

Terms and Conditions

Futiro Website

Company Details

Futiro Ltd, Galway Technology Centre, Mervue Business Park, Galway, Ireland
Registered in Ireland: Reg No: 409971
VAT Reg No: IE 9572994H
Email: info@futiro.com

Terms and Conditions

The following are the terms and conditions for use of the Futiro website or any Internet site to which it is linked (the "Website"). A contract shall be subject to the version of Futiro's general terms and conditions applicable at the time the contract is concluded. Any conditions on your part that contradict or deviate from these general terms and conditions do not form part of the contract unless expressly agreed in writing by Futiro. These general terms and conditions are available on request. (info@futiro.com)

This Website is for use by people who are 18 years and over only.

In terms of these Terms and Conditions and all documents on this website, the official version is the English language version. Any other language versions that may be posted on the website are done so for information purposes only.

1. Website, Conditions for Use

You are entirely responsible for any and all activities that occur under your Account which is provided to you by PayPal™ who manage the transactional element of the website. You agree to notify us immediately of any unauthorised use or any other breach of security. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your usage, including the content of your transmissions through the Website.

2. Website, Your Privacy and Data Use

Your data will be held and/or transferred in strict accordance with the applicable data protection laws. For payment purposes, data is maintained by PayPal™. The conditions governing the management of data by PayPal™ are available at the PayPal™ website.

3. Website Content

All information, designs, drawings and other specifications provided on the Website are the exclusive property of Futiro. You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to you by the Website, by us, or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any copying, transmission or re-transmission of the same requires the prior written approval of Futiro.

We reserve the right at all times to place advertisements and promotions on the Website. Advertisers and sponsors on the Website are solely responsible for complying with all local, national, state and international laws (where relevant) and we exclude all liability howsoever caused therefrom.

4. Price, Shipping Costs and Taxes

The price shall be determined at the time of ordering.

Prices shown for delivery to customer addresses within the European Union and

Switzerland are subject to value added tax. Futiro is registered in Ireland for VAT purposes. The tax rate on the order is determined by the country of residence of the Purchaser. Orders from EU countries and Switzerland are subject to the value added tax rate of Ireland.

For countries other than EU and Switzerland, value added tax is not charged. It is the responsibility of the customer to pay the appropriate taxes, duties and other charges in his country of residence.

Delivery and shipping costs are determined by the type of delivery selected by you at the time of ordering and the shipping address. These costs are separately indicated both before the order is placed (on the Website) and when you receive confirmation of the credit card transaction by email from PayPal™.

The price listed on the Website will normally be as stipulated at the time when you place your order on the website. We are however entitled to make adjustments to the price to take account of any increase in our supplier's prices, or the imposition of any new taxes or duties, or if due to an error or omission the price for the products on the Website is wrong.

5. Contract

In sending an order, you declare your binding intention to purchase the goods contained in the shopping basket. The offer is accepted by the Futiro in an order confirmation sent by email. This normally takes place within 24 hours of receipt of the order by Futiro. The contract comes into effect upon receipt of the order confirmation by you. You are obliged to contact Futiro if you do not receive confirmation within three working days of placing an order and are in any case committed to this offer for a maximum of 7 days.

5. Delivery

We will endeavour to deliver the Products to you within 3-5 working days, where this is practical. However, products are subject to availability and delays may sometimes occur that are outside of our control. Any dates specified for delivery are therefore approximate only. If delivery is delayed for more than 21 days, you have the right to contact us and refuse to accept the products. In these circumstances, we will refund any money paid by you for those Products and any delivery monies you have been charged. However, we will not be responsible for any other losses, costs, damages or charges that you may suffer if we delay in supplying or do not supply those Products. At the time of delivery you may be required to validly sign-off on the delivery of the Products, after which time the Products become your sole responsibility.

To avoid unnecessary charges and shipping delays, please ensure that shipping information is accurate at time of order.

