



Table Settings Inspired By Faith

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These terms and conditions apply to your purchase from us via this Website. You acknowledge that you are fully aware of the contents of these terms and conditions and, on placing any purchase order for any products, you agree to be bound by and accept these terms and conditions.

1. Definition

(i) "Customer" means a person who orders Product(s) via this Website;

(ii) "Product(s)" means any products listed as shopping items on this Website;

(iv) "Seller" means TSIBF.com;

(v) "Website" or "this Website" means www.tsibf.com.

2. Placing an Order

2.1.

Information contained on this Website constitutes an invitation to treat. No information on this Website constitutes an offer by Seller to supply any Product(s).

2.2.

By placing an order via this Website, the Customer makes an offer to purchase the Product(s) he or she has ordered on these terms and conditions. Seller may or may not accept the Customer's offer at the Seller's absolute discretion.

2.3.

Upon receipt of the Customer's order, Seller will verify the availability of the Product(s) and the Customer's credit card or other payment details. Seller has not accepted the Customer's offer and is not obliged to supply the Product(s) until Seller has shipped the Product(s) and sent an order confirmation to the Customer by email.

3. Supply of Product(s)

3.1.

Subject to these terms and conditions, Seller may agree to supply the Customer with the Product(s) as specified in the Customer's order form submitted to Seller via this Website.

3.2.

When Product(s) have been shipped pursuant to the Customer's order, Seller will email the Customer to confirm shipment.

3.3.

The pictures showing the Product(s) in this Website may not be identical to the Product(s) as shipped to the Customer. The Seller shall have the right to supply the Product(s) which do not correspond to the pictures appearing in this Website, provided that the said Product(s) perform substantially the same function as described in this Website.

3.4.

Seller shall have the right to make substitutions and modifications of the specification of the Product(s) ordered by the Customer, provided that such substitutions or modifications will not materially affect the overall performance of the Product(s) or the type of Product(s) ordered by the Customer.

4. Price and Payment

4.1.

Pricing of Product(s) shall be the price as stipulated on this Website at the time when the Customer places an order with Seller.

4.2.

All prices are shown in United States Dollars exclusive of value added tax (VAT) and shipping costs and United States Dollars are the only acceptable payment currency. Other currencies are listed for reference purposes only.

4.3.

Upon placing an order with Seller, the Customer shall provide to Seller his or her valid credit card number and other billing information as requested by the Website. Seller will usually charge the credit card on shipment of the Product(s). For other payment methods, such as PayPal, the Seller will charge the Customer on confirmation of the order or prior to shipment.

4.4.

Seller will take all reasonable precautions to keep the details of Customer's order and payment secure but Seller cannot be held liable for any losses caused as a result of unauthorised access to information provided by the Customer.

5. Delivery

5.1.

Product(s) will be delivered to the delivery address provided by the Customer. Seller will use its discretion in selecting a reputable carrier and appropriate means of delivery.

5.2.

Risk of loss and damage of Product(s) passes to the Customer on the date when the Product(s) is/are despatched by Seller to the carrier.

5.3.

Any dates quoted by Seller for the delivery of Product(s) are estimates only and shall not form part of the contract. Seller aims to deliver promptly, however delays are occasionally inevitable due to unforeseen factors. Seller shall be under no liability for any delay or failure to deliver the Product(s) within the estimated delivery time.

5.4.

Seller will not be responsible for any tariffs, customs restrictions, customs clearance, or other regulations that apply in countries outside Hong Kong. It is the responsibility of Customer to pay the charges levied by the authorities and observe the respective regulations of the country in which he or she receives the Product(s).

5.5.

If an order shipment is undeliverable, the Product(s) ordered by the Customer will be returned to the Seller at the Customer's expense, as stock available for sale to other customers. The returned Product(s) can be sold to other customers and the Seller shall have no obligation to reserve or re-deliver the returned Product(s) to the Customer.

6. Returns and Refunds

6.1.

