

TERMS AND CONDITIONS
Terms of Use Agreement
The use of this site is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site indicates your acceptance of these terms and conditions. Your placement of an order indicates your acceptance of these terms and conditions. Your submittal of any purchase order to navoshi.com indicates acceptance of these terms and conditions. These terms and conditions shall supersede any subsequent terms or conditions included with any purchase order, whether or not such terms or conditions are signed by navoshi.com.
Navoshi.com reserves the right to make changes to this site and these terms and conditions at any time. By ordering or registering on Navoshi.com you grant us the right to add your contact details to our database. From time to time we may contact you about offers and new products. You can easily be removed by either unsubscribing via a link or contacting our Customer Service at info@navoshi.com and we will remove you from marketing communications.
These Terms and Conditions of Sale apply to the purchase in Sri Lanka of products sold on the Sri Lankan website https://www.navoshi.com
www.navoshi.com is operated by Navin Enterprises Lanka Pvt Ltd (referred to hereinafter as "the Seller") is a Sri Lankan company with its registered office at 26, Rampart Road, Etul-Kotte, Sri Lanka with Business Identification No. PV18689, registered with the requirements under the Companies Act, No. 7 of 2007.
To contact us, either use our contact form or write to us at: 26, Rampart Road, Etul-Kotte, PO 10100, Sri Lanka or call us on: +94 712290390
1. Personal data protection
Navin Enterprises Lanka Pvt Ltd, which operates the website www.navoshi.com , states that customer information, is stored in accordance with the applicable laws of Sri Lanka, namely the Law on Protection of Personal Data and subsequent amendments and regulations. The buyer, entering into a contract, agrees with the processing and collection of his personal data in the seller's database after successful completion of the contract and until a written statement disagreeing with such treatment. The buyer has the right to access his personal data, the right to correct them, including other legal rights to such data. Personal data can be removed from the database based on the customer's written request. Personal data of customers are fully protected against abuse. The contractor does not provide the customer's personal information to any other person. Exceptions are the external carriers that are provided with the personal information of customers to a minimum, which is required for delivery of the goods. The customer may make a written request to remove such information from the company database.
2. Object
The object of this agreement is to define the terms of sale of products sold on the website www.navoshi.com (referred to hereinafter as "the Website") between Navin Enterprises Lanka Pvt Ltd, the Seller, and any person aged over 18 and/or having the capacity to enter into a contract (referred to hereinafter as "the Customer") and wishing to make a purchase for his/her strictly personal reasons, excluding any professional or commercial purpose (referred to hereinafter as "the Parties").
It is expressly agreed between the Parties that the Terms and Conditions of Sale in effect on the date of purchase and accepted by the Customer govern their dealings exclusively.
If a particular matter is not provided for in these Terms and Conditions of Sale, current practices in the sector of distance selling involving companies with their office in Sri Lanka will be applied.
3. Details of products
3.1. Description of products
Products available for sale on the Website are represented by high quality photographs and accompanied with a description of their key features.
Products are described and presented as accurately as possible.
However, given the computer technology used, products delivered may sometimes have minimal differences compared to the photographs on the Website, particularly differences in colour.
3.2. Prices

