

TERMS AND CONDITIONS

Shaarz Cosmetics Terms and Conditions

DEFINITIONS

“**Seller/we/our/us/Shaarz Cosmetics**” means Shaarz Cosmetics Limited Trading as Shaarz, (registered in Zambia, company registration no. 120180010020)

“**Customer or You**” means the person or company to whom this document is addressed.

“**International Customer**” shall mean, “**Customer**” from outside the Republic of Zambia.

“**Website**” shall mean, www.shaarzc cosmetics.com.

“**Online Store**” shall mean the method by which the Customer browses and purchases the products from Shaarz Cosmetics Limited, being the Website and/or the App.

“**Order**” shall mean the submission of an order for products on the “Online Store” by the “Customer”.

1. GENERAL

1.1 These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Shaarz Cosmetics Limited to the buyer hereafter referred as the Customer.

1.2 By placing an order, you agree to be bound by the terms and conditions set out below.

2. YOUR INFORMATION

2.1 You confirm that any personal data you provide when you register an account with us or place an order is true, accurate, current and complete in all respects; and that you will notify us immediately of any changes to the personal data by updating these details on your online account.

2.2 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

3. YOUR ORDER

3.1 To place an order for products on the website, you should add to cart and check out.

3.2 If we are unable to accept your order, we will inform you of this via message (email or WhatsApp) and will not charge you for the product. If we have taken payment prior to non-acceptance of your order then we will refund you, but please note that it can take up to 7 business days for the bank to transfer the funds to you. Non acceptance of an order may be because:

- (a) the product is out of stock;
- (b) we were unable to authorize your payment or your billing information is not verifiable;
- (c) we could not ship to the country or destination provided on the address by you

(d) your order is flagged by our security systems as an unusual order or an order susceptible to fraud;

4. CHANGING YOUR ORDER

4.1 Once you check out, we cannot change your order. This in no way affects your legal right to cancel, as provided in Section 7.1.

4.2 If the products you ordered have already been collected for delivery, we are unable to cancel your order. For unwanted products, you'll need to follow our cancellation procedure set forth in Section 7 and if you would like to add products to an order, you will need to place a new order.

5. OUR PRODUCTS

5.1 Each product purchased is sold subject to its product description. We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct, however, we cannot guarantee the website's accuracy and we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

5.2 The images of the products on our website are for illustrative purposes only. Your product and its packaging may vary slightly from the website images as a result of your device's display of colour.

5.3 If you have any questions or complaints about any product, please contact our customer service team at info@shaarzcosmetic.com or WhatsApp (+260967962090).

6. DELIVERY

6.1 Delivery lead times will vary according to destination and will be confirmed to you once the product is shipped.

6.2 Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments but will work closely with the shipping company to ensure orders are shipped on time.

6.3 It is your responsibility to provide us with a complete and accurate delivery address information. We will not be liable if you supply us with incomplete or inaccurate information.

6.4 You will pay all shipping and handling charges specified during the ordering process. The costs of delivery will be as displayed to you on our website before you finalize your order. you consent to this charge when you submit your order.

6.5 When your product is taken to the shipping company, we will send you a tracking number or waybill and let you know the estimated delivery time as informed to us by the shipping company.

6.6 A product will be your responsibility from the time we deliver the product to the address you gave us. The risk of loss and title for products purchased pass to you upon delivery.

7. RIGHT TO CANCEL; No Returns; Refunds

7.1 All sales are final, non-cancellable and non-refundable unless Shaarz Cosmetic Limited has not sent shipment to shipping company within (5) days or there are product restrictions (as provided in section 9) in your country.

7.2 We do not accept returns of products.

7.3 For any requests for refund, you must contact our customer service team customer service team by writing to us at info@shaarzcosemetics.com info@shaarzcosemetic.com or WhatsApp (+260967962090) including details of:

- (a) your name;
- (b) your geographical address;
- (c) the order number and reason for request;
- (d) your phone number; and
- (e) email address.

In the event your claim is justified, the purchase price and the shipping costs will be refunded.

7.4 Any refunds will be issued based on the original form of payment. If you paid via bank transfer you need to give this information to our customer service staff when you initiate the return so that we can refund the money directly to your account.

8. PRICE & PAYMENT

8.1 The price of the product will be the price indicated on the message (email or WhatsApp) acknowledgment sent by us on completion of your order online. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced online.

8.2 Product prices shown on the website are in Zambian Kwacha or United States Dollars. Product prices shown on the website may change from time to time. Product prices do not include shipping, handling costs or sales taxes where applicable.

8.3 If you choose to pay using a payment card with a currency denominated account that is different from the currency of your order, additional charges and foreign exchange differences may apply. These charges and exchange rates applied are beyond our control.

8.4 Local import duties and additional charge may be payable by you on receipt depending on the location of delivery. You are responsible for any import duties and clearance fees (where applicable) in your country and to check the duties and clearance fees with your local authorities.

8.5 You can find the available payment methods during the checkout process. We accept payment with Visa and Mobile Money.

8.6 Full payment is due upon order placement and you will be charged at the end of the checkout process.

9. PRODUCT RESTRICTIONS

9.1 There may be instances where due to restrictions (legal, or otherwise) or during the COVID pandemic, we are prevented from being able to deliver it to you. We shall not be held

liable in relation to any product that we are unable to sell or deliver to you as a result of such restrictions. In the event that a restriction is enforced after you have placed your order with us, we will do our utmost to notify you as soon as reasonably practicable and refund your payment.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

10.2 IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

10.3 OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.

10.4 The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) shall not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

11. AGE RESTRICTIONS

11.1 By placing an order for a product, you represent that you are at least the age of majority in your country, state or province of residence.

12. SEVERANCE

12.1 If any part of the Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of the terms.

13. LAW AND JURISDICTION

13.1 These Terms of Sale, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with the law of the Republic of Zambia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Republic of Zambia.

The state and federal court sitting in Los Angeles, California shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms of Sale.

14. THIRD PARTIES

14.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15. AMENDMENT

15.1 We reserve the right to change these terms and conditions from time to time but any changes will not apply to any orders placed prior to the change being made.