Evervue Return, Refund & Cancellation Policy

1. Overview

This Return, Refund & Cancellation Policy governs cancellations, returns, refunds, exchanges, missing parts, damaged goods, and related matters concerning products purchased from Evervue.

As Evervue operates as a factory-direct manufacturer, many products are manufactured, assembled, engineered, customized, or procured specifically for each Customer. Consequently, cancellation, return, and refund rights may vary depending upon:

- Product type;
- Product customization;
- Production status;
- Customer classification;
- Applicable consumer protection laws; and
- The jurisdiction in which the transaction occurs.

This Policy should be read together with Evervue's Terms & Conditions, Warranty Policy, and Shipping & Delivery Policy.

2. Consumer Rights Notice

2.1 Business Customers (B2B)

Business Customers generally purchase products for commercial, professional, institutional, development, hospitality, healthcare, marine, government, resale, or other business purposes.

Except where expressly agreed in writing, all sales to Business Customers are final.

Business Customers do not have an automatic right to return products, cancel orders, or receive refunds after order acceptance.

2.2 Consumers (B2C)

Consumers may have statutory rights that cannot be excluded, restricted, or waived under applicable law.

Nothing in this Policy shall exclude or limit any mandatory consumer rights applicable in the Customer's jurisdiction.

Consumer rights may vary depending upon the country or region where the purchase occurs.

3. Custom-Made Products

Custom Products, made-to-order products, engineered-to-order products, personalized products, project-specific products, and products manufactured to Customer-approved specifications are produced specifically for the Customer.

Accordingly:

- Orders may be cancelled prior to production commencement subject to applicable cancellation charges;
- Once production, engineering, procurement, material sourcing, or manufacturing activities have commenced, orders may become non-cancellable and non-refundable;
- Custom Products generally cannot be returned due to change of mind, incorrect measurements supplied by the Customer, customer-approved specifications, project cancellations, or preference changes.

Nothing in this Section limits any non-excludable statutory consumer rights.

4. **Standard Products**

United States

Consumer rights vary by state. Certain states may provide non-waivable rights relating to defective products, consumer protection, implied warranties, or cancellation rights.

Australia

Nothing in this Policy excludes, restricts, or modifies any rights or remedies available under the Australian Consumer Law (ACL).

Consumers may be entitled to repair, replacement, refund, or compensation where products fail to meet consumer guarantees.

United Kingdom

Consumers retain rights under the Consumer Rights Act 2015 and other applicable legislation.

Where applicable, Consumers may be entitled to repair, replacement, price reduction, or refund.

Netherlands and European Union

Consumers may be entitled to rights under the Dutch Civil Code and applicable European Union consumer protection legislation.

Where legally applicable, Consumers may have a fourteen (14) day withdrawal period for eligible distance purchases.

The withdrawal right generally does not apply to customized, personalized, made-to-order, or specially manufactured products.

Hong Kong Special Administrative Region

Consumers retain any rights available under applicable Hong Kong Special Administrative Region consumer protection and sale of goods legislation, including rights relating to acceptable quality and fitness for purpose.

United Arab Emirates

Consumers retain any rights available under applicable UAE Consumer Protection Law and related regulations.

Panama

Consumer retain rights under Law No. 45 of 2007 (General Law on Consumer Protection and Defense) and related regulations.

5. Non-Returnable Products

Unless required by applicable law, the following products are non-returnable:

- Customized products;
- Personalized products;
- Made-to-order products;
- Special-order products;
- Project-specific products;
- Clearance products;
- Final-sale products;
- Open-box products;
- Demonstration products;
- Products sold “as-is”;
- Products modified at the Customer’s request.

Returns based on change of mind, preference changes, project cancellations, ordering errors, measurement errors supplied by the Customer, or similar reasons are not accepted for these products.

6. Damaged Goods

Claims involving products damaged during transportation are governed by Evervue’s Shipping & Delivery Policy.

Customers must comply with all transport damage reporting requirements, including reporting deadlines, inspection procedures, documentation requirements, and packaging retention obligations.

Failure to comply with the Shipping & Delivery Policy may result in denial of transport damage claims.

