

# **Terms and Conditions**

## **(Azzi & Osta S.A.L.)**

*Last updated on [●]/06/2020*

These are the terms and conditions (the “**T&C**”) governing the use of this website [www.azziandosta.com](http://www.azziandosta.com) (the “**Website**”) and the agreement that operates between Azzi & Osta S.A.L., a Lebanese private joint stock company, registered at the commercial registrar under the number /1018195/and having its registered office at Beirut, Gemayze, Pasteur Street, Plot N° /342/ Medawar cadastral area , (“**Azzi & Osta**”, “**we**”, “**us**” or “**our**”) and the user of the Website (the “**User**”, “**you**” or “**your**”).

These T&C set out the respective rights and obligations of the Users and Azzi & Osta in relation to the products and/or services offered by us through this Website.

By signing or executing any document referring to these T&C, including the Privacy Policy of Azzi & Osta, the User is deemed to have accepted them and no derogation may be accepted without the express prior consent of Azzi & Osta. Azzi & Osta reserves the right to amend these T&C which are deemed to have been accepted by the User upon logging into the Website.

### **1) Use of the Website**

You agree, undertake and understand that:

- i. You may only use the Website to place legitimate and lawful enquiries and/or orders;
- ii. You may only use legitimate and lawful way of payment;
- iii. You will not make any speculative, false or fraudulent orders. If Azzi & Osta reasonably believes that an order has been made unlawfully, we shall be entitled to cancel such order and inform the relevant authorities.
- iv. You will provide correct and accurate information (including but not limited to e-mail, postal and/or other contact details) to us and acknowledge that we may use these details to contact you when deemed necessary.
- v. If you do not give us all of the required information, we may not be able to complete or proceed with your order.
- vi. You will not attempt to interfere with the Website's network or attempt to use the Website's service to gain unauthorized access to any other computer system or account.
- vii. You will not use the Website to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of Azzi & Osta or any third person or entity.
- viii. You will not use the Website to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, national or international law or regulation.

- ix. By placing an order through the Website, you warrant that you are legally capable of entering into binding contracts.

## **2) Products & Services availability**

Products and Services offered through the Website are only available for delivery to the countries enumerated on the Website page.

All orders placed on the Website are subject to availability and final approval and acceptance by Azzi & Osta. We reserve the right to change the selection of items listed on the Website and may limit from time to time the quantity of products that may be ordered by a customer in a single buying session. In the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about other similar products which you can order. If you do not wish to order such substitute products, we will refund any amount that you might have paid.

## **3) Purchase Contracts**

The contract between the User and Azzi & Osta, in respect of the purchase of a product offered on the Website, shall be formed after the User's order has been finally accepted and approved by Azzi & Osta and after the User receives the relevant Shipment Confirmation. If Azzi & Osta does not accept the User's order and funds have already been deducted from the User's banking account, the funds shall be refunded in full.

If you wish to place an order, you are required to follow the shopping process on our Website and click on the "Finalize Order" button to submit your final order. Following this, you will receive an email from us acknowledging that we have received your order (the "**Order Confirmation**"). Your order constitutes your offer addressed to us to buy one or more products from the Website. Please note that all orders are subject to our review for our final approval and acceptance, and we will confirm the order acceptance by sending you an email in this regard (the "**Shipment Confirmation**"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation. Notwithstanding the foregoing, your card or other method of payment will not be charged until your order is accepted by us and shipped. However, it may show a pre-authorization of the funds immediately upon order.

## **4) Refusal Right**

While we will make reasonable efforts to process all orders, we reserve the right to refuse to process an order at any time, at our sole and exclusive discretion even after having sent to you an

order confirmation. We will not be liable to you or any other third party by reason of our withdrawing any product from the Website, whether it has been sold or not, removing or editing any materials or contents on the Website or for refusing to process or accept an order after we have sent you the Order Confirmation.

## **5) Delivery of the Products**

Subject to availability, (See Clause 2 of the T&C), and unless there are any exceptional circumstances, we will try to fulfill your order for product(s) listed in the Order Confirmation by the delivery date set out in the Order Confirmation.

Reasons for delay could include but are not limited to:

- Customization of products;
- Special orders;
- Unforeseen events;
- Delivery area.

For the purpose of these T&C, the products shall be deemed to have been delivered upon receipt of the products at the agreed delivery address.

## **6) Risk and Ownership**

The Products will be at your own and sole risk from the time of delivery. Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the ordered and delivered products, including delivery charges, or upon delivery whichever is the later.

## **7) Pricing**

Azzi & Osta team ensures that all prices listed on the Website are updated and accurate, however material errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you in a timely manner and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to reach you, the order will be treated as cancelled and if you have already paid for the product(s) you shall receive a full refund.

