

TERMS & CONDITIONS

INTRODUCTION

These Terms and Conditions and any other documents referred in these terms and conditions ("Terms and Conditions") set out the legal terms that apply to your use of our website <http://www.smets.lu>.

Little Smets S.à r.l. ("SMETS") incorporated in Luxembourg has its registered office at 262 route d'Arlon L-8010 Luxembourg with company number B24 325 and VAT number LU 13 18 59 50. The Company operates the website www.smets.lu ("SMETS.LU", "the Website").

Please read these Terms and Conditions carefully and make sure that you understand them before using the Website. Please note that by using the Website, you agree to be bound by these Terms and Conditions.

All products sold on SMETS.LU are exclusively destined to your domestic and private use only. You agree that you will not use the products for any commercial, business or re-sale purposes. SMETS reserves the right to cancel any order that would not seem appropriate.

The following Terms & Conditions might change and would come into force as soon as published on SMETS.LU. Anytime you would like to confirm an order on SMETS.LU, you will be asked to accept our updated Terms & Conditions.

When you make your first purchase, you provide us the information requested and necessary to place the order and have your purchase delivered.

Our customer service team will be happy to answer all your questions, you may contact us at e-shop@smets.lu.

PRODUCTS & AVAILABILITY

All products are offered within the limits of available stocks. We do our best to keep the information on our website updated but some mistakes can unintentionally occur. In the case of a simultaneous order by two distinct customers for example, we commit ourselves to keep you informed by mail as soon as possible.

SMETS is not bound to the variation of its stocks and will not take any responsibility in case of products unavailability. The images of the products on the Website are for illustrative purposes only. We attempt to display colors accurately but we cannot guarantee that your computer's display of the images accurately reflects the true color of the products.

For any question about the product, please contact: e-shop@smets.lu

PRICING

Our prices are mentioned in euros VAT included, without shipping costs and custom duties. All products shipped outside of the European Union will be sold VAT excluded.

Customs duties and other fees might be required by the local authority. These additional costs will be at your charge and responsibility.

All orders have to be paid in euros. SMETS reserves the right to modify the prices at any time. We do our best to ensure that all prices, details and descriptions disclosed on the Website are accurate, nevertheless, there may be cases where errors occur. We are not bound by our offers and reserve the right to cancel your order in the event of such errors.

ORDER

By completing the check-out process and placing an order by clicking the "COMPLETE ORDER" button, you are offering to purchase the products from SMETS.

When validating your online order you agree to fully abide to these Terms & Conditions. If there is something you do not agree with, we kindly ask you not to confirm your order. All orders are subject to availability and confirmation of the order price.

By placing an order, you are promising that: all details you provide are true and accurate, you are over 18 years of age, you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds in the account to cover the cost of your order.

The Website allows you to check your order and correct any errors before completing a purchase. Please take the time to read and check your order at each page of the order process as you are responsible for ensuring that the information you provide is accurate (for example, the correct products, quantities, size, color, etc.).

If your order is accepted, we will send you a confirmation email. The confirmation email will include a description of the products purchased and certain other informations. SMETS.LU reserves the right not to accept an order from a client with whom there is an existing dispute on a previous order, or if SMETS.LU reasonably considers that a customer is in breach of these Terms and Conditions of sale, or for any legitimate reason.

PAYMENT

Your payment is encrypted and secured by PayPlug. We accept the following payment methods: Visa, Mastercard and PayPal. When you submit your order, we carry out a standard pre-authorization check on your payment card. Products will not be dispatched until the details you have provided are verified.

Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to accept your order. If you pay by PayPal, SMETS.LU will capture the payment when your order is placed on our site. If you pay by credit card, PayPlug will first proceed to the authorization: your financial institution reserves the amount on your account. Afterwards, the authorization will be captured which means you will be charged of the authorized funds.

SHIPPING

Delivery costs are not included in the prices and will be charged in addition. As every order is unique, shipping costs will vary depending on the size, weight and destination of your chosen items. The delivery costs applicable to your order will be clearly displayed at checkout before you place your order and are included in the "TOTAL" amount shown on the order summary page.

