

# TERMES & CONDITIONS

## BUSINESS INFORMATION

Les belges BV  
Meerlaarstraat 84  
2430 Laakdal  
Belgium

info@lesbelges.com  
0032-486-71 26 86

Enterprise number 0634.954.971

### ARTICLE 1: GENERAL PROVISIONS

The e-commerce website les beges, a 'BV' with its registered office at Meerlaarstraat 84, 2430 Laakdal, Belgium, VAT BE 0634-954-971 (hereinafter les belges) provides its customers with the option of buying products from its webshop. These General Terms and Conditions ("Terms") are applicable to all orders placed by a visitor to this e-commerce website ("Customer"). When placing an order via the webshop of les belges, Customer must explicitly accept these Terms, whereby Customer agrees to the applicability of these Terms with the exclusion of all other conditions. Additional Customer conditions are excluded, except when explicit accepted beforehand in writing by les belges

### ARTICLE 2: PRICE

All prices listed are expressed in EURO, always include VAT and all other required duties or taxes that the Customer must bear. Any shipping, reservation or administration fees that are charged must be specified separately. The specified price refers solely to the articles as set out in writing. The accompanying photos are intended as decorative and may contain elements that are not included in the price.

### ARTICLE 3: AVAILABILITY

Despite the fact that the online catalogue and e-commerce website are assembled with the utmost care, it is still possible that information may be incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the product selection are not binding for les belges. With respect to the accuracy and completeness of the provided information, les belges is solely bound to obligation of means. Les belges is in no way liable in event of obvious material or printing errors. If the Customer has specific questions about for instance sizes, colour, availability, delivery terms or method, we ask the Customer to contact our customer service department in advance. The product selection is valid while stocks last and may at any time be changed or withdrawn by les belges. Les belges cannot be held liable for the non-availability of a product. If an offer is for a limited duration or subject to conditions, this will be explicitly stated in the offer.

### ARTICLE 4: ONLINE PURCHASES

The customer has the option to purchase the items from the les belges range online. The items will be delivered at the address indicated in the confirmation email. The Customer may choose between the following payment methods

by credit card

via bank transfer to account number BE22 7360 1733 2247

les belges is entitled to refuse an order pursuant to a serious breach on the part of the Customer with respect to their orders.

## **ARTICLE 5: DELIVERY AND PERFORMANCE OF THE AGREEMENT**

Items ordered through this webshop are delivered in Belgium, the Netherlands, Algeria, Andorra, Argentina, Armenia, Australia, Bahrain, Brazil, Bulgaria, Canada, Canary Islands, China, Cyprus, Denmark, Germany, Estonia, Finland, France, Greece, Hungary, Hong Kong, Ireland, Iceland, Italy, Japan, Jordan, Kuwait, Croatia, Latvia, Lithuania, Luxembourg, Malta, Morocco, Monaco, New Zealand, Norway, Austria, Poland, Portugal, Romania, Russia, Saudi Arabia, Singapore, Slovenia, Slovakia, Spain, Czech Republic, Tunisia, Turkey, United Kingdom, United States, South Africa, Sweden, Switzerland.

Delivery is made by bpost, dpd, ups or dhl depending on the weight of the order and the country to be shipped to. We strive for the shortest possible delivery time, which can vary from 1 to 2 days in Belgium or a week to other countries. Prices depend on weight and country and can be found when processing your order.

Unless otherwise agreed or expressly stated otherwise, the goods will be delivered to the Customer's residence within 30 days of receipt of the order. However, we strive for the fastest possible delivery.

Any visible damage and / or qualitative shortcoming of an article or other shortcoming in the delivery, must be reported immediately by the Customer to les belges.

The risk of loss or damage is transferred to the Customer as soon as he (or a third party designated by him, who is not the carrier) has physically taken possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by les belges.

