

# TERMS AND CONDITIONS OF SALES

This Site is operated by Tony Ward Couture S.A.L., a Lebanese business corporation, head office located at Alfred Naccache Avenue – Beirut, Lebanon and registered at the commercial court of first instance - special trade register under the number R.C. 1010059.

## PURPOSE

**The purpose of these Terms and Conditions of Sales is to determine the rights and obligations of both parties**, exclusively because of the relationships they initiate on the Internet, with respect to any online sales of Products offered on the Site.

They apply to all the steps necessary to place the order and ensure the follow-up of such order as contracted between the Parties.

By confirming the order, the Client acknowledges having reviewed the present terms and conditions of sales and expressly declares accepting them in their entirety without any reserves. These terms and conditions of sales shall prevail over any other conditions stated in any other documentation, the purchase act implying the acceptance of these terms and conditions of sales.

Any order of Tony Ward Couture product offered on the online shop of the website “www.tonyward.net”, implies the prior review of the present general conditions. Consequently, the Client acknowledges being perfectly informed that its approval regarding the contents of the present general conditions does not necessitate handwritten signature of this document, within the scope that the client desires to order online the exhibited products within the site shop web. The Client disposes of the faculty of saving or editing the present general conditions, namely that whether saving and editing this document comes under his sole responsibility. The consumer declares having full legal capacity allowing him to be committed by the present general conditions.

This confirmation as well as the whole data that Tony Ward Couture will register shall constitute the evidence of the existing transactions between Tony Ward Couture and the Client.

The present terms and conditions is susceptible of modifications at any moment without prior notice.

This document is the sole document applicable to the relationship between the parties.

## PRODUCT AVAILABILITY AND AUTHENTICITY

Tony Ward Couture products available for purchase online include handbags, wallets, shoes, luggage, jewelry, gifts ready to wear and couture. All products are subject to availability; and we reserve the right to limit the quantity of products we supply; supply only part of an order or to divide up orders. We also reserve the right to alter the terms or duration of any special offers or sale promotion. We will inform you if we are unable to fill your order.

We guarantee the authenticity of all products purchased through Tony Ward Couture online. Tony Ward Couture products are crafted with the highest quality materials, design and workmanship.

The products are intended for personal use by the user, and not directly intended for the latter's professional use.

#### **HOW TO PURCHASE**

Depending on availability, purchases may be made either directly through [tonyward.net](http://tonyward.net) or through the assistance of our online personal assistants.

The order may be modified at any time until its final confirmation by the Client that corresponds to definite acceptance of the offer and initiates the treatment of his order.

Tony Ward Couture will confirm the acceptance of the order to the Client by e-mail to the communicated address by the Client, or otherwise, to the address indicated by the Client in the purchase order.

The information formulated by the Client at the time of taking the order shall bind him solely: in case of errors in the wording of the recipient's address and telephone number, Tony Ward Couture will not assume any responsibility with regard to the impossibility of delivering the product.

#### **PRICING**

Prices displayed on the Tony Ward Couture website are quoted in USD excluding any VAT and applicable taxes. While we try to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of the merchandise you have ordered, we will give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled.

The prices are comprehensive of the shipping and delivery charges but exclude customs and taxes, which are at the customers charge.

#### **PAYMENT**

Tony Ward Couture accepts only the following forms of payment for online purchases:

- Visa • Mastercard

For added security, your billing address at [tonyward.net](http://tonyward.net) must exactly match the address on file at your credit card company. The processing of your order may be delayed if these addresses are different.

After price confirmation, the transaction will be charged to your credit card only after we have verified your card details, received credit authorization and confirmed stock availability, and that your order is ready to be shipped.

Tony Ward Couture reserves the right to cancel any order by a Client with whom a dispute related to the payment of a prior order is pending.

#### **CHANGES AND CANCELLATIONS**

If you wish to cancel or modify your order, please send an email within 48 hours of the order

submission to:

personal.shopper @tonyward.net

We will make every effort to accommodate your request. However, please note that orders are processed as quickly as possible and that, once an order has been submitted, we cannot guarantee the purchase can be cancelled or modified.

#### **ALTERATIONS**

We do not provide alteration services for online customers.

#### **PACKAGING**

Products purchased from Tony Ward Couture online arrive packaged in a secure box suitable for gifts.

#### **SHIPPING AND DELIVERY**

Please note that, for security reasons, Tony Ward Couture online purchases will require an adult signature upon delivery. In addition, purchases cannot be shipped to P.O. boxes.

To estimate the total delivery time for your purchase, please allow one to two business days to process your order for shipment, in addition to the time indicated for producing made-to-order items and shipping. Orders are processed and delivered Monday through Friday, excluding holidays. Tony Ward Couture cannot be responsible for unanticipated delays.

