

Terms

The present Terms and Conditions govern the terms of use of the website www.thehealthyparashop.com regarding the purchase of products (“Products”) and services (“Services”) offered herein. This Website is operated by **The Healthy Parashop**, a Lebanese company incorporated in Lebanon, registered before the commercial register of Achrafieh represented by its Chairman Fady Kehde - General Manager, with its principal address located in Achrafieh, facing Lycee Franco-Libanais.

By accessing the Website, you agree to be bound by these Terms and Conditions. We reserve the right to change or modify the Terms and Conditions at any time with no prior notice. Always review the Terms and Conditions prior to using the Website to make informed decisions. If you do not agree to follow these Terms and Conditions, please do not access, register with, or use this Website. For more information please Email us on info@thehealthyparashop.com

Eligibility To Place Orders

In order to be able to place orders and receive purchased Products and Services, you must be a legally capable person having the right, power and authority to contract under the applicable Lebanese laws.

Reservation Of Rights

Our display of the Products and Services on the Website is subject to stock availability.

We reserve the right to decline orders placed by persons with whom there is a dispute over the fulfilment or payment of a previous order or have otherwise failed to comply with these Terms and Conditions.

We reserve the right to recover the cost of goods, collection charges and lawyers’ fees from persons fraudulently using the Website. We also reserve the right to initiate legal proceedings against such persons for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms and Conditions.

Prices

The prices indicated on the Website are in LBP and include all taxes applicable in the Republic of Lebanon. At any point, delivery charges are indicated separately in the [purchase order/check out cart]. All prices, delivery fees and charges listed on the Website are final and may not be negotiated. We reserve the right to change the prices, delivery fees and charges at any time without prior notice. However, you are responsible to pay the price of the Products and/or Services and delivery charges that were displayed on the website at the time you placed and validated your order.

Payment

The payment method is cash on delivery. This means that when you chose to pay, you must make the payment concurrently with the receipt of the purchased Product(s) or Service(s); failing such concurrent payment no delivery of the Product(s) or Service(s) may be completed.

Any discount or other promotional offers made from time to time are strictly subject to the individual terms and conditions with which they were issued, which may include, amongst other things, eligibility of use, order value or quantity and selected items. The discount may, upon our sole discretion, exclude certain brands and/or Product(s) of which you may only purchase at the original listed price.

Delivery Terms

We deliver across Lebanon either directly through our delivery team or through courier professionals to the delivery address indicated in the [Purchase Order/My Account - address information form].

Ordered Products are expected to be delivered within [0 to 3] business days from the day you receive an order confirmation email, except during high seasons or exceptional situation where delivery might be subject to delays. Orders are exclusively delivered from Mondays to Saturdays during normal working hours from 9 am to 6 pm. We may contact you to inform

you of the delivery date and approximate time. Delivery charges if any, are indicated separately in the [purchase order/check out cart]. Delivery of the ordered Product(s) may be acknowledged by signing the delivery document either directly by the person who placed the order or another adult present at the delivery address and who is able to present an identity card.

Cancellation, Return And Exchange

You may not cancel your order, return or exchange the Product(s) you received. We will only process cancellations, returns and exchanges if the product is defective.

Use Of Products And Services

Products and Services offered on the Website are for your personal and private use. You agree not to use the Products or Services for any commercial, business, distribution or re-sale purposes. We may at our sole discretion restrict ordering to a maximum of five (5) pieces of any individual Product and reserve the right to cancel any orders which are suspected of being purchased for re-sale, distribution or other business activity.

Passing Of Property And Risk

Property and risk of the Products and Services ordered will be transferred to you once you have made full payment of the price(s), taken physical delivery of such Products and Services and produced a signature acknowledging receipt. You will assume risk of the Products and Services ordered once such Products and Services have been delivered to the address specified on the order you have placed. We accept no liability for undelivered Products or Services if you provide an incorrect or invalid delivery address and/or fail to collect the Products or Services from the delivery address. We assume no risk in the event of Products or Services ordered and delivered are lost by a third party which has either been authorized by you to accept the Products or a courier commissioned by you to deliver the Products, once they have been delivered to them.

No Liability

Except as expressly set forth in these Terms and Conditions, we make no representation or warranty including any implied warranty of merchantability or fitness of a Product or Service for any particular purpose. Under no circumstances can we be held liable for indirect or unforeseeable damage, which include, but not limited to, financial and commercial damage, such as loss of business, operating loss or loss of profits, loss of earnings, loss of contracts or orders or loss of customers.

Use of the Website and Personal Information

All rights used or represented on the Website shall remain our exclusive property and cannot be reproduced, disseminated, sold, marketed or used for any purpose other than the personal use of the persons who access it. Access to the Website is provided on an "as is" basis, accessible according to its availability and with no guarantee. The Website is used at your sole risk. We do not warrant that:

- the Website, its content and Products or Services offered shall meet your expectations
- the Website will be uninterrupted and free from all errors, or
- the Website does not contain any viruses.

Computerized records are maintained in our systems under reasonable conditions of security as evidence of communications, orders and payments.

Intellectual Property Rights

The Products and Services displayed on our Website contain graphic, visual and textual elements and illustrations (the "Intellectual Property Rights"), all protected by copyrights, rights on the image, rights on models or trademark rights, and are owned by us or by third parties. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo or mark in any manner.

To the extent possible, we identify the owners of these Intellectual Property Rights in the Product or Service description. Any omission as to such Intellectual Property Rights is unintended and the right to use, represent or reproduce the Products or Services shall remain the property of its owner. Likewise, any references on this Website to any names, marks, or services of third parties are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or service.

Your Representations And Warranties

By accessing or using the Website, including purchasing any Products or Services through the Website, you represent, warrant, understand and agree:

- that you have the legal age, right, authority, and capacity to abide by these Terms and Conditions to accept, comply with, and be bound by these Terms and Conditions.
- that the information you are providing through the Website is true, complete and accurate.
- that you comply with all applicable Lebanese laws, rules and regulations concerning your access to and use of the website and your purchase of the Products and Services.

Modification Of Terms And Conditions

We reserve the right to modify these Terms and Conditions. Any modification of these Terms and Conditions will be effective once published on our Website. These Terms and Conditions constitute the entire agreement between you and us and govern your use of our Website and your purchase of our Products and Services.

Severability Of Terms And Conditions

If any of the provision of these Terms and Conditions is held to be illegal or unenforceable, the other provisions of these Terms and Conditions shall not be affected and shall remain in full force and effect.

Independent Contractor Relationship

These Terms and Conditions will not, in any manner, establish any relationship of partnership, joint venture, employment, franchise, distribution or agency between you and us. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party is authorized to act as an agent or representative of the other or for or on behalf of the other party in any capacity other than as expressly set out in the Terms and Conditions. No Waiver of Rights, no delay, indulgence or omission in exercising any right, power or remedy provided by these Terms and Conditions or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.

Indemnity

You agree to defend, indemnify and hold harmless TheHealthyParashop, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to us or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations hereunder or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

Language

These Terms and Conditions are produced in English which shall be the language of the Website.

Governing Law And Settlement Of Disputes

These Terms and Conditions are governed and shall be interpreted in accordance with the laws of the Republic of Lebanon. Disputes arising in connection therewith shall be subject to the jurisdiction of the competent Lebanese courts.

If you have any queries about the above Terms and Conditions, please contact us on our

Email: info@thehealthyparashop.com