

CUSTOMER TERMS AND CONDITIONS OF USE ZUTUX.COM

[WELCOME TO ZUTUX.COM.](#)

Zutux (UK) Limited (referred to in places in these terms simply as 'Zutux'), our partners, subsidiaries and our Affiliated Suppliers provide access to the Zutux.com website which is referred to in these terms as “the website” or just “website”. Zutux and our Affiliated Suppliers offer products to you subject to the conditions set out here, please read these conditions carefully before using the Zutux.com website.

[BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE CONDITIONS.](#)

We have taken care to ensure that the content of the website and these terms and conditions do not contradict each other. However if there are any inconsistencies or contradictions then these terms and conditions shall apply instead of any contradictory or inconsistent part of our website.

ACCOUNT AND LOGIN DETAILS

When you use the Zutux.com website, you are responsible for maintaining the confidentiality of all aspects of your login details, particularly your user name and password and if necessary for restricting access to your computer to prevent unauthorised access to the 'My Account' feature of the web site which can happen if you keep your computer logged into the 'My Account' feature and then leave it unattended or allow other people to use it.

It is possible that someone else could use your details stored in the 'My Account' feature if you leave 'My Account' logged in on a public computer or in other ways, you accept this and you agree to accept responsibility for all activities that occur as a result. You should take all necessary steps to ensure that your password is kept confidential and secure and should change your password and inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the 'My Account' area of the website.

Zutux.com reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

YOUR PRIVACY IS IMPORTANT TO YOU AND YOU ARE IMPORTANT TO US

Zutux is run by a small group of passionate individuals, our experience of ecommerce goes back to 1995, all of our policies are based on the idea that first and foremost we should treat our customers as we would expect to be treated and of course that we should comply with all relevant laws, so you can shop here in the knowledge that we will take good care of any data that you entrust to us, we will NEVER offer your personal information to anyone else for any reason and we do not keep sensitive information any longer than we need to in order to

complete our transactions. We do not send unsolicited spam, but we do send out special offer e-mails and discount coupons from time to time to registered users, these are easy to opt out of and we always respect opt out requests. If you want to know more please review our Privacy policy, which will help you understand the privacy rules that govern our relationship.

OUR RESPONSIBILITY TO ENSURE ACCESS TO THE WEBSITE

We will make all reasonable efforts to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, we are human and fallible so from time to time errors can occur. Because we want our site to be as good as it can be we change it from time to time so your access to the website may also be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any suspension or restriction and to mitigate any problems caused by errors in a sensible and reasonable way, we hope that our customers can also take a sensible and reasonable approach to any errors that occur as well.

WARRANTY CLAIMS AND RETURNS

Everything sold on the Zutux web site comes with the following warranties

[A 14 DAY NO QUIBBLE MONEY BACK GUARANTEE.](#)

You may return any item bought from Zutux.com for a full refund for up to 14 days after you take delivery of the item as long as you return it to us in the same condition that we supplied it with all of the packaging and accessories (if any) intact. To take advantage of our No Quibble money back guarantee simply log into the 'My Account' feature of the web site within 14 days of delivery, select the order in your order history and click the 'No Quibble Return' option to generate your return paperwork. If you take advantage of our no quibble returns policy you will need to pay for the return postage to our UK depot, in some cases we will be able to collect heavy or bulky items that we delivered, we reserve the right to make a reasonable charge for this service.

We will refund you using the same payment method that you used to buy the goods within 7 days of receiving your goods back at our UK depot.

[PRODUCT THAT IS FAULTY ON DELIVERY OR NOT AS DESCRIBED ON THE WEB SITE](#)

If any product that you buy from the Zutux website is faulty when it is delivered or if the item varies in a significant way from the description on the web site then you should inform us as quickly as possible using the 'My Account' feature of the web site, select the order in your order history and click the 'Return faulty goods' or 'Item not as Described' option to generate your return paperwork. These options are available for 14 days after delivery.

In most cases involving goods that are faulty on delivery or that are not as described on the site we will collect the item or pay for the return postage.

[PRODUCT WARRANTY AND WARRANTY CLAIMS](#)

All items sold on the Zutux website are covered by a minimum of a 1 year warranty, some of our Affiliated Suppliers may choose to offer a longer warranty, but all items are covered for a year at least.

If an item that you bought from Zutux becomes faulty within 1 year after delivery then you can make a claim for warranty service through the 'My Account' feature of the web site, to make a claim simply log into the 'My Account' feature of the web site, select the order in your order history and click the 'Request Warranty Service' option then follow the instructions on the site. The option to request warranty service will not be available if the item is outside of its warranty period.

Only the original purchaser of the item may request warranty service from Zutux.

PRODUCT DELIVERY

When you order an item through the Zutux.com web site you will see a delivery estimate posted on the product page, please remember that this is an estimate and it could be right or wrong. We take all reasonable measures to make the delivery estimates as accurate as we can but when large items are being transported over long distances it can be difficult to predict the exact transit time - so we seek to update you as often as possible as to the expected delivery date for your items.

You will be notified when the Affiliated Supplier that you have chosen to order from accepts your order and we will give you a delivery estimate.

You will then be notified when the goods arrive at our depot or when we pick them up from the factory and we will update the delivery estimate.

You will be notified again when the goods leave our overseas depot and again when they arrive in the EU and have cleared customs, then we will give you a final delivery estimate which should be pretty accurate.

