

# *Terms and conditions – Mochua Print and Design Ireland*

## **Information about us**

This page (and any other documents that are referred to on it) contains the Terms and Conditions on which we supply any of the products listed on our website <https://www.mochuaprint.ie>.

Please read these Terms and Conditions carefully before ordering any products from our website. You should be aware that by ordering any of our products, you agree to be bound by these Terms and Conditions. If you have any questions or feel unsure about any of the content please contact Customer Service before placing an order. Print the Terms (using the PDF option) and keep a copy of them for your reference.

We have written these T&C's with the consumer in mind and have tried to make them as easy to understand as possible. To further enhance your understanding of the terms we have listed some words that are widely used throughout the document.

Here's the terminology:

- "Contract" means any purchase of items from our site between us and you for which these T&C's are used for.
- "Conditions" means the standard T&C's of the sale, including the Returns Policy and any special terms and conditions confirmed in writing by us.
- "Goods" means the products or services which we have sold to you in accordance with our T&C's.
- "We" means Mochua Print & Design, and "us" and "our" shall hold the same meaning.

Within these T&C's we shall use headings to aid your understanding of the document.

If you need to contact us, please contact our Customer Service by email at [info@mochuaprint.ie](mailto:info@mochuaprint.ie) or fill in our online contact form.

Any transaction you enter into with us through our website is entered into with Mochua Print & Design our legal entity which owns and operates this website for Mochua Print & Design

Our official company address is:  
ETS Printers Ltd  
t/a Mochua Print and Design  
Unit 3 Clonminam Business Park  
Portlaoise  
Co. Laois

Our VAT number is IE9698166T, and our company is registered with the IRISH CRO's office under number 466146.

All payments by the aforementioned entity are processed by Payzone Ireland Ltd.

#### **About the use of this website and our communication**

Accessing our website means that you automatically agree to our Terms and Conditions. If you do not agree with them then please do not use our website and leave it. Our website is provided to you for your personal use only.

We have made every effort to display the products as accurately as possible but cannot guarantee that the product images you see displayed on your screen are a totally accurate representation of the actual merchandise due among other reasons to the technical difference in monitors or screens you may use along with the fact that all items are personalized.

By placing an order through our website, you confirm that you are legally capable of entering into binding contracts, that the personal information which you provide when you register as a customer and place an order is true, accurate, current and complete in all aspects, and that you do not impersonate any other person.

We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represent the full functionality, accuracy, and reliability of the website.

As part of our effort to make further improvements to our services we provide to our customers telephone calls with and by us may be recorded or monitored. We also may monitor incoming and outgoing emails.

Our employees and agents are not authorised to make any representations concerning the goods unless confirmed first by us to you in writing. When placing an order with us you acknowledge that you have not relied on any such representations which are not confirmed.

All specifications, drawings and particulars of weights, sizes and performance issued by us are approximate only.

#### **Making a contract with us**

When you place an order with us, you are making an offer to buy goods. After receipt of your order we will send you an order acknowledgment email detailing the products and prices you ordered. If you do not receive such an email within 24hrs of placing your order please contact our Customer Services.

The order acknowledgment email is an acceptance of your order. Acceptance of your order and formation of the contract will only take place once confirmation has been sent. We will send you a dispatch confirmation email when the products you have ordered have left our warehouse along with a tracking number to track your order. If your order has not been accepted you will receive an email from us telling you the reasons why.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will then not receive an e-mail acknowledging your order and there will be no contract between us. If the goods you order are not available, we may

supply you with substitute goods. If you decide not to accept these you will not have to pay to return the goods to us.

### **Pricing policy**

All prices shown in the website are in {{shop\_currency}}. Where applicable, price may change from time to time. In case we use a special sale offer price please note that this might be a limited period offer. The price for goods remains the same regardless of the country of delivery.

