

TERMS & CONDITIONS

As a valued customer of NITCHS, we would like you to be familiar with our trading terms, to ensure that your NITCHS experience is a satisfying one. Please feel free to contact us if you have any further questions.

1. About NITCHS Pte. Ltd.

- a. Your purchase of goods from www.nitchs.com ("website") is subject to these Terms and Conditions of Sale, the Terms of Use, the Returns Policy, the Cookies and Privacy Statement and any Catalogue Terms (collectively referred to herein as "Terms"). If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.
- b. www.nitchs.com is a website operated by NITCHS Pte. Ltd. ("us", "our", "we", "NITCHS"). We are a private limited liability company registered in Singapore (UEN 202200590D). You and NITCHS Pte. Ltd. may enter into a sale contract for the sale and supply of goods or services described in this website, by you making an offer to NITCHS Pte. Ltd. via the website, to purchase the goods and services at the specified price, subject to these Terms.
- c. The NITCHS logo and words are registered trademarks of NITCHS Pte Ltd and used under a limited license by NITCHS.
- d. In these Terms: - "you", "user", "member", and "guest" means anyone who visits and/or uses this website
- e. Reference to a "third party" in these Terms includes a reference to any merchant, contractor of NITCHS, or of any of its related entities, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them.
- f. A reference to the "website" means www.nitchs.com and www.shop.nitchs.com
- g. "Order" means an offer made by you in response to an invitation to treat made by NITCHS via the website. We reserve the right to revise these Sales Terms from time to time at our discretion. Such revisions will be effective immediately upon publication on this website. We recommend you review the terms for amendments each time you use the website and before placing any Order. By continuing to use this website after such publication, you agree to be bound by these Sales Terms as revised. Any changes to these Sales Terms will apply to any Order you place from the effective date of the change. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us.

2. User Agreement

- a. By accessing and/or using the website, you accept these Terms and agree to be bound by them, and an agreement is formed between us and you.
- b. These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following any amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the Terms for amendments each time you use the website and before placing any Order. Whilst we are under no obligation to do so, should we choose to provide you with notice of amended Terms, you agree to receive email notification of the amendments from us.
- c. Cancellation and deletion of Account, to delete your account and your data, please contact us at mailus@nitchs.com

3. Legal Capacity

- a. You must be sixteen (16) years of age or over to purchase goods or services from the website.
- b. Any Order and/or purchase made by you using this website is an acknowledgement by you that:
 - i. You are over the age of sixteen (16) years of age
 - ii. You accept these Terms
 - iii. You agree that you have entered into a legal contract with NITCHS in relation to these Terms
 - iv. These Terms, together with your Order, constitute the entire agreement between you and NITCHS for the supply of goods or services NITCHS reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an Order to be placed, for any loss or damage of any kind NITCHS may suffer as a result of a transaction entered into by a minor or individual below the age of sixteen (16) years of age. Sixteen years of age is derived based on exact calculation of comparing date of birth and today's date.

4. Orders and the Returns Policy

- a. We recommend you carefully preview any proposed Orders before adding them to your cart and proceeding with your Order.
- b. Once an Order has been accepted by NITCHS, no cancellation of that Order is valid unless you receive our written communication permitting the cancelled Order.

- c. Representations of goods or services for sale made by NITCHS via the website do not constitute an offer to sell but an invitation to treat.
 - d. You and NITCHS may enter into a contract for the sale and supply of goods or services by you making an offer via the website to purchase goods at the price advertised on the website by:
 - i. Placing an electronic Order for the goods or services using the website.
 - ii. You confirm the Order details in accordance with the procedure on the website.
 - iii. You making payment in full (plus any applicable delivery and any applicable charges) as stated on the website or cart
 - iv. The acceptance of that offer by NITCHS When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the good(s) or services only when:
 - v. Any and all requirements set out in these Terms have been met, the electronic instruction containing the offer from you enters and is recorded in our database
 - vi. A record is created and stored in our database
 - vii. NITCHS receives in its account full payment from you for the goods or services (including any applicable delivery and any applicable charges as stated on the website or cart) and confirmation of that payment is received by our database
 - viii. NITCHS receives in its account full payment from you for the goods or services (including any applicable delivery and any applicable charges as stated on the website or cart) and confirmation of that payment is received by ourselves or our courier partner(s) if applicable.
5. Our Right To Reject Your Order or Cancel a Contract
- a. Fulfilment of all orders on the Platform is subject to availability. We explicitly reserve the right not to accept your order for any reason. We also reserve the right to cancel a Contract by written notice to you in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled:
 - i. the product is not available / in stock;
 - ii. your billing information is not correct or not verifiable;
 - iii. your order is flagged up by our security systems as an unusual order or an order susceptible to fraud;
 - iv. you are under 16, or under an older age if an older age is permitted under applicable law to enter into an agreement with NITCHS;
 - v. you are a reseller;
 - vi. there was an error in the price displayed on the Platform; or
 - vii. we could not deliver to the address provided by you;
 - viii. due to an Event Outside Our Control
6. Events Outside Our Control
- a. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.
 - b. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Sale:
 - i. We will contact you as soon as reasonably possible to notify you; and
 - ii. Our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
 - iii. Where the Event Outside Our Control affects our delivery of a product to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the products. Please see your cancellation rights under Cancellation above.
7. You acknowledge that:

