

TERMS & CONDITIONS

INTRODUCTION & DEFINITIONS

1. This document states the terms and conditions of business practiced by Meso Design LLP.
2. Meso Design is a Limited Liability Partnership. Terms and conditions mentioned in this document include all aspects, functioning and operative practices of Meso Design LLP, which is within and in accordance with common practices of a Limited Liability firm recognised by law.
3. Here onwards Meso Design LLP will also be referred to as 'us' or 'we' and any individual, business, store, organisation or entity outside of Meso Design LLP will be referred to as 'you' or 'your'. We may update or amend these terms from time to time. Please review these terms regularly to ensure you are aware of any changes we have made.
4. Contracts for the purchase of our products and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Indian law.
5. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts in Goa. We retain the right to bring proceedings against you in your country of residence or any other relevant country.
6. These terms constitute the entire agreement between us and they supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.
7. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on anything set out in these terms.
8. Notwithstanding any other term of these terms, nothing in these Terms shall exclude or limit our liability for something that we cannot exclude or limit in law.
9. The business of Meso Design LLP is practiced and conducted by two partners namely, Mikhail Solanki. *Former Name Mehul Solanki.* and Rhea Kanuga. The firm is registered in the State of Goa. It's registered office address is Verem Villas No. 8, Verem Betim Road, Reis Magos, Goa 403101.
10. 'BÔTL Upcycled Glassware' is a start-up and an ecological initiative of Meso Design LLP.
11. All legal and financial workings of the initiative are conducted by and through Meso Design LLP.
12. 'BÔTL Upcycled Glassware' and 'BÔTL' and 'Ô' are given names to represent the initiative as a brand and form its brand identity. These names are licensed trademarks by Meso Design LLP and Meso Design LLP holds the rights to use these names to represent their products and other legal rights in relation to the use of the trademarks recognised by law.
13. BÔTL Upcycled Glassware is also referred to as BÔTL and here onwards will also be referred to as 'us' or 'we.'

ABOUT BÔTL UPCYCLED GLASSWARE

We create designer glassware that is authentically recycled and handcrafted from glass bottles. The bottles are transformed into cute, quirky and stylish dining and home decor products that are both useful and beautiful. We strive for quality and produce the countries finest upcycled glassware using completely ecological techniques. In spite of the challenges of working with trashed glass bottles, each product features our flawless signature finish. We cater to individuals, brands, restaurants and corporates and aim to grow our community across the country.

PRODUCT RANGE

Our entire product range mainly consists of Drinking Glasses, Planters and Lighting. All of which are diligently handcrafted from various types of glass bottles. Cut, rounded and polished to a perfect shine, we strive for quality until each product features our flawless signature finish.

The prices of our products range between **Rs.600** to upto **Rs.2400**.

To view our product range, simply request for our catalogue or visit our Facebook page www.facebook.com/BOTL.goa

CUSTOMISATIONS

BÔTL Upcycled Glassware customises its products using a in house frosting technique. Customisation orders can be fulfilled in the following way.

i. FROM OUR RANGE

To customise your glassware, simply send us an e-mail with the following details.

1. Your Name and Contact Information.
2. Your Choice of Glassware and Quantity.
3. A Brief Description of What you'd Like to Customise on Your Glassware or an Image of the Text, logo or Design in .jpg, .eps or a Vector Format.
4. We Will Respond to Your E-mail for Clarification and Confirmation.

ii. BESPOKE PRODUCTS

To customise an entirely bespoke product, simply send us an e-mail with the following details.

1. Your Name and Contact Information.
2. A Brief Description of the Design of the Product, its End Use and a Suggestion of the Type of Bottle Required.
3. If you'd Like Something Frosted on Your Glassware, A Brief Description or an Image of the Text, Logo or Design in .jpg, .eps or a Vector Format.

4. We Will Respond to Your E-mail for Clarification and Confirmation.

iii. GENERAL TERMS

1. The glass is frosted with a two-tone etching technique for customisations and we cannot use complex imagery, colour or intricate designs. The simpler your design is the better your glassware will look.
2. Minimum order quantity for each customisation of drinking glasses is 6 units.
3. All customisations are an additional **Rs.200** per unit.
4. Please allow approximately 14 business days to process all customisation orders.
5. Fulfilment of orders entirely depend on availability of bottle type.
6. You may provide us with your own glassware that you wish to have customised. This does not reduce the cost of product or customisation charges.
7. We are not liable for any damage or breakage of glassware you provided for bespoke project(s). Nonetheless, your glassware will be handled by us with full care.
8. Personal orders may be gift wrapped upon request, free of charge.

