



ANDESUR
DEVELOPMENT
CORPORATION

#104-7011-133A Street, Surrey, B.C., Canada V3W 7Z8
Pres./CEO: +1 (604) 364-1258 | Vice-Pres.: +1 (604) 506-6799
Pres.Email: luiscruzcrucis@icloud.com
(SEND DOCS HERE) Vice-Pres. Email: luisrossanocrizmella@me.com
Website: <https://www.andesurdevelopment.com/>

TERMS AND CONDITIONS (PORTFOLIO)

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.andesurdevelopment.com/> (the "Site"). This Site is owned and operated by Andesur Development Corporation. This Site is a portfolio. By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Andesur Development Corporation and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site. The following goods are available on our Site:

- Predesigned Home Plans;
- Logos & Industrial Designs;
- Posters & Presentations; and
- Merchandise.

The following services are available on our Site:

- International Planning & Design Consulting Services.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card/ Debit VISA and or Debit MASTER CARD; and PayPal.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument. If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.



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Refunds

Refunds for Goods/Merchandise (Bags, Shirts, Hats, Posters, Logos, Stickers, etc.)

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size;
- Purchaser changed their mind; or
- Good does not meet the purchaser's expectations.

Refunds for Preliminary Pre-Designed Products & Professional Consulting Services

We provide NO refunds for services sold on our Site as follows:

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- Policy of Refund for ADC (Luis Cruz & Associates Ltd.) Services:
 - 1.0 All sales are final in Pre-Designed Home Plans, as there are no physical goods to inspect or return, only digital PDF or DWG copies of a Predesigned Home Plan.
 - 2.0 What you view online (watermarked for Presentation only) is only what you will receive on download (download with no watermark). Therefore, it is the buyer's expectation and responsibility to order only what is deemed to their satisfaction.
 - 3.0 Predesigned Home Plans do not include; applicable Municipal, State, Provincial or Federal By-Laws, Regulations or Building Codes updates or compliance, as each Municipality and government is unique to their Region.
 - 4.0 ADC Pre-Designed Home Plans does not guarantee any conformity, to; external- international applicable laws, nor previous years codes, nor any codes outside the Province of British Columbia.
 - 5.0 It is the responsibility of each purchaser to contract according to their region, in an estimate with the Professional Consulting Services of ADC (Luis Cruz & Associates Ltd.), to update and amend their Predesigned Home Plan into a Final Custom Working Designed Home Plan or Structure.
 - 6.0 All Predesigned Home Plans ought to be understood as Presentation Plans, only. The Pre- Designed Home Plans have been Pre-Engineered, Pre-Designed, Pre-Approved for use and acceptable with the Province of British Columbia Building Codes.
 - 7.0 The purchaser must complete their project development of a newly proposed Single-Family Custom Home with any or all updates to the Designed Truss Layouts and other Professional Engineered works. Those Professional Engineered works are not included in these Pre-Designed Presentation Plans, nor in the Final Custom Working Home Plans.
 - 8.0 The Predesigned Home Plans only come complete with a Typical Non-Working Site Plan, Floor Plans, Elevations, Cross Section, and Construction Details. No other information will be included in the Presentation Pre-Designed Home Plans.
 - 9.0 For further complete details, calculations, designs, renders, and compliance to regional laws, the purchaser must contract ADC (Luis Cruz & Associates Ltd.) to complete a Final Custom Working Home Plan, derived possibly from the Pre-Designed Home Plans offered by this ADC website.



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10.0 The Final Custom Working Home Plan will be for the purpose of constructing only one home, and is expected to be submitted, reviewed, approved for the issue of a Building Permit from the Municipal or State Government of the purchaser's region where their civic address is located.

For further information concerning the Refund Policy and Terms & Conditions of the Predesigned Home Plans and Final Working Custom Home Design Plan, call Luis Cruz (President/CEO) at (604) 364-1258, or the Vice President at (604) 506-6799.

Guarantees

The following guarantees apply to our Site:

- There is a 30 days money back guarantee on all our Merchandise in the E-Commerce Store.; and
- There is no money back guarantee on Pre-Designed Home Plans & Final Working Custom Home Designed Plans..

Consumer Protection Law

Where the *Business Practice and Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Andesur Development Corporation and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Andesur Development Corporation and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.



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Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(604) 364-1258

luisrossanocruzme@me.com

Mr. Luis Alberto Cruz

You can also contact us through the feedback form available on our Site.

Effective Date: 22nd day of January 2023