

## General Terms and Conditions

### Purpose

This retail website can be accessed on the Internet at the address [www.manexco.be/manexco.com/shop.manexco.be/manexco.fr/manexco.co.uk/manexco.eu/manexco.info/manexco.net/manexco.shoes](http://www.manexco.be/manexco.com/shop.manexco.be/manexco.fr/manexco.co.uk/manexco.eu/manexco.info/manexco.net/manexco.shoes) (hereinafter the “Site”) and is open to any user of such network (hereinafter the “Buyer”).

The Site is published and managed by the company Manexco S.A, registered in Belgium under number BE0420.049.986. Headquartered are registered in: Chaussée de Bruxelles 94, 1310 La Hulpe, Belgium.. All orders placed on the Site presuppose prior consultation and full and unreserved acceptance of these General Terms and Conditions of Sale (“GTCS”), which can be consulted on the Site. The GTCS govern relations between the Site and any Buyer making a purchase via the Site. Manexco may amend the GTCS without notice at any time. The GTCS may in no event be amended by the Buyer. The GTCS in force shall be those published on the Site at the time when the Buyer places the order on the Site. Should one or more provisions in these GTCS be rendered invalid subsequent to the application of a Luxembourgish legal provision or court ruling, the other provisions shall remain in force.

## ORDERS

### A. Buyers

The Buyer hereby declares that he/she has read and accepted these GTCS prior to placing his/her order on the Site. To be entitled to place a valid order on the Site, the Buyer must be at least 18 years of age and have legal capacity or be in possession of parental authorisation permitting him/her to place orders on the Site. The Site reserves the right to ask any Buyer to provide proof of his/her age or of his/her parental authorisation, and not to honour the Buyer’s order should the latter fail to provide such proof.

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The Site reserves the right to cancel any order deemed not to meet the aforementioned criteria, without it however being liable.

## **B. Products**

The products sold by Manexco are those shown on the Site on the day the Buyer consults the Site. The Site may in no event be held liable if the illustrations are incorrect. Furthermore, The Site may not be held liable if the descriptions of the products shown on the Site do not match those delivered insofar as any errors do not affect the essential characteristics of the product.

The Site shall inform the Buyer of the latest date by which it undertakes to deliver the products selected by the Buyer. The Site shall honour orders placed by the Buyer as long as stocks last. Manexco shall do its utmost to present an up-to-date record of product availability on the Site.

In the event that, in spite of the vigilance of Manexco, one or more product(s) ordered by a Buyer are temporarily or permanently unavailable, or if the delivery time should exceed the date indicated on order by more than seven (7) days (except in cases of act of God), Manexco shall inform the Buyer thereof by email. The Buyer shall then have the option of modifying or cancelling his/her order by mailing Manexco by means of registered mail.

Should an order be cancelled owing to delayed delivery, the Buyer shall be required to express his/her wish to cancel or modify his/her order within fourteen (14) calendar days at the latest as of the date given for delivery of the order. In the scenarios given in this paragraph, Manexco undertakes to reimburse the Buyer whose payment has already been debited at the earliest opportunity and within twenty-five (25) days of payment at the latest. Manexco shall not pay any compensation to the Buyer in such cases.

## **C. Prices**

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The prices of the products shown on the Site are in euro, including VAT. Discounts shall be applied on order and shown in the Buyer's shopping basket, if he/she meets the terms and conditions that apply to take advantage of them and has correctly filled in the promotion codes.

*CAUTION* : If the delivery country is not part of the European Union, customs duties may be charged to the recipient. Manexco/Manexco S.A. has no control over these charges that are the sole responsibility of the Buyer and must be incurred by the Buyer.

Manexco reserves the right to change the prices without notice at any time. The prices applicable to the Buyer on order shall be those shown on the Site at the time of the Buyer's confirmation of his/her order on the Site.

## **D. Payment**

No bank information is stored on our server: the input form is hosted directly at our partner bank, Adyen or PayPal. We thus guarantee you a high level of security for all of your transactions on the Site.

Should the Buyer pay for his/her order with a non-Belgian debit/credit card, such debit/credit card must be valid for international transactions. Furthermore, any commissions or other costs regarding payment that may be charged to Manexco by his/her bank shall be charged to the Buyer. The sum to be paid for the order is indicated to the Buyer on the Internet page summarizing the items in his/her order. Before proceeding with payment, the Buyer therefore has the opportunity to check the details of his/her order and the total price online and correct any errors.

Payment is payable on order by debit/credit card and Paypal only. Only payments in euros (or converted in euros) are accepted. The Buyer guarantees Manexco that he/she is fully entitled to use the debit/credit card used to pay. Should a Buyer's payment be refused by the bank, Manexco reserves the right to cancel shipping of his/her order. All new orders placed by such Buyer may be suspended or cancelled by Manexco.

