

# Terms & Conditions

## Important information

Please read the following terms before ordering products from CLAY by Tina Marie on [www.claybytinamarie.dk](http://www.claybytinamarie.dk)

The following terms apply to all agreements of purchase and delivery of the item (s) from CLAY by Tina Marie, "claybytinamarie.dk", "We", "Me" or "Our".

Conditions can change without notice and therefore we recommend that customers review the terms before each purchase.

www.claybytinamarie.dk is open 24 hours a day but may be closed due to maintenance. An order which has been placed on a holiday will be processed on the following business day.

Claybytinamarie.dk does not trade with any persons under the age of 18.

When you place an order on www.claybytinamarie.dk, you make an offer to buy the product that you have selected on the terms set out in the general conditions of purchase. We are free to accept or reject your offer to purchase the articles. Among other things, we reserve the right to refuse any offer to purchase one of the following situations, without being liable for damages or other costs:

- Your payment information is not correct or can not be verified
- Your order has been given for the purpose of committing fraud etc. or in connection with a criminal offence or other unlawful activity
- There arises an inadvertent error on www.claybytinamarie.dk, e.g. a payment error, a price information error and such.
- We have reason to believe that you are under 18.

## CONTENT OF THE AGREEMENT

With the order confirmation you will receive a confirmation of the agreement. We keep the agreements, including your offer and order confirmation for a certain period of time and we recommend that you also save these documents because they will not necessarily be available on www.claybytinamarie.dk afterwards.

## MEASURES AGAINST FRAUD

In order to protect you and our other customers from fraud and to maintain a high level of security for online purchases, we can implement verification check. The verification check may include the data that you send when you place your offer including your address, payment information.

## TYPES OF CARDS:

We accept the following methods of payment:

- VISA
- VISA/Dankort
- MasterCard
- American Express
- Google Pay

#### **PROCEDURE OF PAYMENT:**

Secure payment with STRIPE payment gateway.

Once your item leaves my studio, to be delivered, your payment will be charged to the selected payment service.

#### **PRICES AND FEES**

All listed prices of products, delivery costs and other expenses include taxes, VAT and duties. Costs relating to the delivery, freight or postage may vary and are added to each order.

#### **CURRENCY**

You can pay in DKK.

#### **PURCHASE**

The agreement is concluded when the customer has received an order confirmation via e-mail from CLAY by Tina Marie. A prerequisite is that the client has given correct information concerning their e-mail address and physical address. The amount is deducted from the customer's card when the order is shipped from CLAY by Tina Marie. Once the payment is confirmed, you can no longer make changes. Therefore it is always a good idea to check if the order, the contact and delivery information are correct before you confirm your order. The customer should expect that it may take up to 2 weeks between the moment when the product is returned to our warehouse and the moment when we receive and register it as returned. If the customer paid by credit card may take up to 5 business days before the amount is refunded to the card.

#### **DELIVERY**

CLAY by Tina Marie's objective is that the customer will receive their delivery within 2-3 working days.

Delivery times may vary depending on the amount of orders to be processed and on circumstances out of our control. During holidays a longer delivery time must be expected, and you will be informed about this in the ordering process.

CLAY by Tina Marie is not liable for lack of delivery with the shipping method without Track & Trace. If you have selected the shipping method with Track & Trace, the package is insured. If a

package with Track & Trace is not delivered, the customer must contact the distribution company. We will always be happy to help you with a tracking number.

CLAY by Tina Marie does not use partial deliveries. When the products are handed over to the transit, the money will be debited and a delivery confirmation will be sent via email. If the order is sent with Track & Trace, it can be tracked on the Internet via the tracking number.

## **TRANSPORT**

CLAY by Tina Marie is responsible if the product is damaged during the transit. In case of a damaged item, documentation must be mailed to us. This is mandatory and can not be waived. If you decide to return an item to us, it is you who is financially responsible for the package to be returned to us undamaged.

## **UNCOLLECTED PACKAGES**

If a package is not picked up or can not be delivered because of an incorrect address, CLAY by Tina Marie has the right to charge the customer dkk. 60 to cover the costs in relation with the non-delivery. If you change your mind when the order has already shipped, you need to accept the order anyway and then send the order back to us. If the package is not accepted or retrieved within 14 days, it will be sent back to us and recorded as an unclaimed package and you will be charged accordingly.

