

Terms and Conditions

In these Terms and Conditions "we" and "us" mean TUD TOY GIFTS TRADING CO LLC, and "you" means you the customer. These Terms and Conditions together with your Order constitute the entire Contract between us and you for the supply of products. The Contract cannot be varied unless we agree to vary it in writing or by email.

These Terms and Conditions govern your use of this website (<https://tudtoy.com>) and the purchase of any products offered on it. Please read them carefully before placing an order. By using this website, you agree to be bound by these Terms and Conditions.

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

1. About us

1.1. Tudtoy.com is an online platform for the sale of collectible art toys (hereinafter referred to as "products, product"). Based in Dubai, The Ugly Duck (TUD) company is an international brand that specializes in crafting limited collectible characters at the intersection of art and interior design, such as toys.

1.2. Please note that the <https://tudtoy.com> is intended for consumers to purchase items for personal use, not for resale or commercial use.

2. Ordering and Payment

2.1 You can place an order by selecting the desired product and following the checkout process.

2.2 We accept various payment methods as displayed on the checkout page. Your payment information is transmitted securely using industry-standard encryption.

2.3. By placing an order with us you agree that:

- a) Any information provided by you will be true, accurate, current and complete;
- b) You are the authorized holder of any credit or debit card you may use on the website;
- c) You will notify us immediately of any changes to any information you have submitted to the website;
- d) We may collect, store and use information about you in accordance with our Privacy Policy;
- e) You will only use the material on the website for your personal use only, and not for any commercial purpose whatsoever;
- f) E-mails sent will be deemed as read, it is your responsibility to ensure that the email address supplied is accurate and capable of receiving our e-mails;
- g) Products are for personal, domestic and private use only.

2.3 Your order confirmation will be sent to the email address you provided.

2.4. Orders are subject to availability and verification. We reserve the right to cancel your order for any reason, including but not limited to: insufficient stock, payment issues, or suspected fraudulent activity.

2.5. Order cancellations by us will result in a full refund to the original payment method. However, we are not liable for any additional fees or charges incurred by the customer due to the cancellation.

2.6. Customers are responsible for reviewing their order details before confirmation. Once an order is confirmed, changes or cancellations may be subject to fees or be denied at our discretion.

2.7. Additionally, we reserve the right to discontinue or limit the availability of any product at any time without prior notice.

2.8. We endeavor to present the most recent, most accurate and most reliable information at all times. However, there may be occasions when some of the information featured may contain incomplete data, typographical errors or other inaccuracies. We try to ensure that all pricing is accurate but occasionally an error may occur and goods may be incorrectly priced. Any errors are wholly unintentional and we apologize if erroneous information is reflected in the price or availability.

2.9. We will not be obliged to supply goods at the incorrect price. We present our content "as is" and make no claims to its accuracy, either expressed or implied. We reserve the right to amend errors or to update product information at any time without prior notice.

3. Prices and Shipping:

3.1. Product prices are displayed in USD and include applicable taxes. Shipping costs are calculated at checkout based on your location and chosen shipping method.

3.2. While we strive to maintain consistent pricing, we reserve the right to adjust the price of any product at any time and without prior notice.

3.3. We will always display the most up-to-date price for each product on its individual product page. You are responsible for verifying the price at the time of purchase.

3.4. We offer various shipping options, each with estimated delivery times. Please note that delivery times are estimates and may be affected by unforeseen circumstances.

3.5. Import duties or taxes may apply for international orders. These are the responsibility of the customer. If you refuse to pay any Import Duty / Tax / VAT imposed and thereby prevent delivery of your order you will remain liable for the purchase price of the product/s and any Import Duty / Tax / VAT or penalty imposed by your government.

4. Discounts

4.1. All discounts offered by us are subject to availability and may be modified or discontinued at any time without prior notice.

4.2. Discounts may be restricted to specific products, categories, or customer groups as determined by us. Eligibility for discounts may require specific actions or conditions, such as signing up for a newsletter, exceeding a minimum purchase amount, or using a specific promo code.

4.3. Discounts cannot be combined with other promotions or discounts unless explicitly stated otherwise. Discounts will be applied in the order specified by us.

4.4. Discounts may not apply to taxes, shipping costs, or other fees.

4.5. Discount codes are case-sensitive and must be entered exactly as provided. Lost or expired discount codes will not be reissued.

4.6. We reserve the right to cancel or modify orders that use invalid or unauthorized discount codes.

4.7. Any misuse or abuse of discount policies, including sharing codes with unauthorized individuals or attempting to apply ineligible discounts, may result in order cancellation, account suspension, or other actions deemed necessary by us.

5. Returns and Refund

5.1. You are eligible to return a product within 14 days of purchase. The product must be in its original packaging, with all parts and accessories included.