For large items such as Sofas, beds and wardrobes we will then call you to arrange a specific time to deliver, for smaller items sent by post or by courier we will give you a delivery date and / or a parcel tracking number.

LIMITED LICENCE FOR WEBSITE ACCESS AND USE

We grant customers and anyone who comes to the web site a limited licence to access and make personal use of this website, but not to download it other than through page caching. We do not allow you to modify the website or any portion of it, except with our express written consent.

We do have Affiliate and Partner programmes from time to time which allow other companies and individuals to benefit from working with Zutux, however if you are not a member of one of these programs you may not make any commercial use of this website or its contents in any way whatsoever.

For the avoidance of doubt the following activities are specifically banned, however the list is not exclusive so please contact us for permission before using our web site for any commercial purpose that we have not already approved.

- Any collection and use of any product listings, descriptions, or prices.
- Any derivative use of this website or its contents.
- Any downloading or copying of account information especially if it is for the benefit of another merchant.
- Any use of data mining, robots, or similar data gathering and extraction tools.

The website or any part of it may not be reproduced, duplicated, copied, sold, or otherwise exploited for any commercial purpose without the express written consent of Zutux (UK) Ltd.

If you want to use our site or part of it for any commercial purpose you should contact us first for permission (email: partners@Zutux.com) we are nice people and we will probably be helpful if your request makes commercial sense to us and its legal!

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You can create links to any of our pages as long as the link does not portray us or our Affiliated Suppliers, or their products or services in a negative, misleading, derogatory, or offensive matter. You may not use any Zutux.com logo or other proprietary graphic or trademark as part of the link without our written consent but if you want to send us customers we will probably give you consent, however our consent is ours to give or withhold at our discretion under all circumstances.

Any unauthorised use of our site or our data will automatically terminate any and all permissions or licenses granted to you by Zutux as will any activity on your part which we consider to be immoral, illegal or not in the best interests of our customers or Zutux.

OTHER THINGS THAT YOU SHOULD NOT USE THE WEBSITE FOR

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not Zutux.com, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for fraudulent purposes, or in connection with a criminal or other unlawful activity

You must not use the website to send or to use any material that is illegal, that breaches the copyright or trademark of others, that is offensive, abusive, indecent, defamatory or obscene; or is otherwise likely to cause inconvenience, annoyance, loss, damage, psychological harm or needless anxiety to any person.

You may not use our site and systems to spread or send any material which consists of or contains software viruses, political campaigning, commercial solicitation, requests for

donations (charitable or other), chain letters, begging letters, 419 scams, mass mailings or any other kind of spam.

REVIEWS, COMMENTS, UPLOADED VIDEO AND AUDIO FILES AND OTHER CONTENT

Users of this website may post reviews, comments, videos and all kinds of content on the site, you can also use features of our site to send communications to other users and to us and our Affiliated Suppliers and partners, you should not use these features to send communications or post content that is or could be considered illegal, that breaches the copyright or trademark of others, that is offensive, abusive, indecent, defamatory or obscene; or is otherwise likely to cause inconvenience, annoyance, loss, damage, psychological harm or needless anxiety to any person.

You may not use a false e-mail address, user name or other false credentials when posting on the site, you should not impersonate any person or entity, or otherwise mislead other users about the origin of any content that you post.

We reserve the right to remove or edit any content that we do not like or approve of for any reason or to remove content after a period of time if we feel that it is out of date, however we do not accept that we have an obligation to do so unless required by law.

If you do post content or submit material through the site, unless we have a written agreement to the contrary the following conditions apply.

When you place content of any kind onto the website you grant us, our partners and affiliates a royalty-free and fully sub licensable right to use, reproduce, modify, adapt, publish, translate and distribute the content throughout the world in any media.

Additionally you grant us, our partners, affiliates and sub licensees the right to credit the name that you submitted in connection with the content as the originator of the content.

You agree that the rights you grant above are irrevocable. You agree to waive your right to be identified as the author of such content and your right to object to any treatment or use of the content. You agree to perform all further acts necessary to perfect and complete any of the above rights granted by you to us, our partners, affiliates and sub licensees, including the execution of deeds and documents if required.

You represent and warrant that you own or otherwise control all of the necessary rights to the content that you post, you agree that the content and material is accurate, that its use is in line with our policies as laid down in this document and the other relevant policy documents posted on the Zutux.com website, and you take full responsibility for your posting and so you agree to indemnify Zutux.com and our partners for all claims brought by a third party against Zutux (UK) Limited or our partners arising out of or in connection with a breach of any of these warranties.

INTELLECTUAL PROPERTY, PATENT DISPUTES, TRADEMARKS AND YOUR GOOD NAME

Because Zutux, our partners and affiliates list a great many products and each one can have a large number of comments and reviews associated with it, it is not possible for us to review of the contents of each description or each comment or review that is displayed. So we

operate a "notice and takedown" scheme for content that is offensive, inaccurate, libellous or otherwise unpleasant. If you believe that any content on our site, or any product advertised for sale on our website contains a defamatory statement, please notify us immediately by sending an e-mail containing as much information as possible about the violation and your contact information to legal@Zutux.com. On receipt of your e-mail we will make all reasonable steps required to remove the content that you have complained about within a reasonable time.

Zutux.com, our partners and our Affiliated Suppliers respect the intellectual property of others. If you believe that Zutux or one of our Affiliated Suppliers has infringed on your patents, trademarks or other intellectual property please let us know as soon as possible by e-mailing legal@Zutux.com along with as much detail of the problem as you can provide.

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