Prices
Prices are indicated in USD (\$) or Sri Lankan Rupee (LKR) including taxes.
The price of products does not include delivery costs of the order which remain payable by the Customer, the amount of which will be indicated when checking the 'basket' as well as on the order before it is confirmed.
By confirming an order, the Customer agrees to pay the full price previously indicated.
In the case of an obvious error in the price of a product, the Seller reserves the right to cancel the purchase of this product, at no charge for the Customer.
Prices are subject to change without notice. There may be duties and taxes added to your package by the destination country. You will be responsible for these upon delivery and are not included in your order total. All credit cards are charged in USD or LKR.
Shipping costs
The exact amount of shipping costs depends on the country to which the order is shipped.
For more details on the shipping costs per country, the Customer is asked to refer to this checkout section of the Website introducing his/her address.
The total price indicated on the final screen of the payment process and in the confirmation of receipt of the order includes shipping costs.
4 – Order
4.1 Placing orders
Valid identification data will be required with your order (name, surname, address, phone, email). These data are necessary to issue the invoice and to deliver your goods. The seller does not bear the responsibility for problems caused due to incorrect or non-complete data, especially when no phone number was stated.
The Customer has to complete different stages to place an order on the Website: www.navoshi.com
1.Select products
2.Add products to basket
3.Check/Change order
4.Select delivery and billing options
5.Select payment
6.Pay
7.Confirm order
8. Receive an order confirmation.
The Customer can make changes to his/her basket prior to final confirmation.
The Customer is bound by the order once he/her clicks on "Place Order" at the end of the ordering process.
Once the order is recorded, a confirmation message will be automatically displayed on the Website, indicating the order number and details of the products purchased.
After receiving the order, the Seller will e-mail the Customer a detailed acknowledgement of receipt for his/her order indicating the products ordered and the amount billed (including taxes and shipping costs). By issuing this receipt, the Seller accepts the order placed by the Customer.
By placing an order, the Customer accepts the prices and descriptions of products purchased as well as the Terms and Conditions of Sale in effect on the date of the order.
For any exceptional orders (due to quantities ordered or delivery address in particular), the Customer must contact the Customer Service.
4.2 Prior acceptance of Terms and Conditions of Sale
Prior to ordering anything from the Website, the Customer is required to read and accept the Terms and Condition of Sale, indicating this by ticking a box on the acceptance window, which appears during the order process prior to payment.

The Customer can save and print the Terms and Conditions of Sale in effect on the date of his/her order via the acceptance window or using the "Terms and Conditions" section of the Website.
These Terms and Conditions of Sale can be changed at any time. However, the Terms and Conditions of Sale applicable to an order are those in effect on the date this order is placed.
4.3 Refusal or freezing of order by Seller
In the case of a difficulty or dispute on a previous order, the Seller reserves the right to freeze the Customer's order until the problem is resolved.
The Seller can also refuse or cancel an order in the following situations:
The Customers bank details are unusable (incorrect or non-verifiable),
The payment has been refused by the Customers bank or was not made in the set time,
The delivery address provided by the Customer is incorrect or does not exist,
The Customer is presumed not to have the capacity to contract or not to be ordering for his/her strictly person purposes,
The price indicated was clearly incorrect,
The order is identified by security systems as being unusual or fraudulent,
The Customer has violated these Terms and Conditions of Sale,
Or for any other legitimate reason.
The Seller can then carry out some additional checks and ask the Customer for the documents or information required to fulfill the order.
The Seller cannot be held liable for any damages or costs incurred following this refusal or freezing of an order.
4.4 Availability of products
Orders are only honored if stock is available.
Products offered and prices are valid when they are visible on the Website at the time the Customer is placing an order, according to available stock.
If a product is not available after the Customer places an order, the Seller will inform the Customer by e-mail as soon as possible. The amount of the order will be recalculated and the Customer will be reimbursed for the value of the products not available or the whole of the amount of the order if it is completely unavailable, at the latest within 14 days after the Customer has placed the order. If the Seller cancels the order due to the unavailability of the products, the Customer is not entitled to any compensation.
However, if a product is unavailable, the Seller can supply a product of an equivalent quality and price if the Customer agrees. The Seller in this case, pays the return costs resulting from exercising the right of withdrawal related to the substituted product.
4.5 Order Cancellations
If notified before goods have been dispatched, Seller can accommodate order cancellations. If items have been shipped, Seller reserves the right to refuse order cancellation or charge a cancellation fee to be able to request the return of the package from our delivery service.
5. Payment
5.1 – Currency
The Seller agrees to deliver the products, orders payable in US Dollars (USD) or Sri Lankan Rupees (LKR).
If the local currency of the Customer differs from the currency in which the prices appear on the Website, the Customer's bank will apply the exchange rate in effect on the date of the order (unless a different rate is applied on a discretionary basis by the Customer's bank).
Consequently, changing the currency on the website, will change the price of the products given the change in currency.
5.2 – Terms of payment
Consumer can pay for his/her orders only in advance via bank transfer or on the secure payment server by Payment methods or online credit card payment –