7. **Minor Cosmetic Imperfections and Frame Conditions**

Minor cosmetic imperfections in a product's frame, finish, surface, edges, corners, joints, or decorative components shall not, by themselves, constitute grounds for return, refund, cancellation, or replacement where the condition does not materially affect the product's intended functionality, structural integrity, safe use, or conformity with the agreed specifications.

Examples may include minor scratches, surface blemishes, small paint or coating irregularities, minor finish variations, and other cosmetic conditions described in Evervue's Terms and Conditions and Warranty Policy.

Requests for return, refund, replacement, or other remedies relating to alleged manufacturing defects shall be assessed in accordance with Evervue's Warranty Policy.

Conditions involving structural defects, significant manufacturing defects, or other failures that materially affect the product's intended functionality, structural integrity, safety, or conformity with the agreed specifications shall not automatically be classified as minor cosmetic imperfections.

Transportation-related damage, missing parts, and delivery discrepancies must be reported in accordance with the applicable provisions of this Policy and Evervue's Shipping & Delivery Policy.

Evervue may request photographs, videos, product identification, packaging information, delivery documentation, or other reasonable supporting evidence to assess a claim.

Any decision concerning a return, refund, repair, replacement, or other remedy remains subject to the applicable policy provisions and mandatory consumer protection laws. Nothing in this Section limits any statutory rights or remedies that cannot legally be excluded.

8. Missing Parts

Customers must inspect all shipments promptly upon delivery.

Any claim relating to missing components, missing accessories, missing hardware, or incomplete shipments must be reported to Evervue within seven (7) calendar days of delivery.

The Customer may be required to provide:

- Photographs;
- Packaging information;
- Shipping labels;
- Product identification;
- Delivery documentation; and
- Other supporting information reasonably requested by Evervue.

Evervue reserves the right to investigate all missing parts claims before providing replacement components.

9. Order Cancellation Before Production

Cancellation requests must be submitted in writing.

Where production, engineering, procurement, material sourcing, or manufacturing has not commenced, cancellation requests may be approved subject to administrative charges, processing fees, transaction fees, engineering costs, and other costs incurred by Evervue.

Approved refunds may be reduced by such costs to the extent permitted by applicable law.

10. Order Cancellation After Production Begins

Once production, engineering, procurement, material sourcing, manufacturing, assembly, or customization activities have commenced, cancellation rights may be restricted or unavailable.

For approved cancellations, Evervue may retain all amounts reasonably necessary to recover:

- Engineering costs;
- Design costs;
- Material costs;
- Procurement costs;
- Manufacturing costs;
- Labor costs;
- Logistics costs;
- Administrative costs; and
- Other costs incurred in connection with the order.

Custom Products may become entirely non-cancellable and non-refundable once production begins.

11. Refund Processing

Approved refunds shall be issued using the original payment method whenever reasonably practicable.

Refund processing times may vary depending upon:

- Banking institutions;
- Credit card issuers;
- Payment processors;
- Currency conversion procedures;
- International banking systems.

Evervue shall not be responsible for delays caused by financial institutions or payment processors.

Shipping charges, customs duties, taxes, brokerage fees, installation costs, labor costs, and third-party service costs may be non-refundable unless required by applicable law.

12. Chargebacks

Customers agree to contact Evervue and provide a reasonable opportunity to investigate and resolve any dispute before initiating a chargeback, payment reversal, banking dispute, or similar claim.

Where a chargeback is initiated without valid legal grounds, Evervue reserves the right to:

- Contest the chargeback;
- Suspend warranty services;
- Suspend technical support;
- Refuse future orders;
- Recover collection costs;
- Recover chargeback fees;
- Pursue legal remedies available under applicable law.

Nothing in this Section limits any rights available to Consumers under applicable law.

13. Contact Information

Questions regarding cancellations, returns, refunds, missing parts, damaged goods, or related matters may be submitted to:

Customer Support: support@evervue.com

Sales Department: sales@evervue.co.uk

Website: www.evervue.com

Customers should retain all order documentation, invoices, photographs, and shipping records when contacting Evervue regarding any claim under this Policy.