

ARTICLE 1 – OBJECT

This document (General Terms of Sale) defines the terms and conditions applying to sales concluded between, on the one hand, any person visiting the site of noseason.be, hereinafter referred to as the user(s), and, on the other hand, the company **NO SEASON Belgium, registered with the CBE under the number 0568 797 508, and having its registered office at 274, Avenue de mai, 1200 Woluwe-Saint-Lambert, Belgium.**

Consequently, by accessing and using the site noseason.be, users agree to comply with all the terms and conditions specified herein. Users should note that these terms and conditions may be updated at any time. Therefore, they should consult this page regularly in order to apprise themselves of any changes made to the said terms and conditions.

No person considered as incompetent, in particular within the meaning of articles 1123 and following of the Civil Code may under any circumstances purchase items on this site.

ARTICLE 2 – ORDERS

The products offered for sale on the site noseason.be are 100% handmade clothing designed and produced by NO SEASON Belgium.

The characteristics of each item are predefined as far as possible by noseason.be on the web page of each product (description, illustrative photographs, etc.), which enables users to familiarize themselves, before placing a firm order, with the essential characteristics of the item that they order. Users acknowledge that their acceptance is based on these descriptions. Any claims concerning the nature of items must relate to the product's descriptive sheet.

The ordering process is as follows:

- Choice of items and their essential characteristics;
- Added to basket;
- Validation of the basket's content;
- Choice of means of payment and acceptance of the GTS;
- Payment validation.

During these various stages, users may view the details of their order and its total price and also correct any errors, if necessary, before confirming the order.

Confirmation of the order implies the user's acceptance of these terms of sale, his or her acknowledgement that he or she has read them in full and agreement to waive the application of any other terms and conditions. All the data provided at the time that the order is placed and its confirmation shall constitute valid proof of the transaction.

Once an order has been validated on the site, the user acknowledges that his or her acceptance constitutes a firm and irrevocable commitment: the sale is considered to have been completed and its payment is immediately due by the user.

Noseason.be will then send an e-mail confirming the order. This e-mail only confirms receipt of the order by noseason.be.

Once an order has been confirmed, the delay of the preparation process of the order is between 1-2 working days. Noseason.be will inform the user by e-mail when all the items have been manufactured. None of these e-mails shall constitute acceptance of the order. No sales contract shall exist between parties until noseason.be has confirmed by e-mail that the products ordered have been dispatched to the user, and only the items listed in the e-mail confirming dispatch shall be covered by the said contract.

Noseason.be reserves the right to cancel or refuse any order from a user with whom a dispute may exist regarding payment for a previous order or who, in noseason.be's opinion, may represent a risk.

Noseason.be undertakes to meet orders placed on its site subject to stock availability. If one or more items ordered are not available, noseason.be undertakes to inform the user promptly of their non-availability and, if applicable, to reimburse the user within not more than 30 days after payment of the amount due. The user's order will then be automatically cancelled.

ARTICLE 3 – PRICES

All prices indicated on the site noseason.be are expressed in Euros, inclusive of all taxes, excluding any delivery charges.

The prices of the items proposed on noseason.be are valid for 24 hours after their publication on the site. Products are billed on the basis of the prices in force at the time the order is placed.

The price is payable in full in a single payment.

Products shall remain the property of noseason.be until payment in full has been received.

Noseason.be shall do everything possible to ensure that all the details, descriptions and prices which appear on its site are accurate, but errors may occur. If an error is noted in the price of items that the user has ordered, noseason.be shall inform the user accordingly as soon as possible by e-mail and shall offer him or her the possibility to re-confirm the order at the real price or to cancel it.

Payment is due by the user immediately after the order has been placed. Users then pay for their order using the three payment methods available: credit card via Stripe, Paypal or bank transfer. Orders will be processed upon receipt of Stripe, Paypal or the bank transfer, in accordance with the procedure described in article 4.

Users can obtain an electronic bill from the site. To that end they must specify the electronic address to which the bill is to be sent by email to info@noseason.be

VAT payment conditions:

Unless stipulated otherwise, the prices indicated on the site include VAT at the Belgian tax rate.

- Items dispatched to Belgium:

Consumers and businesses: the sale includes VAT at the Belgian rate of 21%.

