**TERMS & CONDITIONS**

**Online Ceramic Store – Facilitator Terms**

**Effective Date: 1st October 2026**

Welcome to **igastudios.com**, operated by I**ndranil Garai & Associates** ("we", "us", "our" or "Facilitator").

Our website is an online platform created to showcase, promote and facilitate enquiries and purchases of ceramic artworks, pottery, tableware, sculptures, home décor and related products created by independent ceramic artists and studio potters ("Artists").

**Please note:** igastudios.com acts primarily as a facilitator and promotional platform that connects customers with independent Artists. Unless we expressly state otherwise, we are **not the manufacturer, owner, seller, supplier, packer, shipper or direct vendor** of the products displayed on the website.

By accessing, browsing or using this website, or by making an enquiry or purchase through the website, you acknowledge that you have read, understood and agreed to these Terms & Conditions.

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**1. Role of the Facilitator**

1.1 igastudios.com provides an online platform where independent Artists can showcase their ceramic works and customers can discover, enquire about and/or purchase these works.

1.2 We act only as a facilitator, promoter and intermediary between the Customer and the relevant Artist.

1.3 The Artist is responsible for:

- Creating and manufacturing the artwork/product
- Ensuring that the artwork/product is accurately described
- Confirming whether the artwork/product is available
- Determining the final selling price, where applicable
- Accepting and fulfilling the order
- Packaging the artwork/product appropriately
- Arranging dispatch and delivery
- Providing invoices or other legally required documentation, where applicable
- Handling returns, replacements, refunds and cancellations, subject to the applicable terms
- Responding to product-specific complaints or quality concerns
- Complying with all applicable laws relating to the sale and supply of the product.

1.4 We do not manufacture or independently stock the products listed on the website unless expressly stated otherwise.

1.5 Our role in displaying and promoting products, facilitating enquiries or helping with communication between the Customer and Artist does not make us the seller, manufacturer or owner of the artwork/product.

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**2. Product Information**

2.1 Every ceramic artwork is individually made. As a result, handmade ceramics may naturally vary in colour, glaze, texture, shape, size, surface finish, firing effects, minor marks or imperfections, and other characteristics resulting from the handmade ceramic process.

2.2 These variations are natural characteristics of handmade ceramics and should not automatically be considered defects.

2.3 Product photographs are provided for reference. The actual product may look slightly different because of photography, lighting, screen settings and colour reproduction.

2.4 Customers are encouraged to carefully review the product description, dimensions, material and other information provided before placing an order.

2.5 While we make reasonable efforts to keep the information on the website accurate, product information is generally provided by the respective Artist and may change from time to time.

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**3. Product Availability**

3.1 Products shown on the website may be:

- Available for immediate purchase
- Available on a made-to-order basis
- Available in limited quantities
- Subject to prior sale
- Unavailable at the time of enquiry

3.2 Displaying a product on the website does not guarantee that it will still be available when you enquire or place an order.

3.3 The final availability of an artwork/product will be confirmed by the respective Artist.

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**4. Enquiries and Orders**

4.1 Customers may submit enquiries through the website or through other communication channels provided by us.

4.2 Submitting an enquiry does not, by itself, mean that an order has been accepted.

4.3 An order will be considered confirmed only after the Artist confirms availability and the applicable payment requirements have been completed.

4.4 Any agreement specifically relating to the purchase, supply or delivery of an artwork/product will be between the Customer and the respective Artist, unless we expressly state otherwise.

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**5. Pricing**

5.1 Prices displayed on the website may change without prior notice.

5.2 Prices may vary depending on the Artist, artwork, size, material, customisation, shipping location and other applicable factors.

5.3 Shipping charges, taxes, duties, installation charges or other additional costs may apply separately unless expressly stated otherwise.

5.4 The applicable final price will be communicated or displayed before the purchase is confirmed.

5.5 If there is an obvious pricing error, we reserve the right to correct the error and communicate the correct price before proceeding with the transaction.

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**6. Payment**

6.1 Payment arrangements may differ depending on the Artist and the product.

6.2 Where payment is made directly to the Artist, the Artist will be responsible for issuing the applicable invoice and complying with relevant tax and financial requirements.

6.3 Customers agree to provide accurate and complete payment information whenever required.

6.4 We are not responsible for payment failures caused by circumstances beyond our reasonable control, including banking issues, payment gateway failures or incorrect payment information provided by the Customer.

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**7. Shipping and Delivery**

7.1 The respective Artist is responsible for appropriately packaging and dispatching the purchased artwork/product, unless expressly stated otherwise.

7.2 Delivery may be arranged directly by the Artist or through a third-party courier or logistics provider.

7.3 Delivery may sometimes be affected by circumstances beyond reasonable control, including:

- Courier delays
- Weather conditions
- Public holidays
- Strikes
- Transportation disruptions
- Incorrect delivery information

- Remote delivery locations
- Customs or regulatory requirements
- Other similar circumstances

7.4 Customers are responsible for providing accurate delivery information to the Artist, including their name, address, telephone number and any other details required for successful delivery.

7.5 We are not responsible for delays or failed deliveries resulting from incorrect or incomplete information provided by the Customer.

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**8. Fragile and Ceramic Products**

8.1 Ceramic products are naturally fragile and require careful and appropriate handling.

8.2 Artists are expected to take reasonable care when packaging products for transportation.

8.3 Customers should inspect both the package and the product when it is delivered.

8.4 If there is visible damage, Customers should photograph the package and damaged artwork/product immediately and notify the Artist within **24 hours of delivery** through the email address provided by the Artist.

