

Terms & Conditions

I. GENERAL PROVISIONS

These terms and conditions (hereafter the 'Terms') apply to the website on which it is published (hereafter the 'Website'), and to any transactions concluded via the Website, including but not limited to any purchase of clothing product materials (hereafter the "Product").

The Website is operated and maintained by Tirette, a company established under Belgian law, having its official seat at De Mote 7 - 8210 Zedelgem - Belgium, registered in the Crossroads Bank of Enterprises under enterprise/VAT number BE0806-043-868, with email address sales@tirette.com (hereafter the "Seller").

The Website is made publicly accessible via the Internet to any visitors, including you (hereafter the "User"). Users wishing to buy Products via the Website may be professional customers ('Customers') or 'Consumers'. Please note that these Terms apply only to Consumers. You are a Consumer if you are a private person, acting for purposes other than those of your trade, business or profession. If you do not meet these requirements, you are considered a Customer, and should refer to the Terms & Conditions - Customers.

Users and Consumers are able to download and print these Terms.

II. INFORMATION ON THIS WEBSITE AND ACCEPTABLE USE OF THE WEBSITE

Users who visit the Website are able to do so under the Terms as set out herein.

All information published on the Website, including in relation to Products, is published and maintained by the Seller with appropriate diligence. However, the Website is made available on a best efforts basis only.

The Website and the information published thereon are for informational purposes only, and for the purposes of submitting orders as described in section III below. Any other use is expressly prohibited, including in particular any use which is unlawful or harms the interests of the Seller. The latter includes any excessive or manifestly abusive use of the Website and its resources, or any abuse of security weaknesses.

III. ORDERS AND DELIVERY

The Website may be used to place orders with the Seller in relation to Products as they appear on the Website at the time the Consumer implements its order, subject to those

Products being available.

In relation to orders, via the Website, the Consumer accepts these Terms expressly during the order process by clicking on a tick or putting a cross against the words "I accept the Terms & Conditions Consumers".

By clicking on "Order and Pay", the Consumer places a binding order for the selected Products and the Consumer automatically agrees to pay for them. The Consumer will receive after its purchase a confirmation of the order, including a confirmation of the Products ordered and the amounts due and these Terms upon its proper receipt by the Seller via the e-mail address provided by the Consumer during the order process. Parties agree that this order confirmation constitutes a durable medium that captures the essence of the sales agreement as concluded between them.

The Consumer warrants and represents that it has provided accurate, complete and up to date information during the order process. Without prejudice to the right described in section V below, the Consumer accepts the characteristics of the Products as described on the Website as being sufficient for its needs, and compliant with its expectations.

Validating an order form through the Website is deemed to be equivalent to an electronic signature which has the same value between the Seller and the Consumer as a written signature, and serves as evidence that the order is complete and proper, that the submission of the order establishes a legally binding agreement governed by these Terms, and that the amounts due may be claimed in performing that order. The Seller and the Consumer affirm that the resulting agreement constitutes a sales agreement.

Consumers shall pay Seller the amount indicated in the order confirmation for the Product, under the payment terms set out therein. The Product shall be shipped to the Consumer by Seller after payment for the Product and its shipping is received by the Seller as set out herein I (the "Shipment Date"). The Seller will undertake its best professional efforts to deliver the Product within 21 calendar days after the Shipment Date. The Seller cannot however be held liable for Products not being available, or for any losses which might arise as a result. Should one or more Products in an order not be available, the Seller will inform the Consumer via e-mail or otherwise in writing that it has cancelled his or her order wholly or in part, or that it has split it. Should Products be found to be unavailable and the Consumer has already paid for them, the Seller shall refund the Consumer for such unavailable Products as expediently as reasonably possible, taking into account the chosen means of payment.

Notwithstanding delivery of the Product or any other provision of these Terms, title to the Product shall not pass to Consumer until Seller has received payment in full for the invoiced amount for the Product and payment of all other monies then due or owing to Seller. Until such time as title in the Product passes to Consumer, Consumer shall hold the Product as Seller's fiduciary and shall keep the Product separate from those of Consumer and third parties, properly stored, protected and insured and identified as Seller's property. No sale or other use of the Product is permitted until Seller has received payment in full.

IV. PRICE, INVOICE AND PAYMENT FOR ORDERS

The price for the Product shall be as stated on the Website at the moment the Consumer places its order. The Consumer must place its order from the country in which it is usually resident / wants the items delivered. Orders cannot be placed in one country for delivery to another.

Delivery costs may apply and will be communicated to the Consumer during the order process. The price mentioned are final and total prices (including VAT, customs, duties and insurance).

Purchases can only be paid for online, by Visa, MasterCard, American Express, Carte Bleue, Maestro, Bancontact/Mister Cash, and PayPal. Any amounts not paid by credit card shall be due as invoiced and shall not be subject to offset or reduction for any reason. The Product will not be shipped until payment for the Product and shipping is made in full. All amounts referenced on the Website are denominated and shall be paid in Euro.

