# **TERMS & CONDITIONS**

# **ARTICLE 1 - DEFINITIONS**

THE SUPPLIER: SSPCS GROUP BV WITH COMPANY NUMBER VAT 0672.916.318 AND REGISTERED OFFICE IN BELGIUM, 2000 ANTWERP, RIJNKAAI 100, BUS 10. THE SITE: THE ADDRESS SUSPICIOUSANTWERP.COM THE TERMS AND CONDITIONS: THIS AGREEMENT THE ORDER: AN ORDER PLACED BY A PERSON ON THE SITE THE LOCATION: THE LOCATION OF THE TERMS AND CONDITIONS ON THE SITE, MORE SPECIFIC: HTTPS://WWW.SUSPICIOUSANTWERP.COM/PAGES/TERMS-AND-CONDITIONS THE PRODUCTS: THE GOODS THAT ARE FOR SALE ON THE SITE THE CLIENT: THE PERSON WHO ORDERS THE CUSTOMER SERVICE: THIS SERVICE IS ACCESSIBLE VIA ALL THE CONTACT DETAILS ON INFO@SUSPICIOUSANTWERP.COM

#### **ARTICLE 2 - GENERAL**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL VISITORS OR USERS OF THE SITE. BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AS THEY MAY BE MODIFIED BY US AT ANY TIME AND POSTED ON THIS WEBSITE. IN CASE OF CONTRADICTION OR SILENCE FROM THIS TERMS AND CONDITIONS THE BELGIAN LAW WILL BE APPLICABLE.

IN CASE ONE OF THE CONDITIONS IN THIS TERMS AND CONDITIONS WOULD BE ILLEGAL OR INVALID, THE OTHER CONDITIONS REMAIN APPLICABLE.

THE TERMS AND CONDITIONS WHICH ARE APPLICABLE ON THE ORDER ARE THE TERMS AND CONDITIONS WHICH WERE PUBLISHED AT THE TIME THAT THE ORDER WAS MADE. THEY WILL ANNUL ALL EARLIER OR LATER TERMS AND CONDITIONS. THE CUSTOMER IS ABLE TO DOWNLOAD AND PRINT THESE GENERAL TERMS AND CONDITIONS.

AS REFERRED TO IN THESE SITE RULES, "SUSPICIOUS ANTWERP" REFERS TO SSPCS GROUP BV.

THE PRESENT GENERAL TERMS AND CONDITIONS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES ARISING OUT OF THE ONLINE SALES OF PRODUCTS OFFERED ON SITES BELONGING TO SUSPICIOUS ANTWERP. SUSPICIOUS ANTWERP PROVIDES ALL ITS SERVICES FROM BELGIUM AND THE NETHERLANDS. THE CONTRACT BETWEEN THE PARTIES WILL BE DEEMED TO BE PERFORMED IN BELGIUM, DISPATCHING TO DIFFERENT COUNTRIES FROM THE NETHERLANDS.

THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL PRODUCTS SOLD VIA THE SITE. THEY MAY NOT BE VARIED WITHOUT SUSPICIOUS ANTWERP'S EXPRESS PRIOR CONSENT IN WRITING.

THE TERMS AND CONDITIONS ARE WRITTEN IN ENGLISH. IN CASE THE CONTENT IS UNCLEAR THERE IS ALWAYS THE POSSIBILITY TO CONTACT THE CUSTOMER SERVICE.

# **ARTICLE 3 – CAPACITY IN LAW AND ACCEPTANCE**

ANYONE WISHING TO BUY PRODUCTS FROM SUSPICIOUS ANTWERP MUST HAVE CAPACITY TO ACT IN LAW. SHOULD ANYONE BE DECLARED WITHOUT CAPACITY, THEY MAY NOT BUY ANY PRODUCTS ON SUSPICIOUS ANTWERP'S SITE AND SO ACQUIRE THE CAPACITY OF CUSTOMERS. THEY MUST THEN PURCHASE VIA THEIR LAWFUL REPRESENTATIVES. THESE LAWFUL REPRESENTATIVES WILL BE BOUND BY THE TERMS AND CONDITIONS.