- a. the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by NITCHS for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications failure, or the omission or failure of third party website providers or systems.
- b. to the fullest extent permitted by law, NITCHS is not liable to you in any way for any loss or damage of any kind, however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason.
- c. NITCHS may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you.
- d. NITCHS may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- e. You will receive a confirmation email or text message from NITCHS as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact us through our email listed on our website, and we may take up to (5) business days to respond to your queries or question(s).
- f. Please note this email does not constitute acceptance of your Order by us but merely confirms our receipt of your Order.
- g. If your Order is not accepted by NITCHS, NITCHS will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.
- h. NITCHS may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, goods or services on the website, or an error of any kind in or relating to your Order.
- i. Any representations made at any time about stock availability are accurate to the last known stock level and are subject to change. If NITCHS cannot supply particular goods, NITCHS will notify you by telephone or email within 5 business days.
- j. Prices shown are in Singapore dollars and include GST where applicable. Prices may not include delivery and any applicable charges; this will be specified on the website during the check-out process. Prices are valid until amended or removed from the website and are subject to change at any time.
- k. Each published saving in respect of goods or services is by reference to the normal ticketed price of NITCHS.
- l. Images of goods shown without any advertised price beside that image are not offered for sale.
- m. Unless otherwise stated, accessories shown in any image of goods are not included in the price.
- n. We reserve the right to correct any errors published on the website at any time.

8. Payment

- a. All payments must be made in full prior to delivery, including any applicable delivery or handling charges.
- b. Payments must be made via the secure payment gateway facilities accessible via the website or any form of payment deemed to be acceptable by NITCHS as stated on our website.
- c. To the extent permitted by law, we will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by you where a credit card or payment account is fraudulently used or is used in an unauthorised manner.
- d. If there is a problem with your payment (for example, if your credit card transaction is declined), we may contact you to make alternative payment arrangements as stated on the website before the Goods are delivered to you.

9. Supply and Delivery

- a. Subject to you complying with these Terms and acceptance of your Order by NITCHS, NITCHS will sell and supply the goods or services to you as shown on your Order confirmation.
- b. If the goods that you have ordered are in stock NITCHS will endeavour to dispatch orders within five (5) business days (Monday to Friday) excluding Singapore public holiday.
- c. Goods may or may not be available for immediate delivery. NITCHS will deliver your Order to you within twenty (20) business days from the date you placed your Order. Subjected to availability from the designer / creative artist / merchant.
- d. When you complete your Order you will be prompted to select to have the Order delivered to an address specified by you.

- e. If NITCHS gives you notice that it will be unable to deliver your Order within twenty (20) business days of receipt of your Order, due to lack of stock, you may cancel your Order without charge, and NITCHS will arrange for a full refund of any payment made by you to be processed.
- f. Delivery dates are estimates only and we are unable to accept any liability for failure to deliver the goods within the specified time resulting from shipment/delivery delays from our designer / creative artist / merchant.
- g. If there is no one available to accept delivery and we are unable to contact you on the delivery date, you might be charged for any storage, transport, re-delivery costs or any applicable costs as determined by our courier partner(s).
- h. We cannot accept responsibility for delivery failures or delays by our third party courier partner(s)

10. Delivery by Post or Courier Partner(s)

- a. The terms of this clause apply where you select to have your goods delivered to a specified address.
- b. The delivery address must be a valid address and deliveries cannot be made to PO Boxes, Remote Regions, Off-shore Island and Restricted areas in all regions (i.e. Jurong Island, Tuas Link, Changi Cargo, Country Clubs, Army Camps, Seletar Aerospace, Off-shore Islands such as Pulau Ubin, Turf Club Avenue, Singapore Prison Quarters, Airbase sites, SATS Inflight Catering Centre 1, ST Kinetics, Shipyards Powergrid).
- c. On acceptance of your Order by NITCHS, your Order will be dispatched to your specified delivery address generally within dispatch orders within five (5) business days, subjected to the other provisions of these Terms.
- d. If you Order large or bulky items, NITCHS will contact you via email to arrange with you a suitable time for delivery. Additional charges may apply.
- e. You will be required to be available in person to accept delivery of your Order.
- f. If you wish to change the delivery date or delivery address you must contact us at least 48 hours prior to the dispatch of your Order.
- g. NITCHS will use its reasonable endeavours to deliver your Order within any stated timeframes for dispatch, however NITCHS does not warrant that these timeframes will always be met, as many factors may affect these timeframes.
- h. You must advise at the time you place your Order via the website or later when you discuss delivery with NITCHS, of any difficulties that may be involved in the delivery (such as stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including re-delivery fees and the cost of an extra person to assist. i. NITCHS cannot and will not accept responsibility for delivery failures or delays by our third-party courier partner(s).
- i. You are required to inspect your goods when you take delivery of them. You will be required to note any damage on the delivery documentation which is presented to you by the carrier for signature. In all other cases you will be required to notify us in writing of any damage on delivery or shortages within 24 hours of delivery.
- j. We will not be liable for any damage on delivery to any of the goods unless we are notified within the time period specified above.

