

TERMS & CONDITIONS

COMPANY INFORMATION

Realign Denim

Sterrenbos 14

6718 GP Ede

The Netherlands

www.realigndenim.com

info@realigndenim.com

IBAN: NL37 INGB 0009 4549 14

Chamber of Commerce: 68070292

VAT: NL001250215B41

Realign Denim is a registered trademark and is part of Robin Denim.

GENERAL

This website is operated by Realign Denim. Throughout the site, the terms “we”, “us” and “our” refer to Realign Denim. Realign Denim offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

FORMATION OF CONTRACT AND ORDERING

All orders submitted by you are subject to acceptance by us. We may choose not to accept your order and reserve the right not to deliver for any reason without any liability to you. Examples of when we may not accept your order include, but are not limited to, incorrect stock level shown on site at the time of receiving the order, incorrect price displayed on the site or if we are unable to authorize your payment.

Once we have received your order you will receive an automatic email confirming your order. Please note that the confirmation e-mail is only an acknowledgement that we have received your order and not a binding acceptance of your order. A binding contract is formed when we send you a shipping confirmation email.

Realign Denim does not guarantee that all items included on the site are in stock at the time of your order. In the event that an item is unavailable you will be contacted shortly by email. Realign Denim cannot guarantee that the content on the page is free of inaccuracies or typographical errors at all times. Neither can we guarantee that all information is up-to-date and Realign Denim may at any time amend the content of the site. Realign Denim holds the right to change prices, correct incorrect prices on all orders and will give you the option of placing a new order with the correct price or canceling your order.

We reserve the right to limit the quantities of Realign Denim products that we supply, and/or to refuse any order that is unusual or placed in bad faith. In addition, we reserve the right to refuse any order from a client with whom there is a dispute concerning the payment of a previous order. All attempts at fraud will be reported to the police and Realign Denim reserves the right to cancel the purchase if any suspicion is raised.

DISCLAIMER REGARDING PRODUCT INFORMATION

Realign Denim has the right to adjust prices, involve additional cost and change product information, such as product pictures and offers without notice. The product images and information texts available reflect the product as much as possible but we reserve the right for any errors that may appear on the page and cannot guarantee that all pictures accurately reflect the true appearance of the products. We cannot guarantee that colors on the website will be true to life. This depends partly on the color settings of your display.

PRICES

Prices on the site are in EURO (€). Customers visiting the site from countries with other local currencies than the ones offered, will be billed in EUR (€) and the final price charged to your account or credit card will be calculated in accordance with the applicable exchange rate on the day your bank or credit card company processes the transaction and according to their rates. Realign Denim has no control over these rates and do not take responsibility for any potential exchange rate differences or exchange fees levied by your bank.

Prices do not include delivery charges, unless otherwise stated. All prices shown on the site include VAT. Please note that in some countries outside of EU, additional duties may be payable to your local authorities on receipt of your delivery. You will be responsible for the payment of any such import duties and taxes. Realign Denim has no control over these charges and cannot predict their amount. For further information we suggest you contact your local customs office before placing your order. Taxes and duties incurred on refused packages are not covered by Realign Denim.

Realign Denim may vary the prices of products listed on the site at any time and without any notice but such changes will not apply to products in respect of which you have been sent a dispatch confirmation. If you have been charged the wrong amount in the web store, Realign Denim will give you the option to place a new order with the correct price or cancelling your order. Realign Denim however reserves the right to cancel your order prior to dispatch should we find that the price is incorrect. In such case we will notify you by email. We are under no obligation to provide goods to you at an incorrect lower price, even once we have sent a shipping confirmation to you, if the pricing error is obvious and unmistakable and could have been recognised by you as an error.

PROMOTIONS

Promotion codes are limited to one time per customer and cannot be combined with other offers, if not otherwise explicitly stated. Promotion codes and offers are only valid within the explicitly set time or as far as we have stock and not applicable to previously placed orders.

