## **Sales and Service Policy**

**1.** THEBOOKGALLERY.ASIA may accept an Order by:

1.1 contacting the Buyer by telephone, email or other mode of communication within a reasonable time after Buyer has made the Order, to accept and confirm the price, quantity, and delivery date and time of the Product(s) ordered by the Buyer; or

1.2 delivering the Product(s) ordered to the Buyer,

and upon such acceptance, a binding Contract shall be formed upon the terms set out in these Conditions, the terms of the accepted Order (excluding any terms which are not accepted by THEBOOKGALLERY.ASIA), and such other terms and conditions as THEBOOKGALLERY.ASIA may impose as a condition of its acceptance. For the avoidance of doubt, no Contract shall come into existence unless and until the Order has been accepted by THEBOOKGALLERY.ASIA in the manner set out in this policy. Processing of Card payment for an Order shall not in itself constitute acceptance of the Order by THEBOOKGALLERY.ASIA, provided that where an Order is rejected by THEBOOKGALLERY.ASIA, any payment made for such Order shall be reversed or refunded by THEBOOKGALLERY.ASIA.

- 2. THEBOOKGALLERY.ASIA shall be entitled to decline to accept or reject the Buyer's Order in whole or in part without assigning any reason; or delay or defer delivery of any Order in whole or in part due to Product unavailability, low inventory levels, or for any other reason.
- 3. THEBOOKGALLERY.ASIA shall not be liable for any errors in the pricing or specification of Products ordered by the Buyer that may appear at the Online Store. The price to be paid by the Buyer for all Products shall be current selling price on the date of receipt by THEBOOKGALLERY.ASIA of the Order, which may or may not be correctly reflected at the Online Store.

- 4. Unless otherwise agreed by THEBOOKGALLERY.ASIA in writing, payment for the Products shall be made by the Buyer in full by Buyer's valid Card before physical delivery of Products.
- **5.** The Buyer warrants that it is ordering Products for its own use only and not for re-sale or export purposes.
- 6. The Buyer shall bear all shipping and handling charges (where applicable), as well as all applicable taxes (including but not limited to Goods and Services Tax) at the prevailing rates.
- 7. All Card payments are subject to the approval of the Card Company and the relevant paying bank. THEBOOKGALLERY.ASIA shall not be liable in any way if the Card Company or the paying bank refuses to process or accept any Card or Card particulars for any reason.
- 8. The Buyer agrees to submit to THEBOOKGALLERY.ASIA and its payment service provider such Card information and other personal and delivery information as may be reasonably requested by THEBOOKGALLERY.ASIA or its payment service provider to process the Order, payment for the Order, and to arrange for delivery and invoicing. All information submitted shall be subject to THEBOOKGALLERY.ASIA's Privacy Policy. THEBOOKGALLERY.ASIA shall require its payment service provider to keep such information confidential and not use the same for any purpose other than to carry out its services, provided Buyer agrees that THEBOOKGALLERY.ASIA shall not be liable for any loss, damage, or liability in the event of any unauthorised disclosure of such information by its payment service provider.
- **9.** THEBOOKGALLERY.ASIA reserves the right to exercise its lawful remedies if a dispute or issue arises over Card payments, or if it does not receive full payment for an Order. In particular, but without limitation to any other remedies, if the Card

Company or the paying bank rejects or reverses payment for an Order, THEBOOKGALLERY.ASIA may in its discretion :

- 1. reject such Order, or suspend or cancel delivery of such Order;
- 2. repossess the Products if delivered; or
- 3. claim against the Buyer for the full price of the Order as a debt.
- 4.

## 10. Delivery & Return

10.1 Actual delivery costs are calculated and displayed during checkout process. Delivery charges will vary based on weight, size, delivery method and destination.

10.2 THEBOOKGALLERY.ASIA is not liable for any damages. Damages can include, but are not limited to, consequential damage and damages for loss or interruption of business, if any item ordered via this service does not arrive during the estimated time.

10.3 The delivery time frame is an estimation of the length of time of your product spends in transit between our warehouse and your delivery address.We do not guarantee the delivery time, and delays can occur if there are billing and availability issues. In these cases customers will be notified.

\*All estimations are based on working days.

10.4 Returns must be done within five (5) working days starting from the day the goods are delivered to you. You may return your order (or items) if you received the wrong item in your package or the item has a manufacturing defect (excluding goods marked as display set items or clearance goods).

The general requirements for returns are as follows:

- 1. You have proof of purchase (order invoice number and receipt).
- 2. The goods must be in new condition and returned in the original selling

condition and unopened packaging along with all original accessories (including manuals, warranty cards, certificate of authenticity)

- 3. The product must not have been used or installed or had any data inputted.
- 4. Return must be approved by our customer service team.

Under what conditions is/are the product non-returnable:

www.thebc

1. The item that have been purchased for more than 5 days.

2. The item has no defects. You've changed your mind because of wrong selection, colour, size, model or specification, product not meeting expectation; or simply found it cheaper elsewhere.

If your return is valid, we will process your refund or replacement. For the items to be returned, a delivery fee will be chargeable. We reserve the right to reject any return, exchange, refund deemed unfit or unreasonable.

Note: \*\* Delivery rates are subject to change and will be updated from time to time.