

Terms and Conditions

These Terms & Conditions (“**Terms**”) govern your use of the website www.theretrosia.com, your purchase of products from the Site, and all interactions with THE RETROSIA, including pre-transaction, transaction, and post-transaction phases. By accessing the Site, placing an order, or otherwise using our services, you agree to be bound by these Terms.

If you do not agree with any part of these Terms, you must not use the Site or make a purchase.

1. Business Details & Legal Identity

- **Business Name:** THE RETROSIA
- **Registered Address:** 220, Gopalpura Bypass, Shree Gopal Nagar, Jaipur, Rajasthan, India - 302019
- **Contact Details:**
Email: support@theretrosia.com

Customer Support Hours: [e.g. 10:00 AM to 7:00 PM IST, Monday-Saturday]
- **Place of Business / Jurisdiction:** State of Rajasthan, India

2. Interpretation & Definitions

Define key terms to avoid ambiguity:

- “Customer”, “You”, “Your”: the person using the Site or purchasing Products.
- “We”, “Us”, “Our”, “Store”: refers to THE RETROSIA.
- “Product(s)”: any item sold through the Site.
- “Order”: your request to purchase one or more Products.
- “Terms”: these Terms & Conditions, plus any other policies referenced (Returns, Privacy etc.).

3. Eligibility

- You must be at least **18 years old**, or have legal consent from a parent or guardian to make purchases.
- You must have legal capacity to enter into a binding contract.

- You must provide accurate, complete information during registration, ordering and any communications.

4. Website Use

- Access is provided on a non-exclusive, non-transferable basis.
- You agree not to misuse the Site (e.g. hacking, distributing malware, infringing copyright).
- We reserve the right to suspend or terminate accounts for misuse.

5. Product Information & Accuracy

- We strive to describe Products accurately, with images, dimensions, colours, materials. However due to handmade nature, slight variations are expected.
- All measurements, colours, etc. are approximate.
- The Country of Origin of Products will be indicated, as required under the Consumer Protection Act, 2019.

6. Prices, Taxes & Charges

- Prices displayed are in **Indian Rupees (INR)** (or as otherwise shown), inclusive/exclusive of GST [specify].
- Any applicable taxes (GST, TCS etc.) will be clearly shown.
- Shipping charges, packaging and any other fees will be calculated and shown before Order confirmation.

7. Payment

- Payment must be made in full at the time of placing the Order.
- We accept [list payment methods: credit/debit cards, net banking, UPI, wallets, etc.].
- Payment processing is handled through secure third-party gateways.
- If payment fails or is fraudulent, we reserve the right to cancel the Order.

8. Order Formation & Acceptance

- Once you place an Order and payment is confirmed, we will send an Order Confirmation via email. That marks acceptance of your Order and formation of the contract.
- We may refuse or cancel Orders in certain cases (e.g. product out of stock, typo in price, fraud suspicion) and will communicate that to you, refunding any amount paid.

9. Shipping, Delivery & Risk

- We will dispatch Products from our facility / artisan workshop within 1-2 business days of Order confirmation.
- Estimated delivery timelines will be displayed; these are estimates only and not guarantees.
- Risk of damage or loss passes to you when we deliver the Products to the shipping carrier. However, we remain responsible for delivery until you receive the Product in confirmed good condition.

10. Returns, Refunds & Exchanges

Because our Products are handcrafted, some policies may have special conditions:

- **Cancellation by Customer:** You may cancel an Order within **2 hours** of placing if the Product has not yet been shipped. After shipping, cancellation may not be possible.
- **Defective or Damaged Products:** If on delivery you find the Product to be defective, damaged, or materially different from its description, you must notify us within **3 days** of receipt, with photographic evidence.
- **Wrong Products:** If you receive a wrong item, notify within **3 days**.
- **Return Process:** If eligible, we will arrange return shipping or you may send back at your cost if otherwise agreed. Once we receive and inspect the returned Product, we will issue a refund or replacement, whichever is your choice. Processing of refunds will take **1-2 business days** after receiving the product/products.
- **Non-returnable / Non-exchangeable items:** Customised or personalised items (unless damaged or wrong) may be non-returnable.