## **ARTICLE 6: RETENTION OF TITLE**

Delivered articles remain the exclusive property of les belges until the moment the Customer pays for the goods in full. If necessary, the Customer undertakes to inform third parties of the retention of title belonging to les belges, e.g. to anyone who would attempt to seize articles that are not fully paid for.

## **ARTICLE 7: RIGHT OF WITHDRAWAL**

The provisions of this article apply solely to Customers in their capacity as consumers purchasing articles online from les belges

The Customer has the right to withdraw from this agreement within a period of 14 calendar days without giving reasons. The right of withdrawal period will expire 14 calendar days after the date when the goods were physically received by the Customer or a third party indicated by the Customer that is not the carrier.

To exercise the right of withdrawal, the Customer must notify les belges, meerlaarstraat 84, 2430 laakdal, [info@lesbelges.com](mailto:info@lesbelges.com), 0032 486 71 26 86, in an unambiguous statement (e.g. in writing by post, fax or e-mail) about their decision to withdraw from the agreement. The Customer may use the attached template withdrawal form, but it is not obligatory. To comply with the withdrawal period, the Customer must send a notification of their decision to exercise the right of withdrawal before the withdrawal period has expired.

In any event, the Customer has no later than 14 calendar days from the day that they notify les belges of their decision to withdraw from the agreement to send back or hand over the goods to les belges, meerlaarstraat 84, 2430 laakdal. The Customer is on time if they have sent back the goods before the period of 14 calendar days has expired.

The direct costs for returning the goods shall be borne by the Customer.

If the returned product is reduced in value in any way, les belges is entitled to hold the Customer liable and demand compensation for each depreciation in value of the goods that are due to the Customer's use of the goods that goes beyond what is necessary in order to determine the nature, characteristics and operation of the goods.

Only articles that are returned in the original packaging, along with all accessories, instructions and invoice or sales receipt can be returned.

If the Customer withdraws from the agreement, les belges shall repay all payments received from the Customer up until that time including standard shipment costs with a maximum of 14 calendar days of the date that les belges was notified by the Customer of their decision to withdraw from the agreement. For sales agreements, les belges may wait on the reimbursement until all the goods have been sent back, or until the Customer has demonstrated that he has sent back the goods, whichever is earliest.

Les belges shall repay the Customer using the same means of payment as the Customer used in the initial transaction, unless the customer explicitly agreed otherwise. In any case, the Customer will not be charged any costs in connection with such repayment.

#### **ARTICLE 8: GUARANTEE**

The consumer has certain legal rights under the Act of 21 September 2004 concerning protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date of delivery to the first owner. These rights remain in force irrespective of any commercial guarantee. To make a claim under the guarantee, the Customer must provide some proof of purchase. Customers are advised to retain the original packaging used for the goods. For articles purchased online and are delivered to the home of the Customer, the Customer must contact the les belges customer service and to return the product at their own expense to les belges. Upon detection of a deficiency, the Customer must inform les belges as soon as possible. In any case, any deficiency must be reported by the Customer within two months of detection. Hereafter, all rights to repair or replacement are voided. The (commercial and/or statutory) guarantee are never applicable when there are deficiencies that arise as a result of accidents, neglect, falls, use of the product inconsistent with the purpose for which it was designed, failure to follow the operating instructions or manual, modifications or alterations to the article, rough usage, poor maintenance, or any other abnormal or incorrect use. Deficiencies that manifest after a period of six months from date of purchase, or where applicable upon delivery, shall be deemed to not be hidden deficiencies, subject to contrary evidence provided by the Customer.

