

# General terms and conditions Undies4men

Last adaptation : January 20, 2019

## 1. Identity of the vendor

We are:

Peter Claus / Undies4men.be  
Derbylaan 86/102 - 8450 Bredene (Belgium)

Email address: [info@undies4men.be](mailto:info@undies4men.be)

Telephone number: +32 486 94 88 34

Web: [www.undies4men.be](http://www.undies4men.be)

VAT-number: BE0828.847.875

## 2. Applicability and conditions

The webstore with trade name Undies4men on the website [www.undies4men.be](http://www.undies4men.be), operated by Peter Claus with registered office at Derbylaan 86/102, 8450 Bredene (Belgium), VAT / ON BE 0828.847.875, hereafter 'Undies4men' offers its customers the possibility to purchase products online.

1. Our terms and conditions are applicable to every offer from us as a webshop to you as Consumer (every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market).
2. We deliver worldwide.
3. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.
4. Placing an online order on the website constitutes a formal acceptance of our terms and conditions, which are always available through our website.
5. If you ordered online, you can always consult our terms and conditions right before finishing the order. You can always find these terms on our website and if you wish upon request by sending an email to [info@undies4men.be](mailto:info@undies4men.be).
6. If in addition to these terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer can always invoke to your advantage the most preferential text if our terms and conditions would be contrary to the above special conditions.

## 3. Our offer and your order

The articles are intended for normal private use only.

Despite the fact that the catalog and website are compiled with the utmost care, it is still possible that the information provided is incomplete, contains material errors, or is not up-to-date. If you have specific questions about sizes, color, availability, delivery time or delivery method, please contact our customer service beforehand.

Undies4men is only bound to an obligation of means for the correctness, updating, or completeness of the information offered. Undies4men is in no way liable in the event of material errors, typesetting or printing errors.

1. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.

2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.

3. Your order is complete and the contract between us is final once we confirm your order by mail and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, Mastercard, Maestro, Bancontact, wire transfer, iDeal. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment by name of the registered cardholder will not be accepted or processed.

4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery: *home or office, pick-up point or parcel locker*. In the final step you are led to an overview page, you accept our terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment". If you have completed these steps, your purchase becomes final.

#### **4. Right of withdrawal**

1. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 days from the delivery or the conclusion of the contract. You can then return your order without penalty and without giving any reason. Within 14 days after reception of your returned order or your indication that you wish to forgo the agreement, we will pay you back the full purchase price, by using wire transfer.

2. The shipping costs for the return shipment are at the expense of the customer, unless the original delivery was made to an address in Belgium, the Netherlands, Germany, France, Luxembourg, United Kingdom, Spain, Portugal, Italy, Estonia, Finland, Hungary, Latvia, Malta, Slovenia, Slovakia and the Czech Republic. In the latter case, Undies4men will take care of the shipping costs for a return shipment when using the right of withdrawal. The applicable return procedure can be requested on the Undies4men website.

3. We can refuse repayment as long as we have not received the returned goods.

4. We expect you to handle the order as well as the packaging with the utmost care during the first 14 days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wish to retain them. Returned goods may be tested, but not used. When returning the goods, you will also have to return all delivered accessories and – if reasonably possible – return the goods in their original condition and packaging as well as taking in account our instructions as listed below.

Will not be repossessed under any circumstances:  
- used, worn, washed, soiled, damaged or incomplete items

5. You can return your package through the post or a pick-up point near you.

6. In order to exercise your right to withdrawal quickly and correctly, simply send a mail to [info@undies4men.be](mailto:info@undies4men.be). We will send you a return label and the necessary instructions. If desired you can always fill in the form that you can find here <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>

#### **5. Price**

During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.

Our prices include all taxes, VAT and all other levies. Hence, you will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. In that case, we notify that always before you definitely place your purchase. In that case, we notify this to you prior to the definitive confirmation of your order.

Price indication only refers to the articles as described verbatim. The accompanying photo is decorative and can contain items that are not included in the price.

## **6. Payment**

1. We only accept advance payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You recognize a safe SSL-connection by the "lock" in the bottom status bar of your browser.

## **7. Conformity and warranty**

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a consumer, you dispose over a statutory 2-year warranty on goods purchased from us if this good is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.

To the extent of what is possible or reasonable, you have a choice between replacement or repair. Only if replacement or repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a reduction or to demand the dissolution of the contract of sale.

During the first six months, you can in all cases call upon the guarantee. Afterwards you have to prove that the defects in the goods are not caused by abnormal use.

## **8. Delivery and execution**

We deliver worldwide.

Undies4men undertakes to process the orders placed on the site as long as stocks last and within the limitations formulated in these conditions.

The delivery of the ordered item is done at the address given by the customer in Belgium, either by picking up at a post office or post office, or by picking up a Bpack 24/7 parcel machine. Delivery in other countries is done at the address given by the customer. The chosen delivery method / chosen country affects the delivery time.

