

The e-commerce site www.belgiancompany.com (the 'Site') are online site selling clothes and accessories under the 'Belgian Company' brand (the 'Product') which belong to BVBA Belgian Company, whose registered offices are at Molenstraat 121, 2547 Lint, Belgium, company registration no.: BE 0628.798.837, tel. +32475 59 94 80.

Internet users wishing to buy Belgian Company products are referred to in these General Terms and Conditions as 'the customer'.

By ordering any product offered on the site, the customer is presumed to have consulted the General Terms and Conditions as set out in Article 2 and accepted them expressly.

Validating an order form is deemed to be equivalent to an electronic signature which has the same value between the parties as a written signature and serves as evidence that the order is complete and proper and that the amounts due may be claimed in performing that order.

Article 1 - Scope of application

The present General Terms and Conditions govern the rights and obligations of the parties arising out of the online sales of products offered on sites belonging to Belgian Company BVBA, Belgium. Although the sites are aimed at Belgium and abroad (E.U. and non-E.U.), Belgian Company provides all its services from Belgium, and the contract between the parties will be deemed to be performed in Belgium, dispatching to different countries.

These General Terms and Conditions apply to all products sold via the sites, and prevail over any and all other terms and conditions on the part of Belgian Company or the customer. They may not be varied without Belgian Company's express prior consent in writing.

Article 2 - Capacity in law and Acceptance

Anyone wishing to buy products from Belgian Company must have capacity to act in law. Should anyone be declared without capacity, they may not buy any products on Belgian Company's site and so acquire the capacity of customers. They must then purchase via their lawful representatives.

The customer accepts these General Terms and Conditions expressly by clicking on a tick or putting a cross against the words "By clicking "Buy" I acknowledge that I have an obligation to pay for this item and agree with the general terms & conditions".

The customer has been able to download and print these General Terms and Conditions.

Article 3 - Products

Products Belgian Company offers are those as they appear on the sites at the time the customer implements their order subject to those products being available.

Belgian Company agrees to make every effort to deliver all orders.

Belgian Company cannot however be held liable for products not being available or for any losses which might arise as a result. Should one or more products in an order not be available, Belgian Company will inform the customer via e-mail or in writing that it has cancelled his or her order wholly or in part or split it.

Should products be found to be unavailable and the Customer is informed of this but they have already paid for their products, Belgian Company will ask its bank to refund the amount paid immediately, informing the customer by e-mail accordingly. How fast the refund is actually made depends on how the customer chose to pay when making their purchase. If they paid by credit card, the refund will appear on the next following monthly statement for that credit card. Should the customer find the refund is taking an abnormal length of time, they are advised to contact their bank.

Belgian Company will in any case make the refund within 30 days.

All products offered for sale on sites are described in good faith and conscientiously and as accurately as is possible; but the photographs on the website are of no contractual value whatsoever. Belgian Company cannot accept any liability for any errors which may appear in the descriptions of the products or photographs, including slight variations in colors and dimensions.

Article 4 - Prices and Invoicing

Prices are those as shown on sites at the moment the customer places their order.

Prices stated during the purchasing process are expressed in euros and include VAT and administrative costs unless expressly stated otherwise.

Product and service prices do not include transport costs: these will be charged separately, and the customer must pay them in addition to the purchase price. Any discount the customer is allowed will be deducted from the price separately.

Belgian Company bvba reserves the right to vary selling prices and transport costs at any time, although the products purchased and costs will always be invoiced at the prices as stated in the e-mail which confirms the order. These are the prices that applied at the time of purchase, provided the products were available.

The customer agrees to Belgian Company bvba sending its invoices electronically; but if the customer would like a hard copy invoice, they can simply request one via the contact form.

Products will remain Belgian Company's property until such time as the customer pays for them in full, i.e. until they pay the purchase price and costs in full.

Article 5 - Payment methods

Purchases can only be paid for online, by Visa, MasterCard, Maestro, Bancontact/Mister Cash, Paypal and via direct banking (iDEAL for the Netherlands, SOFORT for Germany). The Customer's bank account will be debited once the purchase has been confirmed, and payment will not take effect until such time as the customer's bank has given its consent to Belgian Company bvba. Should the customer's bank refuse payment, the order will be refused automatically.

The customer warrants they are authorised to make payments by one of the payment methods as stated above, and that there are sufficient funds in the bank account linked to the credit card to cover all the costs arising out of the transaction, failing which Belgian Company bvba may refuse the order.

Belgian Company bvba uses [Mollie BV](#) to handle payments online. Whereby [Mollie B.V.](#) takes care of financial transaction. [Mollie B.V.](#) is a pioneer in the field of secure payments online, and the security system it uses is one of the most secure and reliable in the world. Belgian Company bvba has no access to its customers' confidential payment details, nor does it keep them.

Belgian Company bvba reserves the right to refuse any order from a customer with whom it is in dispute or who has brought a dispute in the past. Belgian Company bvba may also refuse an order should the customer not have paid for a previous order, wholly or in part.

