

TWICE AS NICE WEBSHOP TERMS AND CONDITIONS

COMPANY DETAILS

WWW.TWICEASNICE.BE (CHABRY LLC)

VAT – NUMBER: BE420917048

Prinsboudewijnlaan 21G 2550 Kontich

webmaster@twiceasnice.be

ARTICLE 1: GENERAL CONDITIONS

The Terms and Conditions define the contractual rights and obligations of all users and visitors (hereafter called 'User') of the website **WWW.TWICEASNICE.BE** (hereafter called 'Site') and the owner of the website being CHABRY LLC, whose registered head office is located at Prinsboudewijnlaan 21G 2550 Kontich with the unique business number BE420917048. The present Terms and Conditions manage all sales of products on the Site and supersede any prior condition and they are the only valid, taking into account other legal conditions. The user agrees that any interaction with CHABRY LLC is ruled exclusively by these Terms and Conditions, with exception of all conditions available previously on the Site. CHABRY LLC has the right to adapt the Terms and Conditions at any time. The Terms and Conditions that apply are the conditions that were published on the Site the day of the purchase. Every product order placed on the Site, presupposes the prior consultation and the acceptance by the user of the Terms and Conditions, without being linked to a written signature.

ARTICLE 2: PRICE

All sales prices mentioned on the Site include taxes, exclusive of the shipping costs. The shipping costs are determined during the buying process and communicated to the User, subject to the type of product, the total amount of purchased products on the chosen shipping method by the User. The final price total is in Euro and explicitly and clearly stated before the User confirms its purchase. The published price only refers to the written description of the products. The matching pictures are used purely as illustrations and can contain elements that are not included in the price. CHABRY LLC has the right to change certain prices, including the shipping costs, at any moment whichever the motive, although there is an engagement to apply the published prices at the moment of the purchase by the User.

ARTICLE 3: OFFER

Every offer is solely available to the customers residing in the countries that are part of the European Union. The products are meant for normal and private use only. Although the Site is built with the best possible care, it is still probable that the available information could be incomplete, contains materialistic errors or is not completely up to date. If you have specific questions regarding for example our sizes, colors, availability, shipping terms and/or methods, we would advise you to contact our customer service department through webmaster@twiceasnice.be. CHABRY LLC is only held responsible for the exactitude, relevance and/or extensiveness by obligation of means. CHABRY LLC is not in any circumstance responsible for material errors, typos or printing errors. The offer is always valid till the stock lasts and can be adapted or removed at any time by CHABRY LLC. CHABRY LLC has the right, without any justification, to refuse orders, change the shipping conditions, split packages as well as attaching new conditions to the shipping.

ARTICLE 4: ONLINE PURCHASES

The customer has the possibility to purchase some products from the CHABRY LLC assortment online. The purchase is confirmed at the moment the customer receives an e-mail confirmation from CHABRY LLC. The products will be delivered at the by the customer given address on the confirmation email specified delivery date. The customer has the choice between the following payment methods: VISA, MasterCard, Ideal and Bancontact/Mistercash.

ARTICLE 5: PROPERTY STATEMENT

The delivered products are, until the customer makes the full payment, the exclusive property of CHABRY LLC. The risk of loss and/or damage will be transferred to the customer as soon as the product is delivered. The customer agrees to direct Third Parties to the Property Statement of CHABRY LLC if for example the partially paid goods would be taken in custody.

ARTICLE 6: PENALTIES FOR NON-PAYMENT

Without prejudice to the exercise of other rights owned by CHABRY LLC, the customer owes a 10% annual penalty fee on the unpaid amount in case of non-or late payment starting the date of the breach of agreement. Moreover, the customer automatically owes and without warning a compensation of 10% of the amount, with a minimum of 25 Euros per bill. Notwithstanding the foregoing, CHABRY LLC reserves the right to repossess un- or partially paid items.

ARTICLE 7: COMPLAINTS

Every visible damage and/or qualitative impairment of a product or other problems with for example the delivery has to be reported immediately, with the risk of losing any right, to the customer service department at the following address webmaster@twiceasnice.be.

