agreement, the seller can claim interest on the purchase price according to the Act on interest on late payment. (9) In the event of non-payment, the requirement, after prior notice, can be sent for debt collection, and the buyer can then be held liable for fees according to the law on debt collection and other collection of overdue money claims. (10)

Fees for uncollected non-prepaid goods: If the buyer fails to collect unpaid goods, the seller can charge the buyer with a fee of NOK 1500 + shipping / return. The fee must cover the seller's actual outlay to deliver the goods to the buyer.

15. Warranty

Warranty provided by the seller or manufacturer grants the buyer rights in addition to the rights the buyer already has under mandatory law. Thus, a guarantee does not imply any limitations on the buyer's right to claim and claims in case of delay or defects according to items 12 and 13.

16. Personal data (12)

Unless the buyer agrees to anything else, the seller can only collect and store the personal information that is necessary for the seller to be able to carry out the obligations under the agreement. The personal information of the buyer under the age of 15 cannot be obtained unless the seller has the consent of parents or guardians. The buyer's personal information shall only be disclosed to others if it is necessary for the seller to have the agreement with the buyer, or in the legal case.

The seller can only obtain the buyer's personal number if there is a factual need for secure identification and such collection is necessary.

If the seller wants to use the buyer's personal information for other purposes, for example to send the buyer advertising or information beyond what is necessary to have the agreement completed, the seller must obtain the buyer's consent at the conclusion of the agreement. The seller must provide the buyer with information about what the personal data should be used for and about who will use the personal information. The buyer's consent must be voluntary and be delivered by an active action, for example, by crouched off approval.

The buyer should be able to easily contact the seller, for example by telephone or e-mail if he or she has questions about the seller's use of personal data or if he or she wants the seller to delete or change the personal information.

17. Conflict resolution

The parties shall endeavor to resolve any disputes amicably. The buyer can contact the Consumer Council for assistance in any dispute with the seller. If the amicable settlement is not achieved after mediation in the Consumer Council, the parties may request in writing that the Consumer Council promotes the dispute for the Consumer Dispute Committee. 13 Decisions of the Consumer Disputes Committee are enforceable four weeks after preaching. Before the decision is enforceable, the parties may, by submitting a summons to the Consumer Disputes Committee, bring the decision before the district court.

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