We take great care in providing you with the right product information and prices. In the unlikely case that an error in pricing appears in goods that you have ordered we will inform you as soon as possible. However we shall be under no obligation to fulfil an order for a product that was shown at an incorrect price. In such a case we will contact you by email.

### **VAT**

All prices shown in the website are inclusive of VAT.

### **Delivery charges**

A charge will be made to cover postage and packaging on all orders. The delivery charge is not included in the product prices shown.

### **Payment**

We accept Visa Debit/Credit, Master card, American Express payments and Bank transfer. We take payment from your card at the time we dispatch your order.

All credit card and debit card holders are subject to validity checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

Payments made by credit card will only be debited from the users account after the goods have been shipped. Estimated payment dates will be displayed on the user account.

### **Description of Products and Availability**

If an item sells out we will take it off display as soon as possible. If items that you order should be out of stock, or delayed for any reason, we will try to contact you, or if we receive no response to our e-mail we will continue to process the remaining items of your order.

If an offer is subject to a limited period of availability or is made subject to conditions, this will be explicitly mentioned in the offer.

### **Shopping, Registering as a Client and Placing an Order**

We have tried to make shopping with us as easy as possible, e.g. you can filter by type of product. If you would like to place an order, please first register as a customer with us. You will then be given a unique personal log-in name and password combination by email. Your personal details will be stored behind your log-in name and password and can only be accessed and changed by you. As soon as you have a log-in name and a password, you can place an order. You could select your products before you register, but before you can check out you will need to go through the registration process.

After you have registered, if you wish to place an order, select the goods and choose the colour and size you want, and press "Add to shopping cart" button. When you have finished shopping, click on the "Check-out" button. This starts the payment process. Check your details carefully and

enter the address you want your order delivered to.

Once you have placed an order, it will then be confirmed by email. Please check your order and the confirmation thoroughly. It is important that you give a correct and personal email address when you register in order to avoid errors. Please make sure that your SPAM filter does not cause you not getting our messages.

When placing an order you have agreed that these Terms and Conditions apply to such order.

### **Delivery**

When your order has been shipped we will send you a dispatch confirmation by email. This will include a tracking number of your parcel in order to track its progress.

We send the goods that you have ordered through UPS, Fastway or Mochua Print and Design. The place of delivery is deemed to be the shipping/delivery address that you provide in your order.

We aim to process your order within 24 hours. Delivery times are dependent on the product. This will be displayed on the product page.

If you are not at home during the day that will not be a problem: we will deliver your order wherever you want. In this case it is important that you give the right address when placing the order. Please note it's not possible to have your order delivered to a P.O. Box.

If the goods are lost or damaged in transit, please let us know promptly, so that we can make a claim against the carrier. We will offer you the choice of a replacement or a full refund. Please see Returns Policy for further details.

### **Cancellation and Return Policy**

This cancellation policy does not affect your rights when we are at fault – for example, if goods are faulty or miss-described.

All orders can be cancelled up until the artwork is approved for production. At this point we can provide a refund for the order should you wish.

Once your artwork is approved for production, no further changes can be made to the order, meaning we will be unable to cancel or amend artwork or product specifications. This is a strict policy due to our automated production process, as orders are accepted into our production run immediately.

Complaints must be registered with us within 15 days of receiving the order. Longer than this may result in the complaint not being upheld or rejected. We need to be able to verify the issue was a result of our production process or courier mishandling, this is why we need the complaint registered as soon as it is received.

All of our products come personalised to our customers' specification. As a result of which we are unable to accept returns.

### **Faulty Goods**

If there is a problem with the goods please contact us within 15 days to discuss the matter further.

If the goods are found to be faulty upon delivery, you may reject the order and claim a full refund once we have received the order back. If the fault is found later on, or if you delay in making a complaint beyond the 15 days specified, you may not be entitled to a repair or replacement. If the complaint is registered with us within the specified time frame, and a replacement is not available, you may claim a part or full refund of your money back if the complaint is deemed valid.

Please see Returns Process for further details.