SAMPLING AND ITERATIONS

1. You may request for an image of a Sample and two Iterations before order confirmation free of charge.
2. Glassware used for Samples and Iterations may have nicks, cuts, indentations, cracks, crevices, or chipping. Do not compare the quality of Sample pieces to the quality of the finished product.
3. To have the sample(s) shipped to you, you will be charged a **Rs.200** Customisation Fee per sample.
4. Shipping charges will be borne by you.
5. In the event of breakage in transit, product will be replaced upon notice within 24 hours after delivery. We are not liable for breakage or damage of samples in your care.
6. For Sampling of Bespoke products a Sampling Fee will be charged. Sampling Fees may vary depending on the product type.
7. Sampling Fee per product includes upto two Iterations per product.
8. When a sample is approved the Sampling Fee for the approved product(s) is credited towards your order.
9. Development of bespoke products and fulfilment of orders depend on the availability of raw materials and other resources.

GLASSWARE CARE

i. DRINKING GLASSES

1. Our drinking glasses serve hot and cold beverages.
2. They are dishwasher safe.

ii. PLANTERS

1. Planters are made to hold small water plants. *eg. Money Plant or Spider Plant.*
2. Planters can be used indoors or outdoors.
3. Simply fill water, add the plant, and watch it grow over time.
4. We recommend changing the water once a week.
5. Do not tamper with the cork. Tampering with the cork may cause leakages.

iii. LIGHTING

1. To clean all lighting products simply wipe the surface of the product with a damp cloth.
2. Lighting products that consist of electrical fittings are not waterproof and are to be used indoors only.
3. Do not tamper with the electrical fittings. Tampering with the electrical fittings may cause the product to stop working.
4. A tealight holder is provided with each tealight to make lighting the tealight candle safe and efficient. Do not bend or alter the tealight holder as this may cause damage or breakage.

iv. GENERAL TERMS & INFO

1. The frosting done on some of our glassware is permanent and cannot be removed and does not fade.
2. Your fingers may stain the frosted area of your glassware due to sweat and oils. These stains can be removed with thorough washing.
3. Avoid direct contact with substances like oil and butter on the frosting as the stains caused are difficult and sometimes impossible to remove.
4. All our glassware is made of glass and is as fragile and breakable as any other glassware product. Please handle with care.
5. We are not responsible for breakages and damages of products in your care.
6. We take no responsibility if any injury is caused by our glassware due to improper handling.

B2B COLLABORATIONS:

The terms mentioned below apply to Stores, Hospitality Groups , NGO's and Corporate Gifting Companies and other such businesses.

i. WHOLESALE

If you're an owner of a store or corporate gifting company, we'd love to collaborate with you. Simply send us an e-mail with a brief description of yourself and your company and we will revert with our Catalogue, Wholesale Model Terms and Conditions and Registration Form.

1. You may place an order of any quantity at any time. Availability of stock entirely depends on availability of bottle.
2. A **45% Discount** will be applied to all orders as per our Wholesale Model. This discount is only applicable to orders from your registered business.
3. Shipping charges are calculated on actuals. These charges will reflect in the P.I. and are to be borne by you. You may deduct the shipping charges from the P.I. and opt for 'TO PAY' instead.
4. Once purchased from us at our rates, you may resell at your own retail value.

ii. CONSIGNMENT

If you're an owner of a store, we'd love to collaborate with you. Simply send us an e-mail with a brief description of yourself and your company and we will revert with our Catalogue, Consignment Model Terms and Conditions and Registration Form.

1. We select the products for each consignment upon assessment of the Sales Report and your feedback. Each consignment will consist of approx 20 - 50 units in all.
2. A **30% Discount** will be applied to the Selling Price of each sold product as per our Consignment Model. This discount is only applicable to consignments from your registered business.
3. Shipping charges for deliveries are covered by us.
4. Products are to be sold at MRP. You may offer upto 20% discount on MRP of our products for seasonal, promotional or clearance sales.

iii. BULK ORDER

1. You may place a Bulk Order for any product from our range, customised glassware, or a bespoke product.
2. An order of 20 units in quantity is considered a Bulk Order.
3. Upto **45% Discount** is applied to orders over **100 units**. Discounts may vary depending on the unit quantity of each order.
4. Processing time for each Bulk Order is approx 14 days. Processing time may vary depending on volume of orders.
5. Fulfilment of Bulk Orders depend on the availability of bottle type.

