



THU Store Terms and Conditions

Accounts

Store accounts are free. To create a store account, click the Log In/Register link at the top of the page. You are required to have an account in order to make a purchase.

If you have a store account, but need to reset your password, click the "Forgot your Password" link on the login page. If you are having problems accessing your customer account, please contact THU Store support. If you believe that an account has been created in error with your email address, or if you wish to delete your store account, please contact THU Store support.

Orders

Placing an Order - If not stated otherwise, all displayed goods are in stock and all orders will usually get sent out within 1-5 business days.

To place an order, please add items to your cart by clicking the "Add to Cart" button on the product page. For apparel items you will need to choose the size button first. Click "Check Out" button when you are ready to place your order in the down right hand corner of the web page. In checkout, you will submit your payment and shipping information. Please review your order before checking out to ensure that the correct items/sizes are being ordered. When the information is entered, click "Continue to payment method" to place your order.

Please note that if you don't pick up your order at your local post-office within their limit dates and your order gets sent back to us, the THU Store will not be held accountable. You will have to pay a new shipment to get it back.

Made-to-order Items - Some items in the store have a made-to-order status. This will be indicated in the product description page. The approximate ship date for the product is on this page, but is subject to change without notice.

For made-to-order items, you will be charged for the entire amount of the item at the time of purchase, including shipping. If there are other items in an order with a made-to-order item, the order will be held separately and shipped separately.

THU-Store orders are fulfilled by our warehouse in Portugal, excluding our made-to-order statues that are shipped directly from our manufacturer in China.

Processing of your order - Most orders normally ship within 1-2 business days. Some international orders may take up to 3 business days to process. Orders are not

processed after 12pm (GMT) or on weekends. Any orders placed during this time will be processed within the normal time frame. If you place an order after 12:00 pm (GMT), your item will not ship until your order has been processed on the next business day.

Packaging of your order - Apparel will be shipped either in a soft envelope or a box, depending on the number of items in the order. Digital printed posters, and all other printed artwork are rolled and shipped in a sturdy poster tube. Orders containing both apparel and artwork may be shipped in multiple packages or, depending on the quantity of the items, be shipped in a larger box.

Product Suggestions - We appreciate feedback and suggestions from fans. Please feel free to email our THU Store support with a product suggestion.

Prices and payment

Prices - All prices at THU Store are displayed only in Euros. We suggest you look up the latest exchange rate, to better understand the prices. Availability information for the products in our shop is listed on each item's detail page. As we process your order, we will inform you by e-mail if any items you order turn out to be unavailable or if their delivery will be delayed due to any reasons. When you place an order to purchase a product from THU-Store, we will send you an e-mail confirming receipt of your order and containing the details and the total value of your order.

Payment - THU Store accepts the following forms of payment: Visa, Mastercard and PayPal. We are a licensed company and a verified PayPal account holder. Payment is captured at the time the order is placed.

We do not accept payments via money order, check, COD, or cash. We only accept payment in Euros. We are not responsible for any fees charged by your bank or Paypal to convert your currency to Euros.

THU Store is a Yellow Mammoth brand; your charge will appear on your credit card statement as Yellow Mammoth.

Shipping policy and shipping methods

Shipping - We ship worldwide. Some orders will be sent in separate packages.

Digital printed posters and Statues are shipped separately to help ensure they arrive intact. Additionally, your order may have been shipped from separate warehouses and in these cases will arrive in separate packages.

Please be aware that we cannot deliver to PO boxes or APO addresses. If you have questions about your shipment, if your order has not arrived within the estimated delivery time, or if you believe your order is being returned to sender, please contact THU Store support.

Shipping cost - To estimate shipping costs, please add items to your shopping cart. In the shopping cart, domestic EU shipping costs are displayed as well as Rest of the World shipping costs. To estimate shipping costs above 2kg/4lbs please contact us at THU Store support.

The final shipping cost is generally calculated by the quantity of items, weight of the items and the shipping address. The final shipping and handling cost can be calculated from the Shopping Cart.

Orders shipped internationally may have customs fees, duties, or taxes applied to them. We are not able to estimate those costs and are not responsible for any fees collected by customs. To find out more information about these fees, please contact your local customs agency.

Domestic Shipments - We ship our products using nationally recognized carriers. You will take title to products sent to you at the time we pass them to the shipper, and you will bear the risk of loss during shipping. If you fail to receive a product, please contact the shipper directly.

International Shipments - All recipients outside of the EU, including residents of the Canary, Balearic and Channel Islands are responsible for any local import duties, customs and brokerage fees, or taxes that may be charged. Usually these charges are paid for by the carrier on import of the shipment and then are invoiced to the recipient on or after delivery of the shipment. THU will not be able to offer compensation or refunds for orders that are not deliverable because customs fees are not being paid for by the recipient. Standard time in transit does not include Customs clearance.

Multiple Shipments - When you place an order of several items we will make our best to package it together so that you only pay one shipping. You may have ordered items that could not be packaged together (i.e. Apparel and Statues), and therefore had to be shipped separately. If all shipments have not arrived within the estimated delivery times, please contact THU Store support.

Shipping Damage - Should your shipment arrive at your delivery address damaged, please do not accept the shipment, or have the courier confirm the damage. Since courier services will not accept damage complaints that are filed at a later date, we will not be able to offer compensation or exchange in such cases.

Returns and exchanges

Product Returns - We want you to be happy with your purchase. If you aren't, then you can return unused products within 30 days from the delivery date please contact THU Store support for more information. We will pay returns shipping only in cases of defective products or mishandled orders.

