



## General Policy of Allan K

Terms & conditions of use of the Allan K website  
Terms & conditions of the Allan K online sale

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## A. About Allan K and Kadic nv/sa

### A.1. Legal information

The brand name "Allan K", referred hereafter as the "**Brand**",

belongs to and is published by Kadic nv/sa, a public limited company with a capital of 62.000 Euros listed in the Legal Entities Register of Belgium under company registration number BE0407.728.414. The Kadic nv/sa head office is located in Antwerp, Belgium. It's full address is:

KADIC nv/sa  
Rysheuvelsstraat 21-23  
2600 Antwerp  
Belgium

Kadic nv/sa can be reached by

- Phone at +32.3.230.45.21
- Email at the following address: [contact@allank.be](mailto:contact@allank.be)

## B. Terms & conditions of use of the Allan K website

The domain [www.AllanK.be](http://www.AllanK.be), hereafter the "**Website**", is property of Kadic nv/sa, referred hereafter as the "**Publisher**".

### B.1. Purpose

The Website and all its subpages are free of access to all Internet users. Internet users visiting the Website are hereafter referred to as "Visitors". The Website's purpose is

- To inform the consumer about the location of physical stores selling Allan K products
- The online advertisement and sale of shoes, bags, leather goods and accessories to the consumer.

### B.2. Customer service

This Website's customer service is accessible from Monday to Friday from 9am to 5pm CET/CEST through

- Live Chat on the Website
- The Contact form under the tab "Contact" on the Website
- Email: [contact@allank.be](mailto:contact@allank.be)
- The phone number with no surcharges applicable: +32.3.230.45.21

The Publisher will answer any inquiry sent through these means within 48 hours (Monday to Friday). The Customer Service's operating language is English, Dutch and French.

### B.3. Prices

Prices on the Website are shown in Euros, including all taxes, excluding shipping charges. These prices can be modified anytime by the Publisher. The prices are only valid on the date of the order and do not have effect on the future. Delivery charges will be indicated to the Customer prior to any payment. In case of delivery outside the territory of the European Union, the Customer is informed that customs duties and other taxes may be applicable. Necessary formalities and payment of such fees and taxes are the Customer's responsibility and can never be the responsibility of the Publisher. It is therefore the Customer's responsibility, before ordering, to check with the competent authorities, all these formalities and tax requirements, as well as the possibility of importing the product to the country of delivery.

### B.4. Subscribers: newsletters

By leaving the box ticked, provided for the purpose of receiving newsletters or by giving expressly their agreement to this end, the Visitor becomes a "Subscriber". Subscribers agree that the Publisher of this Website sends them, at a frequency and under a format of his choice, a newsletter that may include information relating to its business and sales offers for products and services similar to those published on the Website.

The Subscriber has the option to unsubscribe from the newsletter by clicking the link provided for this purpose, in each of the newsletters.

## B.5. Member Area

### B.5.1. Creation of the Member Area

The creation of a Member Area is not a prerequisite to any order of a Visitor on this Website. To create a Member Area, Visitors will be asked to provide certain personal information. The Visitor agrees to provide accurate information under penalty of the account cancellation. Some information will be deemed essential to the sale contracts and their collection will be essential to the creation of the personal Member Area and validation of the sale contract. The refusal by a Visitor to provide such information will effectively prevent the creation of the Member's area. If the Visitor chooses to register through a social media account (for example Facebook or Google), then the personal information is collected through his social media profile. We recommend that the Visitor consults the privacy policy of their social media service provider to determine which data is processed when the social media login function is used.

### B.5.2. Use

The Member Area allows the Member to

- View all their submitted orders through the Website and to monitor the delivery of purchased goods
- Manage their payment methods (saved credit cards)
- Create a Wishlist, by adding their favourite products of the web shop
- Manage their delivery address(es)
- Edit their personal information (Last Name, First name, Email, Phone number)

If the data contained in the personal space were to disappear as a result of a fortuitous event, a technical failure or force majeure, the Publisher of this Website will not be held accountable. However, the Publisher agrees, through host WIX.com, to keep securely all contractual elements of which the conservation is required by law or regulations.