THE CUSTOMER ACCEPTS THESE GENERAL TERMS AND CONDITIONS EXPRESSLY BY CLICKING ON A TICK OR PUTTING A CROSS AGAINST THE WORDS "I AGREE WITH THE TERMS & CONDITIONS". THE ORDER CAN UNDER NO CIRCUMSTANCES BE DEFINITIVE WITHOUT ACCEPTANCE OF THESE TERMS AND CONDITIONS, THE PRICE AND THE DESCRIPTIONS OF THE PRODUCT(S).

THE SUPPLIER CAN REFUSE EVERY ORDER IF THERE IS A SERIOUS ASSUMPTION OF ABUSE, ABUSE OF LAW OR BAD FAITH.

# **ARTICLE 4 - ANNULATION**

SUSPICIOUS ANTWERP CANNOT BE HELD LIABLE FOR PRODUCTS NOT BEING AVAILABLE. SHOULD ONE OR MORE PRODUCTS IN AN ORDER NOT BE AVAILABLE, SUSPICIOUS ANTWERP WILL INFORM THE CUSTOMER VIA EMAIL OR IN WRITING THAT IT HAS CANCELLED HIS OR HER ORDER WHOLLY OR IN PART OR SPLIT IT.

SHOULD PRODUCTS BE FOUND TO BE UNAVAILABLE AND THE CUSTOMER IS INFORMED OF THIS BUT THEY HAVE ALREADY PAID FOR THEIR PRODUCTS, SUSPICIOUS ANTWERP WILL ASK HIS OR HER BANK INFORMATION TO REFUND THE AMOUNT PAID FOR THE PRODUCTS IN QUESTION IMMEDIATELY, INFORMING THE CUSTOMER BY EMAIL ACCORDINGLY. HOW FAST THE REFUND IS ACTUALLY MADE DEPENDS ON HOW THE CUSTOMER CHOSE TO PAY WHEN MAKING THEIR PURCHASE. SHOULD THE CUSTOMER FIND THE REFUND IS TAKING AN ABNORMAL LENGTH OF TIME, THEY ARE ADVISED TO CONTACT THEIR BANK.

SUSPICIOUS ANTWERP WILL ALSO CANCEL THE ORDER IF THE ADDRESS DETAILS ARE UNCLEAR, INCORRECT OR INSUFFICIENT TO SEND THE PRODUCTS, SUSPICIOUS ANTWERP WILL INFORM THE CUSTOMER VIA EMAIL OR IN WRITING THAT IT HAS CANCELLED HIS OR HER ORDER. IF THE CUSTOMER HAS ALREADY PAID FOR THEIR PRODUCTS, SUSPICIOUS ANTWERP WILL ASK HIS OR HER BANK INFORMATION TO REFUND THE AMOUNT PAID FOR THE PRODUCTS IN QUESTION IMMEDIATELY.

CUSTOMERS CAN ALSO CANCEL THEIR ORDER BY SENDING AN EMAIL TO: INFO@SUSPICIOUSANTWERP.COM, ACCORDING IF THE PACKAGE HAS ALREADY BEEN SENT OR NOT, SUSPICIOUS ANTWERP WILL CANCEL THE ORDER AND WILL ASK ITS BANK TO REFUND THE AMOUNT PAID FOR THE PRODUCTS IN QUESTION IMMEDIATELY, INFORMING THE CUSTOMER BY EMAIL ACCORDINGLY. HOW FAST THE REFUND IS ACTUALLY MADE DEPENDS ON HOW THE CUSTOMER CHOSE TO PAY WHEN MAKING THEIR PURCHASE. SHOULD THE CUSTOMER FIND THE REFUND IS TAKING AN ABNORMAL LENGTH OF TIME, THEY ARE ADVISED TO CONTACT THEIR BANK.

#### **ARTICLE 5 – PRICES AND INVOICING**

PRICES ARE THOSE AS SHOWN ON SITES AT THE MOMENT THE CUSTOMER PLACES THEIR ORDER.

PRICES STATED DURING THE PURCHASING PROCESS ARE EXPRESSED IN EUROS AND INCLUDE VAT AND ADMINISTRATIVE COSTS UNLESS EXPRESSLY STATED OTHERWISE.