Once you receive the return confirmation email from our THU Store support, please send the item back at the address indicated. The customer is responsible for return postage, and we recommend you send the item back via a traceable shipping method. We are not responsible for returned items that are lost in transit. Once we receive the item back at our warehouse, please allow up to 4 weeks for the return to be processed.

We cannot refund the shipping fees unless the return is due to our error, damaged or defective merchandise. Items returned for refund must be in brand new

condition -- unworn (except to try on), unwashed, and unused, no exceptions -- and within 30 days of purchase. Any items that are received in less than new condition will not be returned to stock and the return will not be processed. Less than new condition includes but is not limited to: items that have been worn or are dirty, items that have animal or human hair, items that do not smell new, items that have been laundered. Items that are found to be unsellable upon return will take additional time to process, as the item is forwarded to THU Store support for inspection.

Items that are sold in a bundle must be returned as a bundle. We will not accept part of a bundled item for return.

Return to Sender - If your order is returned to sender due to an incorrect or invalid address, missed delivery, or refused delivery, you will not be refunded for the item.

Exchanges - For items with damages or defects, or incorrect items received or misshipped, an exchange will be processed. Please contact THU Store support.

Amend an Order or Change a Size - We cannot guarantee that your order can be amended before it is shipped. Please review your order before checking out to ensure that the correct information is entered and the items/sizes are correct. If you need to change your order, please contact THU Store support. We are unable to change the sizes of items in an order, change billing information (including addresses), add items to an existing order, or combine orders, therefore we will cancel that first order and issue a new one.

Please note, amending your address in your address book does not affect any previously submitted orders.

Cancellation Policy - You can only cancel your order before it is shipped. If you receive an email that it has been shipped you cannot cancel your order.

Warranties

Recommended Washing Instruction - We recommend that you wash your apparel inside out and in cold water and hang dry. Apparel that was damaged as a result of incorrect washing cannot be returned or exchanged. Apparel washed correctly will not shrink or may shrink up to 1%.

Warranties - Beyond 30-day return period and for a period of 2 years, THU warrants for clearly essential and unrecoverable defects, only. THU is not responsible for specific characteristic of products and any public statements of THU, for example in advertisement or general product descriptions, shall only be considered if have been expressly and specifically agreed in writing. THU shall only warrant for such defects, which existed at the time of the rendering or acceptance of the product. THU shall – at its sole discretion – remove defects subject to warranty by substitution.

Products & Services are provided “as is” with no liability, to the extent as permitted by law; e.g. under no circumstances will THU be liable for loss and damages, neither direct nor indirect, consequential loss or damages, business interruption.

Without limiting the foregoing, THU's liability arising with respect to an order will not exceed the total fees paid or payable related to a specific order.

Incorrect products

Incorrect Shipment Contents - If you receive the wrong item, size, or order, please contact THU Store support immediately. Once the Item is received, we will exchange the item(s) at no additional cost to you.

Damaged or Defective Items - If you received an item that was found to be defective or damaged upon arrival, please contact THU Store support with your order number and photos of the defect or damage. If your item was damaged as a result of poor packing or in transit, please do not accept the shipment, or have the courier confirm the damage, also send to THU Store support images of how the item was packed in the box. We will accept damage or defect claims up to 30 days from the delivery date.

For limited edition items and numbered artwork that arrived damaged, THU Store support will provide additional instructions.

If you choose to return a damaged or defective item for a refund, please contact THU Store support and you will be refunded once the item is received back at our warehouse.

Disclaimer of warranties

Site Usage & Intellectual Property - This site and the related products and services are offered on an "as is" and "as available" basis, disclaiming all warranties, including specifically the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

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The essence of this website is to celebrate the THU experience and lifestyle. We support a variety of innovative artistic objects, accessories, digital prints, books and more, making these products available to purchase worldwide.

Like most online retailers, we offer the use of this website under a set of legal terms

that are designed to keep our operation efficient. This efficiency, in turn, helps us reduce costs and provide you with lower prices for our products. These conditions of use are stated below, and your use of the site indicates that you agree to abide by these conditions of use.

Site Usage & Intellectual Property - THU Store makes no warranties or representations as to our sites accuracy and specifically disclaims any liability or responsibility for any errors or omissions in the content on our sites. Neither we nor our parent or affiliated companies, nor any other party involved in creating, producing, or delivering the site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the site. You agree that the use of the site is entirely at your own risk. Furthermore, neither we nor any third-party content provider make any warranty with respect to any content, information, services, or products provided through or in conjunction with the site.

We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the site or your downloading of any materials, data, text, images, video, or audio from the site. THU respects the intellectual property of others, and requires that you do the same. All rights, particularly related to trademarks, copyrights, inventions and industrial property rights, with all rights to programs, documents and information, title and interest, especially in and to THU'S brand features and sites, and IP rights shall rest exclusively with THU. If we become aware of the presence of IP infringing material, we will promptly take down or block access to the allegedly infringing material. Please contact THU Store support for our internal process structure will ensure appropriate action

Liability - Products & Services are provided "as is" with no liability, to the extent as permitted by law; e.g. under no circumstances will THU be liable for loss and damages, neither direct nor indirect, consequential loss or damages, business interruption. Without limiting the foregoing, THU's liability arising with respect to an order will not exceed the total fees paid or payable related to a specific order. Depending on the country in which you reside, there are certain legally binding warranties and liabilities (e.g. product liability), which – without limiting the foregoing – are to be fulfilled by THU.e standard shipping in the EU for orders over

Governing Law & Court of Jurisdiction - Applicable Law: Portuguese Law. Court of Jurisdiction: Lisbon, Portugal.

CONTACT

THU Store support

Email us: store@trojan-unicorn.com

Adress: Avenida Duque D'Avila, 104 A

1050-084 Lisboa - Portugal