DELIVERY

Realign Denim ships worldwide, using the network of PostNL, DHL, UPS or another suitable and reliable courier company. For specific shipping information please refer to the “Shipping” section at realigndenim.com/shipping.

When your order leaves our warehouse you will receive a tracking number via email which you can use to track your order. At any time, you can check the status of your package using the link in the shipping notification. Unclaimed packages will be returned to us. For all unclaimed packages you will be debited all fees in connection with both delivery and the return delivery, including any taxes and duties.

Realign Denim insures each purchase during time in transit until it is delivered to you. Orders outside of the Netherlands require a signature upon delivery, at which point responsibility for the shipment passes to you. If you have specified a recipient other than yourself for delivery purposes, you also accept that signature by the third party is sufficient proof of delivery and fulfilment by Realign Denim.

Goods will be dispatched on regular working days, Monday to Friday. All shipments will be done at least once a week, but we aim to dispatch all orders within 3 days. Delivery times are provided as guidelines only, and do not take into account possible delays caused by payment authorization, stock availability, customs clearance processes, faulty delivery information or any other unforeseen activities. Please note that the following delivery charges do not include import costs (such as taxes or import duties) that may be due when packages reach the country of destination.

RETURN AND EXCHANGE POLICY

Following the statutory right of withdrawal (as outlined below for EU countries), Realign Denim has a 14 days return period. Any returns must be shipped/postmarked within 14 days of reception. Realign Denim shall as soon as possible, if under the jurisdiction of our return policy, refund you what you have paid for the returned item, or exchange the item. Upon reception of the returned item, we control the goods prior to processing the refund or exchange. Refunds are made either to the original

purchaser's credit card or bank account and take 5-10 business days to show up on your account, from the time they have been authorized by Realign Denim.

When returning a product you are obliged to keep the product in the same condition as when delivered. You must not have used the product, however you have the right to investigate the condition the product was in when delivered. All original packaging, price labels etc. shall be returned with the product without having been tampered with. If damage or harm is caused to a product while investigated the product does not qualify for the return policy. For specific information about 'how to' return a product, please refer to the "return" section at realigndenim.com/return.

EXCHANGES

Purchased items are exchangeable into a different size. All exchanges are based on stock availability and are shipped to you free of charge. Should you be interested in an alternative size or style, please return your item(s) to us and simply purchase the new piece separately at realigndenim.com. For countries outside of EU, taxes and duties may apply which will not be covered by Realign Denim. Since tax and import duties vary from country to country, we cannot provide an exhaustive list of applicable rules. Instead, we ask you to turn to your local customs authorities for more information.

DEFECTIVE PRODUCTS

If the product is damaged or does not correspond with how the product was presented on the site you have the right to enter a claim. Please contact info@realigndenim.com as soon as you discover the fault, but no later than 7 days after reception. We will first try to see if it is possible to repair or remedy the fault. If this is not possible then we will replace the product. If we are unable to replace the product or remedy the fault then we will refund the money. If you can send a photograph of the damage/error this will speed up the process. When we have received the product and approved the claim you will be informed and a new product along with compensation return-shipping costs will be sent to you, or we will refund you for the product and the return-shipping costs.

EXCHANGE AND REFUND CHARGES

All orders are fully refundable, but Realign Denim is not responsible for the shipping costs returning the item. The customer is obliged to pay for and arrange the return shipping of the item(s). Please note that any potential customs duties and sales taxes are non-refundable through Realign Denim. In the unlikely event of receiving a damaged item upon arrival, caused by a third party such as the shipping company, or a production error, please notify REALIGN DENIM by sending an email to

info@realigndenim.com regarding the issue within 3 days after delivery, to apply for a full refund including return shipment, or exchange with full refund of return shipment.

STATUTORY RIGHT OF WITHDRAWAL (EU CUSTOMERS)

As a customer within the European Union, you have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good or piece of your order.

To exercise the right of withdrawal, you must inform us - Realign Denim, info@realigndenim.com - of your decision to withdraw from this contract by an unequivocal statement by email.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days upon receipt.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We will withhold reimbursement until we have received the goods back.