Visa / MasterCard / AMEX / EzCash / Mcash / SampathVishwa.
The Customer can pay for his/her orders on the secure payment server by Visa card or Mastercard indicating his/her card number, expiry date and the last three figures on the back of the card.
5.3 Protection of payments
The Seller has set up a process for the protection of transactions with a view to ensuring the security, integrity and confidentiality of payments made on its Website. Credit card numbers are not stored in the Seller's systems. When purchasing, the bank details and payment details of the Customer are encrypted using the SSL protocol (Secure Socket Layer) from when they are entered by the Customer until the end of the transaction.
None of the Customer's bank information goes through the Website or is recorded on a public server or on the Seller's servers. The Customer's bank details will therefore be requested again for each new order on the Website.
However, the Seller cannot be held liable for damages resulting from events outside its control related to the use of electronic means of communication (failure or delay in the transmission of electronic communications/data, interception or manipulation of electronic communications by third parties and/or computer viruses).
5.4 – Reservation of title
The Seller reserves title to the products until it has received payment in full for the products.
5.5 – Promotional codes
With discount deals (promotional codes, discount vouchers, etc.), the Customer is eligible for an exceptional discount on the purchase of a single product or on an order for several products during the period of validity.
These discount deals are only valid during the period of validity and are limited to the number of products and stocks available indicated on the deal concerned.
Discount deals are personal, not transferable to a third party in any way whatsoever and can only be used for on-line purchases on the Website.
Discount deals cannot be combined nor can they be combined with another special offer or promotion, unless stated otherwise in the deal.
Discounts cannot under any circumstance be exchanged for cash.
Discounts are deducted from the amount including tax of the product concerned or the order, excluding delivery costs, which are paid by the Customer.
If items included in an order are returned and the order no longer meets the spend level required for the promotion, the discount will no longer apply. If a promotional code is used to receive a free gift with an order and the order is returned, the free gift must also be returned in its original condition, otherwise the cost of the free gift will be charged to the customer.
6. Delivery
6.1 Delivery territory
Orders can be delivered in the countries listed in this checkout section of the Website.
If the Customer requires delivery to a territory other than those listed, he/she can contact Customer Service. However, the Seller can only meet this request if it is technically possible and the Customer agrees to bear all the resulting costs, which will have been indicated by the Seller in advance.
6.2 Delivery times
From Monday to Friday, orders confirmed before 16:00 p.m. GMT+5:30 and paid by card are handled during that day. Orders confirmed after 16 p.m. GMT+5:30 are handled on the first working day after the date of the order.
Orders confirmed on Saturdays, Sundays or public holidays in Sri Lanka are handled on the Monday or first working day after.
Delivery times are expressed in working days and vary according to the destination (working days are days actually worked in the company, which excludes Saturdays, Sundays and public holidays).

