

SU MA HIGHLAND ARTISAN

TERMS AND CONDITIONS

Sa Pa Highlands, Vietnam

Effective Date: May 2026

These Terms and Conditions ("Terms") govern your use of the Su Ma Highland Artisan website at <https://sumahighlandartisan.com/> and the purchase of products and services offered by Su Ma Highland Artisan. By accessing the website, placing an order, or otherwise engaging with our business, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use the website or place an order.

These Terms form part of a broader policy suite that includes our Privacy Policy, Custom Orders Policy, Orders & Returns Policy, Shipping Policy, Refund Policy, and Craft Variation Disclosure—each of which is available on our website and incorporated by reference herein.

1. DEFINITIONS

The following definitions apply throughout these Terms and Conditions:

1.1 "We," "Us," "Our" refers to Su Ma Highland Artisan, a handcraft business based in the Sa Pa Highlands of Vietnam.

1.2 "You," "Your," "Customer" refers to the individual or entity accessing the Website, placing an Order, or purchasing Products from Su Ma Highland Artisan.

- 1.3 "Products"** refers to all handcrafted goods, custom items, and artisan products offered for sale by Su Ma Highland Artisan, whether through the Website, email, phone, or other communication channels.
- 1.4 "Website"** refers to <https://sumahighlandartisan.com/>, including all pages, content, and services accessible through it.
- 1.5 "Order"** refers to a request to purchase Products submitted through the Website, email, phone, or any other communication channel accepted by Su Ma Highland Artisan.

2. GENERAL TERMS

- 2.1** These Terms apply to all transactions, communications, and interactions with Su Ma Highland Artisan, whether conducted through the Website, email, phone, or in person.
- 2.2** Customers must be at least eighteen (18) years of age to make a purchase. Individuals under the age of 18 may place orders only with the consent and supervision of a parent or legal guardian.
- 2.3** Su Ma Highland Artisan reserves the right to refuse service, decline orders, or terminate access to the Website for any individual at its sole discretion, without obligation to provide a reason.
- 2.4** We may update, modify, or amend these Terms at any time. Material changes will be communicated through a notice posted on the Website. The date of the most recent revision will be indicated at the top of this document.
- 2.5** Your continued use of the Website or placement of Orders after any changes to these Terms constitutes your acceptance of the updated Terms. We encourage you to review this page periodically.

3. PRODUCTS & HANDCRAFTED NATURE

- 3.1** All Products offered by Su Ma Highland Artisan are handmade by skilled artisans in the Sa Pa Highlands of Vietnam using traditional techniques passed down through generations and natural, locally sourced materials.
- 3.2** Due to the handcrafted nature of our Products, natural variations in color, texture, size, pattern, and weight are inherent to each piece and should be expected. These characteristics are a hallmark of authentic handcrafted artistry and reflect the individuality of the artisan's work.
- 3.3** No two items are identical. Product images displayed on the Website are representative of style and general appearance but may differ slightly from the actual Product received in terms of color, texture, dimensions, or pattern.
- 3.4** Natural variations as described in this section are not considered defects and do not constitute grounds for a return, exchange, or refund.
- 3.5** For a comprehensive explanation of the types of variations you may encounter, please refer to our **Craft Variation Disclosure**, available on the Website.

4. ORDERING & ACCEPTANCE

- 4.1** Orders may be placed through the following channels:
- (a) The Website at <https://sumahighlandartisan.com/>;
 - (b) Email at mathixu490@gmail.com; or
 - (c) Phone at +84 36 437 5705.

- 4.2** The submission of an Order constitutes an offer by the Customer to purchase the specified Products. Su Ma Highland Artisan reserves the right to accept or decline any Order, in whole or in part, at its sole discretion.
- 4.3** An Order is not considered accepted until an order confirmation has been issued by Su Ma Highland Artisan via email. Receipt of an automated order acknowledgment does not constitute acceptance.
- 4.4** Prices listed on the Website or communicated via other channels are subject to change without prior notice. However, Orders that have been confirmed will be honored at the price quoted at the time of confirmation.
- 4.5** For custom or bespoke orders, additional terms apply. Please refer to the separate **Custom Orders Policy** available on the Website for full details regarding custom order processes, timelines, and conditions.

5. PRICING & PAYMENT

- 5.1** All prices are displayed in the currency indicated on the Website at the time of purchase, or as communicated in individual quotes for custom orders.
- 5.2** Full payment must be received and confirmed before Products are shipped, dispatched, or made available for pickup, unless alternative payment arrangements have been expressly agreed upon in writing.
- 5.3** Accepted payment methods will be displayed at checkout on the Website or communicated at the time of the Order. Su Ma Highland Artisan reserves the right to modify available payment methods at any time.
- 5.4** Su Ma Highland Artisan is not responsible for any additional bank fees, currency conversion charges, intermediary bank charges, or

transaction fees imposed by the Customer's financial institution or payment provider. All such costs are the sole responsibility of the Customer.

- 5.5** Failure to complete payment within the timeframe specified at the time of Order or within any agreed-upon payment schedule may result in the cancellation of the Order without further notice.

6. SHIPPING & DELIVERY

- 6.1** Shipping terms, methods, and estimated delivery windows are governed by the separate **Shipping Policy** available on the Website. Customers are encouraged to review the Shipping Policy before placing an Order.
- 6.2** Shipping costs are the responsibility of the Customer unless a promotional offer, special arrangement, or other written agreement provides otherwise.
- 6.3** Delivery timelines provided at the time of purchase or on the Website are estimates only. Actual delivery times may vary based on destination, carrier performance, customs processing, weather conditions, and other factors beyond the control of Su Ma Highland Artisan.
- 6.4** Su Ma Highland Artisan is not responsible for delays caused by customs authorities, postal services, courier companies, or force majeure events as described in Section 12 of these Terms.
- 6.5** Risk of loss or damage to Products transfers to the Customer once the package has been handed to the designated shipping carrier. Su Ma Highland Artisan is not liable for loss, damage, or theft that occurs during transit.