You shall send back the goods without undue delay and in any event not later than 14 days upon receipt. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, such as trademarks and copyright, on the site and in the material published on it are owned by or licensed to Realign Denim and its affiliates. You are authorized to use this material only for personal, non-commercial purposes. Any use of the site or its content, including copying or storing such content in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Realign Denim. You may not modify the material in any way, without the prior written permission of the copyright owner. For press inquiries, please contact info@realigndenim.com.

USER CONTENT

The Realign Denim website may include user generated content, e.g. from social media applications and/ or other third-party products or services. Realign Denim does not claim any ownership in rights in such content (images, photos, videos, etc.) and take no legal responsibility for it. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

In case you suspect a violation of copyright, or any other right, or otherwise are offended by such content, please contact our customer service.

PRIVACY

Realign Denim collects, processes and controls personal information such as, but not limited to, name, address, phone number, email and IP-address, according to our Privacy Policy. The collection, processing and controlling of personal information is done in order to provide you with correct information, deliver your order and fulfil the agreement you enter with Realign Denim upon ordering, to provide the best possible service and user experience and to comply with the legal obligations Realign Denim faces as a registered company.

Realign Denim also uses cookies, pixel tracking and site analytics tools on the site to understand user behaviour and preferences on the site and continuously improve our products, service and user experience. The use of cookies, pixel tracking and site analytics is done according to the Privacy Policy. You may at any time reject or delete these cookies and opt out from being tracked by pixels or site analytics.

By visiting the site, being close to ordering or ordering products or services from Realign Denim or contacting Realign Denim you agree to the Privacy Policy. At any time, you may refer to our Privacy

Policy to review how and why any personal information is collected, stored and processed and for instructions on how to revoke any given consent as well as request the deletion, correction or transfer of personal information.

By completing an order from realigndenim.com you agree to receive promotional information or newsletters from Realign Denim containing information about new products, campaigns, offers and events related to your order. You may at any time withdraw this consent and unsubscribe from the newsletter by clicking "*unsubscribe*" in the footer of any such newsletter.

TERMINATION

Realign Denim reserves the right to terminate your account and/or use of the site at its sole discretion. For example if Realign Denim suspects that you have in any way breached the Terms and Conditions. Such termination can be made without prior notice.

LIABILITY

Realign Denim responsibility for errors in connection to delivery is limited to existing conditions of sale, as stated in these terms. Realign Denim bears no direct or indirect responsibility for example, but not limited to, incompatibility, delivery delays, downtime, data loss, additional work or other economic harm.

Part of the services mediated through the site are maintained by outside organizations. Where Realign Denim acts as an agent for such services, we cannot be held responsible for any errors resulting from their activities. Realign Denim cannot be held responsible for any damage caused from using, or not being able to use, the site. Realign Denim cannot guarantee a problem-free, uninterrupted, and secure access to the site. The site may contain links to other website beyond our reach. We cannot be held liable for content or privacy policies of such sites.

FORCE MAJEURE

We have the right to assert force majeure in the event of war, warlike event, civil war, revolution, government sanction, strike, lockout, blockade, natural disaster, pandemic or the like. This means that the agreement will not need to be fulfilled in part or in full. Should this, contrary to expectation, occur, we would attempt to notify you. Under such circumstances, Realign Denim will attempt to resolve all issues in a timely manner.

GOVERNING LAW

These Terms and Conditions any separate agreements are compiled in accordance with Dutch law. To the extent permitted by law, Dutch courts will have exclusive jurisdiction over any dispute under this agreement. The laws of your country may differ from the Netherlands and there may be additional legal requirements to use this website. You must comply with all applicable local and international laws and regulations regarding your use of our site.

LAST UPDATE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

These Terms and Conditions were last updated on *8-8-2021*.

CONTACT INFORMATION

Questions about the Terms and Conditions should be sent to us at info@realigndenim.com.