# Terms and Conditions - v16

surpriseswebstore, THE biggest Hello Kitty webstore in Belgium! 05-10-2018

The images on this site are copyright protected and may not be used for both personal and commercial purposes! The Sanrio characters graphics remain at all times owned by Sanrio. These terms and conditions apply whenever a reservation or order is placed on SurprisesWebstore.be.

1 Owner of shop and validity of these terms and conditions

- This shop is managed by LynnAsia V.O.F., Montfortstraat 51, 2550 Kontich, Belgium (no visiting address!).
- For the sale of our products only these terms and conditions are valid. Other conditions are not valid.
- We sell our products exclusively to consumers and in quantities that are customary for consumers.
- The original languages of these terms and conditions are Dutch and English.
- This shop only sells in Belgium and The Netherlands. Invoice and delivery address must be located in Belgium or the Netherlands.

#### 2 Closure of the Agreement

- -A for you binding order is only established when you have entered all the information required for the conclusion of the agreement, confirming that you are aware of these terms and conditions and clicked the "order with obligation to pay". Until you have clicked this button, you can correct and alter the order and the information in your order at any time before you make the payment.
- Once you have placed your order, you will receive an automatically generated confirmation of receipt of your order by e-mail. It will also contain these terms and conditions as a reminder. To the extent you have not already printed the details of your order and these terms and conditions as part of the ordering process and / or saved elsewhere, we recommend that you print and save this e-mail. SurprisesWebstore will have no storage place. The receipt confirmation is no purchase agreement. The receipt confirmation just shows that your order has been received by us.
- We reserve the right whether or not to accept your order, we are not obliged to enter into a contractual agreement. We only accept your order by sending the ordered products to the address you specify. You will receive a notice through a separate e-mail.

# 3 Availability and the delivery time of products

- If one or more of the products you ordered at the time of your order, is no longer available, we unfortunately can not complete your order. We reserve the right to choose in such case, to carry out in part or completely reject the order. We will inform you in that regard immediately by e-mail.
- If the product you ordered or if the products you ordered are available, then the delivery time to the address specified by you is three working days after the entry of your order.

Attention! Orders from the United States wil take 14 days at least!

#### 4 Price

- The current statutory tax (VAT) is included in all the prices of the products in the shop. The offers and prices used by the online shop of SurprisesWebstore.be are valid as long as they are online and while supplies last. Surpriseswebstore.be reserves the right to modify any price and can not be held responsible for any typos and incorrect prices. If a price adjustment happened in an order, Surpriseswebstore.be will contact the buyer to inform him of this, if desired, he may cancel the order without any additional costs attached to it.

# 5 Payment

- At the checkout you can choose between different payment methods:
- Payment by credit card (Visa, MasterCard and Maestro)(global)
- Payment by Bancontact / Mister Cash (Belgium, The Nederlands, Luxemburg)
- Payment by Ideal (The Netherlands)
- Remember that additional costs of bank transfers can arise for you because of the agreements concluded with your banks and other credit institutions.

#### 6 Shipment

All packages will be send by Bpost. We only deliver to Belgium, The Nederlands, Luxemburg, UK, France, Germany, Italy, Spain, Portugal, Denmark, Greece and the united states at this moment, but we are a young and growing corporation, so these terms and conditions will be updated when new countries will be available.

### -For Belgium, The Nederlands en Luxemburg:

All shippings within Belgium are free with a minimal order of €20!

- -For The Nederlands and Luxemburg it will be €8 pro order and free for orders above €75.
- -For Italy, Spain, Portugal, Denmark it will be €17 pro order and free for all orders above €100.
- -For Greece it will be €20 pro order and free for all orders above €100.

## -For the united states:

All orders from €150 and above are free to the US. All orders less then €150 have the following costs:

Till 0,5 kg: €12; 0,5-1 kg: €15; 1-2 kg: €20; 2-3 kg: €23; 3-4 kg: €28

all above 4 kg will be free delivered, with a maximum of 6 kg.

Attention! In no way we are responsible for any other VAT, taxes, bordertaxes or any other costs to the US. All further bordercost are at cost of the buyer. Also are we never responsible for currency changes.

# 7 Guarantee and Liability

- The products received by you are covered by the legal guarantees.
- Notwithstanding the foregoing, you will not be entitled to any guarantee:
- Normal wear and tear of the product concerned,
- If the product concerned has been modified or repaired,
- If the original invoice of the product concerned can not be presented, has been altered or defaced,
- By injudicious or abnormal use of the product concerned, or
- In the product concerned has been damaged by your intent or negligence.

# 8 Damage during transportation

All our goods will be inspected for defects before they are dispatched.

Our shipped packages are insured. If the package and/or the content is damaged upon arrival, please report it to the courier upon delivery. When returning goods to us, make sure that you are aware that you have full responsibility of the safe arrival of the goods back to us.

Thus we recommend you choosing a shipping method with tracking and insurance to ship back to us.

9 We are not responsible for the content of third party websites to which we link through this website.

## 10 Rights of intellectual property and trademarks

By our company-operated website and all its contents such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of SurprisesWebstore.be and protected by international copyright laws. This site or any portion of it may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the expressed written consent of SurprisesWebstore.be.

Bunny and it's logo and drawings are own by LynnAsia (VOF) at any moment, and could not be copied at any time.

# 11 Governing law

This agreement is governed by Belgian law.

### 12 Notification regarding telephone costs

When you contact us by phone you are charged the cost of a regular call, according to your phone subscription, without further costs.

# 13 Return Policy

- You have the right to return the ordered, unused goods in unopened and in the original packaging within 14 days of receipt. You are on time if you send the goods back before the period of 14 days has expired. If you, for any reason whatsoever, are not satisfied with your order, you can return it at your own expense.

Pay attention! We will only pay you back the amount of the goods, the postage cost will NOT be refunded. You are also responsible for the value of the goods resulting from the use of the goods, which goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

The owned amount will, after receipt of the goods, be refunded within thirty days on your account. Of course we will do our best to do this as soon as possible!

- To guarantee the hygiene, earrings and underwear can not be returned.

#### 14 Privacy

We respect your privacy. Any personal information you provide will be used for the purpose of giving the best possible information to you. In our feedback form and catalog digital form, we ask you to give us some contact information that is necessary to send / reply to give the information requested. We also ask for other information, which is largely optional. Surpriseswebstore.be uses this information to understand its customer base better and thus offer the best service.

## 15 Communication of personal data to third parties

Unless we obtain your express consent, we will not disclose your personal information to any third parties. We will not sell, rent or trade your personal information to others for marketing purposes without your expressed consent. We may collect statistics regarding the use of our webshop, such as traffic patterns and related site information, but this information will not include any personal identifying information. Might there be a technical reson that you can't sign

out from the newsletter, let us know and we will fix that ASAP.

### 16 Newsletter

When you subscribe to our newsletter, you can be assured that your personal information and email address will not be sold, exchanged, or in any way shared with third parties. We keep your personal information private and will only be used in your email address to send you the newsletters you requested. You can unsubscribe from or newsletter at any time.

# 17 European ombuds

All disputes are subject to the exclusive jurisdiction of the courts of our registered office. Information about alternative dispute resolution can be found via this link:

https://webgate.ec.europa.eu/odr/main/?event=main.home.show but we reserve the right to submit disputes exclusively to the courts .