Article 6 - Ordering Products

Notwithstanding any evidence the customer may have in writing, it is expressly agreed that data registered in Belgian Company's IT systems, those of its hosting partners or Internet payment partners alone shall constitute evidence of the communications, the content of the orders and the entire transactions which have taken place between the parties.

To place an order, the customer goes to the heading of their choice, chooses the color and size they wish to receive and then click on 'ORDER'. This puts the article selected in the 'shopping cart'. The customer can correct their order as long as they are in the 'shopping cart'. If the customer wishes to confirm their order, they must select a delivery and payment method. The total amount that must be paid is stated clearly throughout the whole of the billing process. Once the payment process is completed, the order is now final and cannot now be changed.

The customer will be sent an initial e-mail confirming their order once they have made their purchase in any case. They will then get a second e-mail when their order is dispatched.

All contractual details of the order will be communicated to the customer in the language the customer chose when they registered at the time they confirmed their order.

Article 7 - Deliveries

When confirming their order, the customer can choose delivery to a given address (home, work, or other). Also for international transport we have chosen to work with bpost (bpack World).

Should the customer opt for delivery to a given address, Belgian Company bvba will do its best to ensure that that order is dispatched to that address within a few days of confirming the order. When the order is shipped the customer will receive a tracking code. The carrier will attend that address between 08.00 and 18.00 on working days and will hand over the package(s) to the addressee or anyone else present at that address. If no-one is there, a message will be left in the mailbox of the address stated which can be used to ask for another attempt to deliver, either to the same address or to another address or to one of bpost's collection points.

Should the customer fail to arrange for redelivery within three weeks of confirming the order, or should they be out when that redelivery is made, the order will be returned to Belgian Company bvba automatically, who will then contact the customer to arrange for the order to be delivered, in which case the customer may be asked to pay additional delivery costs.

Products ordered will be delivered to the delivery address as stated by the customer during the ordering process and then subject to the terms and conditions described therein.

Belgian Company bvba reserves the right to split orders into one or more deliveries as products are available. Each delivery will be notified by e-mail. Deliveries will be accompanied by a delivery note which also gives details of the goods delivered.

Should a delivery go missing during the delivery process, and the provisions of this article are complied with, Belgian Company bvba will send a new shipment entirely at its expense if the product is still available or refund the value of the order including transport costs. The risks of loss and/or damage pass to the customer on delivery.

Article 8 - Right to revoke and returns

Unless the sites expressly state otherwise, the customer may notify Belgian Company bvba within 14 calendar days of receiving the product that they wish to exercise their right to revoke without being liable to pay any damages on that account and without having to give any reasons.

Should a customer notify Belgian Company bvba that they wish to revoke their contract to buy, they must do so within 14 calendar days of receiving the product as above.

If the product has already been delivered to the customer, the customer can exercise their right to revoke via the [Contactform](#).

The right to revoke in respect of products delivered only applies provided the product is also actually returned within seven calendar days of the customer notifying Belgian Company bvba that they wish to revoke their purchase. Belgian Company bvba will be aware of this as soon as the customer has completed the [return document](#) in full. The product revoked must be sent back as new in its original packaging, in perfect condition and accompanied by the original hangtags and original sales invoice (of which the Customer retains one copy) and a completed [return document](#). Any returns for which the sender cannot be identified will be refused. After the seven calendar days, Belgian Company bvba can no longer accept returns and will return them to the sender. Returns must be sent to the address below, which is also stated clearly on the [return document](#).

Belgian Company bvba
Molenstraat 121
2547 Lint
Belgium

The costs and risks involved in returns will be borne by the customer.

Purchases will be refunded within 30 calendar days of Belgian Company bvba receiving returns in good time, provided all conditions as specified above have been strictly complied with. Under no circumstances can the amount repaid ever exceed what the customer actually paid.

Such refunds will be made as follows:

If a customer has paid for their order by credit card, having examined the products returned, the credit card the customer used to pay for the products returned will be credited, less the sums due or the sales vouchers or discounts used to pay for the order. The customer will be refunded in accordance with the procedures agreed with the bank which issued the card. If the customer paid for their order by some other form of payment, the refund will be made by being credited to the

bank account number they stated on the return voucher.

Items on sale or "Last Chance" cannot be exchanged or returned.

[DOWNLOAD RETURN FORM](#)

Article 9 - Statutory warranty

Belgian Company bvba warrants that the products offered for sale do not suffer from any visible or latent defects which render the product impossible or dangerous to use.

This warranty is without prejudice to the statutory rights the customer has under their national legislation.

The customer is guaranteed against any non-compliance which exists when a product is delivered and which manifests itself within two years of being delivered. This two-year period will be suspended for as long as it takes to repair or replace the product or should Belgian Company bvba and the customer be involved in negotiations with a view to settling matters amicably.