We are under no obligation to sell the product(s) to you at the incorrect price even after having sent to you a Shipment Confirmation.

All prices are exclusive of shipping charges and applicable taxes if any. The total cost of the order is the price of the product(s) ordered in addition to the delivery charge and applicable taxes if any. Prices may vary at any time depending on many factors including but not limited the

exchange rate. Taxes are charged according to the shipping address of your order as required by applicable law. Shipping costs may vary depending on the shipping address of your order.

## **8) Method of Payment**

Azzi & Osta currently accepts payments with the following bank cards: Visa, MasterCard, American Express and PayPal when applicable. Azzi & Osta does not accept payment in cash.

The purchased products will only be shipped after your bank card data and/or your PayPal account details have been verified and accepted and Azzi & Osta has received the charging authorization from your bank. The charge will in any case be made only after dispatch of the products ordered.

When you place an order on the Website, the applicable amount will be entirely and immediately debited from your card. Whereas, in the case of a pre-order, /50/% of the applicable amount will be immediately debited from your card and the remaining /50/% will be locked on your card but will not be debited until the products are dispatched.

## **9) Exchanges policy:**

You hereby understand that you only have /14/ (Fourteen) days from delivery date to exchange your order.

In this case, you should be aware that you are under an obligation to take reasonable care of the product(s) that are in your possession and to return the product(s) in the same condition as received.

Exchange is limited to exchange for the same product, of a different size or color.

## **10) Alteration**

The price of the products excludes all costs in respect of alterations. Any requests for alterations must be made known within /14/ (Fourteen) days from delivery date. You understand that any further work may come at an additional cost and be completed only when and if possible.

## **11) Limitation of Liability**

While Azzi & Osta makes its best efforts to include accurate and up to date information on the Website, it makes no warranties or representations with respect to the content. Azzi & Osta shall not be liable in any manner for direct, indirect, incidental, consequential, loss of data, income or

profit, punitive damages and/or claims of third parties resulting from the use of or inability to use the information and/or the products offered on the Website or any damages arising out of or in connection with the use of the Website.

Furthermore, Azzi & Osta assumes no responsibility and shall not be liable for any damages to or viruses that may damage your computer equipment or other property on account of your access to, use of or browsing in the Website or your downloading of information from the Website.

Azzi & Osta is not responsible for the content of any website linked to or from the Website. Linking to any other website is entirely at your own risk. While Azzi & Osta may provide links on the Website to other sites, the inclusion of such links is solely for the convenience of the User. Azzi & Osta makes no representations and disclaims all warranties as to the accuracy and legality of any materials or information contained on such websites.

## **12) Intellectual Property**

You understand and accept that all information, data, text, software, music, sound, photographs, graphics, audio, video or other material appearing on the Website are the exclusive property and ownership of Azzi & Osta. You are expressly prohibited from using any content without the express written consent of Azzi & Osta. None of the material may be reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or copied in any form or by any means, without the prior written authorization of Azzi & Osta.

## **13) Termination**

You agree that Azzi & Osta may terminate or suspend your access to and use of the Website if Azzi & Osta reasonably believes that you have violated or acted inconsistently with the provisions of the present T&C, or violated the rights of Azzi & Osta, or any third party, with or without serving you notice. You agree that Azzi & Osta may modify or discontinue providing you access to the Website, with or without serving you notice. You agree that Azzi & Osta will not be liable to you or any third party as a result of such modification or discontinuation.

## **14) Applicable Law and Competent Jurisdiction**

Any Dispute, controversy or claim arising out of or in connection with these T&C, or the breach, termination or invalidity thereof, shall be settled under the exclusive jurisdiction of the court of the Republic of Lebanon. The applicable law shall be the Lebanese laws.

**15) Force Majeure**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed that is caused by events outside our control. A force majeure event shall include any act, event, outbreak of a pandemic disease, omission or accident beyond our reasonable control.

**16) Notices**

All notices given by you to us should be given to us preferably via the contact details provided on our "Contact Us" section. We may give notice to you at either the e-mail or address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our Website, 48 hours after an e-mail is sent, or three days after the date of posting of any letter.

**17) Severability**

If any provision of these T&C is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that these T&C otherwise remain in full force, effect and enforceable.

**18) Waiver**

No failure or delay by Azzi & Osta to exercise any right or remedy provided under these T&C or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19) Rights and Remedies**

The rights and remedies provided under these T&C are in addition to, and not exclusive of, any right or remedies provided by law.

**20) Variation**

No variation of the T&C shall be effective unless it is in writing and signed by Azzi & Osta.

## 21) **Enquiries and Feedback**

Azzi & Osta welcome your enquiries, comments and feedback via the contact information details provided on our "Contact Us" section.