

# DAVID SZETO ONLINE SHOP

## TERMS & CONDITIONS

Welcome to the website Terms and Conditions.

Please read through them carefully before placing your order. By using this website and/or placing an order you agree to be bound by the Terms and Conditions set out below. Before placing an order, if you have any queries relating to these Terms and Conditions, please email our customer service team at: [szeto@david-szeto.com](mailto:szeto@david-szeto.com).

**The online shop is open from Monday to Friday. Orders placed on Saturday and Sunday will be processed on Monday.**

DAVID SZETO ONLINE SHOP - <http://david-szeto.com> is the site of K.I.N.D. SPRL (referred to and trading as "DAVID SZETO" or "website" hereafter) with its office in 6 Place du Samedi, 1000 Brussels, Belgium, with VAT registration N° BE0809859037. The activities of DAVID SZETO are categorized as "sales on distance".

We reserve the right to only accept orders from those over 18. We reserve the right to modify the Terms and Conditions from time to time without notice. If you do not agree to any change to the Terms and Conditions, then you must immediately stop using the website. Changes will apply to any subsequent orders received.

### Registration

In order to make purchases through the website, you will be requested to register and provide your personal details. In particular, Customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the billing information provided. We may change registration requirements from time to time.

The website is available only to individuals and others who meet the DAVID SZETO terms of eligibility, who have been issued a valid credit card by a bank acceptable to DAVID SZETO, whose applications are acceptable to DAVID SZETO and who have authorized DAVID SZETO to process a charge or charges on their credit card in the amount of the total purchase price for the merchandise which they purchase. DAVID SZETO reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

Please refer to our Privacy Policy section for further information about how we use your data.

## Confirmation

When you click on the "confirm" button after placing your order, you hereby accept this confirmation as well as the entirety of the Terms and Conditions and without reserve. The data recorded by DAVID SZETO constitutes as proof of the transactions passed through DAVID SZETO and its customers. The data recorded by the system of payment constitutes as proof of the financial transactions.

DAVID SZETO offers its products at "http://www.david-szeto.com/" until sold out. It cannot be responsible for any damages caused owing to being out of stock of the product ordered.

## Orders

All orders are subject to acceptance and availability. If the product you ordered is out of stock, you will be informed via email from [szeto@david-szeto.com](mailto:szeto@david-szeto.com).

**All the orders will be confirmed by DAVID SZETO by email before shipping.**

DAVID SZETO offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally, however, we may be waiting for shipments from our suppliers. Consequently you may from time to time be given the possibility of placing an order for items that are currently out of stock by sending an email to: [szeto@david-szeto.com](mailto:szeto@david-szeto.com). You will be notified of arrival of the selected merchandise. Please be aware that we may be unable to deliver selected ordered merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email from [szeto@david-szeto.com](mailto:szeto@david-szeto.com).

**Please note that items in your shopping basket are not reserved and may be purchased by other customers.**

## Acceptance of your order

Unless you cancel your order, acceptance of your order and **the contract between you and DAVID SZETO will be completed when you receive an email from DAVID SZETO to confirm the goods have been dispatched**. The sale contract is therefore concluded in Brussels, Belgium and the language of the contract is English.

The contract is considered to be set up in the DAVID SZETO location, Belgian law will be applicable. In case of any dispute, matters will be taken to a Brussels court. We reserve the right not to accept your order in the following events - for example:

- we are unable to obtain authorization for payment,
- the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn,

- or that you do not meet the eligibility criteria set out within the terms and conditions.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the website whether or not that merchandise has been sold; removing, screening or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## Payment

DAVID SZETO accepts payment for goods in Euros (€) via Ogone on the DAVID SZETO website. Ogone accepts funds via VISA, AMERICAN EXPRESS, MASTERCARD, and MISTERCASH/BANCONTACT.

Payment will be debited and cleared from your account before dispatch of your order by DAVID SZETO. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to DAVID SZETO, we will not be liable for any delay or non-delivery.

**DAVID SZETO will request Ogone to contact the Client's bank for approval of the charges. This verification process will delay immediate shipping.**

We take all reasonable care to make our website secure. All credit card transactions on this site are processed using Ogone, a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered DAVID SZETO user, we will securely store your credit card details on our systems. These details will be fully encrypted and only used to process card transactions which you have initiated.