PRODUCT AND SERVICE PRICES DO NOT INCLUDE TRANSPORT COSTS: THESE WILL BE CHARGED SEPARATELY, AND THE CUSTOMER MUST PAY THEM IN ADDITION TO THE PURCHASE PRICE. ANY DISCOUNT THE CUSTOMER IS ALLOWED WILL BE DEDUCTED FROM THE PRICE OF THE PRODUCTS, NOT FROM THE TRANSPORT COSTS.

SUSPICIOUS ANTWERP RESERVES THE RIGHT TO VARY SELLING PRICES AND TRANSPORT COSTS AT ANY TIME, ALTHOUGH THE PRODUCTS PURCHASED AND COSTS WILL ALWAYS BE INVOICED AS STATED IN THE EMAIL WHICH CONFIRMS THE ORDER. THESE ARE THE PRICES THAT APPLY AT THE TIME OF PURCHASE, PROVIDED THE PRODUCTS WERE AVAILABLE.

THE CUSTOMER AGREES TO SUSPICIOUS ANTWERP SENDING ITS INVOICES ELECTRONICALLY; BUT IF THE CUSTOMER WOULD LIKE A HARD COPY INVOICE, THEY CAN SIMPLY REQUEST ONE VIA INFO@SUSPICIOUSANTWERP.COM.

PRODUCTS WILL REMAIN SUSPICIOUS ANTWERP'S PROPERTY UNTIL SUCH TIME AS THE CUSTOMER PAYS FOR THEM IN FULL, I.E. UNTIL THEY PAY THE PURCHASE PRICE AND COSTS IN FULL.

#### **ARTICLE 6 – PAYMENT METHODS**

PURCHASES CAN ONLY BE PAID FOR ONLINE, BY VISA, MASTERCARD, AMERICAN EXPRESS, MAESTRO, BANCONTACT/MISTER CASH, PAYPAL, APPLE PAY AND VIA DIRECT BANKING (IDEAL FOR THE NETHERLANDS). THE CUSTOMER'S BANK ACCOUNT WILL BE DEBITED ONCE THE PURCHASE HAS BEEN CONFIRMED, AND PAYMENT WILL NOT TAKE EFFECT UNTIL SUCH TIME AS THE CUSTOMER'S BANK HAS GIVEN ITS CONSENT TO SUSPICIOUS ANTWERP. SHOULD THE CUSTOMER'S BANK REFUSE PAYMENT, THE ORDER WILL BE REFUSED AUTOMATICALLY.

THE CUSTOMER WARRANTS THEY ARE AUTHORIZED TO MAKE PAYMENTS BY ONE OF THE PAYMENT METHODS AS STATED ABOVE, AND THAT THERE ARE SUFFICIENT FUNDS IN THE BANK ACCOUNT LINKED TO THE CREDIT CARD TO COVER ALL THE COSTS ARISING OUT OF THE TRANSACTION, FAILING WHICH SUSPICIOUS ANTWERP MAY REFUSE THE ORDER.

SUSPICIOUS ANTWERP USES MOLLIE, STRIPE AND PAYPAL TO HANDLE PAYMENTS ONLINE. SUSPICIOUS ANTWERP HAS NO ACCESS TO ITS CUSTOMERS' CONFIDENTIAL PAYMENT DETAILS, NOR DOES IT KEEP THEM.

SUSPICIOUS ANTWERP RESERVES THE RIGHT TO REFUSE ANY ORDER FROM A CUSTOMER WITH WHOM IT IS IN DISPUTE OR WHO HAS BROUGHT A DISPUTE IN THE PAST. SUSPICIOUS ANTWERP MAY ALSO REFUSE AN ORDER SHOULD THE CUSTOMER NOT HAVE PAID FOR A PREVIOUS ORDER, WHOLLY OR IN PART, WHERE THERE IS A SERIOUS ASSUMPTION OF ABUSE, ABUSE OF LAW OR BAD FAITH.

# **ARTICLE 7 – ORDERING PRODUCTS**

PRODUCTS SUSPICIOUS ANTWERP OFFERS ARE THOSE AS THEY APPEAR ON THE SITES AT THE TIME THE CUSTOMER IMPLEMENTS THEIR ORDER SUBJECT TO THOSE PRODUCTS BEING AVAILABLE.