## **RETURN**

We offer a 30- day return policy which starts from the day you receive your order. If you as a customer want to use your 30-day return policy, the product must be unused, the packaging must be intact, and the item must also be in good condition. **Please note that any personalised items can not be returned.**

If you want to return one or several items to us, please contact CLAY by Tina Marie: info@claybytinamarie.dk or call us +45 4182 8333

If we have sent the wrong or a defective item, we will of course pay the shipping fee. It is not possible to change a product with another that's why you have to order the new products through [www.claybytinamarie.dk](http://www.claybytinamarie.dk) . Please note that any returned item must be sent back to:

CLAY by Tina Marie

Birkevej 3

5462 Morud

Denmark

## **CANCELLATION**

Cancellation (only applies to consumers) [www.claybytinamarie.dk](http://www.claybytinamarie.dk) gives you the right to withdraw any product within 30 days. The withdrawal period will expire 30 days after you have received your order. To exercise the right of withdrawal, you must inform us about your decision to

withdraw from the contract via email. You can use the following model withdrawal form but it is not mandatory. The cancellation deadline is met if you send your notice of his withdrawal before the withdrawal period has expired.

### **The right of withdrawal is not to use for personalised products**

#### **STANDARD FORM FOR WITHDRAWAL**

TO:

CLAY by Tina Marie

Birkevej 3

5462 Morud

Denmark

info@claybytinamarie.dk

I / we hereby give notice that I / we want to withdraw in my / our purchase agreement on the following items:

Ordered on:

Received on:

Name:

Address:

Email:

Date:

#### **EFFECTS OF WITHDRAWAL**

You have to pay the costs associated with the returning of the item to us. The product must be sent without undue delay. We recommend that you save the receipt as proof that you have delivered the package to the post / carrier. You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and the way they work.

If you have taken the product in use beyond what is necessary to ascertain the nature, characteristics and the way it works, we reserve the right, in a specific assessment in each case, to reduce the repayment or denying the refunding...

#### **NOTE:**

You can lose the amount of your purchase, in whole or in part. This happens if the product is impaired because:

- You have actually taken the goods in use.
- It has been damaged while you were responsible for it.
- You have handled product otherwise than was necessary to enable you to determine the nature.

## **INCOMPLETE OR WRONG ITEM**

If your item is defective, or we have delivered incorrect items, please contact us. If you already notice any lack or default at the time of delivery, you should refuse to accept the delivery. When you call us, please provide the order number and describe what is wrong with the product. In case of a defective or damaged item, documentation has to be mailed to our customer service. This is mandatory and can not be waived.

You are not responsible for costs associated with the return of defective goods or incorrect goods. We will refund, of course, the purchase price and original shipping costs when we receive the product. If you want us to deliver a similar product to you and if we are able to do so, we will not refund your original delivery cost.

## **GUARANTEE**

We follow the statutory guarantee rules for failures of the goods. If there are errors, the customer is requested to immediately contact us and tell us about any obvious material or production defects on the products delivered - this also applies to transport damage. If you notice any problems with the materials, manufacturing or any transport damage, you are asked to send some documentation to us.

## **SECURITY**

We use STRIPE SSL (Secure Socket Layer) for all card transactions. The transactions are encrypted. We always check the validity of the card, and if there are funds for the purchase price. CLAY by Tina Marie reserves the right to refuse credit card purchases.

## **PERSONAL DATA**

At CLAY by Tina Marie, we are very aware of the need for appropriate protection and management of any personal information that we receive. CLAY by Tina Marie is responsible for the processing of your personal data.

CLAY by Tina Marie regulates continuously its Privacy Policy in accordance with internal processes and proper alignment with the law. CLAY by Tina Marie treats your personal data confidentiality. Please read our Privacy Policy which explains how we use the personal information you provide to us in connection with the ordering process and your use of claybytinamarie.dk in general. The personal data given to us during the purchase are used to conclude the agreement, to maintain our customer relationships and to manage marketing activities carried out by CLAY by Tina Marie.

To carry out orders, it is necessary to transfer information to third parties. CLAY by Tina Marie transfers personal data to carriers for the passage of delivery and notification. CLAY by Tina

Marie does not sell or never submit personal information for marketing activities from other companies than CLAY by Tina Marie.