The Publisher reserves the exclusive right to cancel the account of any Member who may have breached these terms and conditions (including, but not strictly, when the Member has deliberately provided false information during the registration and establishment of personal space) or that the account is inactive for at least 2 years. Such removal will not be liable to constitute a damage for the excluded Member who therefore is not entitled to any compensation. This exclusion does not exclude the possibility, for the Publisher, to initiate judicial prosecution against the Member, when the Publisher has suffered some financial or moral damages.

### B.5.3. Password

When creating the Member's area, the Visitor is prompted for a password. This password is the guarantee of confidentiality of information contained in the tab "My Account". The Member is prohibited from transferring or communicating the password to anyone. If the Member ignores this prohibition, the Website will not be liable for unauthorized access to the Member's account.

## B.6. Purchase process & orders

Product availability is indicated on the Website, in the description of each item. To place an order, a Visitor can select one or more items and add them to their cart. When their order is complete, they can access their cart by clicking the button provided to this purpose.

By consulting their cart, a Visitor will have the opportunity to check the number and nature of the items they chose and verify the price for each item and the total price of the order. They will be able to remove one or more items from their cart. If their order satisfies them and they want to validate it, the Visitor will be able to click on the submit button. They will be transferred to a form on which they can either enter their login if they already have one, register to become a Member with their personal information using the form presented to them, or check-out directly if they wish to. Next, new Members and non-registered visitors will be asked to enter their delivery address and billing information; Members will be asked to validate or change it. Then, being redirected to the interface for a secure payment, the Visitor will be invited to process the payment. Once the payment is effectively received by the Publisher, the latter acknowledges receipt to the Customer electronically within a reasonable period of time.

Within the same reasonable period of time, the Publisher agrees to send an e-mail with a summary of the order to the Customer. This email will confirm that the order is being processed and will confirm all the necessary and useful information: products ordered, price, delivery details, terms & conditions of sale.

As soon as the order is shipped, the Publisher will send another email to the Customer indicating the track & trace hyperlink, which will allow the Customer to check the status of the shipment with the Carrier.

## B.7. Privacy policy

### B.7.1. Information collected

The Publisher receives, collects and stores any information the Visitor enters on the Website for an indefinite period of time. The collected information is subdivided in 3 categories, depending on the Internet user's Status:

a) For any Visitor on the Website

The Publisher collects the Internet protocol (IP) address used to connect the Visitor's computer to the Internet. The Publisher may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page.

b) For any Subscriber, as described under *B.4 Subscribers: newsletters*, any Member, as described under *B.5 Member Area*, or any Visitor who contacts the Publisher by any means

- Anything mentioned in *B.7.1 a)*
- Personal identifiable information, including name, email, phone number, content of the communications, comments, feedback, product reviews and recommendations.

c) For a Customer

- Anything mentioned in *B.7.1 a)* and *B.7.1 b)*
- Payment details, including credit card information, billing and delivery address(es).

### B.7.2. Means of information collection

When the Visitor conducts any transaction on the Publisher's Website, as part of the website visiting process, the Publisher collects non-personal information and personal information the Visitor gives him.

### B.7.3. Reasons of information collection

The Publisher collects non-personal and personal Information for the following purposes:

- To provide and operate his offered services;
- To provide Visitors with ongoing customer assistance and technical support;
- To be able to contact Subscribers with general or personalized service-related notices and promotional messages, as described in *B.4 Subscribers: newsletters*;
- To create aggregated statistical data and other aggregated and/or inferred non-personal information, which the Publisher may use to provide and improve respective services;
- To deliver goods to the Customer;
- To comply with any applicable laws and regulations.

### B.7.4. Storage, sharing and disclosing information

The Publisher's company is hosted on the WIX.com platform. WIX.com provides the Publisher with the online platform that allows the Publisher to sell his products and services to the Customer. The Visitor's data are stored through WIX.com's data storage, databases and the general WIX.com applications. They store the Visitor's data on secure servers behind a firewall.