Customers must contact Customer Service should they wish to invoke this warranty immediately, and must notify Belgian Company bvba of the non-compliance via Customer Service in writing in any case within two months of discovering the defect.

They must get in touch via the contact form which can be found under the 'Contact' contact and follow the instructions on screen. The report will then be sent to Customer Service automatically; they can also be reached at info@belgiancompany.com.

Under no circumstances does the warranty apply to products which are damaged intentionally or by the customer's negligence; nor does it apply if the damage is due to sleet, transport or incorrect use.

Customers can contact Customer Service if they have any queries as to the warranty.

Article 10 - Intellectual property rights

All elements (referred to hereinafter as the 'Elements'), including texts, the database with all data published on the website, the layout and graphic design of the web pages, the sales catalogue, photos, images, video and music on the sites are protected by copyright, database rights, trademark rights, patent rights and all other forms of intellectual property rights worldwide, and thus remain the exclusive property of Belgian Company bvba. They may not therefore be copied, published, imitated or used in any other way in any form whatsoever without Belgian Company's prior consent in writing. Such consent must be obtained in writing, unless Belgian Company itself has made it possible to share certain elements via social networks, in which case consent will be limited to the specific elements and social networks for which Belgian Company has made it possible to share them. Any infringements of this will be pursued in the courts.

Article 11 - Liability

Belgian Company bvba cannot under any circumstances be held liable for any losses suffered directly or indirectly (loss of use, loss of profits, loss of opportunity etc.) arising out of using the sites or of their being unavailable. It cannot be held liable for any damage to the customer's

systems incurred through visiting the sites including being hacked or computer viruses.

Belgian Company bvba cannot be held liable for any errors which may be in photographs or text used in describing products on sites.

Belgian Company bvba cannot be held liable for not delivering orders because products are out of stock or for reasons beyond its control, including circumstances of force majeure, including disturbances of or suspension of transport, post or communications services, in the event of flood or fire, accidents or damage inherent in using the network.

In any cases where Belgian Company bvba is or could be held liable, Belgian Company's liability will be limited to the amount the customer actually paid for the order concerned.

Article 12 - Disputes and governing law

Should any disputes arise between the parties concerning the agreement, the courts of the judicial district of Antwerp will have exclusive jurisdiction to hear the case.

The agreement between the parties is governed by Belgian law.

Article 13 - Contact and settlement of disputes

Should they have any queries concerning their purchases, customers can contact Belgian Company bvba via the contact form available in the 'Contact' section of the Sites. Belgian Company bvba warrants it will offer customer answers within five working days.

Article 14 - Varying General Terms and Conditions of Sale and Nullity

Belgian Company bvba may vary the present General Terms and Conditions at any time, including to comply with its statutory obligations. Changes notified via the Website will apply to all subsequent offers and orders.

Belgian Company bvba reserves the right to vary the design and content of its website at any time. Customers are entirely at liberty to deactivate their accounts if the General Terms and Conditions or the layout or content of the website are changed. They can do this by going to the "My Account" section of the sites and then clicking on "Account information".

Should any court decision result in any of the article(s) or paragraph(s) of the present General Terms and Conditions being null and void or unenforceable, that will not affect the validity or enforceability of the other articles and paragraphs of the present General Terms and Conditions or the agreement between the parties.

Article 15 Privacy policy - Protecting personal life and processing personal data

In using this site, you agree to accept the provisions of this privacy policy. Whenever you furnish information via this site, you agree to that information being gathered and used subject to this privacy policy.

Personal data obtained via this website are processed by Belgian Company bvba, Molenstraat 121, 2547 Lint, Belgium conform GDPR (General Data Protection Regulation). Information that

you provide when placing an order or sending a message will be processed by CCV Shop. CCV Shop ensures a level of security that matches the data to be processed and takes adequate measures to protect data against loss or any form of unlawful processing. For example, standard use is made of a secure SSL connection.

We warrant that we will only use this data to manage the service, after-sales services and to send you information. You can call up your data and correct it and refuse to allow us to use your data to send you information. All you have to do is to request this in writing to the address above or to info@belgiancompany.com (with each newsletter the addressee has the possibility to unsubscribe).

USING COOKIES

Cookies are little data files which are stored on your computer's hard disk automatically when you visit a site, and which have a unique ID no. These cookies may make it easier to access the site and navigate and use it faster and more efficiently. They can also be used to customize the site to suit your personal preferences. Cookies can be used to analyse how a site is being used to identify any stumbling points and remove them.

Since June 2012, as an owner of an online store, we are required by European law to notify visitors when we want to place cookies, for example to track surfing behavior. Cookies may only be placed with customer consent. Online stores do not require consent for cookies necessary to operate services or an online store, such as files tracking the contents of a shopping cart.

We have activated a cookie law plugin displayed at the bottom of our website. It is up to customers to accept/decline cookies. In the latter case, the cookies in question will be blocked.

Actual news updates on EU cookie law can be found on this website http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm