

TERMS AND CONDITIONS OF PURCHASE

Miraje Design, Inc. Effective Date: March 31, 2019.

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1. OVERVIEW TERMS AND CONDITIONS

These General Terms and Conditions of Purchase (the “Terms and Conditions”) govern the sale of merchandise by Miraje Design (“we”, “our” or “us”) through mirajedesign.com (the “Website”).

Your use of the Website to purchase merchandise or otherwise, indicates your agreement to follow and to be bound by these Terms and Conditions, our Privacy Policy [Click Here](#), our website Terms and Conditions [Click Here](#), both of which are hereby incorporated by reference, and all applicable laws and regulations. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Please read these Terms and Conditions carefully before placing orders through the Website. If you do not agree with any term in these Terms and Conditions, [Privacy-Policy](#) or [Terms and Conditions](#) please do not place any order through the Website. Please print a copy of these Terms and Conditions of Purchase for your records.

2. OUR PRODUCT

Our products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, dimensions and measurements indicated on our website have a reasonable tolerance. Accordingly, Miraje Design shall not be liable for any error or inaccuracy in the photographs or graphical representations of Miraje Design products displayed on the Website. If you have any questions about the products, you may contact the customer service department by emailing customer care@mirajedesign.com.

3. CONFIRMATION OF ORDERS

In order to process the order, you must select the product you wish to buy from our Site. The selected products will then be included in the “Shopping Bag” and the order can be placed by filling out the order

form and affirmatively accepting these General Terms and Conditions of Purchase. Prior to submitting the order, you are required to verify the accuracy of the information provided and make the necessary corrections. To place an Order the following steps are taken:

1. The Order is submitted when you click the “Place Order” button. Please note that clicking the “Place Order” button does not mean that your order has been accepted and purchase completed. Your order constitutes an offer to us to buy a Product.
2. Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your account or was used during the process of the order. Within twenty-four (24) hours, you will receive an automatic e-mail confirmation from us acknowledging that we have received your order after placing an Order.
3. Upon receipt, the order will be submitted to Miraje Design for processing and while the order is being processed, Miraje Design reserves the right at any time after receipt of your order to accept or decline your order for any reason and Miraje Design will contact you at the e-mail address provided in the order form of its decision to accept or reject your order as an “Order Confirmation”. In the event that Miraje Design rejects the order, Miraje Design will have no obligation to fulfill your order and you will have no obligation to pay Miraje Design for the order. Miraje Design files for its own records evidence of all transactions between Miraje Design and its customers.
4. The Order Confirmation will list each Product which you have ordered with the final price (inclusive of taxes, shipping and handling charges) that we have charged to the payment method you have selected during the checkout process.
5. The contract between us will only be formed when we send you the Order Confirmation. The Contract will relate only to those Products whose dispatch we have confirmed in the Order Confirmation. Miraje Design also reserves the right to require verbal confirmation of orders. If we request verbal confirmation of an order, you will be required to give confirmation of the order by phone and email confirmation will not be sufficient.

In the event of a dispute between Miraje Design and one of its customers relating to a transaction conducted on the Website, you agree that the data recorded by Miraje Design shall be treated as evidence of the details of the transaction. At your request, Miraje Design will send you an electronic copy of the invoice for the products purchased once the products have shipped.

4. AVAILABILITY

The purchase of products on the Site is subject to availability. In the circumstance that any product you select becomes unavailable after we send an Order Confirmation of the order, the customer care team will inform you by phone or e-mail as soon as possible. You will have the option to cancel your order, unless the order which was made was a multiple order, in which case the customer care team will inform you by phone or email of which part of the order will still be shipped or let alone you may order another product that we may suggest that could be relevant to the one you originally ordered. You will only be charged for the part of the order, which is shipped and may then choose another product to replace the unavailable product, which will be processed as a separate order. But in any means that Miraje Design advises you that such products are no longer available, Miraje Design will have no obligation to fulfill your order and you will have no obligation to pay Miraje Design for the order.

5. PRODUCT PRICE

The prices of Miraje Design products are indicated in U.S. dollars, excluding taxes and shipping costs. Miraje Design charges state, county and local sales tax as required by applicable law which you will be charged in according to the shipping address that you will be provided upon placing and confirming the order with our company on our Site. You will be charged the prices displayed on the Website at the time

the order was confirmed by you by clicking on the “Place Order” button. You are agree to pay Miraje Design the amount set out as the “TOTAL” in your order summary at the checkout as part of the “Payment” (the “Fee”). As stated earlier in this section the Fee is quoted in U.S. dollars. Miraje Design reserves the right to correct any price errors or inaccuracies on the Site and to cancel orders if any such information is inaccurate.

