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example, disclose information about you to, or receive information from your debit card provider or bank.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and **CUTEG** will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with **CUTEG** you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. **CUTEG** retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be **CUTEG** or may in some cases be a third party. Where a contract is made with a third party **CUTEG** is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Delivery

You can find our delivery prices on our website. We will update them from time to time.

When we confirm your order, we will notify you on possible delivery date. You must enter your preferred delivery address at the time you order. If you enter the wrong address, we will resend the product to the correct address but you will have to pay courier fees.

You can cancel your order up to a 7 working days before delivery by contacting **CUTEG** on (Telephone or email).

(c) Pricing and Availability

Prices are quoted in Nigeria Naira. You must pay in the currency in which the Product price is quoted or is selected.

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming

your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled.

If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

There may be unforeseen circumstances in which it is not possible for us to supply a product. If this happens, we will cancel orders for that product. We will refund any sum deducted by **CUTEG** or cancel your payment. We cannot accept liability for any other loss or damage arising as a result of the cancellation.

CUTEG cannot guarantee that a particular Product will always be available.

Where a particular fabric, as displayed on our website, is not readily available, **CUTEG** shall always provide an alternative (similar fabric)

(d) Payment

Payment may be required before the Product is provided and, if not, payment is due from the moment the Order is accepted. Payment may be made by debit card or any other such method as **CUTEG** may introduce as its absolute discretion.

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

CUTEG reserves the absolute right to accept or refuse any payment made in any form.

To maximise security **CUTEG** does not hold any credit/debit card details. They are held by third party payment providers.

Your debit card company may also do security checks to confirm it is you making the Order.

Your statutory rights are unaffected by these Terms.

(e) Out of stock

We will tell you when we expect to be able to deliver your order. We will keep you up to date on progress.

If a product is lost or damaged in transit, contact **CUTEG** on (Telephone and/or email) and we will send you a replacement as soon as possible.

You cannot cancel your order just because delivery is delayed.

We are not responsible for any loss or damage to products after you have received them.

(f) Returns policy

If you receive a damaged or faulty product, you must notify **CUTEG** on (Telephone number or email). We will give you instructions for returning the product and receiving a refund or replacement. You must return the product in its original condition, and ideally in its original packaging. When we receive the product and the conditions of this returns policy have been met, we will give you a full refund or a free replacement. Refunds will be applied to the same account that you paid us from.

If we consider that the conditions of the returns policy have not been met (for example, if the product is not defective), we will not provide you with a refund or replacement and we will return your product to you.

We reserve the right to limit the number of times that we will accept returns from you. If we think that our products or services just won't suit you, we will complete your latest return and advise you that you should look for an alternative Internet service.

(g) Warranty

CUTEG makes no representations whatsoever and gives no guarantees against latent or patent defects in respect of the Products, and all conditions and warranties whatsoever, whether implied or otherwise, are hereby expressly excluded.

The products supplied by **CUTEG** shall be suitable only for the purpose designed and intended and the Customer shall ensure the Products are handled, stored, used, worn or otherwise dealt with in a normal and proper manner, and where applicable, in a manner consistent with the instructions given by **CUTEG**.

No action or claim of whatever nature shall lie against **CUTEG** arising out of or in connection with any defects in, or unsuitability of, any Products.

Other conditions and warranties are excluded

We are not liable to you or any other person for any loss in connection with the use of our website or a linked website, or any products sold via our website. Unless expressly stated in these terms, all other implied conditions and warranties are excluded.

Where our liability cannot be excluded by law, our liability for any breach of such condition or warranty shall be limited, at our option and to the extent permitted by law to:

The replacement of the products or the supply of equivalent products, the repair of the products or the cost of replacing, repairing or acquiring equivalent products; or
the total purchase price paid for the products under these terms.

Disclaimer

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Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with **CUTEG** and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to **CUTEG**.

We have done our best to ensure that the information provided on our website is accurate and current. However we do not make any representation or warranty as to the accuracy or completeness of the information and we don't guarantee that our website is free from errors or faults. We accept no liability for any such inaccuracies, errors or faults.

Finally, we make no warranty that any product will meet your needs.

Changes in these terms

We may vary these terms or any information contained on our website at any time.

Notices

We will send you any notices by email to the address that you have provided. You will be deemed to have received a notice at the time that the email is sent. Please keep your email address information up to date.

Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Indemnity

You agree to indemnify, defend and hold harmless **CUTEG**, its director, employees, consultants and agents, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected by all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

CUTEG operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and **CUTEG**. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of **CUTEG**.