The Publisher has the right to share information with his business partners if necessary for the implementation of the purposes described in section B.7.3.

All direct payment gateways offered by WIX.com and used by the Publisher adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by the Publisher's store and its service providers.

WIX.com is certified under the EU-US Privacy Shield Framework and the Swiss-US privacy Shield Framework as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, and therefore adheres to the Privacy Shield Principles.

### B.7.5. Copy of stored personal information

Any Subscriber, Member or Customer can ask the Publisher to provide a copy of the personal information that has been stored on them. Inquiries need to be made to [contact@allank.be](mailto:contact@allank.be) with following details

- Subject email: "Please provide a copy of all my personal information stored on [www.AllanK.be](http://www.AllanK.be)"
- Provide the email address to which the personal information is linked
- Provide a copy of the passport/ID for the concerned person (in that way the Publisher can ascertain the requestor is eligible to receive a copy of the stored information)



Upon receipt of the inquiry, the Publisher will confirm the requestor's inquiry or ask for missing information to complete the inquiry. The Publisher will make a request to the Website host, WIX.com, to provide the stored personal information. As soon as this copy is received by the Publisher, he will send it to the requestor. The requestor acknowledges there could be a delay of 5 days between their inquiry and the receipt of a copy of their information.

#### B.7.6. Deletion of stored personal information

Any Subscriber, Member or Customer can ask the Publisher to delete all of their stored information. Inquiries need to be made to [contact@allank.be](mailto:contact@allank.be) with following details

- Subject email: "Please delete all my personal information stored on [www.AllanK.be](http://www.AllanK.be)"
- Provide the email address to which the personal information is linked
- Provide a copy of the passport/ID for the concerned person (in that way the Publisher can ascertain the requestor is eligible to delete all information)

Upon receipt of the inquiry, the Publisher will confirm the requestor's inquiry or ask for missing information to complete the inquiry. The Publisher will make a request to the Website host, WIX.com, to delete the stored personal information. As soon as a confirmation is received by the Publisher, he will send it to the concerned requestor. The requestor acknowledges there could be a delay of 5 days between their inquiry and the receipt of a confirmation of the deletion of their personal data.

#### B.7.7. Privacy policy updates

The Publisher reserves the right to modify this privacy policy at any time, hence the Visitor is requested to review it regularly. Changes and clarifications will take effect immediately upon their posting on the Website. If the Publisher makes material changes to this policy, he will notify the Subscriber, Member and Customer that it has been updated, so that they are aware of the information the Publisher collects, how he uses it, and under what circumstances, if any, he uses and/or discloses it.

#### B.8. Use of cookies

The Publisher uses technologies, such as cookies, to customise content and advertising, to provide social media features and to analyse traffic to the site. The Publisher also shares information about the Visitor's use of the Website with the Publisher's trusted social media platforms Facebook and Google. One can read more about Facebook's cookies policy [here](#) and Google's cookies policy [here](#). To read more about cookies in general and how to delete them click [here](#).

If one doesn't want a better Website experience by sharing cookie information, the Publisher recommends to use cookie blocking programs such as [AdBlock](#).

#### B.9. Intellectual property

All the elements of this Website belong to the Publisher and are protected by the Intellectual Property law.

Thus, Visitors recognize that, without authorization, any total or partial copy and any broadcasting or exploitation of one or some of these elements, even modified, will give rise to legal proceedings led

against them by the Publisher or by his legal successors. This protection concerns all the textual and graphic contents of the Website, but also its structure, its name and its graphics standards.

#### B.10. Disclaimer

In case of impossibility to access the Website, due to technical issues or any other reason, the client can never sue the Publisher for damages and cannot demand any indemnity.

The unavailability, even if prolonged and without any maximum duration, of one or several products, cannot constitute a damage for the Visitors and can never give rise to damage claim towards the Website or its Publisher.