6.6 International Customers are solely responsible for any import duties, taxes, tariffs, customs fees, or other charges levied by the destination country. These charges are not included in the purchase price or shipping cost.

7. RETURNS, EXCHANGES & REFUNDS

7.1 All returns, exchanges, and refunds are governed by the separate **Orders & Returns Policy** and **Refund Policy**, both of which are available on the Website. Customers should review these policies carefully before making a purchase.

7.2 Custom and bespoke orders are considered final sale and are not eligible for return, exchange, or refund, except as otherwise provided in the **Custom Orders Policy**.

7.3 Items received in a damaged or defective condition must be reported to Su Ma Highland Artisan within seven (7) calendar days of delivery. Reports should include photographs and a description of the issue and may be submitted via email at mathixu490@gmail.com.

7.4 Items that have been used, worn, washed, altered, or are not in their original condition at the time of return may not be eligible for a return, exchange, or refund.

8. INTELLECTUAL PROPERTY

8.1 All content on the Website—including but not limited to text, images, photographs, illustrations, designs, logos, graphics, product descriptions, and marketing materials—is the intellectual property of

Su Ma Highland Artisan and is protected by applicable intellectual property laws.

- 8.2** Customers and visitors may not reproduce, distribute, modify, publicly display, create derivative works from, or commercially use any content from the Website without the prior written permission of Su Ma Highland Artisan.
- 8.3** Product designs, artisan patterns, traditional motifs, and proprietary techniques represented in our Products are the property of Su Ma Highland Artisan and its artisan partners. These may not be copied, replicated, or reverse-engineered for commercial purposes.

9. WEBSITE USE

- 9.1** The Website is provided for personal, non-commercial use related to browsing, learning about our artisan heritage, and purchasing Products. Any use of the Website for purposes other than those intended is strictly prohibited.
- 9.2** Customers agree not to use the Website for any unlawful purpose or in any way that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.
- 9.3** Su Ma Highland Artisan makes reasonable efforts to ensure the accuracy of information on the Website. However, we are not responsible for any errors, omissions, interruptions, or inaccuracies, and we reserve the right to correct them at any time without prior notice.
- 9.4** The Website may contain links to third-party websites for informational or convenience purposes. Su Ma Highland Artisan is not responsible for the content, privacy practices, or policies of any third-party websites and does not endorse or guarantee any products or services offered therein.

10. PRIVACY

10.1 The collection, use, storage, and protection of Customer data is handled in accordance with the separate **Privacy Policy**, which is available on the Website.

10.2 By accessing the Website, placing an Order, or otherwise providing personal information to Su Ma Highland Artisan, you consent to the collection and use of your information as described in the Privacy Policy. We encourage all Customers to review the Privacy Policy before engaging with the Website.

11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by applicable law, Su Ma Highland Artisan, its artisans, owners, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the use of the Website, the purchase or use of Products, or any transaction conducted through the Website or other communication channels.

11.2 In no event shall the total aggregate liability of Su Ma Highland Artisan for any claim or series of related claims exceed the total amount paid by the Customer for the specific Product or Products giving rise to the claim.

11.3 Su Ma Highland Artisan does not warrant that Products will meet every individual expectation, preference, or subjective standard of quality, given the inherently variable nature of handcrafted goods made from natural materials.

11.4 Su Ma Highland Artisan shall not be liable for any delay or failure in performance caused by events beyond reasonable control (force

majeure), including but not limited to natural disasters, floods, earthquakes, pandemics, epidemics, government actions or restrictions, armed conflict, supply chain disruptions, transportation delays, labor shortages, or interruptions to communication or power infrastructure.

12. INDEMNIFICATION

12.1 You agree to indemnify, defend, and hold harmless Su Ma Highland Artisan, its artisans, owners, employees, agents, and partners from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to:

- (a) Your use of the Website or Products;
- (b) Your violation or breach of any provision of these Terms;
- (c) Your violation of any applicable law, regulation, or third-party right; or
- (d) Any misuse, misrepresentation, or unauthorized alteration of purchased Products.

13. GOVERNING LAW & DISPUTE RESOLUTION

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam, without regard to conflict of law principles.

13.2 In the event of any dispute, claim, or controversy arising from or relating to these Terms, the parties agree to first attempt to resolve the matter through good-faith negotiation. Customers may initiate this

process by contacting Su Ma Highland Artisan directly via email at mathixu490@gmail.com or by phone at +84 36 437 5705.

13.3 If a resolution cannot be reached through negotiation within a reasonable period, either party may submit the dispute to the competent courts of the Socialist Republic of Vietnam, which shall have exclusive jurisdiction over the matter.

14. SEVERABILITY

14.1 If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, it shall be severed from these Terms. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

15. CONTACT US

If you have any questions, concerns, or requests regarding these Terms and Conditions or any aspect of your experience with Su Ma Highland Artisan, we welcome you to reach out to us through any of the following channels:

Email: mathixu490@gmail.com

Phone: +84 36 437 5705

Website: <https://sumahighlandartisan.com/>

Location: Sa Pa Highlands, Vietnam

We are committed to transparency, open communication, and ensuring that every customer feels confident and informed when engaging with our artisan products. Your questions are always welcome, and we are here to help.

Su Ma Highland Artisan | Sa Pa Highlands, Vietnam

These Terms and Conditions are effective as of May 2026 and may be updated at any time.

© 2026 Su Ma Highland Artisan. All rights reserved.