Furthermore, we will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the website.

## Pricing policy

All prices of goods in the DAVID SZETO are given in Euros (€) and are shown **exclusive of value added tax (VAT)**. If your order is being dispatched to a destination inside the European Community (EC) then the **total price will be increased by the VAT** at the checkout page and this will be shown on your invoice.

Please note DAVID SZETO has no control over any customs or import duties that could be levied when the package reaches your destination country, for which you will be liable.

All prices and offers remain valid as advertised from time to time. The price in Euros of a product displayed on the website at the time the order is accepted and will be honored, unless patent error occurs.

If you are a customer whose credit card is not denominated in Euros, the final price will be calculated in accordance with the applicable exchange rate on the day your credit card company processes the transaction. DAVID SZETO encourages clients to contact their home bank to receive the accurate price conversion and any bank commissions related to the transaction.

## **Insurance and delivery**

The purchased goods will only be delivered to you after receiving clearance of the full payment of the balance. All goods will be shipped by UPS. We do not deliver to P.O. boxes. All DAVID SZETO orders are shipped out of Brussels, Belgium, with official invoice declaring the exact total of merchandise purchased in Euro.

DAVID SZETO insures each purchase against theft and accidental damage, at no additional cost to the Client, during the time it is in transit until it is delivered Client's specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you.

**DAVID SZETO commits to sending the purchased goods to you within 2 working days for destinations within EU and maximum 7 working days for all non-European destinations. Weekends are non-working days and we do not ship on the weekends.**

Estimated delivery times are to be used as a guide only and commence from the date of dispatch, DAVID SZETO is not responsible for any delays caused by destination customs clearance processes.

When we receive your order and process the sending of the parcel we will forward you via e-mail the tracking number corresponding to your parcel. All the custom charges incurred are the responsibility of the customer.

If the package is not successfully delivered to the Client's address due to a lack of cooperation from the client (wrong telephone number, wrong address, absent at address, non-compliance with import regulations) as per the DAVID SZETO commercial agreement, the package may risk being sent back to Belgium at the Client's expense including any import fees that may be assessed upon re-entry to Italy. These fees will be deducted from any eventual reimbursement.

All prices and offers remain valid as advertised from time to time.

## Delays

If the customer has not received the goods after one week of payment, he/she will inform DAVID SZETO by email to [szeto@david-szeto.com](mailto:szeto@david-szeto.com). DAVID SZETO cannot be held responsible if uninformed after this period.

In all cases, DAVID SZETO reserves the right to delay a shipment if the order cannot be shipped for reasons beyond control. Please note that during promotions and sales there may be delays in immediate shipping.

## Shipping cost

European Community	Rest of the world
Free shipping (up to 2 working days)	40€ (VAT incl) per item (up to 7 working days)  Duties and customs charges not included

**The shipping is free during our welcoming promotion between 1st and 15th October 2010. However, all the duties, taxes and customs charges are payable by the Customer.**

For the countries where the certificate of origin or any other permit or certificate for delivery is required, we reserve the additional two working days to obtain the above-mentioned document. The delivery will be delayed accordingly.

## Taxes and duties

Taxes and duties are calculated according to your shipping destination and itemized on the checkout page. VAT will be applied to all EU destinations.

Most countries are shipped to on a DDP (Delivery Duty Paid) basis, which means that all relevant import taxes and duties will be included in the product price.

If a DDU (Delivery Duty Unpaid) destination is selected, product prices displayed are exclusive of all taxes and duties, as well as VAT. As the recipient, you are liable for all import duties, customs and local sales taxes levied by the country you are shipping to; payment of these is necessary to release your order from customs on arrival. As we are unable to advise the amount this may be, we will always seek your confirmation by email prior to dispatching a DDU order. Please look out for this email to ensure timely dispatch of your order.

Customers outside Belgium will also be liable for any customs/import duty, quotas, permits, production certificates, product restrictions and other local requirements. These charges must be paid by the recipient of the parcel. Customs policies vary

widely from country to country, therefore you are advised to check the latest applicable local requirements in your country before placing an order.