The visual representations of the products published on the present Website, are guaranteed by the Publisher as perfectly faithful to the reality, to satisfy its obligation of perfect information. However, in the present state of the technique, these representations in particular in terms of colour or shape, can vary from one computer to another or differ from the reality according to the quality of the graphic accessories and from the screen or according to the resolution of the displaying. These variations and differences can in no way be attributed to the Publisher whose liability can in no way be engaged on this fact.

The hyperlinks that can be found on this Website can refer to other websites. The liability of the Publisher can never be engaged if the content of these other websites contravene the law in force. The liability of this Website can also never be engaged if the visit of one of these other websites, causes the Visitor a prejudice.

## C. Terms & conditions of Allan K online sale

Agreement between

The Brand Allan K, advertised on [www.AllanK.be](http://www.AllanK.be) (hereafter the "**Website**"), owned by

KADIC nv/sa  
Rysheuvelsstraat 21-23  
2600 Antwerp  
Belgium  
BE.0407.728.414,

hereafter the "**Seller**",

AND

The Online Purchaser of Allan K goods,

hereafter the "**Customer**".

### C.1. Terms of acceptance

The purchasing of a product on this Website implies the acceptance by the Customer of the terms and conditions laid therein. By the act of acceptance the Customer recognizes that they have read and understood the terms and conditions and waived their own terms. This acceptance will come into effect as the Customer checks the box at check-out and payment of their order, corresponding to the following sentence: *"I agree to the Terms & Conditions."*

Thus, checking the box will be considered to have the same value as a handwritten signature of the Customer. The Customer recognizes the value of evidence of automatic recording systems of the Seller of this Website, and except in case they provide evidence of the contrary, they gave up the right to contest it in case of a dispute.

The acceptance of these general terms of sale implies from the Customer that they have the full legal capacity to do so, or if not, that they have the authorization of someone responsible for them in case they are minor or need special assistance because of disability.

### C.2. Cancellation

#### C.2.1. Right to cancel

Within the European Union, the Customer has the right to cancel their purchase within 14 days without mentioning any reason. The cancellation period lasts 14 days and starts on the day the Customer, or a third party other than the Carrier, indicated by the Customer, acquires physical possession of the last received good of their order. The date of return of the goods is the day that the Customer delivers the goods to the Carrier for returning them to the Seller. Upon request of the Seller, the Customer must be able to provide the tracking number of the parcel to verify the date of return of the goods and to prove the cancellation period has been respected.

Cancellations are not allowed for countries outside the EU. If a Customer outside the EU does return the goods, the Seller will not accept the returned goods from the Carrier and will not refund them.

### C.2.2. Returns for cancellation: Customer obligations & costs

To exercise the right to cancel (only allowed inside the EU), the Customer must inform the Seller in writing, through one of these means

- The Live Chat box on the Website
- The Contact form under the tab "Contact" on the Website
- Email: [contact@allank.be](mailto:contact@allank.be)

For the return to be accepted by the Seller, the Customer must receive a written confirmation of the Seller that validates the receipt of the Customer's writing and the cancellation.

Goods must be returned to following address:

Allan K  
Rysheuvelsstraat 23  
2600 Antwerp  
Belgium

Items need to be returned within the cancellation period of 14 days (non-worn item(s) in new condition and in the Original Packaging: for shoes, the original shoe box and for bags the original protection pouch). The original Allan K shoe boxes can never be used as a shipping container. The Customer always needs to use a shipping box in which the Allan K shoe boxes are placed. If the Customer ignores this rule, the "Damaged packaging fee", as stated in section C.2.3, can be applied.

Returns for cancellations are at the Customer's expense. The Customer can organize and pay for the return themselves or ask the Seller to issue a return label. In the case that the Customer uses the return label issued by the Seller, this has 2 repercussions: the Seller will deduct the costs of the return from the amount that has to be refunded to the Customer, and the return delivery will be insured by the Seller. When the Customer organizes the return themselves and does not use the Seller-issued label, the Seller will not be able to insure the goods as he will not be able to make claims to its insurer nor to its Carrier. The Seller can therefore not be held liable for any lost or damaged goods.