EVERY ORDER CAN ONLY BE VALIDLY PLACED ON THE SITE.

SUSPICIOUS ANTWERP AGREES TO MAKE EVERY EFFORT TO DELIVER ALL ORDERS AS SOON AS POSSIBLE.

ALL PRODUCTS OFFERED FOR SALE ON THE SITE ARE DESCRIBED IN GOOD FAITH AND AS CONSCIENTIOUSLY AND AS ACCURATELY AS IS POSSIBLE; BUT THE PHOTOGRAPHS ON THE WEBSITE ARE OF NO CONTRACTUAL VALUE WHATSOEVER. SUSPICIOUS ANTWERP CANNOT ACCEPT ANY LIABILITY FOR ANY ERRORS WHICH MAY APPEAR IN THE DESCRIPTIONS OF THE PRODUCTS OR PHOTOGRAPHS, INCLUDING SLIGHT VARIATIONS IN COLOURS AND DIMENSIONS.

NOTWITHSTANDING ANY EVIDENCE THE CUSTOMER MAY HAVE IN WRITING, IT IS EXPRESSLY AGREED THAT DATA REGISTERED IN SUSPICIOUS ANTWERP'S IT SYSTEMS, THOSE OF ITS HOSTING PARTNERS OR INTERNET PAYMENT PARTNERS ALONE SHALL CONSTITUTE EVIDENCE OF THE COMMUNICATIONS, THE CONTENT OF THE ORDERS AND THE ENTIRE TRANSACTIONS WHICH HAVE TAKEN PLACE BETWEEN THE PARTIES.

TO PLACE AN ORDER, THE CUSTOMER GOES TO THE HEADING OF THEIR CHOICE, CHOOSES THE SIZE THEY WISH TO RECEIVE AND THEN CLICK ON 'ADD TO SHOPPING BAG'. THIS PUTS THE ARTICLE SELECTED IN THE 'SHOPPING BAG'. THE CUSTOMER CAN CORRECT THEIR ORDER AS LONG AS THEY ARE IN THE 'SHOPPING BAG'. IF THE CUSTOMER WISHES TO CONFIRM THEIR ORDER, THEY MUST SELECT A DELIVERY AND PAYMENT METHOD. THE TOTAL AMOUNT THAT MUST BE PAID IS STATED CLEARLY THROUGHOUT THE WHOLE OF THE BILLING PROCESS. ONCE THE PAYMENT PROCESS IS COMPLETED, THE ORDER IS NOW FINAL AND CANNOT NOW BE CHANGED. THIS IS UNLESS THE CUSTOMER EXPLICITLY ASKS TO CHANGE THE ORDER VIA E-MAIL OR WRITING, HIS OR HER REQUEST IS ACCEPTED BY SUSPICIOUS ANTWERP AND THE ORDER HAS NOT BEEN SHIPPED OUT YET.

THE CUSTOMER WILL BE SENT AN INITIAL E-MAIL CONFIRMING THEIR ORDER ONCE THEY HAVE MADE THEIR PURCHASE IN ANY CASE. THEY WILL THEN GET A SECOND E-MAIL WHEN THEIR ORDER IS DISPATCHED.

#### **ARTICLE 8 - DELIVERIES**

WHEN CONFIRMING THEIR ORDER, THE CUSTOMER CAN CHOOSE DELIVERY TO A GIVEN ADDRESS (HOME, WORK, OR OTHER).

SHOULD THE CUSTOMER OPT FOR DELIVERY TO A GIVEN ADDRESS, SUSPICIOUS ANTWERP WILL DO ITS BEST TO ENSURE THAT THAT ORDER IS DISPATCHED TO THAT ADDRESS WITHIN A FEW DAYS OF CONFIRMING THE ORDER. THE CARRIER WILL ATTEND THAT ADDRESS BETWEEN 08.00 AND 18.00 ON WORKING DAYS AND WILL HAND OVER THE PACKAGE(S) TO THE ADDRESSEE OR ANYONE ELSE PRESENT AT THAT ADDRESS. IF NO-ONE IS THERE, A MESSAGE WILL BE LEFT ON THE ADDRESS STATED WHICH CAN BE USED TO ASK FOR ANOTHER ATTEMPT TO DELIVER, EITHER TO THE SAME ADDRESS OR TO ONE OF THE COLLECTION POINTS.

