

TERMS AND CONDITIONS

1. Object

The following terms of sales are ruling all the relationships between the Company FIVE YARDS, which business center is located Avenue Helleveld, 55 1180 Brussels – Belgium, inscribed at the Carrefour Bank under the society number 0835.504.154, hereafter to be named 'Five Yards', and the customers of the website www.five-yards.com.

Email of the customer service: www.five-yards.com

Before any transaction, the customer acknowledges to have read those general terms of sale and accepts them whenever the buttons «validate order» is pressed. This validation is equivalent to a signature and acceptance of every operations that are made on the website.

Those general terms of use will prevail on every other term of sales.

'Five Yards' has the right to modify his terms of sales at every time. In that case, the applicable conditions are those who were valid at the time of the order by the customer.

This version is valid from 01/11/2011.

A printed version of these terms and every mention of a warning by e-mail will be accepted in every judicial or administrative procedure in relation with this acceptance.

The fact that 'Five Yards' does not expressly mention, at a given time, one of the term of these general terms of sale, cannot be interpreted as a renouncement to use them later.

2. Product descriptions

The products of the brand are those published on the website www.five-yards.com.

«Five Yards» is not responsible for any visual alteration caused by the computer equipment used by the customer to access the website www.five-yards.com. Accordingly, the customer gives up his right to return in the case that the product is not the same as the picture, as saw online but is the same as the specific information's displayed by «Five Yards» on his website.

3. Price indication

The prices mentioned on the catalogues are all taxes included but except delivery costs.

The delivery costs are mentioned when the customer makes a choice of a delivery mode and they are repeated when the customer validates his order, on an order overview. They are to be paid at the same time as the products.

«Five Yards» can change the prices at every moment, but the price on the catalogue at the moment when the order is placed is the price to be paid by the customer.

When using the website, using cookies can be necessary. The customer acknowledges that the

prices seen online are the result of the use of these cookies and that they are correct. Accordingly, «Five Yards» cannot be responsible if there is a price variation between the price he first saw online and the price on the order overview before the order is validated.

«Five Yards» certifies that the prices given on the order overview are all taxes, costs included, that they are correct and that they will be the only amount to be paid by the customer.

4. Ordering Process

They are five steps in the ordering process.

Step one: the customer chooses the model and colors of the product.

Step two: The customer chooses his size.

The product can be add to the basket. At every moment, the customer can click on his basket to modify the content of it.

Step three: the customer can see an order overview. This overview presents: the chosen products, the quantity of them, the delivery costs and the taxes.

By clicking on the button «validate» on the overview, the customer finalizes his order.

Step four: the customer has to choose a way to pay his order. For the way of payment, see below.

Step five: the customer gets a new overview with the chosen way of payment. This final overview is send to the customer by email.

The order will only be confirmed and the obligations between the company and the customer are valid only after the amount is received by the company.

5. Retraction / Return Policy

Retraction

When you purchase a product on the website www.five-yards.com you have seven working days from the day the order is received to return a product you don't like. Within this time you can return the product with your invoice. The return costs have to be paid by the customer.

Return

Only new products in the original packing can be returned. If the products are damaged, dirty or washed, they will not be accepted. We advise to send the products by registered mail or to contact insurance with the transport company. This can be of use if the product is stolen or lost. The return address is: Avenue Hellevelt, 55 - 1180 Brussels - Belgium.

You have one month from the day of reception to return a defect product or a wrong order. We engage ourselves to exchange the defect product and to send a new one (within the limits of available stocks) or to refund your money. The return costs and new delivery costs will be paid by «Five Yards».

In case of refund, it will be done within 30 days from the day that «Five Yards» has received the product.

If you wish to change the size, color, or model, you have a month from the day you received your

order to modify your order. We engage ourselves to exchange the products within the limits of available stocks. Accordingly, the return costs and the costs for the new delivery have to be paid by you.

6. Payment

To deal the order as soon as possible and offer the best service, «Five Yards» invites his customers to pay when ordering.

The payments will be done by credit card (Visa, Mastercard, American Express); this will be done using PAYPAL so that the information's given will be crypt by a software and that no one else can read them during the payment.

The account of the customer will only be debited when the products are available and send. «Five Yards» has the right to refuse an order if a fraud is confirmed or if the payment procedure is interrupted by the provider or the customer, from a direct or indirect action.

«Five Yards» has also the right to refuse an order from a customer with whom he has litigation, whatever that litigation that may be.

«Five Yards» stays the owner of the products, even if delivered, until they are fully paid.

«Five Yards» is not responsible for the choices and/or techniques of the provider. The customer accepts them. If litigation about payment occurs, only the provider can be held for responsible.

The customer is invited to read the conditions about the payment solutions from the provider and their way of use (www.paypal.com). Those conditions and ways of use are available by the provider. By using the services of this provider to pay his order, the customer acknowledges the conditions of use of the provider.

7. Availability of the products

The availability of the products depends on available stocks.

Accordingly, «Five Yards» has the right to cancel one order or more if the chosen products are not available during the process of ordering.

«Five Yards» has also the right to reset automatically the content of the basket of a customer if there is no computer activity related to the basket during ten minutes.

If a product is exceptionally unavailable, «Five Yards» will inform you by email as soon as possible and you will then be able to modify or cancel your order.

If the order has to be canceled, «Five Yards» will refund the customer as soon as possible. The refund will be made through the payment provider and under the condition of the provider.