V. RETURN PROCESS

Returns to the Seller are always free of charge and Consumer does not have to provide a reason for the return. Consumer has the right to return the Products within fourteen (14) calendar days from the shipment date. The Consumer shall bear the shipping costs of returns.

In order to validly return the ordered Products, the Consumer must send a notification concerning the return before the expiry of specified timeframe to sales@tirette.com.

All returns are quality checked by the Seller upon receipt. Products should be returned in a new and unused condition with labels attached and wherever possible sent back in the original packaging. The Consumer is only liable for the depreciation of the Products resulting from the use of the Products that goes beyond what is necessary to determine the nature, characteristics and functioning of the Products.

The Seller reserves the right to refuse returns if (a) they took place outside the specified timeframe (b) if the Products are not in the same condition in which they were sent or (c) if they do not comply with these return conditions.

The Seller may withhold reimbursement until it has received the Products, or until the Consumer has supplied evidence of having sent them back.

VI. CONFORMITY, QUALITY AND LIABILITY

The liability of the Seller for defects is governed by the applicable statutory provisions.

The Seller cannot be held liable for any losses suffered directly or indirectly (loss of use, loss of profits, loss of opportunity etc.) arising out of any use of the Website or out of its unavailability. The Seller disclaims any liability for any damage to the Consumer's systems incurred through visiting the Website.

The Seller cannot be held liable for not delivering orders when Products are out of stock or for reasons beyond its reasonable control, including circumstances of force majeure, including disturbances of or suspension of transport, post or communications services, in the event of flood or fire, accidents or damage inherent in using the network.

OTHER PROVISIONS

VI.1. Entire Agreement. The parties affirm that these Terms, in combination with any orders submitted via the Website, constitute the entirety of the agreement in relation to the Products, excluding any and all other agreements and discussions, whether oral or in writing.

VI.2. Default. The occurrence of any one or more of the following matters shall constitute a default under the Terms (a "Default"): (a) failure by Consumer to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, or (b) failure (or admission in writing of inability or unwillingness) by Consumer to pay amounts due and payable to Seller hereunder within the specified timeframe. In the event of a Default, Seller may avail itself of any and all rights or remedies available at law or in equity, including but not limited to cancellation of any outstanding orders.

VI.3. Assignment. Neither Seller nor Consumer may assign, convey or transfer orders concluded under these Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Seller may assign such orders without the prior written consent of Consumer to a person or entity controlling,

controlled by or affiliated with Seller. The Terms shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

VI. 4. Notices and communication. All notices and communication required hereunder (including any signing of orders) shall be in writing, and shall be deemed properly served if delivered in person or by reputable overnight courier service, or if sent by registered mail to the addresses in the Terms or to such addresses as a party may designate from time to time, notably during the order process. Furthermore, notices and communication (including orders) shall also be deemed properly served via e-mail communication or (for orders only) via the Website.

VI.5. Severability. Whenever possible each provision of these Terms will be interpreted in a manner to be effective and valid, but if any provision of these Terms is held to be prohibited, invalid or unenforceable, then such provision will be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting in any manner whatsoever the remainder of such provision or remaining provisions hereof. To the extent permitted by law, the parties hereto waive any provision of law that renders any such provision prohibited or unenforceable in any respect. If any of the covenants set forth in these Terms are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope, time, and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against the parties hereto.

VI. 6. No waiver. No course of dealing or failure of Seller or Consumer to strictly enforce any term, right or conditions of these Terms shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of these Terms shall operate as a waiver of any other term, right or condition.

VI. 7. Data protection in relation to Orders. Placing orders may imply the processing of personal data as defined under applicable data protection law. For more information about the processing of Consumers' personal data, please refer to the Privacy Notice.

VI. 9. Intellectual Property Rights. All elements of the Website, including texts, the database with all data published on the website, the layout and graphic design of the web pages, the catalogue of Products, photos, images, video and music on the Website are protected certain intellectual property rights, including but not limited to copyrights, database rights, trademarks and patents. Such intellectual property rights are held by Seller and/or are used by Seller with the permission of the holder of the intellectual property rights. They may not be copied, disseminated, communicated, modified or re-used in any other way in

any form whatsoever without the Seller's prior consent in writing.

Furthermore, Seller is the holder of certain intellectual property rights in relation to the Products, including but not limited to copyrights, design rights, trademarks and patents. The Consumer shall obtain no title or claims in relation to such intellectual property rights except insofar as strictly required for compliance with the Terms, including the performance of orders.

VI.10. Applicable law and disputes. The European Commission provides Consumers with a platform for alternative dispute resolution. Consumers can settle their dispute relating to an online order without having to go to court. The online dispute resolution platform can be accessed via the following URL: <http://ec.europa.eu/odr/>.

Without prejudice to the above and to the extent allowed by applicable law, the Terms and disputes in relation thereto shall be governed by and construed exclusively in accordance with the laws of Belgium and will be exercised by the competent courts of Belgium, without regard to conflicts of law principles or the United Nations Convention on Contracts for the International Sale of Goods.