

TERMS AND CONDITIONS

1. Agreement between customer and Safari Supplies – Frank De Smedt bvba

1.1. The following terms and conditions apply to all orders placed by the customer ("you") with Frank De Smedt bvba ("Safari Supplies" or "we") at <https://www.safarisupplies.eu/> (the "Site").

1.2. By using this Site and/or placing an order you agree to be bound by the terms and conditions set out herein (the "Agreement").

1.3. Please make sure you have read and understood the terms and conditions of the Agreement before placing your order.

1.4. Please mark the "I have read and agree to the terms and conditions" on the checkout page. If you refuse to accept these terms and conditions, you will not be able to order any items from the Site.

1.5. We reserve the right to amend and modify this Agreement or other terms, conditions, and notices from time to time without prior notice to you. The version of the Agreement that will apply to your order will be the version on the Site at the time you place your order.

1.6. These terms and conditions are only available in the English language.

2. Prices, delivery charges and availability

2.1. The prices displayed on the Site include the statutory 21% Belgian Value Added Tax but do not include a delivery charge.

2.2. The delivery charge for each order is based on the weight of the item, regardless of the size of your order. Free delivery is only applicable on order above 200€.

2.3. All prices and availability of items are subject to change without notice. We make every effort to provide you the most accurate, up-to-the-minute information on pricing and availability. However, some of the items on our Site are subject to fluctuating currency exchange rates with implications on the end-user prices. .

2.4. In the event an item is listed at an incorrect price (for instance due to typographical error), we have the right to refuse or cancel any orders placed for the item listed at the incorrect price whether or not the order has been confirmed and your credit or debit card has been charged. If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item. If an item's correct price is higher than our stated price, we will cancel your order and notify you of the price error and order cancellation.

2.5. If we do not believe that we will be able to fill your order at any time, we will notify you

of the same by e-mail and we will cancel your order for that item.

2.6. If any item in your order is out of stock and we will be unable to ship it to you within 30 days of the date of your order, we will notify you of the delay, and you will have the opportunity to cancel the order and receive a refund without undue delay if you wish by following the directions specified in the notice. If you do not cancel the order and the item remains out of stock for a period of 60 days from the date of your order, we will, at the end of the 60 day period, cancel the order for the item and you will receive a refund.

3. Ordering/conclusion of contract

3.1. The ordering options available to you are via our website.

3.2. Only persons over eighteen years of age with a residential address can place an order.

3.3. Once you have placed your order, if you have supplied us with your e-mail address, you will receive an e-mail confirmation. If for any reason we are unable to fulfil your order, we will let you know at the earliest opportunity. If payment for an order is processed and if we have already accepted payment for the order, this will be refunded to your account or the card with which you made payment.

4. Delivery

4.1. Safari Supplies exercises the outmost diligence in accepting and processing orders and will endeavour to deliver your order to any residential address.

4.2. Safari Supplies endeavours to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 3-7 working days following confirmation of an order. This however depending on stock and/or manufacturing time.

4.3. Once you have placed your order, you will be notified of the expected delivery details a tracking code will be sent.

4.4. Any items delivered to you will remain the property of Safari Supplies until payment is made in full. However, the responsibility of keeping the items in a reasonable condition will be passed on to you upon delivery to you or a third party indicated by you.

5. Right of withdrawal

5.1. You may withdraw your order within 14 days (beginning the day after delivery of your order), without giving any reason, and receive a full refund, excluding delivery costs.

5.2. If you wish to withdraw your order please provide us with notice in writing by e-mail [info@safarisupplies.eu] within the 14 days withdrawal period. Please then return the items (including the return note) in the same condition they were in upon your receipt no later than 14 days from the date on which you sent us the notice of the withdrawal. You will only be liable for any diminished value of the items resulting from the handling of the items other

than what is necessary to establish the nature, characteristics and functioning of the items. In particular, this means the items must not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any original packaging, labels or tags are still intact. Nothing herein is intended to affect your statutory rights. Freight collect shipments will not be accepted and goods will be returned to sender.

5.3. We will make a refund to your account or credit the refund to the credit or debit card used by you to make the purchase within 14 days from the date on which you sent us the notice of withdrawal. We are entitled to withhold the reimbursement until we have received the items back or you have supplied evidence of having sent back the items, whichever is the earliest.

5.4. Exception! All orders for custom build products like: bags and duffels with personalised initials, Courteney boots in Crocodile, Hippo or Elephant leather, Hunting gear in specially ordered calibers or with initials stamped in the leather are binding and give no right for withdrawal.

6. Returns

6.1. In addition to the right of withdrawal under section 5, we accept returns in accordance with the following provided that all items are returned in the same condition they were in upon your receipt. In particular, this means the items must not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any original packaging, labels or tags are still intact.

Defective items, damage in transport and incorrect items: If you have a complaint regarding obvious material or manufacturing faults in any items, including damage incurred in transit or the incorrect items was shipped to you, you will be refunded in full, including a refund for the delivery charge and the cost incurred by you for returning the defective items to us. To obtain this refund, you must ship the items to us within 28 days of the date upon which we provide the items to the carrier for shipment to you and follow the return procedure specified below. Freight collect shipments will not be accepted and goods will be returned to sender

Other returns: For all returns other than defective items, damage in transport and incorrectly shipped items, you will be refunded in full, excluding a refund of the delivery charge and you will be responsible for the cost of returning the items to us. To obtain this refund, you must ship the items to us within 28 days of the date upon which we provide the items to the carrier for shipment to you and follow the return procedure specified below. Freight collect shipments will not be accepted and goods will be returned to sender.

