

# JSC “LeMuse LT” Ecommerce Store Policy

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY FOR FUTURE REFERENCE. COPY OF DOCUMENT (PDF) IS PROVIDED AT THE END OF THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THE “LEMUSE” WEBSITE AND BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MAY NOT USE OR ACCESS THIS WEBSITE. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND PLEASE FEEL FREE TO E-MAIL ANY INQUIRY TO US AT [lemuse@lemuse.eu](mailto:lemuse@lemuse.eu).

THESE TERMS AND CONDITIONS APPLY TO BUYERS (NATURAL PERSONS/ CONSUMERS) ONLY. FOR BUYERS (LEGAL ENTITIES) INDIVIDUAL RULES APPLY BETWEEN BUYER AND SELLER (CONTRACT) AND IF THESE RULES HAVE NOT BEEN AGREED ON, THEN THE CIVIL CODE OF THE REPUBLIC OF LITHUANIA IS APPLIED, WHICH REGULATES STANDARD PURCHASE-SELLING RELATIONS BETWEEN BUSINESSES. UNLESS OTHERWISE AGREED ON, FOR BUYERS (LEGAL ENTITIES) DO NOT APPLY RIGHTS AND GUARANTEES WHICH ARE PROVIDED TO CONSUMERS IN CIVIL CODE OF THE REPUBLIC OF LITHUANIA (FOR EXAMPLE, RIGHT TO RETURN THE GOODS IN 14 DAYS PERIOD).

“LEMUSE” RESERVE THE RIGHT TO REVISE THESE TERMS AND CONDITIONS.

## **GENERAL RULES**

The purchase of goods is limited to parties that lawfully can enter into and form contracts on the website under the law. This means that if you are an individual, you must be 18 years or older to purchase any goods via the website and by offering to purchase any goods you represent to us that you 18 years of age or older. To register, you must provide your real name and surname, e-mail, delivery address, phone number, etc.

By making an offer to buy any goods, buyer specifically authorize seller to transfer information (including any updated information) or to obtain information about buyer from third parties from time to time, including but not limited to buyer's credit card number or credit reports, to authenticate buyers identity, to validate buyers credit card, etc.

## **PURCHASE OF GOODS**

The order is considered having been received only after the seller receives the payment for the ordered goods (including delivery costs). Upon receipt of the payment, a contract for the supply of goods has been concluded between the buyer and the seller. We undertake to fulfill the accepted order, unless we can not fulfill it for reasons beyond our control, including: (i) we do not have the ordered goods at the warehouse and we can not produce them within a reasonable time due to reasons beyond our control (for example, there is no possibility to purchase the necessary materials); (ii) circumstances of force majeure occur that last for more than 3 calendar days; (iii) delivery of goods (postal or courier) is out of service and the situation lasts for longer than 3 calendar days. We undertake the responsibility to immediately inform you and return the money received for the order (including delivery costs) by transferring them to the same payment account from which the payment order was initiated or in the same manner as was used for the payment of the goods (in the case of non-bank transfer).

The description and the price of the goods will be as indicated on the website.

## **COLORS**

We cannot guarantee that colors in the website are fully equivalent to the items actual colors. This depends partly on the color settings of your computer, smartphone, tablet or monitor.

## **PAYMENT & PRICES**

We accept the following payment methods\*:

- PayPal;
- Credit cards;
- Paysera (also Webmoney, CashU, SafetyPay, International transfers, etc.);
- Direct bank transfers.

*\*Please note that depending on a country in which you live all these payment methods can be available for you or only some of them.*

Payment will be debited and cleared from your account before the dispatch of the goods to you.

Shipping costs will be added to your order.

The price of the goods and delivery charges are inclusive of VAT but please take a note that orders to countries outside the EU may be subject to additional VAT, import duties and/or taxes, which are levied once your package reaches your country. "LeMuse" ships your package according to Incoterm Delivered Duty Unpaid (DDU), which means we do not collect VAT, duties and/or taxes on orders to countries outside the EU and we cannot predict what your particular charges may be. If you do incur any such additional charges they must be rendered in order for your package to clear customs. Please contact your local customs office for more information.

## **SHIPPING**

All orders are fulfilled at our head office in Vilnius, Lithuania within 5 business days after receiving the paid order. We operate from Monday to Friday and not on public holidays (find them [here](#)). If we don't have your ordered item in stock – it can take up to 15 days to prepare the garment for you, as we make every item individually. But in all cases we do our best to prepare and ship it as soon as we can.

When your order is placed we will send you a preliminary confirmation. Once your package is shipped we will send you an email with final confirmation.

Products to Lithuania we ship via courier (direct home delivery) or parcel machines (delivery to the selected parcel machine) services.

Products to the European Union (EU) and other countries we ship by registered Lithuanian priority post ([www.post.lt](http://www.post.lt)), courier delivery service (direct home delivery) or parcel machine service (delivery to the selected parcel machine).

Shipping terms: Lithuania – up to 2 business days; European Union (EU) – up to 6 business days; other countries – up to 10 business days (possible customs handling can add days to expected delivery dates).

## **“LEMUSE” GIFT CARDS**

"LeMuse" Gift Cards can be purchased at our website and sent to you or your friends and family. These are available in varying amounts and can be found by clicking [here](#). "LeMuse" Gift Cards can be purchased online at our web-shop ([www.lemuse.eu](http://www.lemuse.eu)) and in "LeMuse" boutique (find address [here](#)). Please note, that Gift Cards cannot be used for purchases at our partners stores.