8.5 Claims relating to damage during transit will be handled according to the Artist's applicable shipping, replacement and refund policy and, where applicable, the courier's claim procedure.

8.6 To support a damage claim, Customers may be asked to provide photographs, videos, packaging details or other relevant evidence within **24 hours of delivery** through the email address provided by the Artist.

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**9. Returns, Refunds and Cancellations**

9.1 As the Facilitator, we do not independently determine or guarantee the return, refund or cancellation policy of each Artist.

9.2 The applicable return, refund or cancellation terms will be communicated to the Customer before or at the time of purchase, where applicable by the Artist.

9.3 Handmade or made-to-order products may not be eligible for cancellation or return once production has started, except where required by applicable law or expressly agreed by the Artist.

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**10. Artist Responsibility**

10.1 Each Artist is responsible for the authenticity, originality, quality, description and lawful sale of their artwork/products.

10.2 Artists confirm that they have the necessary rights and authority to display and sell the products they submit to the website.

10.3 Artists must not submit products that infringe the intellectual property rights or other legal rights of any third party.

10.4 The Artist is responsible for responding to product-specific Customer complaints and fulfilling confirmed orders.

10.5 We reserve the right to remove, suspend or restrict an Artist or product from the website where we reasonably believe that the Artist or product violates these Terms & Conditions, applicable law or our policies.

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**11. Intellectual Property**

11.1 All website content, including but not limited to the website design, logos, branding, text, graphics, photographs created or commissioned by us, layouts, promotional material and website features, is owned by or licensed to **Indranil Garai & Associates**, unless stated otherwise.

11.2 Artwork images, names and descriptions supplied by Artists remain the property of the respective Artists or their licensors, subject to the rights granted to us to display and promote the artwork.

11.3 By submitting images, photographs, artwork information or other content to us, the Artist gives us a **non-exclusive, royalty-free, worldwide licence** to use, reproduce, display, publish and promote that content for purposes connected with the website, marketing, advertising, social media, catalogues and other promotional activities.

11.4 Customers and other users may not reproduce, copy, distribute, modify, sell or commercially use website content or artwork images without obtaining appropriate permission from the relevant rights holder.

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**12. Customer Responsibilities**

Customers agree to:

- Provide accurate information
- Use the website lawfully
- Not misuse the website
- Not attempt to interfere with website security
- Not copy or reproduce website content without permission
- Make payments using legitimate means
- Provide accurate delivery information
- Communicate respectfully with artists and our representatives

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**13. Disclaimer**

13.1 We make reasonable efforts to keep the information on the website accurate. However, the website and its content are provided on an **“as available”** basis.

13.2 To the extent permitted by law, we do not guarantee that:

- the website will always be available
- the website will always be uninterrupted or error-free
- all product information will always be completely accurate
- every product displayed will remain available
- the website will always be free from technical issues

13.3 We do not independently guarantee the quality, durability, authenticity, suitability or fitness for a particular purpose of products supplied by independent Artists, unless we expressly provide such a guarantee.

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**14. Indemnification**

14.1 To the extent permitted by law, Customers agree to indemnify and hold harmless **Indranil Garai & Associates**, its directors, employees, representatives and affiliates from claims, losses, liabilities, damages and expenses arising from:

- Misuse of the website
- Violation of these terms
- Fraudulent or unlawful activity
- Inaccurate information provided by the customer
- Infringement of third-party rights caused by the customer

14.2 Artists are responsible for claims arising from the manufacture, ownership, authenticity, intellectual property, description or sale of their products, subject to applicable law and their agreement with the Facilitator.

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**15. Force Majeure**

We will not be responsible for any failure or delay in performing our obligations where the failure or delay is caused by circumstances beyond our reasonable control.
These may include natural disasters, fire, flood, epidemic, pandemic, war, civil disturbance, government restrictions, strikes, transportation disruptions, internet failures, power failures or other similar events.

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**16. Changes to Products and Website**

We may modify, update, suspend or discontinue any part of the website, including product listings, Artist profiles, prices, features and content, without prior notice.

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**17. Changes to These Terms**

17.1 We may update these Terms & Conditions from time to time.

17.2 Whenever the Terms are updated, the revised version will be published on this website along with the new effective date.

17.3 Continued use of the website after the updated Terms have been published means that you accept the revised Terms, subject to applicable law.

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**18. Governing Law and Jurisdiction**

18.1 These Terms & Conditions are governed by and interpreted in accordance with the laws of India.

18.2 Subject to applicable law, courts having jurisdiction in **Pune, Maharashtra** shall have jurisdiction over disputes arising from or relating to these Terms & Conditions or the use of the website.

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**19. Contact Us**

For questions about these Terms & Conditions, use of the website or general enquiries, please contact:

**Indranil Garai & Associates**
**Email:** admin@igastudios.com
**Phone:** 020 – 40055128
**Address:** PH-III, BL-A5,SN 61/62/63, OXFORD VILLAGE, WANWADI, Pune, Maharashtra, 411040

For questions specifically relating to an artwork, product quality, order fulfilment, packaging, shipping, returns or refunds, the Customer may also be required to contact the respective Artist directly.

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**CUSTOMER ACKNOWLEDGEMENT**

By using this website, submitting an enquiry or proceeding with a purchase, the Customer acknowledges and understands that:

1. igastudios.com primarily acts as a facilitator and promotional platform.
2. The relevant Artist is generally responsible for the sale and fulfilment of the artwork/product.
3. Handmade ceramic products may naturally contain variations in appearance, finish and other characteristics.
4. Product-specific terms, shipping conditions and return/refund policies may vary from Artist to Artist.
5. The Customer has read and agreed to these Terms & Conditions.