

TERMS & CONDITIONS OF SALE

Trimoss

(Handcrafted Glass & Mosaic Manufacturer)

Jodhpur, Rajasthan, India

1. Definitions | 2. Applicability & Acceptance | 3. Pricing & Delivery (EXW) | 4. Payment Terms | 5. Order Confirmation & Customization | 6. Manufacturing Guarantee | 7. Breakage & Transit Damage | 8. Care, Maintenance & Usage | 9. Limitation of Liability | 10. Force Majeure | 11. Intellectual Property | 12. Governing Law & Jurisdiction

1. Definitions

For the purposes of these Terms & Conditions (“T&C”):

- **“Seller”** refers to **Trimoss**, having its manufacturing facility in Jodhpur, Rajasthan, India.
- **“Buyer”** refers to any individual, firm, company, architect, distributor, or entity placing an order with Trimoss.
- **“Goods”** refer to handcrafted glass mosaics, tiles, sheets, custom color products, samples, or related materials supplied by the Seller.
- **“Order”** means any confirmed purchase request accepted by the Seller in writing or electronically.

2. Applicability & Acceptance

- These Terms & Conditions apply to **all quotations, orders, invoices, supplies, and transactions** made by Trimoss unless expressly agreed otherwise in writing.

Placing an order with Trimoss shall constitute **unconditional acceptance** of these Terms & Conditions, superseding any conflicting terms proposed by the Buyer.

3. Pricing & Delivery Terms (EX WORKS – JODHPUR)

1. Trimoss will provide standard HS Codes for customs classification; however, final classification is the responsibility of the Buyer’s customs broker.

2. All prices quoted by Trimoss are strictly on an **EXW (Ex Works) – Jodhpur, India** basis, as per Incoterms® 2020.
3. The Seller's responsibility ends at the **factory gate**.
4. The Buyer shall bear **all costs and risks** related to:
 - Loading
 - Transportation
 - Freight
 - Insurance
 - Customs clearance
 - Duties, taxes, and local levies
5. Any assistance provided by Trimoss for logistics is purely **facilitative** and does not transfer responsibility or liability.
6. Upon completion of the order, the Seller will issue a '**Notification of Readiness for Dispatch.**' The Buyer must arrange for collection of the Goods within **10 calendar days** of this notification. Failure to collect within this period will result in a daily storage fee of **\$20 USD (or equivalent INR)** per crate/pallet to cover warehousing and insurance costs.

4. Payment Terms

1. **100% advance payment** is mandatory for all orders.
2. Production shall commence **only after receipt of full payment**.
3. Due to the **highly customized and handcrafted nature** of the products:
 - **No cancellations, modifications, or refunds** shall be permitted once production has started.

4. All banking charges, currency conversion fees, and intermediary charges shall be borne by the Buyer.
5. The official production lead time shall commence **only after the 100% advance payment is fully credited** to the Seller's bank account. A transfer initiation receipt or SWIFT copy shall not be considered as the commencement of the production timeline.

5. Order Confirmation & Customization

1. Samples, mockups, color swatches, or digital representations are **indicative only**.
2. Minor variations in shade, texture, size, or pattern are **inherent characteristics** of handcrafted glass and mosaic products and **shall not be considered defects**.
3. The Buyer acknowledges and accepts these inherent variations prior to order confirmation.

6. Manufacturing Guarantee (LIMITED)

1. Trimoss provides a **Manufacturing Guarantee**, not a long-term warranty.
2. The guarantee covers **factory-origin manufacturing defects only**.
3. Any such defects must be:
 - Reported **within 30 calendar days** of delivery
 - Submitted in writing with **clear photographic or video evidence**
4. The guarantee does **not cover**:

- Wear and tear
- Installation defects
- Color changes due to environmental exposure
- Improper handling or storage

5. The Seller's liability is strictly limited to **repair or replacement of defective goods**, at Seller's discretion.

7. Breakage & Transit Damage

1. The Buyer must **inspect all crates immediately upon receipt**.

2. Any visible or concealed damage must be:

- Reported within **48 hours** of delivery
- Supported with **unloading video, photographs, and packing condition evidence**

3. Claims reported beyond 48 hours shall be **automatically rejected**.

4. In case of verified transit breakage:

- Only **replacement pieces** will be supplied where feasible
- **No full refunds** shall be issued for minor or partial breakage

5. Transit damage is primarily the responsibility of the Buyer and/or logistics provider.

8. Care, Maintenance & Usage

1. The Buyer must ensure:

- Use of **pH-neutral cleaners only**
- No acids, alkalis, abrasives, or harsh chemicals

2. Damage caused by:

- Improper cleaning
- Chemical exposure
- Incorrect installation
- Structural movement
- Environmental misuse

is **strictly excluded** from any guarantee or claim.

9. Limitation Of Liability

1. Under no circumstances shall Trimoss be liable for:

- Indirect or consequential losses
- Loss of profit, project delays, or reputational damages

2. The maximum liability of Trimoss, if any, shall **not exceed the invoice value of the affected goods only**.

3. No claim shall be entertained once goods have been installed or altered.

10. Force Majeure

Trimoss shall not be held liable for delays or non-performance caused by events beyond reasonable control, including but not limited to:

- Natural disasters
- Fire
- Government restrictions
- Supply chain disruptions
- Power shortages
- Labor disputes

11. Intellectual Property

All designs, formulations, color systems, technical processes, and documentation remain the **exclusive intellectual property of Trimoss**.

No reproduction, reverse engineering, or commercial reuse is permitted without prior written consent.

12. Governing Law & Jurisdiction

1. These Terms & Conditions shall be governed by and construed in accordance with the **laws of India**.
2. **Exclusive jurisdiction** shall lie with the courts of **Jodhpur, Rajasthan, India**.
3. The Buyer irrevocably submits to this jurisdiction.

13. Severability

If any provision of these Terms & Conditions is held invalid or unenforceable, the remaining provisions shall continue to remain in full force and effect.

14. Entire Agreement

These Terms & Conditions constitute the **entire agreement** between the Seller and the Buyer and supersede all prior ~~communications, representations, or agreements, whether written or oral.~~



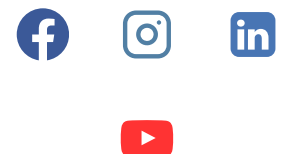
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