## **EXCHANGES AND REFUNDS**

During 14 days following the delivery of your order, you may request the exchange or refund of items. We would like to note that the replacement of goods is possible only when desired goods that you want to change are in stock. In the absence of desirable goods, the money will be returned to the buyer. Returns will only be accepted if the goods are in perfect condition. "LeMuse" cannot accept returns where the mentioned requirements have been breached.

The money for the item (in the case of a return) is refunded or the new item (in case of a change) is

sent within 14 days of the date of receipt of your written request for the return or replacement of the item, but not before we receive the returned item or before you provide us with a written evidence that it was sent to us. In the event of a refund of the item, the money received for the item, including the cost of our cheapest, regular delivery, is refunded by transferring it to the same payment account from which your order payment was initiated or in the same type of payment method used to pay for the goods (in case of non-bank transfer).

The buyer is responsible for returning the returned goods to LeMuse. The buyer must return us the goods or send them to us no later than within 14 days of notice of the intention to return the purchased item on the day of submission. We do not refund goods in case of a lost shipping. Delivery fees for returning goods are paid by the customer. However, in case of a replacement, LeMuse will not be charging for delivery charges, i.e. new item will be sent using LeMuse account sending it by the cheapest regular delivery method (if you would like to send it in another way, then we will ask you to cover additional costs of such a transfer).

The buyer must return the goods to the address specified in the "LeMuse contacts" section of these rules.

### **EXCHANGE OF FAULTY GOODS AND REFUNDS (WARRANTY)**

If the product you have purchased does not meet the quality requirements (specified in the legal acts and/or these terms and conditions and/or the other document concluded between us) and you have used the product in accordance with our recommendations and the usual requirements for the relevant products, then you have bought the product of inappropriate quality, You have right:

- to exchange the product with a good quality product, unless the defects are minor or their arose as a result of buyer's fault;
- that purchase price would be accordingly reduced;
- that the seller free of charge, within a reasonable time period, would address product deficiencies or compensate the reasonable costs for the buyer to fix them if defects can be eliminated;
- that we refund the price paid, when the sale of the item of inappropriate quality is substantial agreement violation.

The money for the product is refunded or the new product is sent within 14 days of Your written request for the return or exchange of the product and the date of returning the product to us. We refund the cost (corresponds to the cheapest regular shipping cost) of returning the product. We will refund the money by transferring it to the same payment account from which your order payment was initiated or in the same type of payment method used to pay for the goods (in the case of non-bank transfer).

The buyer must return the goods to the address specified in the "LeMuse contacts" section of these rules.

You have the right to use the right to warranty specified in this part of the terms and conditions within two years from the date of delivery of the product to you.

### **UNCOLLECTED ORDERS**

Shipping costs will not be refunded for uncollected items.

### **SALE**

The terms and conditions applies during sales periods also.

### **COPYRIGHT PERMISSION NOTICE**

Copyright provided in this site (including, without limitation, the trademarks of "lemuse.eu", logos, graphics, texts, photos, design, icons, images, data and software trade marks) are owned by or licensed to "LeMuse". You are authorized to use this material only for personal, non-commercial purposes. You may download, print and store copies of this material for your own personal, non-commercial use. You may not charge anyone for use of the material and you may not publish, transmit or otherwise distribute the material to others without prior written consent from "LeMuse".

You may not modify the material in any way, without the prior written permission of the copyright owner.

If you have any questions kindly email us on [lemuse@lemuse.eu](mailto:lemuse@lemuse.eu).

## **DISCLAIMER**

We do not guarantee that all the items available at the "LeMuse" web shop are in stock at the time of your order. Unable to complete the order, we will contact you by phone or by e-mail. We will offer you to buy another item or we will immediately refund you the full amount received (including delivery costs).

"LeMuse" may at any time change the content of the site.

Part of the services mediated through the site are performed by external organizations. In situations where "LeMuse" act as agent for such services, we cannot be held responsible for any errors resulting from their activities. "LeMuse" cannot be held responsible for any damaged caused from using the site or not being able to use the site. "LeMuse" cannot guarantee a problem-free uninterrupted and secure access to the site.

Hyperlinks on this website may refer to websites of third parties for which security "LeMuse" takes no responsibility. "LeMuse" does therefore no information on the websites of third parties are correct.

## **OUT-OF-COURT DISPUTE RESOLUTION**

If you are not satisfied with prepared "LeMuse" answer to Your written claim, You can make a request/complaint for the purchased goods in "LeMuse" web shop to the State Consumer Rights Protection Authority (Vilniaus str. 25, Vilnius 01402, e-mail: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt), phone: (85) 262 67 51, fax: (85) 279 1466, website [www.vvtat.lt](http://www.vvtat.lt)) - or fill in an application form at EGS [platform](#).

## **APPLICABLE LAW**

The terms and conditions must be applied and interpreted in accordance with the laws of the Republic of Lithuania, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Disputes which cannot be resolved by negotiation and out-of-court dispute resolution can be subject to judicial review in accordance with the rules of the Republic of Lithuania of code of civil procedure.

## **„LEMUSE“ CONTACTS**

You can find our contacts [here](#).

## **AMENDMENTS TO THE TERMS AND CONDITIONS**

We reserve the right to make changes to our website's terms and conditions. You will be subject to the terms and conditions in force at the time that you order products from us. If any of these terms and conditions shall be considered void, is invalid or for any reason impracticable, that condition will be treated as separate and in any way will not affect your order status.

If you have any questions kindly email us on [lemuse@lemuse.eu](mailto:lemuse@lemuse.eu).

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