

Kiwi.G Dog World

GENERAL TERMS OF ONLINE SALE

Article 1 - Field of application

The present general terms of online sale are applicable to all the contracts signed between the company Kiwi.G Dog World identified by www.kiwigdogworld.com domain name (hereafter called the "Site") and the thirds within the framework of its site of sale by Internet.

Any sale of items via the Site is subjected to the present general terms of sale, which the customer accepts. Those are likely to be subjected to modifications and updates, the conditions applicable to the ordering of an item by a customer are those in force at the day of the order.

Article 2 - Identification of the author of the offer

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Article 3 - Order by Internet on the Site

The order taking on the Site is subjected to the strict respect of the procedures described below also concretized by a succession of various screens on which are indicated the successive phases that the customer must imperatively respect to validate his order.

3.1 First stage: selection of the items by the customer

On the Site, the customer selects, seizes and validates the identification and the quantity of the items he wishes to order (for which the availability is to be confirmed if necessary by Kiwi.G Dog World); these items are added to its basket.

3.2 Second phase: checking of the selected items

The customer can freely online modify his "Basket" composed of the selected items, delete an item initially selected, modify the ordered quantities or add an item by clicking on the corresponding elements put at his disposal within the "Basket".

Within the "Basket", the price of the items, as defined in article 5 hereafter, is displayed automatically.

3.3 Third stage: confirmation of the selected items and validation of the order

Once the customer has finished his selection and wishes to validate the composition of his "Basket", he must be then identified:

- if he has a clients' account at Kiwi.G Dog World, by his email address (identifier) and his password;
- if he does not have a clients' account at Kiwi.G Dog World, by his name, his address of residence to which the order will be invoiced to him.

The customer must also validate:

- the address of delivery of the order, being specified that the aforementioned address can correspond instead of residence place to a profit third chosen by the customer or, failing this, with the address of the company within which the profit third has its professional activity.
- the shipping mode; the value of the shipping costs for the order being specified on this occasion.
- and finally selected method of payment (either the Purchaser is invited to seize the number of its credit card and its end date in the fields dedicated for this purpose, or the Purchaser chooses to pay via credit transfer).

Once the selection of the method of payment performed, the customer continues his order.

After communication of his banking card number, in the respect of the conditions of article 6 hereafter, the customer then clicks on the button TO VALIDATE for debiting from his bank account. The authorization of debiting from his bank account emitted by the bank of the customer is displayed. It is recommended to the customer to record and/or print on paper the aforementioned authorization of debiting.

When authorization of debiting from the bank account of the customer by his bank is received, his "Basket" is directly transmitted to the service of preparation of orders, the customer then can see his order number.

This order engages the customer as soon as Kiwi.G Dog World receive the "Basket" duly filled and validated by display on screen of the order recording page.

3.4 Fourth stage: acknowledge reception of order by Kiwi.G Dog World

Kiwi.G Dog World acknowledges reception of the order in form of email sent to the email address communicated by the customer. In accordance with the provisions of article 1369-2 of the Civil code, the customer formally accepts the use of the email for confirmation by Kiwi.G Dog World of his order contents.

This email of confirmation specifies the whole information communicated by the customer with indication, if necessary, of the difficulties or possible reserves raised by the order (availability of the ordered items, delivery periods or selected method of payment). It mentions the order number allocated to the customer by Kiwi.G Dog World.

Article 4 - Proof of the order

In a general way, it is agreed by express convention between Kiwi.G Dog World and the customer that the emails will make faith between the parts just as the systems of automatic recording used on the Site, in particular for the nature and the date of the order.

It is recommended, for the orders placed on the Site, that the customer preserves copy (under electronic format and/or on paper) of the elements relative to his order (for example, email addressed by Kiwi.G Dog World)

Article 5 - Price of the items

5.1 - The prices displayed on the Site are indicated in Euros and mean all tax inclusive (including all taxes 21%), except shipping costs.

The prices charged are those in force at the date of the order.

The shipping costs related to the delivery of the items will be posted automatically on the Site at the time of the order procedure and will be communicated again to the customer at the time of the confirmation of his order by email.

The offers and prices are valid the day of consultation of the Site; they can be modified constantly, given that these modifications will not have any influence on the obligations of the parts relating to the orders confirmed beforehand by Kiwi.G Dog World.