Shipping Method and Fee: DHL

A shipping confirmation will be emailed to you as soon as your purchase has been shipped. In addition, we will email a delivery confirmation once we receive notification from DHL that your purchase has been delivered.

If there is a discrepancy with your order, please retain all documentation and packaging and contact us immediately within 2 days after receiving the product by sending an email to: [logistics@tonyward.net](mailto:logistics@tonyward.net)

#### **GUARANTEES: RETURNS AND EXCHANGES**

Conditions to return

**All items cannot be returned. At all cases no refund for returned items or for any replacement.**

Conditions to exchange

The client has the right to exchange accessory products within 2 days after reception.

Couture and Ready to Wear items can only be exchanged in case there is a fault in size, shape or color.

### Exchange procedure

Exchanges will be processed within 30 business days after the claim.

For online purchases, Tony Ward Couture will accept merchandise in its original condition for an exchange when accompanied by the original sales invoice. Please note that we cannot accept merchandise that has been worn, used, altered or damaged. This will be determined by the sole authority of Tony Ward Couture.

Instructions for exchanging merchandise will be sent by email. Please note that exchanges must be made through tonyward.net following such instructions and that exchanges cannot be accepted at Tony Ward Couture stores.

### Shipping fees

Tony Ward Couture will not assume responsibility for reimbursement or compensation in the event that return/exchange packages are lost, stolen, or mishandled.

**In case of an exchange purchased on tonyward.net, please note that the returned item must be received by Tony Ward Couture in its original condition and that new orders are subject to Tony Ward Couture having available merchandise on-hand. Shipping charges for any returned item(s) are the client's responsibility, unless there was an accurate error made by Tony Ward Couture in the original shipment.**

Your exchange item(s) will be sent to you via DHL at the mentioned fees.

### **ERRORS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on our website. Unfortunately, it is not possible to ensure that any website be completely free of human or technological errors. This website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and product information. We reserve the right to correct any such errors, inaccuracies or omissions, including after an order has been submitted and to change or update information at any time without prior notice. If the inaccuracy is related to the price, the customer will have the right to cancel the order with full refund.

### **PERSONAL INFORMATION AND SECURITY**

The personal information concerning users gathered for online sales is necessary for processing orders and delivery, as well as invoicing. Such information is strictly confidential and is not disclosed to third parties except to Tony Ward Couture subsidiaries. Any missing information will entail the automatic refusal of the order.

The Client declares accepting the characteristics and the limits of the Internet and particularly he acknowledges that:

-The Client is solely responsible of the use he made of the information. Consequently, Tony Ward Couture may not be considered due to an express and tacit obligation responsible in a civil manner towards the Client of any direct or indirect damages deriving from the use of the said information;

-He is aware of the nature of the Internet, particularly of its technical performances and of the reply time for consulting, requesting or transferring information;

-The Client's communication of his personal elements of identification or in general of any information considered by the Client as confidential is made under his own responsibility;

-The Client shall take the necessary measures to ascertain that the technical characteristics of his computer allow him to make the information consultation;

-The Client shall take all necessary measures to protect his own data and/or software from any contamination by any eventual virus circulating through the site.

Tony Ward Couture uses appropriate security measures to protect the information you provide to us. However, while we take reasonable steps to protect this personal information from unauthorized access, use or disclosure, you accept that no Internet data transmission can be guaranteed to be secure from access by unintended recipients and will not hold us responsible for any breach of security intended by us.

#### **COOKIES**

Only "session" cookies are used on the Tony Ward Couture website. Such cookies enable the site to keep only data of a temporary nature from the current session (articles selected, time spent on the Site, etc.). This information is in no manner associated with an individual user's name and is not saved from one session to the next.

#### **APPLICABLE LAW – JURISDICTION**

These terms and conditions of sales and the contractual relationship between Tony Ward Couture and the user are governed by the Lebanese law. The Parties shall consent to the jurisdiction of the Lebanese courts which are the sole competent in this matter.

In case of difficulties in the application of the present agreement, the parties agree upon the possibility, before any legal recourse, to seek an amicable solution of the dispute settlement that may arise during the execution of the present agreement.

#### **PARTIAL VALIDATION**

If one or more of the stipulations of the present terms and conditions are considered invalid or declared as such in application of a law, regulation or further to final decision of a competent tribunal the other remaining stipulations shall keep their force and range.

#### **CONTACT US**

For product or online order related inquiries please contact us via email at:

personal.shopper@tonyward.net and we will endeavor to assist you as promptly as possible. Please note that we are available Monday-Friday from 9AM-6PM, excluding holidays.