5.2. In the event you wish to return the product, the return shipping shall be at your expense.

5.3. In the event that you have received damaged or defective product, the return or replace will be at our expense. The damage must not be caused by misuse, normal wear and tear, or improper assembly. You will be required to provide evidence of the damage or defect, such as photos or videos.

5.4. Before initiating any return, you must first contact our customer service team. Failure to do so may result in delays in processing your return or even its rejection.

5.5. Once we receive the returned product and verify the damage, we will issue you a full refund or replace the product with a new one, at your preference.

5.6. If you return an order that was placed with a promotional code, discount, or offer, you'll be refunded for the amount you paid after the discount was applied.

5.7. We reserve the right to deny the return of any product, even if it meets the general return criteria, in the following circumstances:

- Damage or wear caused by customer misuse: This includes improper handling, use for unintended purposes, failure to follow instructions, or exceeding capacity limits.
- Unreasonable return timeframe: Returns must be requested within 14 business days of receiving the product.
- Missing or damaged original packaging: Products must be returned in their original packaging, in good condition, including all documentation and accessories.
- Evidence of tampering or alteration: Products that have been altered, modified, or tampered with are not eligible for return.
- Suspected fraudulent activity: We reserve the right to deny returns suspected of being fraudulent or in violation of our policies.

5.8. We may require additional information or documentation to process your return. It may take up to 14 business days to process your return and issue a refund or replacement.

6. Intellectual Property

6.1 All content on tudtoy.com, including the website design, product descriptions, and images, is owned by us and is protected by intellectual property laws.

6.2 You may not use any content from tudtoy.com for commercial purposes without our written permission.

6.3. The purchase of a product does not grant you any rights to the intellectual property associated with it.

6.4. We reserve the right to take legal action against any violation of its intellectual property rights.

7. Limited Warranty and Disclaimer

7.1. Our products are made with high-quality materials, but we cannot guarantee their durability against normal wear and tear or misuse.

7.2. We offer a limited warranty against manufacturing defects for 14 days from the date of purchase. Please contact us if you experience any issues within this timeframe.

7.3. We are not liable for any damages caused by the improper use or handling of our products.

7.4. We are not liable for any damages resulting from the use of our products, including any incidental, consequential, or punitive damages. This includes, but is not limited to, damage to property, personal injury, or economic loss.

7.5. You assume all risk and liability associated with the use of our products. This includes any potential allergic reactions, choking hazards, or other unforeseen issues.

7.6. While we strive to provide accurate and high-quality images of our products, there may be slight variations between the image on the website and the actual product. These variations may be due to:

- **Lighting and photography:** Despite our best efforts, lighting conditions and photography limitations can slightly alter the appearance of the products.
- **Device variations:** Colors and details may appear differently on different screens and devices.
- **Minor details:** The images may not capture every intricate detail of the nature of our products.

7.7. We encourage you to carefully review the product descriptions and additional information provided for each toy. If you have any specific concerns or questions about the appearance of a product, please contact us before placing your order.

7.8. By purchasing from us, you accept that the product you receive may differ slightly from the website image in these respects.

7.9. However, if you are significantly dissatisfied with the minor discrepancies between the image and the actual product, please refer to the Clause 4 hereof for further information.

7.10. You expressly agree that the products are provided "as is" and without any warranty of any kind, express or implied. We disclaim all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose.

8. Termination

We may terminate your access to the Website for any reason, including but not limited to:

- a) Violation of these Terms and Conditions, including any specific policies or guidelines listed within.
- b) Engaging in fraudulent or illegal activity.
- c) Abusive or disruptive behavior towards other users or customer service representatives.
- d) Failure to pay for ordered products or services.
- e) Violations of intellectual property rights.
- f) Attempts to manipulate or exploit website functionality or promotions.
- g) Providing false or misleading information during account creation or order placement.

9. Force Majeure

To the extent permitted by law, we are not liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond our reasonable control, and we shall be entitled to a reasonable extension of time for the performance of such obligations.

10. Governing Law

10.1. TUD TOY GIFTS TRADING CO LLC and the customer agree to make a good faith effort to resolve any disputes arising out of or relating to these Terms and Conditions through good faith negotiation. This includes communicating clearly and respectfully, providing relevant information and documentation, and exploring all potential solutions in a collaborative manner.

10.2. These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates.

10.3. You agree to submit to the exclusive jurisdiction of the courts of the United Arab Emirates for any dispute arising from or relating to these Terms.

11. Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the Service and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Changes to Terms

12.1. We may modify these Terms at any time by posting the amended Terms and Conditions.

12.2. Your continued use of the website after any changes to the Terms and Conditions constitutes your acceptance of those changes.

12.3. If you do not agree to the revised Terms and Conditions, you must cease using the website.

13. Contact Us

If you have any questions about these Terms or the Service, please contact us at support@tudtoy.com