6. Bulk Orders may be packed in Singles or Sets of 6 upon request.

7. Additional gift wrapping charges may apply.

iv. HOSPITALITY & NGO's

1. You may place an order for glassware from our range, customised glassware, or a bespoke product for your Restaurant, Franchise, Hotel, Club, Bar, Cafe or NGO or any such organisation.

2. Upto **45% Discount** is applied to all orders. This discount is only applicable to orders from your registered business(es).

3. We may use your Logo and Branding imagery for promotional activity on our social media platforms.

4. We are not liable for damages and breakages of products in your care.

PAYMENTS

1. All billing will be done under the name Meso Design LLP.

2. Payment may be sent using IMPS, NEFT or RTGS to the following account details.

AC : 136305000280

IFSC : ICIC0001363

SWIFT : ICICINBBNRI

BRANCH : PILERENE

BANK ADDRESS: Icici Bank Pilerne Branch

Opposite Tarun Bharat Printing Press

Nh 17, Pilerne Porvorim 403521

You may also pay us using the following UPI QR CODE



Merchant Name Meso Design LLP
Mobile Number 8108800046



This QR code is only for UPI
transactions

Or our UPI transactions id **meso@icici**

3. All orders are processed only after confirmation and full payment is received.
4. Payments can be transferred from National or International bank accounts. Conversion charges are borne by you.

SHIPPING

1. We ship PAN India. No International shipping is possible at this time.
2. We strictly adhere to a packaging procedure consisting of 5 level protection for your glassware.
3. In the rare occasion you happen received glassware which is broken, cracked or if the packaging has been tampered, then you must contact us for a replacement by emailing or WhatsApp us photos of the broken product within 24 hours of receiving it.
4. It is your responsibility to provide us with the required state entry waybill for your state, if any.
5. Our trusted Shipping Partner is TRACKON Courier Services.

RETURNS AND CANCELLATIONS

1. After payment, orders cannot be cancelled or modified.
2. We reserve the rights to refuse fulfilment of any order at any time.

BOTTLE USAGE DISCLAIMER

1. Meso Design LLP or BÔTL Upcycled Glassware does not use names of any alcoholic beverage company nor does it own any rights to any of the alcoholic beverage companies nor is it connected and nor has any affiliation with any such companies. Our operations only include recycling trashed or donated bottles.
2. Our products are given unique names and no use of any alcoholic brand names made. If any alcoholic brand or beverage name was ever mentioned while making sales, or at markets or in conversation or even on paper, it may be simply a reference and we are in no way affiliated, connected to that brand. This may never be used against us to harm the brand, our business or its partners or the stores, agents, restaurants, hotels, or any establishment using our glassware.
3. Some of the design elements originally added to the bottle by the manufacturer may be left intact on the products. Such as bottle shape, emblems, logos, symbols, etc. These may be embossed or printed on the bottles. Such design elements attribute to the uniqueness of the products and in no way implies misuse of the names of any alcoholic beverage company nor is it connected and nor has any affiliation with any such companies.

COMMUNICATION

1. All notices given by you to us must be given in writing in the English language.
2. Communications between us in form of Email or WhatsApp messages will be considered as 'in writing.' Applicable laws require that some of the information or communications we send to you should be in writing. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

TRANSFER OF RIGHTS AND OBLIGATIONS

1. We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these terms.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
2. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government; denial of service attacks or other types of attacks that are directed toward the infrastructure that supports our business;
3. Any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third party switch or processing system; any issues which are limited solely to you and which cannot be proven against any of our other customers; or any failure or service outage that falls outside of our control.
4. Our performance under any contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Event Outside Our Control to a close or to find a solution by which our obligations to you may be performed despite the Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you.

CONTACT US

BÔTL Upcycled Glassware

T. +91 8689800046

E. message@botl.in

Mikhail Solanki, *Founder & CEO*

+91 8108800046

mikhail@botl.in

Rhea Kanuga, *Partner & Managing Director*

+ 91 8689800046

rhea@botl.in

Address

3/26A, Mudda Waddo,
Saligao, Bardez Taluka,
Goa - 403511

Working Hours:

Monday to Saturday 10.00 am to 7.00 pm.

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