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Only the debit/credit cards mentioned on the website are accepted. When placing the order, the Buyer must provide the Site with the relevant information on his/her debit/credit card requested of him/her (card number, expiry date, security code on the back of the card). The online payment is secure. The information processed is encrypted. The Buyer's debit/credit card shall be debited on confirmation by our bank of acceptance of the Buyer's payment.

The products continue to be the full and entire property of Manexco until payment for the products invoiced has been collected in full, including shipping costs and taxes. Payment is the final stage in confirmation of the order. The Buyer may modify any of the items in his/her order at any time, until he/she has confirmed payment. When payment is confirmed by the Buyer, the order is validated and becomes firm.

The Buyer shall receive an email from the Site at the email address provided, acknowledging receipt and summarizing the items in the order that he/she has placed.

## **E. Delivery**

Upon confirmation by the bank of acceptance of the Buyer's payment, Manexco shall process the order insofar as stocks last. Orders are delivered to the delivery address provided by the Buyer when ordering on the Site.

Delivery of orders is handled by DPD, DHL, GLS or by the Belgian Post. Delivery times are likely to vary depending on the time of the Buyer's order and the destination of the parcel. As Manexco has no control over such times, the payment of any penalties or compensation to the Buyer by Manexco shall not be accepted on such grounds. Conversely, the Buyer is entitled to cancel his/her order according to the terms laid down in Article 2-b of these GTCS.

If, in spite of everything, it proves impossible to complete delivery or should you refuse to accept said delivery, the parcel shall be returned to Manexco. The products ordered shall be reimbursed (by crediting the debit/credit card used during the order) within twenty-five (25) days at the latest of return of the parcel to Manexco.

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If the parcel reaches the Buyer damaged or open, the Buyer must refuse to accept delivery by the deliveryman, pointing out the damage noted and filing a claim with him for the anomaly. All parcel deliveries accepted by the Buyer shall be deemed free of defects imputable to delivery.

## **Delivery time**

The delivery time is based on Manexco's (1) handling time, the (2) shipping service, and when Manexco receives (3) cleared payment. By knowing the estimated delivery time, you can determine how long it will take to receive your item.

## **Processing orders**

In most cases, orders performed before 2pm (CET) leave Manexco's facilities the same working day. Once your order is processed, you will receive a tracking code.

## **Shipping services and delivery time**

We ship to Europe and to the rest of the world with DPD or DHL.

- Belgium : 1-2 working days
- Europe: 3-4 working days
- North and South America: 5-7 working days
- Africa: 6-10 working days
- Asia: 6-10 working days
- Australia and New-Zealand: 15-20 working days
- Cleared payment

A payment is considered "cleared" after your payment has been deposited into the seller's account. If you pay using PayPal or Debit/Credit Card, the payment may clear immediately. However, if you pay by bank transfer your payment may take several days to clear.

## **Clearance**

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Customs clearance, if applicable (outside the EU), is operated by DHL / DPD / GLS/Bpost before the physical arrival of the goods.

## **Confirmation of payment**

A payment is considered confirmed once the amount of the purchase has credited the account of Manexco / Manexco S.A. If the buyer uses PayPal or Adyen, the payment will be confirmed immediately. However, if the buyer uses the bank deposit as a means of payment, it may take several days (2-3 days) to validate the payment.

## **Guarantees**

All Products sold on the Site edited and managed by Manexco benefit from the guarantee of conformity and the guarantee of defects.

## **IT and freedom**

The personal data communicated by the Buyer and collected by Manexco at the time of the Buyer's order are mandatory and necessary for the processing and management of the order. The lack of information of these elements would not otherwise allow Manexco to process the order of the Buyer.

In accordance with the law, the Purchaser has a right of access, rectification, opposition and cancellation of personal data concerning him to the Company.

## **Miscellaneous**

### **Computer or technical problems on the Site**

Manexco declines any responsibility in case of interruption, malfunction, or fraudulent intrusion on the Site.

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Manexco cannot be held responsible for any loss of data or files resulting from the consultation of the Site. It is up to the Purchaser to make all necessary backups before placing an order on the Site.

## **Force majeure**

Manexco's liability cannot be held liable for total or partial non-compliance with the obligations of these General Conditions in the event of the occurrence of a force majeure event.

## **Applicable law and jurisdiction**

These Terms and Conditions are governed by Belgian law regardless of the country of delivery.

In the absence of amicable agreement which must be sought before any judicial appeal, any dispute relating to the interpretation, execution or breach of the contract concluded between Manexco/ Manexco SA and the Buyer, even in case of plurality of defendants, will be the exclusive jurisdiction of the courts of Belgium.

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