- Items dispatched to another European Community country:

Consumers: the sale includes VAT at the Belgian rate of 21%.

Businesses: the sale is exclusive of VAT (provided that a valid intra-community VAT number is provided).

ARTICLE 4 – PAYMENT ARRANGEMENTS

The site has chosen to receive payment by credit card via Stripe, Paypal or by bank transfer. Stripe is a secure payment system which encrypts all the information relative to the use of cards during online payment transactions via the site.

The online payment page requests users to enter their card number, its expiry date as well as the card's security code (3 digit number on the back of the card).

The site shall incur no liability for the consequences of the use of credit cards (fraudulent or other) which might be made by third parties, including via intercepted messages.

Once the order has been completed, users are redirected to Stripe's secure site in order to finalise payment of the full amount of the order. This system guarantees the confidentiality of the payment data (in particular credit card numbers) because the site is never aware of the user's credit card number, which is received by the financial institution in encrypted form. Once payment has been accepted and confirmed, Stripe checks and executes the payment.

If the users choose to pay by Paypal, they will be automatically redirected to the Paypal website and will have to log in to proceed to the payment.

Bank transfers can only be done by contacting our team at info@noseason.be. The users will then receive the information they need to proceed to the payment.

ARTICLE 5 – OWNERSHIP-RISKS

Ownership of products is transferred only after receipt of payment in full of the product price, irrespective of the delivery date.

In the case of items sold to a consumer (within the meaning of the Belgian law of 6 April 2010 on market practices and consumer protection), the risk is transferred at the time the product is delivered to the user.

In the case of sales to a business, the risk of loss is transferred to such clients as soon as the parcel is handed to the carrier.

The date indicated on the delivery document constitutes valid proof of the delivery date.

ARTICLE 6 – DISPATCH AND DELIVERY

The delay of the preparation of the order for items ordered on the site is approximately 1 to 2 working days with effect from the confirmation of the order. Noseason.be will send an e-mail to inform the user when the item has been produced and dispatched.

Deliveries are made everywhere around the world.

Products are delivered to the address indicated by the user at the time the order is placed.

Delivery is handled by Bpost for Belgium or by UPS.

Delivery rates are as follows:

- Belgium (2-3 working days): 8€
- France, Holland and Luxembourg (2-4 working days): 17€
- Other countries (5-8 working days): 40€ to 70 €

The delivery times are provided for information purposes only.

Products are delivered only during the 5 working days in the week (no deliveries will be made during the weekend). Users should note that orders registered on the site on Friday afternoon will not be processed until the following Monday.

Noseason.be shall incur no liability in the event of delays, loss of products ordered or strikes which are due to the postal services or carrier. In such cases, the user must take the appropriate action directly with the postal services or carrier.

In order to ensure that products arrive in perfect condition and are protected during transport, all products are carefully packed by noseason.be in accordance with applicable standards. Users must check the packaging and the products at the time of delivery.

Any problems concerning the items delivered (damaged, missing articles, broken or faulty items, etc.) must be communicated to noseason.be within 3 days (including public holidays) after delivery (as per postmark). This notification, stating all the user's reservations and claims relative to the nonconformity of the products delivered or defects, is to be sent by e-mail (info@noseason.be) and by registered letter with acknowledgement of receipt to:

NO SEASON Belgium
Avenue de mai 274
1200 Brussels
Belgium

No claims will be accepted after this period.

ARTICLE 7 – RETURNS

We're confident that you will be completely satisfied with your NØ SEASØN Belgium purchase.

If not, returns are accepted. If you find one of the items bought to be unsuitable, you have a period of 14 business days, starting from the day after delivery, to withdraw from the contract, without penalty and without stating reasons. The only cost that will be charged are the direct costs of returning the goods.

We will reimburse the purchase price including the shipping cost at the latest within 14 business days starting from receipt of the returned parcel on the same card used for payment.

All sales articles or with a promotion code are final sale. If an article is faulty please contact us at: info@noseason.be

Only defects linked to the production are motives for contestation. The costs are at the buyer's expense.

The item must be returned in its original condition to the Seller's registered office at Avenue de mai 274, 1200 Bruxelles, Belgique.