5.2 - For all the products dispatched out of the European Union, the price will be calculated net of tax automatically on the invoice. Customs duties, other local taxes, right of importation or taxes of state are likely to be chargeable. These rights and sums are not within Kiwi.G Dog World's province, they will be on charge of the customer and raise of his whole responsibility as well in terms of declarations as for payment to the qualified authorities and organisms of his country. We advise customers to get information about these aspects near their local authorities.

Article 6 - Payment

The payment of the customer purchases is carried out;

a) directly online on the Site:

- by credit card: VISA/Mastercard (highly protected environment - Ogone)
- by Paypal

b) by traditional transfer on our account:

- for Belgium: CBC account 732-0119382-26
- for the rest of the world: IBAN: BE59732011938226 / BIC: CREGBEBB

In this case, the products are reserved for submission to the customer during 5 days, while waiting for the payment. Once this time passed, Kiwi.G Dog World can decide to cancel the order.

Within this framework, the customer commits himself carrying out the payment via a bank card of which he's personally titular and bearing mention of his identity (name and first name).

For the online payment on the Site: the customer reaches a protected server certified by an Authority of Certification (Ogone). The customer must provide his banking card number and/or his banking coordinates by filling on line the payment form. The transaction is then carried out by the customer according to the banking security standards.

By communicating his banking card number and/or his banking coordinates, the customer accepts by advance and without condition that Kiwi.G Dog World proceeds to the protected transaction. The customer thus authorizes by advance his bank to debit his account based on the recordings or the statements transmitted by Kiwi.G Dog World, even in the absence of invoices hand signed by the holder of the card. The authorization to debit the account of the customer is always given for the value of item(s) bought such that invoiced by Kiwi.G Dog World.

On the assumption that, for whatever reason (opposition, refusal of the issuing centre, ...), debiting of the sums which are due by the customer would prove to be impossible, the order will not be recorded by Kiwi.G Dog World.

Kiwi.G Dog World remains owner of the sold products until the complete payment of the price.

Article 7 - Shipping

The shipping costs are under the responsibility of the purchaser and are communicated to him, online, at the

time of order (including all taxes 21%). These expenses are variable according to the quantity and the weight of the ordered items. The shipping of the items will intervene, after the payment of the value of the order will have been recorded.

The shipping of the items will only be possible:

- or at the place of residence of the customer;
- or at the delivery address indicated by the customer during the ordering, being reminded that the aforementioned address must correspond to the place of residence of a profit third chosen by the customer or failing this, at the address of the company within he is employed.
- given that it will be able, in any event, being carried out neither to hotels nor P.O. boxes.

In this respect, the customer commits himself having communicated, during the validation of his order, the exact address of his residence place.

Article 8 - Delivery delay

Kiwi.G Dog World will take care that the order is dealt as soon as possible. Delivery delays mentioned in the process of order are mean times of treatment and delivery, and are mentioned for indication only. Kiwi.G Dog World could not be held responsible for the possible delays in the treatment of the orders or their delivery.

Article 9 - Damage and losses

In accordance with Belgian law dated July 14th, 1991 relating to business practices and consumer protection, the risks of damage or losses are assumed by the vendor.

Thus, if the received item does not correspond to the item which the purchaser would have ordered or if it is damaged, it is possible for the purchaser to return it to Kiwi.G Dog World, within 7 days after reception. Kiwi.G Dog World will exchange the product (depending on stocks availability) or will refund the value of the order except shipping costs within 30 days after reception of the returned item.

Kiwi.G Dog World reserves however the right to refuse to refund the returned item when this was damaged by the purchaser.

In a general way, an order will be considered as delivered, in the 5 working days following the handing-over of the items to the conveyer in charge of the delivery.

If, however, one or more ordered item(s) does not arrive to the purchaser within 30 days after confirmation of order, at the delivery address communicated, it would be up to the purchaser to connect itself, within a reasonable delay, with Kiwi.G Dog World to check the status of its order.

If it's proved that the parcel would have been mislaid during the process of delivery, Kiwi.G Dog World would proceed to a new sending or would refund the value of the order including the exposed shipping costs.

Article 10 - Right of renunciation

In accordance with Belgian law dated July 14th, 1991 relating to business practices and consumer data protection, the Purchaser who acts as a consumer (such as defined by article 3) has a 7 working days deadline, as from the day after the delivery of the order, to notify Kiwi.G Dog World that he would like to cancel his purchase. This right of renunciation does not belong to the professional Purchaser. This notification of the renunciation can be performed by e-mail to info@kiwigdogworld.com.