#### **ARTICLE 9: CUSTOMER SERVICE**

les belges customer service can be reached at phone number +32 486 71 26 86, via e-mail at [info@lesbelges.com](mailto:info@lesbelges.com) or by mail at the following address Meerlaarstraat 84, 2430 Laakdal, Belgium. Any complaints can be made through the aforementioned customer services contact methods. Les belges has endorsed the regulations of the UNIZO e-commerce label. These regulations are available on [www.unizo.be/e-commerce](http://www.unizo.be/e-commerce), where you can also go to settle complaints or disputes out of court via the UNIZO complaints procedure. You can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

#### **ARTICLE 10: PENALTIES FOR NON-PAYMENT**

Without prejudice to the exercise of any other rights that les belges is entitled to, the Customer owes interest at a rate of 10% per year on the non-paid amount in the case of non or late payment starting ipso jure on the date of the breach of contract and without notice. Furthermore, the Customer shall owe ipso jure a flat-rate compensation and without notice 10% of the pertinent amount, with a minimum of 25 euro per invoice. Without prejudice to the foregoing, les belges is entitled to take back the unpaid or incompletely paid for articles.

#### **ARTICLE 11: PRIVACY**

The responsible party for processing information, Les belges BV (meerlaarstraat 84, 2430 laakdal, 0032 486 71 26 86, [info@lesbelges.com](mailto:info@lesbelges.com)) respects the Belgian law of 8 December 1992 regarding the

protection of privacy in the processing of personal information. The personal information you share with us is used only for the following purposes: the processing of the order, sending of newsletters, and advertising and/or marketing purpose. You have a statutory right to access and eventually correct your personal information. Subject to proof of identity (copy of identity card), you may receive a free paper record of your personal information by sending a written, dated and signed request to les belges, meerlaarstraat 84, 2430 laakdal, Belgium. If necessary, you can also request the correction of information that is inaccurate, incomplete or irrelevant. We treat your information as confidential and shall not communicate, rent or sell it to third parties. The Customer is responsible for maintaining the confidentiality of their login information and the use of their password. Your password is stored in encrypted form and thus les belges has no access to your password. les belges saves online (anonymous) visitor statistics in order to determine which webpages are accessed on the internet website and to what extent. If you have any questions about this privacy statement, please contact us at [info@lesbelges.com](mailto:info@lesbelges.com)

#### **ARTICLE 12: USE OF COOKIES**

When you visit the website, "cookies" may be stored on the hard disk of your computer. A cookie is a text file that is placed by the server of a website via the browser on your computer or on your mobile device when you access a website. Cookies cannot be used to identify individuals. A cookie can only be used to identify a device. You can set up your internet browser so that cookies are not accepted, or that you receive a warning when a cookie will be installed, or that the cookies will be deleted later from your hard drive. To do so, you must change the settings of your browser settings (via the help function). Keep in mind that in doing so you may prevent certain graphic elements from appearing correctly or prevent you from using certain applications. If you use our website, you agree to the use of cookies.

#### **ARTICLE 13: INVALIDATION - NON-RELINQUISHMENT**

If any provision of these Terms is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions. Failure at any time by les belges to enforce any of the rights set out in these Terms, or to exercise any equivalent right, shall never be deemed as a waiver of such provisions and will never invalidate these rights.

#### **ARTICLE 14: PROOF**

The Customer accepts that electronic communications and backups shall serve as furnishing of proof.

#### **ARTICLE 15: APPLICABLE LAW - JURISDICTION**

Belgian law is applicable with the exception of the stipulations of private international law with respect to applicable law and with the exception of the Vienna Convention on the International Sale of Goods. Unless the Customer is a consumer, only the courts of the antwerp district, RPR Antwerpen, section Turnhout, have jurisdiction in the case of any disputes.

## **Appendix 1: withdrawal form**

Dear Customer, you should only complete this form and return it should you want to withdraw from the agreement.

To les belges BV, meerlaarstraat 84, 2430 Laakdal, [info@lesbelges.com](mailto:info@lesbelges.com)

I/We (\*) hereby inform you that I/we (\*) want to withdraw from the agreement concerning the sale of the following goods/delivery of the following service (\*):

Ordered on (\*)/Received on (\*):

Name/Names of consumer(s):

Address of consumer(s):

Signature of consumer(s) [only when this form will be submitted on paper]:

Date:

(\*) = strike out what is not applicable.