### C.2.3. Effects of cancellation

If the Customer cancels their purchase, upon receipt of the goods at the Seller's warehouse, the Seller will reimburse the value of the returned products within 10 working days. The Seller does retain the right to charge the Customer with

- a "Damaged packaging fee": a fee of maximum 10% of the value of the goods, should the Original Packaging be damaged.
- a "Damaged goods fee": if the goods are damaged or worn, a fee equal to the fully paid amount, so that there will be no reimbursement.

The Seller will issue the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has explicitly asked otherwise and the Seller has agreed to these means.

## C.3. Exchange of goods

### C.3.1. Right to exchange the goods

Within the European Union, the Customer has the right to exchange each article 1 time within the exchange period of 14 days. Exchanges are only allowed for the same product with the exact same price, and by consequence allowed as followed:

- Bags: Different colour
- Shoes: Different size and/or different colour.

The exchange period lasts 14 days and starts on the day the Customer, or a third party other than the Carrier, indicated by the Customer, acquires physical possession of the last received good of their order. The date of return of the goods is the day that the Customer delivers the goods to the Carrier for returning them to the Seller. In case of use of a return label not issued by the Seller, upon request of the latter one, the Customer must be able to provide the tracking number of the parcel to verify the date of return of the goods and to prove the exchange period has been respected.

Exchanges are not allowed for countries outside the EU. If a Customer outside the EU does return the goods, the Seller will not accept the goods from the Carrier and will not exchange them.

### C.3.2. Returns for exchange: Customer obligations & costs

To exercise the right to exchange (only allowed inside the EU), the Customer must inform the Seller and mentions which item(s) they would like to exchange and, which new size(s) and/or colour(s) they would like to receive. The Customer must inform the Seller in writing through one of these means

- The Live Chat box on the Website
- The Contact form under the tab "Contact" on the Website
- Email: [contact@allank.be](mailto:contact@allank.be)

For the exchange to be accepted by the Seller, the Customer must receive a written confirmation of the Seller that validates the receipt of the Customer's writing and the availability of the exchange. If the Seller is not capable of exchanging the goods because of stock limitations, the Seller has the right to refuse the exchange, upon which a possible return of the goods (and the according shipping costs for the return) will be qualified as a cancellation and not as an exchange.

Goods must be returned to following address:

Allan K  
Ryshevelsstraat 23  
2600 Antwerp  
Belgium

Items need to be returned within the exchange period of 14 days (non-worn item(s) in new condition and in the Original Packaging: for shoes, the original shoe box and for bags the original protection pouch). The original Allan K shoe boxes can never be used as a shipping container. The Customer always need to use a shipping box in which the Allan K shoeboxes are placed. If the Customer ignores this rule, the "Damaged packaging fee" as stated in section C.3.3 can be applied.

The cost of return for an exchange is free within the EU as long as the Customer

- Benefited from a free delivery on his initial order (no transport/delivery fee on the Allan K invoice).
- Uses the return label issued by the Seller, which they will obtain when informing the Seller of their return (and in which case the goods are also insured by the Seller during the return delivery - in case of a transport organized/paid for by the Customer, the Seller can never guarantee the insurance of the goods).

Each order can only benefit from 1 free return for exchange. Hence, the Seller will only intervene in the return costs of one shipment per order. If the Customer paid for their delivery in the first place (see Allan K invoice), they won't qualify for a free return, but the return will be at their own expense. The Customer can in that case organize and pay for the return themselves or ask the Seller to issue a return label. In the case that the Customer uses the return label issued by the Seller, this has 2 repercussions: the Seller will ask the Customer to pay for the return delivery before issuing the return label, and the return will be insured by the Seller. When the Customer organizes the return themselves and does not use the Seller-issued label, the Seller will not be able to insure the goods as he will not be able to make claims to its insurer nor to its Carrier. The Seller can therefore not be held liable for any lost or damaged goods.

