

TERMS & CONDITIONS: WWW.SHOELEX.COM

Article 1: Terms of Use / Modification of the present Terms & Conditions

The Website Owner may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

In case of modification, we will use the terms and conditions that were present the day you ordered.

The Website Owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, you or your company's personal information or material and information transmitted over our system.

Article 2: Product availability

Our prices and products offers are available as they are visible on our website, considering the amount of products left in our stocks.

Once we received your order, we check the product(s) availability. If the product is unavailable, we commit, within 30 days, to:

- deliver the same product,
- offer a similar product at a similar price,
- process to a refund (only if you initial order is superior to \$ 34 – without shipping).

In order to correctly process your order, **we need you to indicate your order number and your complete informations** (first name, last name, address, ...).

The validation date is:

- The day of the order if you pay with credit / debit card online,
- The day we received the check if you decide to pay by check.

If one of the products in your order is unavailable, we send the rest of it.

Article 3: Price

www.shoelex.com can modify its prices whenever it wants, but we commit to apply the price indicated at the moment of your order.

Article 4: Payment & Security

Credit Card (Secure Online Payment):

If you use our Online Credit Card secure payment, you will be automatically directed to our SSL (128 bits) encoded webpage. This payment solution is provided by Paypal. We accept both Visa and Mastercard.

We will process your order **only once the credit card secure transaction is validated**. If your payment is not validated for any reasons, your order **will not** be processed.

Property Reserve

All the products are www.shoelex.com property until the payment is completed. However, once we received your order, the risks entitled to the delivery are transferred to the customer.

Payment default

www.shoelex.com can refuse at anytime to process a delivery if we encounter any kind of payment problem.

Article 5: Shipping & Delivery

5.1 – Generals

Products are delivered to the address given in your order form. For safety reasons, we cannot deliver any products in army bases or military structures.

5.2 – Delivery

Up to 4 pairs: **Postexport** delivery. Shipping: **\$ 9.50 - €7**

5 pairs and more: **Postexport** delivery. Shipping: **\$ 19 - €14**

We will not accept any kind of contestation concerning the delivery after one month.

No delivery on Saturdays, Sundays and public holidays.

5.3 – Processing delays

Delays written below are expressed in labor days. Delays written are average delays including the processing of your order. Delays do not include the shipping delay according to La Poste. If you finally choose to cancel your order, you need to refuse the package when delivered. Once we receive the refused package, we will check the products and process the refund within 15 days.

Usually, the delay for processing your order goes from 1 to 5 days.

5.5 – Delivery delays

Products are delivered via La Poste, at the address mentioned on your order form.

The shipping method depends on the weight, volume, value and country.

Modalities:

- PostExport (Europe): 3 to 5 labor days
- PostExport (Intl): 5 to 8 labor days

Article 6: Responsibilities

SHOELEX could not be held responsible for the non-fulfillment of the concluded contract due to the emergence of an event of force majeure in particular in case of all-out or partial strike of postal services, carriers, and disasters caused by floods or fire.

For products bought to satisfy the professional needs, www.shoelex.com will incur no responsibility for any consequential damage because of the present, the operating loss, the loss of profit, the damages or expenses, which could arise.

The choice and the purchase of a product or a service are placed under the only responsibility of the customer. The total or partial impossibility to use products can give place to no compensation, refund or questioning of the responsibility of www.shoelex.com, except in the case of a turned out latent defect, a nonconformity, an imperfection or an exercise of the right of retraction envisaged in the article 8.3

Article 7: Undistributed treatment of the parcel by the provider

Parcels which were not delivered to the final addressee for the following reasons: false address, unclaimed, refused, damages of transport, despoliation ...

7.1 – False address

Concerns the products returned by the provider in charge of the delivery with the mention: false address.

Once we checked and accepted your parcel, we will provide several solutions:

- Ship the same product at a correct address,
- Process to an exchange (same value, identical characteristics),
- Process to a refund within 15 days,

7.2 – Unclaimed

Concerns the products that were not claimed at your postal office within the time limits allowed.