11. Warranty / Guarantee (if applicable)

- If Products come with a warranty (e.g. for structural parts, material integrity), that will be clearly stated in the Product page.
- Warranty does not cover damage due to misuse, mishandling, or normal wear and tear.

12. Intellectual Property Rights

- All content on the Site (designs, images, text, graphics, logos) are owned or licensed by us.
- You may view, download, or print for personal use only, but not for resale, distribution, or modification unless expressly allowed.
- Unauthorized use of intellectual property may give rise to legal action.

13. Privacy & Data Protection

- We collect your personal data (name, address, email, payment info etc.) to process orders, deliveries, customer support, marketing (if consented), etc.
- We will comply with the Information Technology Act, 2000, and relevant data protection / privacy rules. (Also any upcoming or applicable Personal Data Protection legislation.)
- Your information will not be shared with third parties except as needed for order fulfilment (courier, payment gateway), legal requirement, or with your consent.
- We employ reasonable security practices to protect your data.
- Please see our separate **Privacy Policy** for more detail ([access link](#)).

14. Consumer Rights & Legal Provisions

Because you are a consumer in India:

- We comply with the **Consumer Protection Act, 2019**, which grants you rights such as the right to information, right to choose, right to fair value, right to safety etc.
- We also adhere to the **Consumer Protection (E-Commerce) Rules, 2020**, which require us to:
 1. Provide clear, accurate, and full information about products, seller identity, contact details, delivery, refund, cancellation policies.
 2. Display country of origin of products.
 3. Ensure that the grievance redressal mechanism is in place: we appoint a Grievance Officer. Complaints should be acknowledged within **48 hours** and resolved within **one month**, as required.
- We ensure that no unfair trade practice is adopted, no misleading or false advertising.

15. Limitation of Liability

- To the fullest extent permitted by law, our liability is limited to direct damages, and cannot exceed the amount you paid for the Product giving rise to the claim.
- We are not liable for indirect, incidental, special, or consequential losses (like loss of business, profit, data etc.).
- We are also not liable for delays due to courier, customs, or acts outside our control (force majeure).

16. Indemnification

You agree to indemnify and hold harmless THE RETROSIA, its directors, employees, agents etc. from any claims, damages, liabilities, costs caused by your breach of these Terms, misuse of Site, or violation of applicable law.

17. Force Majeure

We will not be liable for failure or delay in fulfilling obligations under these Terms due to events beyond our reasonable control (natural disasters, strikes, pandemics, acts of government, shipping delays, etc.).

18. Modifications to Terms

- We may revise or update these Terms from time to time (for legal, regulatory, or operational reasons).
- We will post the updated Terms on the Site with a new Effective Date.
- Continued use of Site / placing orders after changes constitutes acceptance of the modified Terms.

19. Governing Law & Dispute Resolution

- These Terms and the contract between us shall be governed by the laws of India.
- The courts in the State of Rajasthan shall have the exclusive jurisdiction to resolve any dispute arising under or in connection with these Terms.
- Before litigation, the parties shall attempt to resolve disputes by mutual negotiation. If that fails, you may refer the matter to consumer forum or other dispute resolution mechanisms as applicable.

20. Miscellaneous

- **Severability:** If any provision of these Terms is held invalid by a court, the remaining provisions remain in full force.
- **Entire Agreement:** These Terms, together with any policies (Returns, Privacy, Shipping etc.), constitute the entire agreement between you and us.
- **Assignment:** We may assign or transfer our rights under this agreement, but you may not without our consent.
- **Waiver:** If we fail to enforce any right under these Terms, it does not constitute a waiver of that right.

21. Grievance Office & Contact for Complaints

- **Name:** THE RETROSIA
- **Contact Email:** support@theretrosia.com
- **Address:** 220, Gopalpura Bypass, Shree Gopal Nagar, Jaipur, Rajasthan, India – 302019.

You may use this contact for complaints regarding defects, returns, data privacy or any other grievance. As per the E-Commerce Rules, we will acknowledge complaints within **48 hours** and aim to resolve them within **30 days**.

ACKNOWLEDGMENT

By placing an order or continuing to use the Site, you acknowledge that you have read, understood, and agree to these Terms & Conditions.

Our Contact

Please send any query or comments regarding this website/products to support@theretrosia.com