## **Tracking your order**

You can check the current status of your shipment on [www.ups.com](http://www.ups.com) website. Simply type in your unique air waybill number which we emailed to you, and UPS will track your shipment for you.

## **Cancellation**

Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations.

If you are based in the EU you have the right to cancel your order with us, under the Consumer Protection (Distance Selling) Regulations 2000 (DSRs), provided you give us written notice within 7 working days of receipt. Notice of contract cancellation under the DSRs must be given in writing to: Notice of Contract Cancellation, DAVID SZETO, K.I.N.D. SPRL, 6 Place du Samedi, 1000 Brussels, Belgium or by email to: [szeto@david-szeto.com](mailto:szeto@david-szeto.com).

For orders cancelled under the DSRs, we will issue you with a full refund. However, you will need to return the entire order to us by secure means to ensure it reaches us in good condition, at your own cost.

Cancelled orders should be returned to: DAVID SZETO, K.I.N.D. SPRL, 6 Place du Samedi, 1000, Belgium. All items must be returned unused and in their original condition, from the original delivery country.

We recommend that you insure the return shipment as you are under a duty to take reasonable care of the goods and will be liable for damage to them until we receive them at our warehouse. In case of dispute, we also recommend you retain proof of sending. Refunds will be issued within 30 days of us receiving your cancellation notice. If we do not receive the cancelled order back, we will arrange to have it collected from you at your cost.

Please note you may only use your right to cancel the order under the DSRs if you give us formal written notice of cancellation within 7 working days of receiving the order, by email or post as described above.

## **Returns and exchanges**

You may also exercise your rights under the DSRs, and return or exchange items within 14 days of order receipt, for a refund of the value of the item only, or an exchange for the same item in a different size (based on stock availability).

Items should be returned unused, and with all DAVID SZETO garment tags still attached. Returns that are damaged or soiled may not be accepted and may be sent back to the customer and/or a refund refused.

Where provided, belts and other accessories should be included with your return.

It's free to return or exchange items for a different size within EC, based on stock availability. For exchanges outside EU you will be charged our standard 40€ delivery cost (plus custom duties and taxes where applicable).

## **Faulty goods**

Goods are faulty if they are received damaged or where a manufacturing fault occurs within six months of purchase. Please note that items that are damaged as a result of normal wear and tear are not considered to be faulty.

If you would like to exchange a faulty item (instead of obtaining a refund), please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund. If you have received a faulty item – please email us at: [szeto@david-szeto.com](mailto:szeto@david-szeto.com) to schedule a free collection.

## **Refunds**

If your order has been sent to a destination within the EU, all sales taxes will be refunded. Outside the EU, customs duties and sales taxes are non-refundable through DAVID SZETO. However, you may be able to recover these by contacting your local customs bureau directly. As this may not be available for all countries, we recommend that you hire a customs broker if you wish to claim back duties on returned merchandise.

Please note card refunds may take up to 10 business days for your bank to complete, depending on their processing time. This can vary greatly between card issuers, and unfortunately we are unable to influence this.

## **Privacy policy**

At DAVID SZETO, we are committed to providing you the finest products along with excellent service. In order to accomplish this, we gather, use and share certain personal information.

### **What the data will be used for?**

Your data will enable us, and our processors, to fulfill your order and to notify you about important functionality changes. We may also send you from time to time (by

email or post) information about products and services and details of promotions and special offers from DAVID SZETO.

### **What information do we share with others?**

We may contract with other companies to provide certain services, including credit card processing, shipping, name and address verification, email distribution, and promotions management. We provide these companies with only the information they need to perform their services and work closely with them to ensure that your privacy is respected and protected.

We may also disclose specific information upon governmental request, in response to a court order, or when required by law to do so. We may also share information with companies assisting in fraud protection or investigation. We do not provide information to these agencies or companies for marketing or commercial purposes.

### **Links to Third-Party Sites**

In an attempt to provide you with increased value, we include third party links on our website. These linked sites have separate and independent privacy policies. We encourage you to review those policies when you visit those sites. This Privacy Policy Statement only covers our website and does not cover any other website. We therefore have no responsibility or liability for the content and activities of these linked sites.