6. PAYMENT METHOD

All orders in U.S.A are payable in U.S. dollars. We accept the following credit and debit cards on our Site including mobile version: VISA, MasterCard, American Express, and Discover. You may also pay using your PayPal account. We only accept U.S. issued cards. When placing an order, your billing address must correspond to the address of your credit card, which you are going to use to pay. Otherwise we will not be able to process your order if the corresponding billing address does not matches to the credit card which you have chosen. You authorize Miraje Design to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. Gift cards and gift certificates will not be applicable on the Site.

Please note that your order must contain both a U.S. billing and a U.S. delivery address. Orders with a billing and/or shipping address other than a U.S address will not be processed. Your credit or debit card will only be charged when your order is dispatched. If any of the products in the order is unavailable, Miraje Design will only charge the price, taxes and shipping costs for the products available.

If for any reason the card issuer rejects your card, your order will not be shipped and you will be notified via the email to update your payment method within 2 business days in order for us to process your order. If no action has taken within 2 days, Miraje Design will have no obligation to fulfill your order.

7. SHIPMENT

Due to the nature of our products which are mostly handmade embroidery work, the delivery time would be various from product to product which is anywhere between 3 weeks – 5 weeks. During the ordering procedure, Miraje Design will inform you of the standard time required for delivery and the various forms of delivery available for the goods purchased. Delivery costs will be calculated based on the number of products has been ordered and the delivery service chosen. Miraje Design reserves the right to divide the order into partial shipments. In this case, your credit or debit card will only be charged for a single shipment. Miraje Design is not responsible for any loss of the products following shipment from Miraje Design’s or mandatories facilities to your delivery address.

Upon delivery, a signature confirmation by a person of 21+ years is required for all mirajedesign.com orders above \$1,000. You acknowledge that any person taking delivery of the products at the designated address shall be deemed to have done so with your authorization.

8. RETURNS AND EXCHANGES

Due to the extreme embroidery craftsmanship that are heavily embossed within our products, it is highly recommended that you thoroughly review the Miraje Design return policy as it varies from type of order you may have placed with us. All returns and exchanges must include a printed copy of the invoice received by email and items must be returned in original packaging. Please note that all returns and exchanges are subject to a quality assurance inspection process before they are accepted. Any item with signs of wear, damage, or alteration (including but not limited to re-sizing) cannot be accepted. You will be refunded for the returned products and the order delivery standard costs including return shipping cost.

The following are the terms and conditions for type of order and there respective return policy:

1. Regular Order:

- a) Measurements that are offered by Miraje Design on its product pages under “Measurement” section are considered Regular Order.
- b) Return for full refund within the 7 Days from the date you received your order.
- c) Items must be returned in their original packaging, and in their original condition, or may be subjected to a 25% restocking fee.

All Regular Order returns are subjected for full product inspection. We reserve the right to refuse returns or exchanges of items that are not in as-new condition due to damage or misuse by the customer.

2. Customer Order:

- a) Measurements that are not offered by Miraje Design under “Measurement” section considers has Custom Order.
- b) Custom Order is built to your specifications and measurements that are not offered in our stocked curtains.
- c) Unless the order has been canceled within 24 hours upon placement, production will begin after the cancelation period and therefore you will be charged 100% retail price of the curtain and no return will be accepted.
- d) Unless damaged by the company, custom order returns or exchanges due to customer preference or any other reason cannot be accepted.

Any order that is Custom, Miraje Design does not pay for the return shipping on Custom Orders.

3. Special Order on JEWEL DECOR Collection:

- a) Special Order are selected from our Jewel Decor Collection which allow you to choose the material such as Swarovski Stones and Diamonds.
- b) Special Order are built to your specifications and measurements that are not offered in our Regular or Custom curtains.
- c) Since Special Order requires using expensive gemstones, no return or the cancellation will be accepted once the customer has approved it for the production. You will be charged a 100% retail price of the curtain.

The delivery of Special Order requires special handling and shipping due to the nature of Diamonds and Swarovski Stones embossed within the curtain itself. The customer will be paying for such special handling and shipping cost.

9. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MIRAJE DESIGN BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE

BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT.

MIRAJE DESIGN TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO MIRAJE DESIGN HEREUNDER FOR THE PURCHASE OF SUCH PRODUCTS.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN “AS-IS” BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. GOVERNING LAW

The laws of the State of California will govern this Agreement. The exclusive jurisdiction for any claim, action or dispute with Miraje Design or relating in any way to your use of the Site or a purchase made on the Site will be in the state and federal courts of State of California and the venue for the adjudication or disposition of any such claim, action, or dispute will be in the City of San Francisco, California. All parties to this Agreement waive their respective rights to a trial by jury.

11. CONTACT US

If you have questions or comments about these Terms and Conditions of Purchase or this Site, please contact customer care team at customer care@mirajedesign.com.

12. COPYRIGHT – VALIDITY

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