Depending on your delivery address, different taxation rules and additional charges may apply. If you are shipping items outside of the European Union, you may need to pay import duties upon receipt of the products. SMETS does not have any control over these charges and we cannot advise on their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information and a cost estimate before placing your order.

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After placing an order, you will receive an email from us containing all the details of your purchase. We may also be in touch if we need further information to verify your payment. Once your order is approved, we will aim to dispatch it within 3 business days.

The goods ordered will be shipped to the delivery address indicated by you during the order process. Orders are handled and shipped from Monday to Friday between 10am and 5pm. Depending on your location, delivery will normally take 2-7 business days from dispatch.

When shipping the parcel(s) we will provide you with the tracking number by email. You will thus be able to track your purchases via our transporter's website. Please keep in mind that our shipping times should be used as a guide only and are based on time from dispatch. SMETS.LU cannot take responsibility for customs clearance delays or failed payment approval, though we will try to minimize any potential delays.

At the time of delivery you have to check the conformity of the goods and indicate, if possible on the delivery note, the reserves accompanied by your signature any anomalies found (open package, damaged product, etc.). Should you notice any problem with your merchandise at the delivery or any delivery delay exceeding 8 working days, please advise our customer service team: e-shop@smets.lu

EXCHANGE & RETURNS

SMETS provides high quality products. However, if you are not satisfied with your purchase we commit ourselves to exchange it or reimburse you. You have 14 days from the reception of the product to send it back to us. To do so, please follow the guidelines of the returns page.

Once your request is accepted, we will provide you by email a return airway bill and the return costs will be deducted from your refund. Customs fees may be withheld if returning from a country outside the EU. It is mandatory to:

- Use the DHL return airway bill provided by us to return your parcel.
- oin a copy of your invoice in the parcel.
- Please take care when trying on your purchases and return them in the same condition you received them:
- Items must be returned unworn, undamaged and unused, with all tags attached and the original packaging included.
- Footwear and accessories must be returned with the original branded boxes and dust bags, where provided, and placed inside a protective outer box for shipping. When trying on footwear, please take care not to mark the soles or damage the shoe box.
- Hosiery, lingerie and swimwear items must be returned with the hygiene seals attached and in unopened and undamaged product packaging, where applicable. Lingerie and swimwear must only be tried on over your own undergarments. We will not accept any returns that have been worn or are soiled.
- Jewellery must be returned in the same condition it arrived in, including all branded packaging and documents provided with it.
- Beauty and cosmetic products must be returned unopened and unused, with the seals of any packaging still intact.

Any returns that do not meet our policy will be refused and re-shipped to sender at your charge. In this case, if the client does not pick up or refuses his parcel, no refund will be made.

Once your return has been received and accepted, your refund will be completed via the original payment method, excluding delivery return costs.

If you want to exchange it for another item, or change the size or colour, you must ask for a return and make a new purchase.

Special releases like raffles or collaborations may not be exchanged or returned. This will be mentioned on the raffle page or product page.

If you receive an item in a flawed or damaged condition, or if it doesn't quite match the description on site, please advise customer service team at e-shop@smets.lu as soon as possible.

INTELLECTUAL PROPERTY

The content of this website is protected by the intellectual property laws. The utilization must be private. No professional nor professional linked use will be tolerated. Any reproduction or partial reproduction of the content of this website is strictly forbidden.

RESPONSIBILITY

The content of this website is protected by the intellectual property laws. The utilization must be private. No professional nor professional linked use will be tolerated. Any reproduction or partial reproduction of the content of this website is strictly forbidden.

IMPORTANT INFORMATION & APPLICABLE LAW

Each of the sections and paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections and paragraphs will remain in full force and effect.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you if such failure or delay is caused by an event outside of our control.

The use of our website and the product purchase contracts through said website shall be governed by Luxembourg legislation. Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Luxembourg courts.

PERSONAL DETAILS & PRIVACY POLICY

We keep your personal data private and confidential and only give it out with your consent and if legally permitted to. By using SMETS.LU, you consent to the use of your data as described in our Privacy Policy and you warrant that all data provided by you is accurate.

You can also request to delete your account by writing to e-shop@smets.lu, your account will be deleted as soon as any