ARTICLE 8: WARRANTY

Legal warranty (only for customers)

Under the Act of September 21, 2004 of the customers' protection regarding sales of consumer goods, the customer has legal rights. Each article is subject to the legal warranty starting the date of purchase (if applicable delivery to) the first owner. Any commercial warranty leaves these rights without prejudice.

General

In order to invoke the warranty, the customers must be able to show a proof of purchase. For items that were purchased online and that were delivered to the customer's given delivery address, the customer needs to contact the customer service department, (webmaster@twiceasnice.be), after which the customer will have to return the goods at his costs to CHABRY LLC or he may return the item to a shop carrying the **TWICE AS NICE** logo as part of the network. The repair of an item doesn't give the right of reimbursement. Every default needs to be reported within a month of detection. After which, every right for free repair or exchange will be voided. The (commercial and/or legal) warranty is never valid on defaults that were created because of accidents, negligence, falls, abnormal or incorrect usage, use of the item for other purposes it is intended for, changes or modifications made to the item, hard-handed usage, bad maintenance. It's also not applicable on items with a shorter lifespan. The warranty is non-transferable.

ARTICLE 9: WAIVER TERMS

The conditions of this article are only valid for customers who have purchased products on the Site, WWW.TWICEASNICE.BE:

The customer has the right to communicate to CHABRY LLC that he renounces to the purchase, without payment of a penalty en without justification within the 14 days starting the day after the product was delivered.

Customers, who wish to use their waiver right, have to contact the customer's service within 14 days from the delivery and return the products at their expense to CHABRY LLC, Prinsboudewijnlaan 21G 2550 Kontich. Will not be accepted as return in any case:

- Used, dirty, damaged or incomplete products
- Products made to size for the customer
- Worn products and/or products where the label has been removed

The TWICE AS NICE products that were purchased online will not be reimbursed by our stores or any other distribution channel.

ARTICLE 10: DEFICIENCY OF VALIDITY – NON-WAIVER

If any given provision of these Terms is declared invalid, unlawful or voided, they will not in any way affect the validity, legality and applicability of other provisions. Failure at any time by CHABRY LLC to enforce the right of one of these conditions, or to use the rights of any of them, will never be seen as a waiver to these terms and will never affect the validity of these rights.

ARTICLE 11: TWICE AS NICE CUSTOMER SERVICE

The CHABRY LLC customer service department is available through email at webmaster@twiceasnice.be or by mail at the following address: Prinsboudewijnlaan 21G 2550 Kontich.

ARTICLE 12: SHIPPING COST AND TIME

The shipping time in Belgium is around 2 to 3 business days; if longer the customer will be alerted immediately. The shipping time for international depends on the country of destination. All deliveries are traceable. CHABRY LLC uses fixed shipping costs:

The shipping fee for orders of **20 EUR or more is FREE.**

The shipping fee for deliveries in Belgium, Luxemburg and the Netherlands is 5.95 EUR.

The shipping fee for international deliveries is calculated for every destination.

ARTICLE 13: GIFT VOUCHER

A WWW.TWICEASNICE.BE gift voucher is valid for purchasing in all our **TWICE AS NICE** shops in Belgium. The voucher is valid for 12 months after the date of issue. If the total amount of the purchase surpasses the value of the voucher, the extra will be paid by the consumer following the usual payment methods. It may not be exchanged for cash or any other payment type, not even partially. Only originals will be accepted; In case of loss, this voucher will not be replaced. The gift vouchers purchased online can be printed or forwarded to another person.

ARTICLE 14: TERMS & CONDITIONS MODIFICATIONS

These Terms and Conditions are supplemented by other Terms that are explicitly pointed too, and the Terms and Conditions of CHABRY LLC In case of conflict, these Terms prevail. CHABRY LLC may revise these Terms at any time without further notice. Every purchase made after the modifications are in acceptance by the customers with the new conditions.

ARTICLE 15: PROOF

The customer agrees that all electronic communications and back-ups can be used as proof.

ARTICLE 16: APPLICABLE LAW - JURISDICTION

The Belgian law is applicable, with exception of the Terms of the International Privacy law about applicable law and with the regulations of Rome I about international sales agreements regarding goods. If eventual conflicts the courts of Antwerpen (Belgium) are solely competent.

These Terms and Conditions are not applicable to purchases through other points of distribution than the web shop WWW.TWICEASNICE.BE