No claim for faulty goods can be made if any of the following applies: damage caused deliberately or negligence, improper use or careless maintenance, normal wear and tear, damage caused by not heeding, or incorrectly heeding the user/washing instructions.

### **Returns Process**

If you want to return any faulty products in line with our Return Policy, please contact us at [marketing@mochuaprint.ie](mailto:marketing@mochuaprint.ie). When returning the goods you are required to fill out the Return document that we will have included with your order.

We will reimburse the amount you paid for your purchase with us to your account within 30 days.

In the event that the wrong product has been sent to you, we will refund the amount you paid for your purchase with us including the original shipping costs. Any costs incurred on your behalf for the return of the wrong item shall also be refunded by us once we have received the goods from you.

### **Ordering from outside Ireland**

If you order products from our Irish website for delivery outside Ireland they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. We will not be held liable for any delay in delivery due to parcels being held for inspection by customs.

You are responsible for ensuring that the product you have ordered can be lawfully imported into your desired country. When ordering from us, you are classed as the importer of record and must comply with all laws and regulations of the destination country. We advise you to make any necessary checks in relation to this before placing your order.

We will not be liable for any breach by you of any such laws. You agree that if any liability is incurred by us because of this you will reimburse us for any costs, damages and expenses to us in connection with any such claim.

### **Payment**

Payment from outside Ireland may be made by any of the methods indicated on our website. Payment shall be made in the currency relevant to the country of delivery. Please view our Payment Page. The exchange rate will be set by your bank or credit card provider who may also

charge you an additional administration fee.

All payments are processed by Payzone Ireland Ltd

### **Complaints Procedure**

We do our utmost to provide you with the best information, products and services possible. In the case you do have a complaint or other comment to make please contact us by telephone, email or post at the earliest possibility clearly explaining the feedback you have. We aim to reply within 24hrs.

### **Data protection, privacy and security**

For information please see our separate document on Data protection, Privacy and Security.

### **Copyright**

This website's content (including text, design, layout, images, and videos) are protected by copyright and are the property of Mochua Print and Design. Any use other than for your own personal and non-commercial use in line with the transactions and communications between you and us is not allowed without our express written permission.

### **Liability and Indemnity**

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Our liability for losses you suffer as a result of us breaking these Terms and Conditions is strictly limited to the purchase price of the product you purchased. Except as set out above and in relation to our contractual obligations to supply goods and/or services following acceptance of orders placed on our website, neither we nor any of our agents, affiliates, directors, employees or other representatives will be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use of the website.

We shall not be liable for any indirect, or consequential loss of whatever nature, including damage to software or hardware, loss of income or revenue, loss of data, damage or loss of business, loss of profits or contracts, loss of anticipated savings, waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or any other indirect or consequential loss arising out of or in connection with your use of the website (including without limitation, any such loss arising out of or in connection with any order placed on the website, whether or not accepted by us).

You agree to indemnify us and our agents and officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by you. We may terminate your use of the website immediately if we consider that you have breached these Terms and Conditions.

### **Jurisdiction**

These Terms & Conditions and all matters connected with any order you place on our website are governed by Irish law and you agree to submit to the exclusive jurisdiction of the Irish courts in relation to all matters connected with, or arising out of, the website or any order you place on the website.

All dealings between us in connection with our T&C's and each purchase shall be carried on in the English language.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

### **General**

These Terms apply to our information and offer to you, the agreement between us and any related communication. We may change our Terms and Conditions at any time, so please do not assume that the same terms will apply to future orders.

In the event of any of these Terms and Conditions to be invalid or unenforceable the remainder of these Terms and Conditions will remain in place. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control which includes any strikes, civil commotion, terrorist attack or threat of terrorist attack, , fire, explosion, flood, other natural disaster, impossibility of the use of public or private transport, impossibility of the use of public or private telecommunications networks or any acts, decrees, legislation, regulations or restrictions of any government.

If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.