SHOULD THE CUSTOMER FAIL TO ARRANGE FOR REDELIVERY WITHIN TWO WEEKS OF CONFIRMING THE ORDER, OR SHOULD THEY BE OUT WHEN THAT REDELIVERY IS MADE, THE ORDER WILL BE RETURNED TO SUSPICIOUS ANTWERP AUTOMATICALLY, WHO WILL THEN CONTACT THE CUSTOMER TO ARRANGE FOR THE ORDER TO BE DELIVERED, IN WHICH CASE THE CUSTOMER MAY BE ASKED TO PAY ADDITIONAL DELIVERY COSTS.

PRODUCTS ORDERED WILL BE DELIVERED TO THE DELIVERY ADDRESS AS STATED BY THE CUSTOMER DURING THE ORDERING PROCESS AND THEN SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED THEREIN.

SUSPICIOUS ANTWERP RESERVES THE RIGHT TO SPLIT ORDERS INTO ONE OR MORE DELIVERIES AS PRODUCTS ARE AVAILABLE. EACH DELIVERY WILL BE ACCOMPANIED BY AN EMAIL NOTIFICATION. DELIVERIES WILL BE ACCOMPANIED BY A DELIVERY NOTE WHICH ALSO GIVES DETAILS OF THE GOODS DELIVERED.

SHOULD A DELIVERY GO MISSING DURING THE DELIVERY PROCESS, AND THE PROVISIONS OF THIS ARTICLE ARE COMPLIED WITH, SUSPICIOUS ANTWERP WILL SEND A NEW SHIPMENT ENTIRELY AT ITS EXPENSE IF THE PRODUCT IS STILL AVAILABLE OR REFUND THE VALUE OF THE ORDER INCLUDING TRANSPORT COSTS. THE RISKS OF LOSS AND/OR DAMAGE PASS TO THE CUSTOMER ON DELIVERY.

#### **ARTICLE 9 – RIGHT TO REVOKE AND RETURNS**

THE CUSTOMER MAY NOTIFY SUSPICIOUS ANTWERP WITHIN 14 CALENDAR DAYS OF RECEIVING THE PRODUCT THAT THEY WISH TO EXERCISE THEIR RIGHT TO REVOKE WITHOUT BEING LIABLE TO PAY ANY DAMAGES ON THAT ACCOUNT AND WITHOUT HAVING TO GIVE ANY REASONS.

THE CUSTOMER HAS TO CANCEL THE COMPLETE ORDER OR A PART OF THE ORDER BY SENDING AN EMAIL TO INFO@SUSPICIOUSANTWERP.COM AND INCLUDING THE FOLLOWING INFORMATION: ORDER NUMBER, DATE OF ORDER, SHIPPING ADDRESS & PRODUCTS (INCLUDING THE NAME, COLOR AND SIZE OF EACH ITEM) AND THEIR QUANTITY. WHEN THE CUSTOMER REVOKES THE ORDER OR A PART FROM THE ORDER, THE ORDER HAS TO BE SENT BACK 14 DAYS AFTER INFORMING.

THE RIGHT TO REVOKE IN RESPECT OF PRODUCTS DELIVERED ONLY APPLIES PROVIDED THE PRODUCT IS ALSO SEND WITHIN 14 CALENDAR DAYS OF THE CUSTOMER NOTIFYING SUSPICIOUS ANTWERP THAT THEY WISH TO REVOKE THEIR PURCHASE. SUSPICIOUS ANTWERP WILL WAIT TO REFUND THE CUSTOMER UNTIL THE MOMENT SUSPICIOUS ANTWERP RECEIVE LEGITIMATE PROVE THAT THE PRODUCT HAS BEEN SENT TO THE ADDRESS BELOW OR WHEN THE PRODUCT ARRIVED AT THE ADDRESS BELOW. THE PRODUCT REVOKED MUST BE SENT BACK AS NEW IN ITS ORIGINAL PACKAGING, IN PERFECT CONDITION AND ACCOMPANIED BY THE ORIGINAL SALES INVOICE (OF WHICH THE CUSTOMER RETAINS ONE COPY) AND A COMPLETED RETURN DOCUMENT. ANY RETURNS FOR WHICH THE SENDER CANNOT BE IDENTIFIED WILL BE REFUSED. 14 DAYS AFTER THE CUSTOMER RECEIVED THE ORDER, SUSPICIOUS ANTWERP CAN NO LONGER ACCEPT MAILS FROM CUSTOMERS WHO WANT TO REVOKE THEIR ORDER.