When the customer chooses to be sent to an address, an e-mail is sent at the moment the delivery is provided with bpost. Via the tracking number provided therein, the customer can follow up the shipment via the e-tracker of bpost.

The delivery period will only take effect after receipt of the payment. We strive for the shortest possible delivery period. The delivery period is a minimum of 1 day and a maximum of 30 days after receipt of payment for delivery in Belgium, and a minimum of 2 and a maximum of 30 days in other countries. Each delivery is announced via email. The delivery is accompanied by a delivery note or invoice, on which the details of the delivered goods are also displayed.

The delivery is offered to the customer or to any other person present at the delivery address. This person will be asked to sign a delivery note. If no one can receive the package at the moment it is offered, the carrier will leave a message in the mailbox. From the next day the package can be picked up at the post office, up to 14 days after the first delivery.

Although Undies4men ensures that the order is processed in the shortest possible time, the delivery period is 30 days after payment, a target period and purely indicative. Undies4men can under no circumstances be held responsible for any delays in the delivery of the products or services, nor for the damage that might ensue. Undies4men however commits itself that the delivery is delivered at the latest 30 days after the order date.

### **How much does delivery cost?**

Although we make a small charge for delivery - just think of the convenience of being able to order 24/7 anywhere in the world and the convenience of avoiding the hassle and expense of high street shopping.

**BELGIUM:** 5.00 € (Free shipping for orders of more than 75.00 €) or 4.00 € for deliveries in a pick-up point or Bpack 24/7 parcel machine

**THE NETHERLANDS, LUXEMBURG :** 7.00 € (Free shipping for orders of more than 75.00 €)

**FRANCE, GERMANY** : 8.00 € (Free shipping for orders of more than 75.00 €)

**UNITED KINGDOM**: 9.00 € (Free shipping for orders of more than 75.00 €)

**ITALY, SPAIN, SWEDEN, DENMARK, AUSTRIA, POLAND, PORTUGAL, CZECH REPUBLIC, HUNGARY** : 15.00 € (Free shipping for orders of more than 75.00 €)

**FINLAND, GREECE, IRELAND** : 16.00 € (Free shipping for orders of more than 75.00 €)

**UNITED STATES OF AMERICA** : 18.00 € (Free shipping for orders of more than 125.00 €)

**SWITZERLAND, CANADA, TURKEY** : 20.00 € (Free shipping for orders of more than 125.00 €)

**REST OF EUROPE** : 25.00 € (Free shipping for orders of more than 125.00 €)

**REST OF THE WORLD** : 30.00 € (Free shipping for orders of more than 125.00 €)

## **9. Force majeure**

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.

2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

## **10. Intellectual property**

1. Our website, logos, texts, photographs, names, and in general all our communications are protected by intellectual property rights either belonging to us or our suppliers or other claimants.

2. It is forbidden to use and/or change any of the intellectual property rights as described in the present clause. So you may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc. ...without our prior written and explicit consent.

## **11. Complaints procedure and conflicts**

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us by phone +32 486 94 88 34 or by email [info@undies4men.be](mailto:info@undies4men.be) . We will do the utmost to deal with your complaint within 7 days.

2. All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.

3. By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en>.

4. In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <http://ec.europa.eu/odr>

## **12. Privacy**

Undies4men undertakes to use your data solely for the execution of the concluded agreement that you conclude by means of your order and to send you information of Undies4men without any obligation. If you also want to receive information via e-mail, please also provide us with your e-mail address.

We treat your information as confidential information and will never pass on, rent or sell it to third parties. You can request, correct, change or delete your data that we store in the Undies4men customer list at any time and you can refuse Undies4men to use your data to send you information. It is enough to request this in writing.

Undies4men strictly respects the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal data.

Undies4men uses cookies. Cookies consist of a standard internet technology that makes it possible to store and access certain information on the user's system. Cookies can not be used to identify people, a cookie can only identify a machine. Any internet user can set his computer in such a way that cookies are not accepted. If your computer does not accept cookies, it is possible that you will experience problems during the ordering process. If this is the case, please contact us so that we can still enter your order.

Undies4men keeps online (anonymous) visitor statistics in order to see which pages of the website are visited to which extent. If you have any questions about this privacy statement, you can contact us.

## **13. Change of conditions**

These Terms and Conditions are supplemented by other conditions that are explicitly referred to, and the general terms and conditions of sale of Undies4men. In case of contradiction, these Terms and Conditions prevail.

Undies4men can change these Terms and Conditions without further notice. Any purchase after the change implies an acceptance by the customer of these new Terms and Conditions.

## **14. Proof**

The customer accepts that electronic communications and backups can serve as proof. The customer is solely and exclusively responsible for the correctness of all data that he or she passes on.

## **15. Refunds**

The repayment of an accepted return of goods is carried out within 14 days after receipt of the return shipment by transfer to your bank account.