ARTICLE 8 – LIABILITY

Noseason.be shall incur no liability for any delay or failure to fulfill the order due to a technical problem or any other cause outside its control. In such cases, the site shall be entitled to delay dispatch and delivery or cancel the order.

Noseason.be shall in no event incur any liability for any inconvenience or damage inherent in the use of the Internet, in particular connection interruptions, outside interference or the presence of computer viruses, or any other events of force majeure.

Noseason.be does not guarantee the accuracy of the information posted on this site and shall incur no liability for any damage incurred as result of any inaccuracy, including direct and consequential damages, or the loss of enjoyment resulting from the use of the site.

Noseason.be reserves the right to make changes to its site and its content at any time, including to its rates, descriptions and stock, without notifying users, whether or not they are registered with the site. The photographs and illustration of products on the site noseason.be shall have no contractual value and noseason.be shall in no event incur any liability in this regard.

Noseason.be reserves the right to withdraw or change certain services or features of the site without notice. Noseason.be reserves the right, at any time and for any reason, to change or interrupt, temporarily or definitively, in full or partially, access to the site, without informing users. Noseason.be shall incur no liability for any direct or consequential damages in connection with any change, suspension or interruption of access to the site. In addition, noseason.be may restrict access to certain parts or to its entire site.

The noseason.be site may contain hypertext links directing users to other sites. Noseason.be shall in no event incur any liability for the content of such web sites should they infringe legal and regulatory provisions in force, or for the consequences of the use of these sites by users.

Noseason.be shall incur no liability for fraud or negligence committed by its employees, subcontractors and implementing agencies.

ARTICLE 9 – INTELLECTUAL PROPERTY

All the creations of products, text, comments, illustrations and images reproduced on noseason.be are the latter's exclusive property and are protected by intellectual and/or industrial property rights throughout the world.

Users may only store, print or display the content provided for their personal use. Users are not authorized to publish, handle, distribute or reproduce, in any format, all or part of this site's content. They may in no circumstances alter, translate, reverse engineer, decompile or disassemble or create derivative works based on the support software or documentation provided by noseason.be

"No Season Belgium" is a registered trademark, which is owned exclusively by the company NO SEASON. Users are not authorized to use this trademark in any way and they agree not to use this trademark or similar trademarks without the prior, written consent of noseason.be.

Any hypertext link from this web site, whether using the framing or in-line linking technique, is formally prohibited without the prior, written consent of noseason.be.

ARTICLE 10 – CONFIDENTIALITY POLICY

In accordance with the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, Noseason.be undertakes to protect the privacy of its users.

Collection and use of data

Noseason.be reserves the right to collect user data, in particular when a user places an order on the site. All the personal data collected are intended exclusively for Noseason.be s internal use.

The user information and data requested by noseason.be are necessary for registering and following-up orders, and to ensure that noseason.be's business is managed efficiently. They also enable noseason.be to provide its users with customized services and improve the relevance of the information provided to clients. In using this site, users agree that their personal data may be

processed on the basis described below and warrant that all the data provided by them are correct. The following data are collected on the site: surname, first name, date of birth, e-mail address, address, country, telephone number, credit card number and expiry date. Users are informed that these data are processed automatically.

Right of access and correction:

In accordance with the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, users have the right to access their personal data and correct, change and delete data at any time, by sending an email to info@noseason.be.

Noseason.be reserves the right to make changes to its confidentiality policy at any time, for any reason.

ARTICLE 11 – INVALIDITY

If any part of these General Terms of Sale is deemed to be invalid, this shall not affect the other terms and conditions which shall remain in full force.

Where these General Terms of Sale are silent on any matter, it shall be deemed to be governed by the practices of distance selling companies that are headquartered in Belgium.

ARTICLE 12 – DURATION

These terms and conditions shall apply throughout the period during which noseason.be offers its services online.

ARTICLE 13 – PROOF

The computerized records stored in the computer systems of noseason.be and its partners under reasonable security conditions, shall be considered as proof of communications, orders and payments between the parties.

ARTICLE 14 – GOVERNING LAW AND JURISDICTION

These General Terms of Sale shall be governed by Belgian law. In the event of any disputes, the applicable law shall be Belgian law and the courts of the judicial district of Brussels shall have exclusive jurisdiction.

Contact:

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1200 Brussels - Belgium
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