# RETURNS MUST BE SENT TO THE ADDRESS BELOW.

SUSPICIOUS ANTWERP ZONNEWEG 1 9940 RIEME BELGIUM

THE COSTS AND RISKS INVOLVED IN RETURNS WILL BE BORNE BY THE CUSTOMER.

14 DAYS AFTER THE CUSTOMER REPORTED THE RETURN OF THE PRODUCT AND IF THE PRODUCTS HAVE ARRIVED AT THE ADDRESS ABOVE OR THE CUSTOMER CAN SEND PROVE THAT HE OR SHE HAS SENT THE PRODUCTS, PURCHASE PRICE INCLUDING THE SHIPPING COSTS WILL BE REFUNDED. UNDER NO CIRCUMSTANCES CAN THE AMOUNT REPAID EVER EXCEED WHAT THE CUSTOMER ACTUALLY PAID.

SUCH REFUNDS WILL BE MADE AS FOLLOWS:

IF A CUSTOMER HAS PAID FOR THEIR ORDER BY CREDIT CARD, HAVING EXAMINED THE PRODUCTS RETURNED, THE CREDIT CARD THE CUSTOMER USED TO PAY FOR THE PRODUCTS RETURNED WILL BE CREDITED, LESS THE SUMS DUE OR THE SALES VOUCHERS OR DISCOUNTS USED TO PAY FOR THE ORDER. THE CUSTOMER WILL BE REFUNDED IN ACCORDANCE WITH THE PROCEDURES AGREED WITH THE BANK WHICH ISSUED THE CARD. IF THE CUSTOMER PAID FOR THEIR ORDER BY SOME OTHER FORM OF PAYMENT, EXCEPT COUPONS AND VOUCHERS, THE REFUND WILL BE MADE BY BEING CREDITED TO THE BANK ACCOUNT NUMBER THEY STATED ON THE RETURN VOUCHER. IF DISCOUNT COUPONS OR VOUCHERS ARE USED, THIS AMOUNT CAN NEVER BE REQUESTED BACK IN CURRENCY.

WHEN THE CUSTOMER PAID WITH A GIFT VOUCHER, THE ORDER WILL BE REFUND IN THE SAME WAY. THE GIFT VOUCHER IS FIRST UPGRADED AND THE REMAINING AMOUNT WILL BE REFUND BY BEING CREDITED TO THE BANK ACCOUNT NUMBER THEY STATED ON THE RETURN VOUCHER.

# **ARTICLE 10 – STATUTORY WARRANTY & COMPLAINTS PROCEDURE**

SUSPICIOUS ANTWERP WARRANTS THAT THE PRODUCTS OFFERED FOR SALE DO NOT SUFFER FROM ANY VISIBLE OR LATENT DEFECTS WHICH RENDER THE PRODUCT IMPOSSIBLE OR DANGEROUS TO USE.

THIS WARRANTY IS WITHOUT PREJUDICE TO THE STATUTORY RIGHTS THE CUSTOMER HAS UNDER THEIR NATIONAL LEGISLATION.

THE CUSTOMER IS GUARANTEED AGAINST ANY NON-COMPLIANCE WHICH EXISTS WHEN A PRODUCT IS DELIVERED AND WHICH MANIFESTS ITSELF WITHIN TWO YEARS OF BEING DELIVERED. THIS TWO-YEAR PERIOD WILL BE SUSPENDED FOR AS LONG AS IT TAKES TO REPAIR OR REPLACE THE PRODUCT OR SHOULD SUSPICIOUS ANTWERP AND THE CUSTOMER BE INVOLVED IN NEGOTIATIONS WITH A VIEW TO SETTLING MATTERS AMICABLY.