Any orders that are refused or are undeliverable will be charged shipping fees and a restocking fee of 10% of the invoiced amount. Any fees or charges from the company making the delivery will be passed to you. Every effort is made to pack your goods to prevent damage during shipping; however, if damage does occur, you must notify Futiro within 24 hours of receipt of package. We reserve the right to request that you return the complete product and packaging to us or to have it inspected by the carrier at your address. Credit may not be issued if the complete package and product is not available or returned as requested. If your claim is approved the monies paid by you for the products and shipment(s) will be refunded. If your package arrives visibly damaged, please ask the person making the delivery to make a note of the damage at time of delivery.

6. Right of Withdrawal

When you purchase online, you have a statutory right to return a Product (other than perishable produce) up to 7 days after your order has been delivered (cooling off period).

We can cancel an order up until it is dispatched. If the order has been dispatched, you can return the product to us and we will organise a refund.

7. Returns

Before a product that has been bought online may be returned for any reason you must contact Futiro by email giving details of the purchase and the reasons why the return is requested. If you are claiming a defect with the product that may be covered by warranty, Futiro reserve the right to attempt to carry out the procedures as set out in the warranty conditions. (The terms of the applicable warranty are set out in the website – EU and Non – EU.) Should Futiro authorise the return by you we will give you the instructions to do so and give an “RMA Number” (Return Materials Authorisation number) which must be available with the returned product. If a product is returned without prior approval from Futiro (or without the RMA Number with it), or should the returned goods be incomplete or in a damaged condition, the Futiro reserves the right to make a corresponding reduction in payment. The cost of returning the product shall be born by you, unless the goods supplied are returned because of incorrect delivery or they are found to be defective.

8. Accordance with Specification

Many of the products are of a technical nature and it is not always practical to publish detailed specifications of all the products and keep specifications completely up to date. All descriptive matter, drawings, pictures, colours, specifications and advertising on the Website are for the sole purpose of giving an approximate description of the products.

9. Safety

If any manuals, technical or user information or safety instructions are provided with the products, you agree to read and follow carefully all the terms contained therein at all times. Any information contained on the Website is not meant to be comprehensive and if you are inexperienced in using the products or are unsure of your abilities, you should always seek expert advice and assistance.

10. Disclaimer of Warranties

The information contained in the Website is for information purposes only and, although we have made every effort to ensure the correctness of the information contained herein, the information available through the Website is provided "as is" and "as available" and without warranties or conditions of any kind either express or implied. We do not warrant or represent that the use or the results of the use of the materials available through the Website or from third parties will be correct, accurate, timely, reliable or otherwise. We accept no liability in relation to any of the above other than as may be provided for under your statutory rights.

11. Limitation of Liability

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall we be liable to you for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Website, any changes to the Website, any material or data sent or received or not sent or received or for any of the above-mentioned damages that result from the use or inability to use the Products. In no circumstances shall our liability and that of our suppliers to you and/or any third parties for any of the above exceed €200.

12. Contract

No contract will subsist between you and Futiro or any partner store of Futiro for a sale to you of any product or service unless and until Futiro or the Futiro partner store accepts

your order by e-mail confirming that it has dispatched your order. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Futiro sends the e-mail to you (whether or not you receive that e-mail).

13. Modification of Terms

We reserve the right to change the terms of use or policies regarding the use of the Website (including, in particular, those relating to price or availability) at any time and to notify you by posting an updated version of the terms of use on the Website.

14. General

We shall not be liable for any failure to perform any of our obligations under these terms and conditions which is caused by circumstances beyond our reasonable control including, but not limited to any force majeure incident. Our failure to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The section titles in these Terms and Conditions are solely used for the convenience of the parties and have no legal or contractual significance.

Although every effort has been made to ensure the integrity of the website, occasional omissions, typographical errors or misprints can occur. Futiro cannot be held responsible for any misrepresentation associated with any product or price in the website. All trademarks and registered trademarks are the property of their respective companies.

15. Laws

The terms of use shall be governed by and construed fully in accordance with the laws of Ireland. You and we agree to submit to the exclusive jurisdiction of the courts located in Ireland. If any provision(s) of the terms of use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

16. Termination

We may terminate the Website with or without cause at any time and effective immediately. In addition, we, in our sole discretion, may terminate your Account for violation of the letter or spirit of these Terms and Conditions.