Times generally indicated for the different modes of delivery from dispatch are:
EU countries – 10-14 working days
USA – 14-17 working days
The delivery times provided by Navin Enterprises Lanka Pvt Ltd are estimates only. Navin Enterprises Lanka Pvt Ltd will not be held accountable for late deliveries or loss or damage relating to late deliveries. In the event that multiple items are ordered, part deliveries may be made where stock is not available. All reasonable attempts to notify you will be made using the details you provided. Please ensure you enter the correct delivery address. Navin Enterprises Lanka Pvt Ltd cannot be held responsible for incorrectly entered delivery addresses.
6.3 Terms of delivery
The Seller has appointed different carriers to transport products ordered.
The Customer must sign the delivery note issued to him/her by the carrier on delivery.
If it is not possible to deliver the order to the Customer (Customer not in, address wrong or cannot be found, Customer has not provided necessary entry codes, inability to access delivery address, etc.) the carrier leaves to the Customer a note stating that he attempted to deliver the parcel and indicating the procedure to retrieve the parcel. More often, carriers attempt to deliver the parcel 2 or 3 more times at the delivery address and/or indicate the closest depot to the delivery address from which the parcel may be picked up. If the delivery is still impossible, the parcel is returned to the Seller and kept by him for 30 calendar days at the Customer's disposal.
Partial deliveries can be made if, for example (but not only in this case), certain products are unavailable. In this case, the Seller will inform the Customer by e-mail to the address provided to it when ordering. The Seller will propose a new delivery time for the products that are unavailable and the Customer will be free to accept this or not. The Seller will bear the additional shipping costs, which will not be billed, to the Customer. If the Customer refuses the new delivery date, the Seller will reimburse the Customer for the products not delivered at the latest within 7 days after receipt of the Customer's written refusal.
6.4 – Inspection on delivery
On delivery, the Customer shall inspect the products and packaging to check whether the products are damaged or not.
Make sure the packaging of the product is not damaged. If the packaging shows any signs of damage (e.g. is broken, unstuck, etc.) do not accept the goods or accept under correction
If the products are damaged after unpacking the product, the Customer shall contact us immediately.
If it is possible Customer shall make photos of the damage and send it to Seller via email. When unpacking, make sure not to damage the packaging and the inside padding, in your own interest do not throw the packaging and keep it for some time.
Seller will reimburse him/her for the full price of the damaged products as well as the delivery costs within 5 days after the Seller has received the damaged products and recorded their return.
6.5 – Transfer of risks
The risk of loss or damage of products ordered is transferred to the Customer when he/she, or a third party designated by him/her, takes physical possession of the products ordered.
However, the risks are transferred to the Customer at the time of delivery (on the agreed date) if the Customer, or a third party appointed by him/her, clearly does not take the reasonable measures necessary to take physical possession of the products ordered.
6.6 Tracking of order
After ordering, the Customer is given an order tracking number. With this number, the Customer can obtain information about the progress of the delivery of the order via the website of the carrier nominated by the Seller, in the section for tracking parcels.
The Customer is given the address of the carrier's website in the order confirmation e-mail.
The Customer can also contact the Customer Service if he/she has any questions relating to the tracking of his/her order.
6.7 International Customs Charges
Some orders may incur a customs or import duty charge. Navin Enterprises Lanka Pvt Ltd do not have any control over these charges or are unable to advise what they will be, as it is based on your own countries regulations & compliances. For further information, please contact

your local customs office.

All charges are to be paid by the customer on delivery of order. Orders cannot be returned to sender and Navin Enterprises Lanka Pvt Ltd will never pay these customs charges on your behalf. If you refuse to pay these charges your parcel may be abandoned, and Navin Enterprises Lanka Pvt Ltd will not be held responsible for any loss of funds as a result of this occurrence. We cannot mark International orders as a gift in order to bypass or reduce any customs fees. This is an illegal practice and as an established business we will not do this.

7. WITHDRAWAL FROM A CONTRACT – RETURN OF GOODS

In accordance with Law the Consumer has the right to withdraw from the contract within 14 days of receipt of the goods. If he decides to withdraw from the contract within this term and he keeps to the below-mentioned terms, the purchase price will be returned:

- Withdrawal from the contract must always be in writing;
- If the goods, to be returned under this warranty, are packed in a different container, bear marks of wear or are damaged or incomplete (including accessories, warranty certificate, instructions etc.) the seller has the right to demand compensation;
- Expenses associated with postage and packing and transportation of the goods to the supplier shall be borne by the customer to full extent;
- Money for the goods will be returned to the customer by bank transfer to his account at the latest within 30 days of withdrawal from the contract.

The Seller is responsible to the Consumer, that the thing sold is at the time of acceptance by the customer, in accordance with the contract, in particular, it is free of defects. In case of conflict with the contract, the Consumer has the right to withdraw from the contract. The Consumer has the right, that the Seller, free of charge and without undue delay, put the product in accordance with the purchase agreement, according to Consumer demand by exchanging the product. If such procedure is not possible, the buyer may request a reasonable discount on the price or withdraw from the contract. This does not apply if the Consumer, prior to accepting the product, knew about the conflict with the contract or conflict with the contract has he caused.