### C.3.3. Effects of exchanging goods

If the Customer exchanges their articles, upon receipt of the goods at the Seller's warehouse, the Seller will exchange the goods within 5 working days. The Seller does retain the right to charge the Customer with

- a "Damaged packaging fee": a fee of maximum 10% of the value of the goods, should the Original Packaging be damaged.
- a "Damaged goods fee": if the goods are damaged or worn, a fee equal to the fully paid amount, so that there will be no exchange.

The Seller will send the new goods to the Customer for free as long as the initial order was above 100,00 EUR (applicable to any shipping country). If this condition is not fulfilled, the Seller retains the right to invoice the new delivery to the Customer. This invoice will be sent by email, in which the Customer will be asked to prepay the delivery charges with an online payment link. Upon receipt of their payment, the Seller will send the new goods to the Customer. Please see section "C.4 Shipping" for more information.

## C.4. Shipping

### C.4.1. Shipping costs, delivery times and costs of return

Table 1 summarizes the delivery prices, the free delivery threshold, delivery times and return costs.

Table 1

Country	Delivery time in working days(*)	Free delivery & free return for exchange(**)	Return costs for refund
EU			

Austria	3 to 5	If order exceeds 100 EUR	At Customer's expense
Belgium	1 to 2	If order exceeds 100 EUR	At Customer's expense
Bulgaria	5 to 7	If order exceeds 350 EUR	At Customer's expense
Croatia	4 to 7	If order exceeds 249 EUR	At Customer's expense
Cyprus	3 to 4	If order exceeds 400 EUR	At Customer's expense
Czech Republic	3 to 4	If order exceeds 249 EUR	At Customer's expense
Denmark	2 to 3	If order exceeds 100 EUR	At Customer's expense
Estonia	4 to 6	If order exceeds 350 EUR	At Customer's expense
Finland	4 to 7	If order exceeds 249 EUR	At Customer's expense
France	2 to 4	If order exceeds 100 EUR	At Customer's expense
Germany	2 to 3	If order exceeds 100 EUR	At Customer's expense
Greece	5 to 7	If order exceeds 350 EUR	At Customer's expense
Hungary	3 to 4	If order exceeds 249 EUR	At Customer's expense
Ireland	3 to 4	If order exceeds 249 EUR	At Customer's expense
Italy	3 to 5	If order exceeds 249 EUR	At Customer's expense
Latvia	4 to 6	If order exceeds 350 EUR	At Customer's expense
Lithuania	4 to 6	If order exceeds 350 EUR	At Customer's expense
Luxembourg	1 to 2	If order exceeds 100 EUR	At Customer's expense
Malta	3 to 4	If order exceeds 400 EUR	At Customer's expense
Netherlands	1 to 2	If order exceeds 100 EUR	At Customer's expense
Poland	3 to 4	If order exceeds 249 EUR	At Customer's expense
Portugal	3 to 5	If order exceeds 350 EUR	At Customer's expense
Romania	3 to 4	If order exceeds 249 EUR	At Customer's expense
Slovakia	3 to 4	If order exceeds 249 EUR	At Customer's expense
Slovenia	3 to 4	If order exceeds 249 EUR	At Customer's expense
Spain	3 to 4	If order exceeds 249 EUR	At Customer's expense
Sweden	3 to 6	If order exceeds 249 EUR	At Customer's expense
<b>NON-EU</b>			
Norway	2 to 3	Only free delivery if order > 249 EUR. No returns allowed.	No returns allowed
Switzerland	2 to 3	Only free delivery if order > 249 EUR. No returns allowed.	No returns allowed
United Kingdom	2 to 3	Only free delivery if order > 249 EUR. No returns allowed.	No returns allowed
United States	2 to 3	US all-in quote incl. delivery (contact us for US all-in quote)	At Customer's expense

(\*) If ordered before 11:00 am CET/CEST on a working day.

(\*\*) If the initial order benefited from a free delivery (no transport/delivery fee on the Allan K invoice), and if the goods are returned with a label issued by the Seller.

