

Terms & Conditions

1. General

1.1. The following terms and conditions apply to all orders placed by the customer (hereinafter referred to as "you") with Ara B.V. hereinafter referred to as "Ara BV." or "we", Ara BV International Manufacturing Company (also referred to as the "website").

1.2. By using this website and/or placing an order you agree to be bound by the terms and conditions set out herein (the "Terms").

1.3. Please make sure you have read and understood the terms and conditions before placing your order. Available at www.ara-bv.nl

1.4. We reserve the right to amend these Terms from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on the website at the time you place your order.

1.5. Any court proceedings brought in relation to these Terms must be heard within The Netherlands.

1.6. These Terms are only available in the English language.

2. Prices and delivery charges

2.1. The prices displayed or given through/at Ara-bv.nl is exclusive the statutory Value Added Tax and do not include a delivery charge if not communicated different.

2.2. The delivery charge for each order is different depended on weight and delivery-country. If we are unable to deliver your order in full and have to make more than one delivery, there will not be an additional charge for the subsequent deliveries.

3. Ordering / conclusion of contract

3.1. The ordering options available to you are via telephone, Email or our website. Please visit our customer service pages for further information.

3.2. Only persons over eighteen years of age with a residential address in their Country can place an order.

3.3. Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation. If for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If payment for an order is processed and if we have already accepted

payment for the order, this will be refunded to your account or the card which you made payment with.

3.4 Any order made and thereafter canceled by the buying party will be charged 30% cancellation costs over the value of the total order. This will be deducted from any payment made or be paid by Invoice awaiting to be received from us.

4. Delivery

4.1 Ara BV exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to an address anywhere in the world.

4.2 Ara BV endeavours to despatch orders in the fastest possible time and in the order in which they are placed following confirmation of an order payment. We aim to deliver within the shortest possible time which will be communicated then by us, depending on the amounts ordered and variable reasons this delivery time can always deviate from the expected set date.

4.3 Before you have placed your order, you will be notified of the expected delivery details. If these details are not acceptable you have the option to cancel the order.

4.4 The order is delivered by Ara BV as described on the customer service pages of Ara BV Online under "Delivery". You'll find the full text of our delivery policy through www.ara-bv.nl

4.5 For packages that cannot be delivered after several attempts, Ara BV reserves the right to charge costs for arising.

4.6 Any ordered items delivered to you will remain the property of Ara BV until payment is made in full. Only sampling will, the responsibility of keeping the items in a reasonable condition will be passed on to you following delivery.

5. Payment methods

Payment before delivery:

5.1 You can enter your payment details at the time you place your order, after the payment the production will be started.

5.2 Ara BV reserves the right to check the validity whether the address data of the purchaser is correct. We may refuse orders depending on the result of the checks.

5.3 More details in relation to payment following delivery are available through contact at www.ara-bv.nl

6. Our Liability

6.1. We accept liability for death or personal injury caused by our negligence or that of our employees and agents.

6.2. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach. Losses are foreseeable where they could be contemplated by you and Ara BV at the time you placed your order.

6.3. Ara BV is not responsible for:

indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time you placed your order, for example loss of profits or loss of opportunity; or

failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

6.4. Our total liability to you for any loss or damage arising in connection with this Agreement shall be limited to the total price of your order.

6.5. Nothing in these Terms is intended to affect your statutory rights.

7. Protection of privacy

7.1. The Dutch Data Protection Act sets out requirements for how we store and disclose your personal information. Ara BV assumes responsibility for all personal information that you make available to us. The details are used for verifying, accepting and processing delivery agreements and for managing the customer relationship thereby arising, pursuing outstanding payments, combating fraud and misuse and complying with statutory regulations. The information is also used with your consent for Ara BV's marketing activities.

7.2. You'll find the full text of our privacy protection policy at www.ara-bv.nl

7.3. Ara BV is registered as a data controller for the purposes of the Dutch Data Protection Act. Our registration number on the register of data controllers maintained by the Information Commissioner is 08178351. If you have any queries about how we use your personal information or would like to see a copy of it, please contact us by sending an email to Info@ara-bv.nl

8. Colours

If there are colour differences between the colours shown on the website on your computer and the actual colours of the garments, this may be due to the colour reproduction on your computer.

9. Guarantee

If there are defects in the goods you have purchased, Ara BV abides by all statutory guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in goods that we have supplied, including damage incurred in transit, please let us know by returning the goods to us with the provided pre-paid label.

10. Assignment

Ara BV reserves the right to assign any claims for payment that are due and have arisen in connection with goods deliveries, including any payment instalments and charges due, to third parties. Ara BV also reserves the right to pledge any due claims of the above type to third parties.

11. Severance

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

12. Ownership of rights

All rights, including copyrights at Ara BV remain with Ara BV and its subsidiaries. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Ara BV.