

General Terms and Conditions of Purchase and Use

1. Introduction

These General Terms and Conditions of Purchase and Use ("Terms") govern your purchase and use of products or services ("Products") from GOODY WINTER CO.,LTD. ("Company," "we," "our," or "us"). By purchasing or using our Products, you agree to these Terms. Please read them carefully.

2. Purchase and Payment

2.1 Orders: All orders are subject to acceptance by us. We reserve the right to refuse or cancel any order at our discretion.

2.2 Payment: Payment must be made using the methods specified at the time of purchase. You agree to provide accurate and complete payment information and authorize us to charge the applicable amount to your payment method.

2.3 Pricing: Prices for Products are as stated at the time of purchase and may be subject to change. Any changes will be communicated to you before completing your purchase.

3. Delivery

3.1 Shipping: We will deliver Products to the address specified in your order. Delivery times are estimates and not guaranteed. We are not responsible for delays beyond our control.

3.2 Risk of Loss: Risk of loss or damage to Products passes to you upon delivery to the specified address.

4. Returns and Refunds

4.1 Return Policy: Returns are subject to our return policy, which may be specified at the time of purchase or on our website. You must follow our return procedures to receive a refund or exchange.

4.2 Refunds: Refunds will be processed according to our refund policy. The method of refund will be the same as the original payment method unless otherwise agreed.

5. Use of Products

5.1 Permitted Use: You agree to use the Products only for their intended purpose and in accordance with any applicable laws and regulations.

5.2 Restrictions: You may not modify, reproduce, distribute, or create derivative works from the Products without our express written permission.

6. FORMALISING THE CONTRACT

The information set out in the Conditions and the details contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any items shall exist between us and you until your order has been accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you must follow the online purchasing procedure and click on "Authorise payment" to submit the order. After doing so, you will receive an email from us confirming receipt of your order (the "**Order Confirmation**"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to purchase one or more items from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the item has been dispatched (the "**Delivery Confirmation**").

The contract for the purchase of an item between us (the "**Contract**") will only be formed when we send you the Delivery Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Delivery Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of those items has been confirmed in a separate Delivery Confirmation

These Conditions and the Contract constitute a written agreement between us, and a copy of the Conditions will be accessible by you through a link attached in the e-mail with the Order Confirmation.

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the Customer Service], as well as exercising the right of rectification contemplated in our Privacy

Policy through dataprotection@zara.com. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, by clicking on "Contact Us".

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

12. SERVICE AVAILABILITY

Delivery service for the articles offered on this website is available in Thailand only.

13. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

14. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts through said website shall be governed by the Thai law.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Thai courts.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

15. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following: i. Strike, lockout or other forms of protest.

ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war. iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

iv. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private.

v. Inability to use public or private telecommunication systems.

vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

vii.Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

16. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested through the contact form.

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