CUSTOMERS MUST CONTACT CUSTOMER SERVICE SHOULD THEY WISH TO INVOKE THIS WARRANTY IMMEDIATELY, AND MUST NOTIFY SUSPICIOUS ANTWERP OF THE NON-COMPLIANCE VIA CUSTOMER SERVICE IN WRITING IN ANY CASE WITHIN TWO MONTHS OF DISCOVERING THE DEFECT.

UNDER NO CIRCUMSTANCES DOES THE WARRANTY APPLY TO PRODUCTS WHICH ARE DAMAGED INTENTIONALLY OR BY THE CUSTOMER'S NEGLIGENCE; NOR DOES IT APPLY IF THE DAMAGE IS DUE TO INCORRECT USE OR WEARING OUT.

CUSTOMERS CAN CONTACT CUSTOMER SERVICE IF THEY HAVE ANY QUERIES AS TO THE WARRANTY.

IF THE CUSTOMER HAS A COMPLAINT, THEY CAN CONTACT CUSTOMER SERVICE. WE WILL MAKE EVERY EFFORT TO ANSWER ALL YOUR QUESTIONS AS SOON AS POSSIBLE.

PROVIDING THIS WARRANTY AND CUSTOMER SUPPORT IS IMPORTANT TO SUSPICIOUS ANTWERP. THEREFORE, ALL ACTS THAT MAY NEGATIVELY AFFECT CUSTOMER SERVICE ARE FORBIDDEN, SUCH AS RESELLING THE PRODUCTS, RELABELING THE PRODUCTS OR EXPORTING THEM OUTSIDE THE EUROPEAN UNION FOR COMMERCIAL PURPOSES. THE PRODUCTS ARE SOLD FOR PRIVATE PURPOSES ONLY. THE COSTS INCURRED BY SUSPICIOUS ANTWERP FOR THE VERIFICATION OF COMPLIANCE OF PROHIBITION OF EXPORT FOR COMMERCIAL PURPOSES OUTSIDE OF THE EUROPEAN UNION WILL BE BORNE BY THE CUSTOMER IN CASE OF INFRINGEMENT. SUSPICIOUS ANTWERP ALSO RESERVES THE RIGHT TO SUSPEND OR EVEN REFUSE A SALE IF THERE IS A PRIMA FACIE INDICATION THAT THE PROHIBITION IS NOT RESPECTED.

# **ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS**

ALL ELEMENTS (REFERRED TO HEREINAFTER AS THE 'ELEMENTS'), INCLUDING TEXTS, THE DATABASE WITH ALL DATA PUBLISHED ON THE WEBSITE, THE LAYOUT AND GRAPHIC DESIGN OF THE WEB PAGES, THE SALES CATALOGUE, PHOTOS, IMAGES, VIDEO AND MUSIC ON THE SITE ARE PROTECTED BY COPYRIGHT, DATABASE RIGHTS, TRADEMARK RIGHTS, PATENT RIGHTS AND ALL OTHER FORMS OF INTELLECTUAL PROPERTY RIGHTS WORLDWIDE, AND THUS REMAIN THE EXCLUSIVE PROPERTY OF SUSPICIOUS ANTWERP. THEY MAY NOT THEREFORE BE COPIED, PUBLISHED, IMITATED OR USED IN ANY OTHER WAY IN ANY FORM WHATSOEVER WITHOUT SUSPICIOUS ANTWERP'S PRIOR CONSENT IN WRITING. SUCH CONSENT MUST BE OBTAINED IN WRITING, UNLESS SUSPICIOUS ANTWERP ITSELF HAS MADE IT POSSIBLE TO SHARE CERTAIN ELEMENTS VIA SOCIAL NETWORKS, IN WHICH CASE CONSENT WILL BE LIMITED TO THE SPECIFIC ELEMENTS AND SOCIAL NETWORKS FOR WHICH SUSPICIOUS ANTWERP HAS MADE IT POSSIBLE TO SHARE THEM. ANY INFRINGEMENTS OF THIS WILL BE PURSUED IN THE COURTS.

# **ARTICLE 13 - LIABILITY**

SUSPICIOUS ANTWERP CANNOT BE HELD LIABLE FOR ANY DAMAGE TO THE CUSTOMER'S SYSTEMS INCURRED THROUGH VISITING THE SITES INCLUDING BEING HACKED OR COMPUTER VIRUSES.