Subject to Clause 6.4 below, no Product(s) shall be returned to the Seller unless :-

(a) the Product(s) in question is defective;

(b) the Customer has completed and filed a Request for Return Form (showing the order ID and other identifying numbers) with the Seller;

(c) the Product(s) sought to be returned by the Customer was ordered by the Customer via this Website, within 6 months prior to the date the Customer submitted a Request for Return Form;

(d) the Seller has notified the Customer by email that the Customer may return the Product(s) to the Seller;

(e) the Product(s) is returned in a clean and well packaged condition; and

(f) the Customer returns the Product(s) at his/her own expense which will include any custom duties or taxes.

6.2.

Upon satisfactory return of the Product(s) to the Seller, replacement Product(s) will be shipped to the Customer if the Seller is satisfied that the Product(s) returned by the Customer is defective after suitable tests and inspections by the Seller. If replacement Product(s) is not available, a refund of product price only will be made to the Customer.

6.3.

If the Seller is not satisfied that the returned Product(s) is defective, the Seller will deliver the returned Product(s) to the Customer at the Customer's own cost.

6.4.

Software, video or audio discs that have already been opened are excluded from any return unless they are faulty. The Seller shall have no responsibility regarding compatibility issues and it is for the Customer to ensure that his/her computer, video/audio player is compatible with the software, video or audio discs as ordered.

7. Changes

Seller reserves the right to update, revise or change these terms and conditions, the price of the Product(s) and any other information listed on this Website at any time. Any such changes will take effect when posted on the Website and it is the Customer's responsibility to read the terms and conditions and confirm the price of the Product(s) on each occasion when he/she uses this Website and the Customer's continued use of the Website shall signify his/her acceptance to be bound by the latest terms and conditions.

8. Force Majeure

Seller shall not be liable for any delay or failure in its performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond the control of Seller. Quantities are subject to availability. In the event of shortage, Seller may allocate sales and deliveries at its sole discretion.

9. Intellectual Property

9.1.

The Customer acknowledges and agrees that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of the Customer's use of this Website shall remain at all times vested in Seller or its licensors. The Customer is permitted to use this material only as expressly authorised by Seller or its licensors.

9.2.

The Customer acknowledges and agrees that the material and content contained within this Website is made available for their personal non-commercial use only and that they may only download such material and content for the purpose of using this Website. The Customer further acknowledges that any other use of the material and content of this Website is strictly prohibited and they agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

9.3.

The prices of the Product(s) paid by the Customer are for the Product(s) and the services described herein and do not include technical data, copyright, trademarks, or other intellectual property rights or proprietary rights of any kind subsisting in the Product(s) or their packaging.

10. Liability

10.1.

All Product(s) provided in connection with this Website are on an "as is" and "as available" basis. Except as otherwise expressly agreed, Seller makes no representations, warranties, covenants or guarantees of any kind, express or implied, as to the quality, suitability, accuracy or completeness of any information, content, service, or merchandise provided through this Website. Customer expressly agrees that the use of this Website is at his or her sole risk.

10.2.

To the full extent permissible by applicable law, Seller disclaims all express or implied conditions, representations and warranties, including but not limited to, any implied warranty of merchantability, non-infringement and fitness for a particular purpose.

10.3.

Subject to this Clause, Seller will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage or any kind whatsoever arising and whether caused by tort, breach of contract or otherwise.

10.4.

Subject to this Clause, Seller's maximum aggregate liability whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by the Customer to Seller in respect of the Product(s) in question.

11. Waiver/Invalidity

Failure of Seller to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its right and remedies. The invalidity or unenforceability of any provision of these terms and conditions shall not adversely affect the validity or enforceability of the remaining provisions.

12. Headings

The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

13. Entire Agreement

These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between the Customer and Seller relating to the sale and purchase of the Product(s) ordered by the Customer.

14. Governing Law

These terms and conditions shall be governed by and construed under the laws of California. The parties submit to the exclusive jurisdiction of the courts of California, being the place where the Customer's order/offer has been received/accepted.