6.2. To take advantage of our returns guarantee, please provide us with notice in writing by e-mail [info@safarisupplies.eu] and return the items to us in the same condition they were upon your receipt, all within the 28 day return period. The Safari Supplies Webshop Customer Service will inform you of the return procedure and provide the return address label by e-mail.

6.3. A full refund will be provided within 30 days of us receiving your returned item, excluding the delivery cost and the return cost described above. We will make a refund to your account or credit the refund to the credit or debit card used by you to make the purchase.

7. Payment methods

7.1. You must pay for your item before delivery. You can do your payment using Paypal directly in the payment module of the Webshop this system enables payments with credit cards without a Paypal account as well, or using a Bank transfer (EU only) after reception of your invoice. Cash payments are possible only when you pick up the goods. As we don't have a shop with opening times please make an appointment.

8. Liability

8.1. Nothing in this Agreement shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

8.2. We are not responsible for any indirect losses or damages which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under this Agreement where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity.

8.3. Our maximum liability to you, for any loss or damage arising in connection with your order on Site shall be limited to the total price of your order.

9. Privacy Policy

This Privacy Policy applies to personal data collected by us in connection with you ordering an item from the Site.

In providing your personal data, you consent to us collecting, using and disclosing your personal data in accordance with this Privacy Policy.

We need your personal data to process your orders, contact you in the event of any problems with the delivery of your items, answer your queries, inform you of new or changed items, carry out credit checks, verify and carry out financial transactions in relation to payments you make online, analyse your personal data to provide you with relevant marketing offers and information and to validate that you are of legal age to place an order for items on this Site.

We may also send you information about us, the Site, our items, sales promotions and our newsletters. If you would prefer not to receive any of this information please inform us by sending an e-mail to [info@safarisupplies.eu].

We will only keep your personal data for as long as necessary to fulfill our undertaking or for as long as we are required by law. After this your personal data will be deleted. We cannot remove your data when there is a legal filing requirement or when there are other legal grounds to keep the data.

You have the right to request information about the personal data we hold on you. If your data

is incorrect, incomplete or irrelevant, you can ask to have the information corrected or removed. Annually, you have the right to request written documentation on the personal data we have about you in our files. To request this document please send an e-mail to [\[info@safarisupplies.eu\]](mailto:info@safarisupplies.eu). You can withdraw your consent to us using the personal data for marketing purposes at any time by sending an e-mail to [\[info@safarisupplies.eu\]](mailto:info@safarisupplies.eu).

We shall not sell or disclose your personal data to third parties without obtaining your prior consent unless this is necessary for the purposes set out in this Privacy Policy or unless we are required to do so by law.

10. Colours

We cannot guarantee that the colours displayed exactly reproduce the colours of the actual item. The colours reproduced depend on the settings.

11. Guarantee

Safari Supplies abides by all statutory guarantee regulations. Products like Swarovski, Courteney, Els & Co and Nanuk are covered by a manufacturer's guarantee. If you have a complaint regarding obvious material or manufacturing faults in items that we have supplied, including damage incurred in transit, please see section 6.1 above regarding defective items, damage in transport and incorrect items.

12. Personal and non-commercial use limitation, end users only

Unless otherwise specified, the items are for your personal and non-commercial use. You may not commercially distribute or sell any items obtained from this Site. You must be an end user to purchase products from this Site. Resellers are not eligible to purchase.

13. Assignment

Safari Supplies reserves the right to assign its rights and obligations under this Agreement to any party at any time without notice to you.

14. Severability and waiver

14.1. If any of these terms and conditions or any provisions of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14.2. If we fail, at any time, to insist upon strict performance of any of your obligations under this Agreement or any of these terms and conditions, or if we fail to exercise any of the rights

or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.3. A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.4. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with section 15 below.

15. Electronic communications

When you visit this Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

16. Ownership of rights

All rights, including copyrights, at the network of web sites operated by Frank De Smedt bvba or its affiliates or subsidiaries (collectively, the "Frank De Smedt bvba Web Sites") remain with Frank De Smedt bvba and its affiliates and subsidiaries. Any use of the Frank De Smedt bvba Web Sites, including but not limited to this Site, or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Frank De Smedt bvba.

17. Company Information

This Site is operated by Frank De Smedt bvba, with registered office at Wolfrot 20b ,1730 Asse, Belgium and with VAT number BE0672.813.477 registered in Brussels.
www.safarisupplies.eu

Contact information: info@safarisupplies.eu

18. Applicable law and disputes

18.1. By visiting this Site, you agree that the laws of Belgium, without regard to principles of conflict of laws, will govern this Site and this Agreement and any dispute of any sort that might arise between you and us.

18.2. Any dispute relating in any way to your visit to this Site or to items sold or distributed by us through the Site shall be finally settled by the general courts in Belgium. Alternatives for disputes can be found <http://ec.europa.eu/odr/>