SUSPICIOUS ANTWERP CANNOT BE HELD LIABLE FOR ANY ERRORS WHICH MAY BE IN PHOTOGRAPHS OR TEXT USED IN DESCRIBING PRODUCTS ON SITES.

SUSPICIOUS ANTWERP CANNOT BE HELD LIABLE FOR NOT DELIVERING ORDERS BECAUSE PRODUCTS ARE OUT OF STOCK OR FOR REASONS BEYOND ITS CONTROL, INCLUDING CIRCUMSTANCES OF FORCE MAJEURE, INCLUDING DISTURBANCES OF OR SUSPENSION OF TRANSPORT, POST OR COMMUNICATIONS SERVICES, IN THE EVENT OF FLOOD OR FIRE, ACCIDENTS OR DAMAGE INHERENT IN USING THE NETWORK.

IN ANY CASES WHERE SUSPICIOUS ANTWERP IS OR COULD BE HELD LIABLE, SUSPICIOUS ANTWERP'S LIABILITY WILL BE LIMITED TO THE AMOUNT THE CUSTOMER ACTUALLY PAID FOR THE ORDER CONCERNED. WHILST SUSPICIOUS ANTWERP TRIES TO ENSURE THAT ALL DETAILS, DESCRIPTIONS AND PRICES WHICH APPEAR ON THE SITES ARE ACCURATE, ERRORS MAY OCCUR. IF SUSPICIOUS ANTWERP DISCOVERS AN ERROR IN THE PRICE OF ANY PRODUCTS WHICH THE CUSTOMER HAS ORDERED SUSPICIOUS ANTWERP WILL INFORM THE CUSTOMER OF THIS AS SOON AS POSSIBLE AND GIVE THE CUSTOMER THE OPTION OF CONFIRMING THE ORDER AT THE CORRECT PRICE OR CANCELLING IT. IF SUSPICIOUS ANTWERP IS UNABLE TO CONTACT THE CUSTOMER THE ORDER WILL BE CANCELLED. IF THE CUSTOMER CANCELS AND HAS ALREADY PAID FOR THE PRODUCTS, THE CUSTOMER WILL RECEIVE A FULL REFUND.

# ARTICLE 14 – DISPUTES AND GOVERNING LAW

AS FAR AS CONSUMERS ARE CONCERNED, THE STATUTORY REGULATIONS WILL BE FOLLOWED, IN ALL OTHER CASES THE COURTS OF THE DISTRICT OF ANTWERP WILL HAVE JURISDICTION OR, IF NECESSARY, THE ANTWERP COURT OF APPEAL.

THE AGREEMENT BETWEEN THE PARTIES IS GOVERNED BY BELGIAN LAW.

# ARTICLE 15 – VARYING GENERAL TERMS AND CONDITIONS OF SALE AND NULLITY

SUSPICIOUS ANTWERP MAY VARY THE PRESENT GENERAL TERMS AND CONDITIONS AT ANY TIME, INCLUDING TO COMPLY WITH ITS STATUTORY OBLIGATIONS. CHANGES NOTIFIED VIA THE WEBSITE WILL APPLY TO ALL SUBSEQUENT OFFERS AND ORDERS.

SUSPICIOUS ANTWERP RESERVES THE RIGHT TO VARY THE DESIGN AND CONTENT OF ITS WEBSITE AT ANY TIME.

SHOULD ANY COURT DECISION RESULT IN ANY OF THE ARTICLE(S) OR PARAGRAPH(S) OF THE PRESENT GENERAL TERMS AND CONDITIONS BEING NULL AND VOID OR UNENFORCEABLE, THAT WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE OTHER ARTICLES AND PARAGRAPHS OF THE PRESENT GENERAL TERMS AND CONDITIONS OR THE AGREEMENT BETWEEN THE PARTIES.

#### **ARTICLE 16 FEEDBACK**

THE SELLER WELCOMES COMMENTS AND FEEDBACK. ALL FEEDBACK AND COMMENTS CAN BE SENT TO THE SELLER VIA MAIL TO INFO@SUSPICIOUSANTWERP.COM.O