The sending of either the withdrawal form or the products before the expiry of the withdrawal period must be provable (for example in the form of a postal receipt).

The Customer has a period of 14 days after informing the Seller he/she has exercised his/her right of withdrawal to return the products to the Seller or to a person authorized by the latter to receive them.

The Customer only bears the direct costs generated by the return of the products.

The period begins when the Seller receives the notice of withdrawal or the products.

In general, for the computation of time, the day of receipt of the notice of withdrawal or the products shall not be counted as part of the period. If the last day of this period falls on a public holiday, a Saturday or a Sunday, the period shall end on the first working day thereafter.

However, reimbursement will only be made when the Seller has received the returned products.

The Customer is responsible for the return of the products until they are received by the Seller. Therefore, the Customer is strongly advised to return the products by a means allowing him/her to track his/her parcel.

Returns Process

After receiving the products, if the Customer would like to withdraw the contract, he/she can follow the simple steps below:

1. Complete the form on our contact page with selected option "other" for change of mind/right of withdrawal and enclose with the returned products. To ensure prompt turnaround, all fields have to be completed.
2. Pack all returned products with the invoice in a secure carton or reuse the original packaging. All returned products have to be securely enclosed in a package as the Seller is not able to accept the products if damaged.
3. Write on the package our address stated below (the original shipping label has to be covered or removed) and send to:

Navin Enterprises Lanka Pvt Ltd

26, Rampart Road,

Etul-Kotte 10100

Sri Lanka
For security and peace of mind, the Seller strongly suggest sending insured registered post as he/she is not liable for lost of returned parcels.
4. Once received in the Sellers warehouse, the Seller will inspect and process the products within 1 working day. The Customer is kept informed, the Seller will send him an email confirming the refund, and how it is being processed to his original form of payment.
No returns can be made in person.
8 Conformity guarantee and guarantee for hidden defects
The Customer has a period of 1years from the effective delivery of the product to make a claim under the conformity guarantee. To this end, the Customer informs the Seller that the product is not as ordered within a period of 2 months from the date this is noted. Unless proved otherwise, any problem that appears within 6 months after delivery to the Customer is presumed to exist at the time of delivery; after this time, the Customer must provide proof that the problem existed on the date of delivery of the product concerned.
In such circumstances, the Customer can claim the repair or replacement of the product, or, if this proves impossible or disproportionate for the Seller (for example, if the costs are excessive compared to a reduction of price or cancellation of the contract), the Customer can obtain an appropriate reduction of the price and keep the product concerned, or get a full refund with the return of the product concerned to the Seller (cancelling the order is not possible in the case of a minor problem).
We suggest to keep your receipt or similar documents received when you purchase your Navin Enterprises Lanka Pvt Ltd products. The above applies ONLY to consumers as defined by the Sri Lankan law.
Damages deriving from the use or from an accident or by wear and tear do not fall within this guarantee or any other Navin Enterprises Lanka Pvt Ltd guarantees. Navin Enterprises Lanka Pvt Ltd denies any responsibility deriving from incidental or consequential damages caused by the misuse of our products and components.
To make a warranty claim, please contact Navin Enterprises Lanka Pvt Ltd. You will be required to provide detailed information to your claim, plus provide us photo/video evidence of the defect.
In all cases, if the Customer's claim is justified and achievable, the Seller will, if applicable, repair or replace the product concerned for free, offer an appropriate reduction of the price or reimburse the Customer for the full purchase price of the product concerned as well as the delivery and return costs.
Reimbursements are paid using the payment method utilized to place the order as soon as possible and no later than within 14 days after the date on which the seller received the claim from the Customer and the product.
However, reimbursement will only be made when the product returned has been received by the Seller.
If the Customer's claim is not justified, the Seller will inform the Customer of the reasons for its refusal and, as chosen by the Customer, the product will be made available in the Seller's warehouse or shipped to the address indicated by the Customer, at the Customer's cost, within 30 calendar days after receipt by the Seller of the product returned by the Customer.
Returns Process
After receiving the products, if the Customer would like to return them, he/she can follow the simple steps below:
1. Contact Navin Enterprises Lanka Pvt Ltd for lack of conformity or hidden defects.
2. Pack all returned products with the invoice in a secure carton or reuse the original packaging. All returned products have to be securely enclosed in a package as the Seller is not able to accept the products if damaged.
3. Write on the package our address stated bellow (the original shipping label has to be covered or removed) and send to:
Navin Enterprises Lanka Pvt Ltd
26, Rampart Road,
Etul-Kotte 10100
Sri Lanka
For security and peace of mind, the Seller strongly suggest sending insured registered post as he is not liable for lost of returned parcels.
4. Once received in the Sellers warehouse, the Seller will inspect and process the products within 1 working day. The Customer is kept informed, the Seller will send him an email confirming the repair (and estimated repair time), replacement, or refund (full or partial), and how