## **COOKIE POLICY**

Please see more here

## **AGE LIMIT**

CLAY by Tina Marie does not deal with persons under the age of 18 since, by law, you have to be of legal age to conclude an agreement.

## **RESERVATION**

CLAY by Tina Marie is not responsible for any errors in images and texts as well as prices on claybytinamarie.dk

## **Force majeure**

CLAY by Tina Marie`s obligations are repealed under force majeure. If there is force majeure for more than 2 months, both the customer and we have the right to terminate the agreement without any obligation of compensation. With force majeure, we mean illness, transportation disruptions, import / export, whether this occurs in the company or its suppliers.

## **LAW AND VENUE**

Any agreement made between us is subject to British law. Any dispute arising in connection with our agreement, including its existence or validity, shall be brought before a competent court in Denmark.

## **COMPANY INFORMATION**

CLAY by Tina Marie

Birkevej 3

5462 Morud

Denmark

info@claybytinamarie.dk

Tlf: +45 4182 8333

CVR-nr.: 41645245

## **PRIVACY POLICY**

## **Introduction**

CLAY by Tina Marie protects your personal privacy when you use our services. Therefore, we have prepared a policy describing how we handle and protect your personal data. This policy will always be able to be changed, so pay attention to always check what is applicable. The latest version of this Privacy Policy is always available on [claybytinamarie.dk](http://claybytinamarie.dk)

This Privacy Policy applies solely to private customers using our online service.

## **Who is responsible for your personal data?**

CLAY by Tina Marie is the data controller for the processing of your personal data and carries the responsibility for ensuring that your data is handled properly in accordance with applicable law.

## **Where do you store my personal data?**

The personal data collected from you will be stored within Europe. We will only disclose personal data to a third party if this is required by law. CLAY by Tina Marie could also disclose your personal data to a third party in the situations which are listed at the bottom of this Policy.

## **Which personal data is collected?**

We collect and store information about you that you provide to us, for example name, address and mobile number as well as information on how to contact you (via email and / or SMS). We also collect information about your purchases such as purchased goods, price, date and retail and any returns. If you participate in an event or contact us, we also collect your personal information on that occasion.

## **How do we use your personal data?**

We use your personal data for the following purposes:

- To establish your identity
- To process your orders and returns
- To contact you with messages on deliveries, or if there is a problem with the delivery of your products
- To answer your questions by e-mail or via customer service
- To analyse and segmentate for targeted campaigns
- To inform you about events if asked for
- To invite you to events if asked for
- To test and improve our systems and to offer services
- To prevent fraud or abuse of our services
- To allow you to participate in our competitions

## **Conservation**

We do not store your personal data for longer than is necessary to fulfil the purposes described above or than what we are required to by law. Then, your personal data will be deleted.

## **What are your rights?**

If you believe that your personal data as CLAY by Tina Marie has been faulty, examined or has been processed in violation of the law, you have the right to request that personal data are corrected, blocked or deleted. You do this by contacting our customer service. CLAY by Tina Marie in some cases are legally obliged to - and in some cases legally entitled - to undertake the processing of your personal data despite the fact that you may have requested these to be deleted. You may at any time revoke or modify the consents you have provided or ask not to receive further promotion either via customer service or through the material we emit.

## **Who has access to your personal data?**

Your personal data will not be transferred or sold to a third party for advertising purposes. Your personal data will, however, be disclosed to a third party if this is necessary to provide services to you, for example for suppliers, enabling them to be responsible for the transport of ordered products or analyze your personal data for distribution of offers. In countries where it is possible, your personal data could also be disclosed to a third party with the aim to update the name and address through a national register or other public register.

## **How do we protect your personal data?**

CLAY by Tina Marie takes the technical and organizational security measures, as required under the law, to ensure that your personal data is not tampered with, lost or destroyed, or that unauthorized persons can not access them. Our security procedures are changed continuously in line with technological development.

All transactions made via the website with the use of your personal data will be encrypted using SSL (Secure Socket Layer).

## **Cookies**

Read more about cookies under "Cookie Declaration"

## **Social Plugins external links**

There may be links to external websites on claybytinamarie.dk. These are not covered by this Privacy Policy. CLAY by Tina Marie takes no responsibility for the contents of the websites linked from claybytinamarie.dk.

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The policy is effective from oktober 2020