The right of renunciation of the Purchaser is subordinated to the return sending of the whole parcel within deadline of 3 working days as from sending of the e-mail of renunciation.

The items must be returned as new, in their original packaging and in perfect condition, obligatorily accompanied by the delivery note.

Kiwi.G Dog World refunds, on receipt of returned item(s), the value of the order (minus delivery costs), provided the item(s) are in perfect condition.

The shipping costs for returning the item(s) are to the responsibility of the Purchaser who must pay them.

Article 11 - Intellectual property law

It is granted to the customer a license of use of the Site which remains the exclusive property of Kiwi.G Dog World, which created and put on line the Web pages, the images and scripts sources, source data composing it. The customer consequently agreed to not diffuse or reproduce the Site, in all or partly, in whatever form.

The items of Kiwi.G Dog World, the various trademarks sold by Kiwi.G Dog World, illustrations, images, drawings and models and logotypes being reproduced on the items of Kiwi.G Dog World sold online, their accessories or their packing, which are deposited or not, are and will remain the exclusive property of Kiwi.G Dog World. Any total or partial reproduction, downloading, modification or use of these trademarks, illustrations, images and logotypes, drawings and models for whatever reason and on whatever support is strictly prohibited. It is the same of any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo.

In the same way, are strictly prohibited:

- creation of hypertext links towards any of the pages or any of the elements composing the Site;
- any use not in conformity with the present license of use of the Site, and in particular, use of any of elements composing it (items presented, descriptions, price, data, software, graphics, images, texts, photographs, tools...) for sale or any other directly or indirectly commercial use.

Article 12 - Disclaimer - Limitation of responsibility

Kiwi.G Dog World could not be held responsible for whatever damage rising from the use of its Internet site, including but in a non exhaustive way, the direct and indirect damages.

Kiwi.G Dog World does not assume in particular any responsibility concerning the contents of the sites with which it establishes a hypertext link, in particular with regard to the protection of privacy.

Kiwi.G Dog World could not be held responsible for non-performance of the contract concluded in the event of stock shortage or unavailability of the product, major force, disturbance or all-out strike or partial in particular of the postal services and means of transport and/or communications, flood, fire.

Kiwi.G Dog World does not incur any responsibility for the consequential damages because of the present ones, trading loss, loss of profit, loss of chance, damage or expenses.

Article 13 - Filing

The contracts concluded are filed by Kiwi.G Dog World but are not accessible to the thirds including the Purchasers.

Article 14 - Privacy

Kiwi.G Dog World undertakes to uphold the law of December 8th, 1992 relating to protection of the customer's privacy with regard to personal data processing.

The personal data obtained via the Site are recorded in the files of Kiwi.G Dog World and will be used exclusively within the framework of after sale service management and for sending of information. The Purchaser can consult and correct his data, like refusing the use of his data for sending of information.

Article 15 - Major force

The execution by Kiwi.G Dog World of whole or part of its obligations will be suspended in the event of occurrence of a fortuitous event or a major force which would lead to obstructing or delaying of their execution.

Are considered as such, in particular, without this list being restrictive, the war, the riots, the insurrection, the social disturbances, the telephone, electronic data-processing breakdowns or serious assignment of the safety and the coherence of Internet network, the strikes of all natures and the problems of provisioning of Kiwi.G Dog World. Kiwi.G Dog World will inform the customer of a similar fortuitous event or major force in the seven days of its occurrence. If this suspension of the execution of the obligations of Kiwi.G Dog World continues beyond a fifteen days deadline, the customer will then have the possibility of cancelling the pending order, and it will then be carried out to its refunding by Kiwi.G Dog World as soon as possible by credit on the bank account of the customer.

Article 16 - Non renunciation

The fact that Kiwi.G Dog World abstains from requiring at a given time the execution of any of the provisions of these general terms of sale cannot be interpreted like being worth renunciation to call upon later on the aforementioned total or partial inexecution.

Article 17 - Validity of the general terms of sale

If any of the provisions of these general terms of sale is declared null in whole or part, the other provisions and the other rights and obligations born of these general terms of sale will remain unchanged and remain applicable.

Article 18 - Litigations

Any disagreement relating to the use of the Site and the application or the interpretation of these General terms of Sale will be exclusively governed by the Belgian right. The courts of Nivelles (Belgium) will be only qualified in the event of litigation.