it is being processed.
No returns can be made in person.
9. Commercial guarantees
When a product is covered by a commercial guarantee, terms of this special guarantee are set out directly in the description of the product concerned.
Commercial guarantees do not deprive the Customer from his/her rights resulting from the conformity and hidden defects guarantees mentioned above or any other action of a contractual or extra-contractual nature, which he/she is recognized to have by law.
10. Customer Service
For any question related to orders made on the Website, the Customer can contact the Customer Service team
by email at info@navoshi.com – response in 1 working day.
11. Personal data
Navin Enterprises Lanka Pvt Ltd, which operates website www.navoshi.com , states that customer information is stored in accordance with the applicable laws of the Sri Lanka, namely the Law on Protection of Personal Data. The buyer, entering into a contract, agrees with the processing and collection of his personal data in the Seller's database after successful completion of the contract and until a written statement disagreeing with such treatment. The buyer has the right to access his personal data, the right to correct them, including other legal rights to such data. Personal data can be removed from the database based on the customer's written request. Personal data of customers are fully protected against abuse. The contractor does not provide the customer's personal information to any other person. Exceptions are the external carriers that are provided with the personal information of customers to a minimum, which is required for delivery of the goods. The customer may make a written request to remove such information from the company database.
The Customer can exercise his/her right at any time by contacting the Customer Service indicating his/her name, address and e-mail address
12. Intellectual Property
All the elements of the Website, sound and visual, are protected by copyright and trademark or patent rights.
None of the elements from the Website can be reproduced or transmitted in any way whatsoever, except for the purposes of the order or for personal and non-commercial use by the Customer and provided that the information is not modified.
All brand names, logos, product names, designs and models shown on the Website are registered marks or trademarks belonging to the Seller or third parties and cannot therefore used without violating the rights of the holders or infringement.
Any hypertext link referring to the Website must have obtained the prior written authorization of the Seller.
All software used on the site is the sole property of Navin Enterprises Lanka Pvt Ltd or those supplying the software.
All rights not expressly granted herein are reserved.
Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.
13. Proof and archiving of transactions
The Customer and the Seller agree that any digital element exchanged between them (data, information, files, dates and times of logging onto website, etc.) constitute admissible, valid, useable and probative proof.
The Seller stores electronic documents relating to orders for a period of 10 years from the order being placed.
Archives are kept on a reliable and durable medium in accordance with the current law.
The Customer can request access to and/or a copy of the archived documents at any time by contacting the Customer Service.
14. Wholesale
Wholesale orders, delivery, claims and warranty are governed by the provisions set out in the general sales contract and business conditions for wholesale customers.

15. Entirety and validity of Terms and Conditions of Sale
If one of the clauses of this contract becomes null and void due to a change in regulations or a legal decision, this would not in any case affect the validity and respect of the other provisions of these Terms and Conditions of Sale.
The Terms and Conditions of Sale applicable are those in effect on the date of the sale.
16. Applicable law and jurisdiction
Subject to more favorable public policy provisions of the law of the country in which the Customer has his/her usual residence, these Terms and Conditions of Sale as well as relations and/or disputes resulting from sales on the Website are governed by Sri Lankan law.
You acknowledge that Navin Enterprises Lanka Pvt Ltd is not responsible for the operation of or content located on or through any such site.