11. Title and risk in goods

- a. Title and risk in goods pass to you on delivery or collection.

12. Payment and credit card fraud

- a. To the fullest extent permitted by law, NITCHS will not be responsible for any damages or consequential losses of any kind (whether direct or indirect) suffered by a user where a credit/debit card, PayPal / PayNow, and third-party payment account, app or other payment method is fraudulently used or is used in an unauthorised or improper manner.

13. Disclaimer and Indemnity

- a. To the fullest extent permitted by law (and without limitation to any other provision of these Terms), NITCHS exclude all liability to you or anyone else for any and all loss or damage of any kind (however caused or arising) relating in any way to the website (or any goods or services purchased on the website) including, but not limited to, loss or damage you might suffer as a result of:
 - i. Errors, mistakes or inaccuracies on the website.
 - ii. You acting, or failing to act, on any information contained on or referred to on the website and/or any linked website.
 - iii. Personal injury or property damage of any kind resulting from your access or use of the website.
 - iv. Any unauthorised access to or use of the websites secure servers. • any interruption or cessation of transmission to or from the website.
 - v. Any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party.
 - vi. The quality or fitness for any purpose of any linked sites.

- b. Without limitation to the foregoing, except as expressly provided in these Terms and to the fullest extent allowed by the law, NITCHS and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website or any goods or services purchased on it.
- c. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the goods or services on the website. Any representation, condition or warranty which might be incorporated into these Terms by statute, common law, the law of equity or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that any goods or services are suitable for your purposes
- d. You will at all times indemnify, and keep indemnified, NITCHS, and each of its related entities, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or any breach of these Terms

14. Order Enquiries

- a. If you have any query about the progress of your Order, please contact us via email. Please have your Order number handy as shown on the email confirmation of your Order.

15. Damaged or Faulty Goods

- a. If any goods ordered by you arrives damaged or is not of acceptable quality, you may have:
 - i. Rights under our Returns Policy.
 - ii. To have the damaged goods replaced.
- b. If your Order arrives damaged, please contact us via email with documented evidence such as photo of damaged product, within 24 hours of receiving the delivery.

16. Your Right to Cancel Your Order (Right of Withdrawal)

- a. Subject to the terms set out below, you have the right to cancel your Order and return the goods up to five (5) business day(s) starting from the day the goods are received by you, subjected to evaluation within seven (7) calendar days starting from the day we received your returned items request via email, and provided that
 - i. You have proof of purchase (order invoice number and receipt)
 - ii. You received the wrong item in your package.
 - iii. You received breakage of item upon arrival.
 - iv. You received missing items in your package.
 - v. If delivery has taken place, the refund will exclude delivery charges paid.
 - vi. One exchange is allowed per purchase. The exchange product will not be eligible for further exchange or refund unless faulty.
- b. Other than as set out in clause 16(a), NITCHS will generally not provide you with a refund or exchange simply because you changed your mind or the goods were not what you expected.

17. Refund Information

- a. Refunds will be issued based on the original form of payment. If you paid via bank transfer you need to give this information to Customer Service when you initiate the return so that we can refund the money directly to your account.

18. Complaints

- a. Should you wish to make a complaint, please contact us via email.

19. Force Majeure

- a. NITCHS will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries or natural disaster.

20. Governing Law

- a. The courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website or any Order placed on the website, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms are governed by Singapore law.

21. Severability

- a. If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and NITCHS.

22. Transfer and Assignment

- a. If NITCHS merges, sells or otherwise changes control of its business or this website to a third-party, NITCHS reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that NITCHS has collected from you and any agreements it has made with you.

23. Waiver

- a. The failure by NITCHS to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by NITCHS. As a valued customer of NITCHS, we would like you to be familiar with our trading terms, to ensure that your NITCHS experience is a satisfying one. Please feel free to contact us if you have any further questions

24. No purchase for resale

- a. The Platform is intended solely for NITCHS to sell NITCHS products direct to end consumers, and therefore purchase of products for resale is strictly prohibited. Purchase for resale means the purchase of NITCHS product by someone who resells, or intends to resell, the NITCHS product to others (consumers, businesses or any third party). If NITCHS believes you are involved in purchase for resale, NITCHS reserves the right to take any action against you, including, without limitation, to restrict sales to you, cancel your orders, and/or suspend or close your account.

25. Other Important Terms

- a. We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms of Sale.
- b. You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree in writing.
- c. Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- d. If we fail to insist that you perform any of your obligations under these Terms of Sale, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- e. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. We will not file a copy of the contract between us.