Once we checked and accepted your parcel, we will provide several solutions:

- Ship the same product at a correct address,
- Process to an exchange (same value, identical characteristics),
- Process to a refund within 15 days,

7.3 – Refused

You refused the parcel when delivered.

Once we checked and accepted your parcel, we will provide several solutions:

- Ship the same product at a correct address,
- Process to an exchange (same value, identical characteristics),
- Process to a refund within 15 days,

7.4 – Damaged goods

Concerns the undelivered products due to apparent damages: opened, empty or damaged parcel.

Once we checked and accepted your parcel, we will provide several solutions:

- Ship the same product at a correct address,
- Process to an exchange (same value, identical characteristics),
- Process to a refund within 15 days,

Article 8: Return right

8.1 – Procedure

In order to provide the best service, all returned products must first be validated by our customer service. Once your return is accepted, we will give you a “return number” that has to appear clearly on your parcel.

Within 15 days, you will be able to return the product in observance of the conditions mentioned below:

- The product will necessarily have to be in perfect state, in its original packing, not opened, not unsealed, undamaged, unspoiled, unmarked...
- The product must be accompanied with all its accessories if any.

In defect, the product will be returned to you, at your expenses.

8.2 – Reference error

You have 15 days to indicate us that the product you received is not the ordered product: (problem of size, color, characteristics, completely different product) so that our customer service is able to give you a “return number”.

IMPORTANT: No return will be accepted if the returned product is unfit for its re-marketing.

Consequently:

- The product will necessarily have to be in perfect state, in its original packing, not opened, not unsealed, undamaged, unspoiled, unmarked...
- The product must be accompanied with all its accessories if any.

In defect, the product will be returned to you, at your expenses. In this particular case, we will also refund the shipping expenses. The maximum amount of the refund of these expenses will be cannot exceed \$25.

8.3- Retraction

According to the L.121-20 article and following of the Code of the Consumption, you have 7 working days, as from the delivery date of your order, to return any article that would finally not be convenient for you, in its original packing and in good condition, appropriate for its re-marketing.

You can ask for the exchange or the refund without penalty, with the exception of the expenses of return. You thus have 7 days to indicate us that you want to return the product.

IMPORTANT: No return will be accepted if the returned product is unfit for its re-marketing.

Consequently:

- The product will necessarily have to be in perfect state, in its original packing, not opened, not unsealed, undamaged, unspoiled, unmarked...
- The product must be accompanied with all its accessories if any.

In defect, the product will be returned to you, at your expenses.

Article 9: Privacy Policy

Our Commitment To Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

The Information We Collect

This notice applies to all information collected or submitted on this website. On some pages, you can order products, make requests, and register to receive materials. The type of personal information collected at these pages is:

Name

Address

Email address

Phone number

The Information We DONT Collect

Credit/Debit Card Information - we use a third party payment processor to handle this information securely. None of your Credit/Debit card information is stored anywhere on this site.

The Way We Use Information

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

You can register with our website if you would like to receive updates on our new products and services. Information you submit on our website will not be used for this purpose unless you fill out the registration form. You can always unsubscribe from our updates at any time.

We may use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we would not disclose anything that could be used to identify those individuals.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our Commitment To Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

Our Commitment To Children's Privacy

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

How You Can Correct Your Information

You can also correct factual errors in your personally identifiable information by sending us a request that credibly shows error.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

How To Contact Us

Should you have other questions or concerns about these privacy policies, please contact us
- by email at contact@shoelex.com
- by mail at:

SHOELEX SARL Service Clients - 4, Square du Rhône - 75017 PARIS - FRANCE

Article 10: Applicable laws

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of France (Paris) without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the Tribunal de Grande Instance de Paris in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

Article 11: Severability

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Article 11: Informations about the company

We are located in Paris, France. Please find below our registered office address:

SHOELEX SARL
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75017 PARIS
FRANCE
Phone: +33 (0) 1 78 67 49 16
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<http://www.shoelex.com>
contact@shoelex.com