The customer agrees that «Five Yards» will not be held responsible for the consequences of an order cancellation or the reset of a basket.

8. Delivery

Delivery

«Five Yards» delivers order in the following countries: Belgium, Luxemburg, The Netherlands, Germany, France and the United Kingdom.

«Five Yards» can modify this list at any time. If the list is modified, this will be mentioned in the updated version of the general terms of sales. The customer acknowledges being aware of the modification of the list when he made an order after the list has been modified.

The deliveries are made at the address mentioned on the order; which can only be situated in one of the countries mentioned.

The delivery of the products ordered by the customer will be mad by the delivery company chosen by «Five Yards». «Five Yards» has the right to change the company at any moment. If a modification occurs, this will be mentioned in an updated version of the general terms of sales. The customer acknowledges being aware of the modification of the delivery company when he made an order after the choice of the company has been modified.

The delivery costs depend on the rates of the delivery company.

Mode of delivery

«Five Yards» cannot be held responsible for the rates and/or logistics choices of the delivery company. Those delivery conditions can be asked at the delivery company. By accepting a delivery by this company, the customer acknowledges to accept the conditions of the delivery company.

The products ordered on the website www.five-yards.com can be delivered in all the countries on the above list. The order will be delivered at the address that the customer mentioned on the order form.

«Five Yards» has choosen BPOST as delivery company. This company allows the customer to receive his package within 48 hours (only for deliveries in Belgium) by making use of the Poste and the Taxipost service. You order will be processed within seven days and be send by the Taxipost company.

«Five Yards» does everything to assure a delivery within the delivery times mentioned on the website www.five-yards.com. But we cannot be held responsible for the consequences due to a delivery delay or the lost of the package caused by a third or by your doing or because of an unpredictable and insurmountable cause.

In case a package is not received, an investigation will be made at the delivery company. This can take a while (21 days at Bpost, for example). During this period, no refund will take place and no new package will be send.

After receiving you order, «Five Yards» recommends to verify if all products are conform with your order, and to mention, if needed, any problems on the delivery form and to sign it.

If the package comes in a poor condition or crushed. This disagreement is not the responsibility of «Five Yards» and only the delivery company BPOST can be held responsible. If the package is damaged, «Five Yards» asks the customer to refuse the package and to mention the reason of the refusal (delivery in poor condition). The package will then be returned to «Five Yards» without any additional costs. «Five Yards» will send a new order as soon as possible. If the customer accepts the package, he must pay the return costs.

The delivery cannot take place in case of a force majeure event such as defined by the Belgian law and in case of a strike.

9. Warrant

All the products sold by «Five Yards» are under the legal warranty as mentioned on the articles 1641 and following in the Belgian civil Code.

Accordingly to point 5, if a sold product is not conform, he can be returned to «Five Yards». «Five Yards» will then take it back, exchange it or refund it.

All reclamations, exchange requests or refund request must be made by mail, to the following address:

avenue Hellevelt, 55
1180 Brussels
Belgium

10. Responsibility

«Five Yards», during the process of online shopping cannot be held responsible for damage due to the use of the internet such as the lost of data, intrusion, virus, service breakdown, or other problems.

«Five Yards» engage themselves to take every reasonable measure to make sure that the information's on the website are complete and accurate.

«Five Yards» guarantees that the whole content of the website does not have any dangerous element.

«Five Yards» cannot be held responsible for the damages due to hacking into his computers and / or fraudulent use of his media equipment. He declines the responsibility in case of theft of the data due to hacking to his computers. «Five Yards» does his best to prevent such unauthorized intrusions.

«Five Yards» is not responsible for any visual alteration caused by the computer equipment used by the customer to access the website www.five-yards.com. Accordingly, the customer gives up his right to return in the case that the product is not the same as the picture, as saw online but is the same as the specific information's displayed by «Five Yards» on his website.

«Five Yards» cannot be responsible for the failure to honor the contract if the product is not available, force majeure, partial or total strike of the post services and transport and/or communication, flood, fire.

11. Intellectual property

Every elements of the «Five Yards» website are and stay the full property of «Five Yards». According to the laws on author rights and alike, the protection of computer programs, and data bases, nobody is authorized to reproduce, utilize, diffuse or use for whatever reason, even partially, elements of the website whether they are software's, visual or sounds.

Every link, simple or hypertext is strictly forbidden without the written authorization of «Five Yards».

12. Non commercial use

The use of the website and the services associated to it are restricted to a personal and non-commercial use.

It is forbidden, without the authorization of «Five Yards», to use the website or his content to make publicity on another website and / or to profit uses in any form whatsoever.

13. Privacy protection

«Five Yards» engage themselves to use the personal information's of their customers related to visiting their website for internal administrative use only.

The data retained by «Five Yards» can be asked and corrected at any time by the customer.

14. Archives - Proof

«Five Yards» will archive the order forms and invoices on a trustable and durable support which constitutes a trustable copy according to the dispositions of the article 1348 of the civil code.

The computerized registers of «Five Yards» will be considered by both parts as proof of communication, orders, payments and transactions which have found place between both parts.

15. General dispositions

The non-validity of a disposition does not affect the validity of the other dispositions of the present general terms of sales.

In case of contestation due to interpretation or in case of contradiction between the translated versions of the present terms of sales, the French text prevails.

16. Settlement of litigation

The present conditions are submitted to the Belgian law.

In case of litigation, only the courts of the judiciary district of Brussels will be competent, whatever the delivery places and accepted payment methods.