

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale set out the entire agreement between TARUN TAHILIANI and any person regarding the purchase of TARUN TAHILIANI products (Goods) from our boutique(s) in India. By purchasing or placing an order for Goods from us, the Customer confirms his/her unconditional acceptance of these terms, to the exclusion of any other terms that the Customer seeks to impose or which are implied by trade, custom, practice or course of dealing.

1. PRICE

The price of the Goods shall be the price quoted by TARUN TAHILIANI at time of purchase inclusive of GST.

2. PROPERTY

Any Goods purchased from a TARUN TAHILIANI boutique shall be paid for in full at the time of purchase and /or collection and all Goods remain the property of TARUN TAHILIANI until full payment has been received.

3. BILLING

The Customer must provide any GST billing details prior to bill generation. Once the invoice has been generated, no changes can be made to the same.

4. RETURN OF GOODS

Any Goods purchased from a TARUN TAHILIANI boutique will not be eligible for Exchange or Returns.

5. CREDIT NOTE

A credit note, if issued by any of our boutiques on an exceptional basis will be valid for 1 (one) year from its date of issue. In this case, all goods must be returned unused, in their original condition together with the outer packaging and protective dust covers. Please be aware that the staff at TARUN TAHILIANI will undertake a detailed inspection of the Goods at the time of return and in the case of dispute.

6. SPECIAL ORDERS

Any special order which TARUN TAHILIANI accepts cannot be cancelled by the Customer. The price of the special order Goods shall be the price quoted by TARUN TAHILIANI at the time of order, inclusive of GST. A minimum deposit of 80% of the sale price is required at the time of order. Special orders are accepted subject to availability and the delivery times are estimates and are not guaranteed. If for any reason TARUN TAHILIANI is unable to complete any special order it will notify the Customer as soon as possible and shall refund the deposit in full.

7. DELIVERY

7.1 We will take reasonable steps to meet the estimated delivery date. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will inform the Customer immediately if we become aware of an unexpected delay.

7.2 The delivery period is automatically extended in case of force majeure, which includes any act, event, non-occurrence, omission or accident beyond our reasonable control including strikes, civil commotion, riot, invasion, terrorist attack, war fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster leading to impossibility of the use of any transport facilities, shortages of raw materials, problems with manufacturing and shortages of supply.

7.3 Where TARUN TAHILIANI agrees to deliver a Customer order the Goods must be paid for in full prior to dispatch together with all delivery and shipping charges, if any. The final shipping and handling charge, if any, will be confirmed by the Boutique Manager.

7.4 Goods shall be delivered only on payment of all dues. Failure to collect goods on time (within 3 weeks from date of intimation of goods being ready) shall absolve us from all liabilities towards deterioration and other damages, if any, including misplacement.

8. ALTERATIONS AND REPAIRS

8.1 Goods returned by a Customer to a TARUN TAHILIANI boutique for alterations and repairs will be subject to a repair charge at prevailing rates. Wherever possible, the Customer will be advised of the cost of the alteration/repair at the time the Goods are returned and given an estimate of the time required to complete the alteration/repair. Shipping charges, if any, will be borne by the Customer if the product has been purchased over six months from date of repair/alteration requested.

8.2 This is an estimate of the time required to complete the repair but it is not guaranteed. TARUN TAHILIANI does not carry out repairs free of charge other than for Goods that are subject to a manufacturing defect and on condition that such Goods are returned within a reasonable period of time (maximum 6 months) after purchase. Any item to be repaired will have to be delivered to and collected from any of our store locations across India or our headquarters, as advised by the Store Manager, at the Customer's own cost.

8.3 Any Goods which the Customer considers to be faulty will be subject to inspection. Customers will be issued with a repair ticket and the repairs will only be returned to the Customer upon presentation of the original repair ticket and subject to full payment of the cost of repair.

9. DESIGN

Our Designs are crafted using various embroidery and dyeing techniques by our skilled artisans, partly or entirely by hand, hence, some variation from piece to piece, can be expected. Certain textures and slubs are inherent to the look of fabrics. We may require a minimum of two trials before delivery. Designs or styles can be modified aesthetically at the discretion of our designer. Orders once placed cannot be cancelled.

10. LIMITATION OF LIABILITY

TARUN TAHILIANI's liability shall be limited to the price paid by the Customer for the Goods and TARUN TAHILIANI shall not be liable for any consequential losses. Nothing in this agreement excludes or limits in any way our liability for death or personal injury caused by negligence or otherwise affects your statutory rights.

These terms shall be governed by Indian law and both parties agree to the exclusive jurisdiction of the Indian courts.