Delivery times are only indicative. Certain products or order volumes may justify a longer delivery time. If applicable, that information will be mentioned to the Customer at the time of the shipping.

In any case, the indicated delivery time remains an approximate and does not bind the Seller legally. Delivery beyond the shown indicative term of delivery shall not entitle the Customer to claim any damages.

#### C.4.2. Delivery error and apparent defect

The client agrees to verify that the product complies with the order upon delivery. Any error in delivery or visible defect shall be subject to a claim within 3 days of delivery. After this period, the product will be deemed approved in accordance with the customer, who can no longer claim a delivery error or apparent defect.

#### C.4.3. Damage & partial loss

If at delivery, a package is clearly and visibly deteriorated or if some ordered articles are missing as a result of an open delivery box at the time of the delivery, it is the customer's responsibility to refuse the delivery of the Carrier. The customer will inform the Seller immediately so that a new package can be prepared and shipped upon receipt of the damaged package in return. In such cases, the delivery times indicated above no longer apply.

### C.5. Applicable law & jurisdiction

The general terms of sale are only subject to Belgian law. However, application of the Act of July 15<sup>th</sup> 1970 ("Uniform law on the International sale of movable tangible property") is explicitly included. The Belgian Courts have exclusive jurisdiction to hear and try disputes possibly arising between the Customer and the Seller.

### C.6. Amicable settlement & renunciation

Except contrarily provided by public order, any litigation that can arise in the frame of the performance of these general terms of sale can, before any legal action, be submitted to the appreciation of the Seller in order to find an amicable settlement. It is expressly reminded that demands for amicable settlement do not suspend the time limit to bring actions in justice.

If one of the clauses of these general terms of sales had to be declared void by the court, it would not render all the other clauses void, and they would remain valid. The fact, for the Seller, not to use temporarily or permanently one or more clauses of these general terms of sale does never waiver the Customer to comply with all the other clauses of the general terms of sale.

### C.7. Amendments

The general terms of sale can be modified at any time by the Seller of this Website or his attorney. The general terms of sale that apply to the Customer are those in force at the time of their order. The Seller



commits himself to keep all the older general terms of sale to send them to an inquiring Customer who made a purchase before the update of the terms.

### C.8. Disclaimer

The Publisher can in no way be responsible for the non-fulfilment or the bad fulfilment of the sale contract directly or indirectly attributable to the Customer, or in case of force majeure beyond the control of the Publisher.

Force majeure releases the Seller from his obligations. If as result of force majeure, the Seller cannot temporarily comply with his obligations, the Seller may decide either to cancel the contract without any right to damages for the Customer, or to comply with his obligations subsequently.

The Seller's liability for any reasons whatsoever is in any case absolutely limited to the amount of the Invoice.

## Glossary

Brand	Brand Allan K
Carrier	Company, chosen by Kadic nv/sa, responsible for the delivery of the Allan K goods
Customer	Online purchaser of Allan K goods on <a href="http://www.AllanK.be">www.AllanK.be</a>
Member	Visitor who created an online profile in the Member Area on <a href="http://www.AllanK.be">www.AllanK.be</a>
Member Area	Password-protected personal space of the Member, hosted on <a href="http://www.AllanK.be">www.AllanK.be</a>
Original Packaging	For Allan K shoes, the original shoe box and for Allan K bags the original protection pouch
PCI-DSS	Payment Card Industry Data Security Standard
Publisher	The owner of the domain <a href="http://www.AllanK.be">www.AllanK.be</a> , i.e. Kadic nv/sa
Seller	The seller of the Allan K goods, i.e. Kadic nv/sa
Status	An internet user visiting <a href="http://www.AllanK.be">www.AllanK.be</a> can be a Visitor, a Member, a Subscriber, a Customer, or a combination of the above.
Subscriber	Visitor who enrolled for the Newsletter as described under section "B.4 Subscribers: newsletters"
Visitor	Every internet user visiting the website <a href="http://www.AllanK.be">www.AllanK.be</a>
Website	Domain <a href="http://www.AllanK.be">www.AllanK.be</a>