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Terms & Conditions B2C

Article 1 — Definitions

- <u>Entrepreneur</u>: The legal entity that offers the product to the consumer, being Aulino BV, Samenwerkingsstraat 30, 2845 Niel VAT number: BE 0745.872.986 , Phone number: +32 (0) 471 21 03 50 Website: www.bouw-outlet.be
- <u>Reflection period</u>: The term within which the consumer can make use of his right of withdrawal.
- <u>Consumer</u>: The natural person who is not acting for purposes related to his trade, business, craft or profession.
- <u>Day</u>: Calendar day.
- <u>Durable data carrier</u>: Any tool, including e-mail, that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that facilitates future consultation or use during a period that is appropriate for the purpose for which the information is intended, and which allows unaltered reproduction of the stored information.
- <u>Right of withdrawal</u>: The option of the consumer to renounce the agreement within the reflection period from a distance.
- <u>Distance agreement</u>: An agreement concluded between the seller and the consumer within the framework of an organized system for the distance sale of products, whereby exclusive or partial use is made of techniques for distance communication up to and including the conclusion of the agreement.
- <u>Force majeure</u>: Any circumstance beyond the control of the parties that prevents the fulfillment of obligations in whole or in part.

Article 2 — Application area

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer. These terms and conditions do not apply to customers who place their order in their capacity as merchants or for any professional use. If you want to purchase goods as a trader or for commercial or professional purposes, the general terms and conditions B2B that can be found on the website of the entrepreneur apply.

Before the distance contract is concluded, the text of the general terms and conditions will be made available to the consumer electronically. The general terms and conditions can be easily stored by the consumer on a durable data carrier. If this appears to be not reasonably possible, the entrepreneur will send the general terms and conditions to the consumer free of charge as soon as possible at the request of the consumer before the agreement is concluded.

Article 3 — The offer

The possible period of validity of the offer is stated in the offer itself.

The offer contains a complete, accurate description of the products offered so that the consumer can make a good assessment of the offer. The offer also clearly states for the consumer what rights and obligations are attached to the acceptance of the offer.

All images used by the entrepreneur are true representations of the products, the consumer must take into account any minor color differences that may exist between the image and the product itself.

Article 4 — The agreement

The agreement is concluded at the moment of acceptance of the offer and the fulfillment of the corresponding conditions. This is always done electronically.

The entrepreneur will always confirm the acceptance of the offer electronically via an order confirmation. As long as the consumer has not received such confirmation, the consumer can dissolve the agreement.

The entrepreneur will also make the following information available to the consumer no later than upon delivery in a way that it can be easily stored by the consumer on a durable data carrier:

- The price including all taxes of the product, delivery costs and manner of delivery or performance of the distance contract.
- The address of the entrepreneur where the consumer can go with complaints.
- The modalities of the right of withdrawal that the consumer can use or a clear statement of the exclusion of the right of withdrawal.
- If the consumer has a right of withdrawal, the model form for withdrawal.

Article 5 — The right of withdrawal

The consumer has a cooling-off period of 14 calendar days to dissolve the distance contract without giving reasons. The entrepreneur can ask the question about the reason for dissolution, but cannot oblige the consumer to do so.

This reflection period starts on the day after the consumer – or a third party designated by him – has received the purchased good.

If the consumer has ordered several products in the same order, the reflection period starts on the day after the consumer has received the last product. If the entrepreneur has pointed this out to the consumer before the ordering process, the entrepreneur can refuse the delivery of several products on different delivery days.

The consumer is obliged to handle the product and packaging with care during the reflection period. He will only unpack or use the product to the extent necessary to determine the characteristics of the product. The basic principle here is that the consumer may inspect the product as he would in a shop. The consumer is only responsible for a decrease in value of the product that arises from the use of the product other than described above. The consumer is not responsible for depreciation of the product if the entrepreneur has not provided all legal information about the right of withdrawal to the consumer before the conclusion of the agreement.

If the consumer makes use of the right of withdrawal, he will report this to the entrepreneur within the reflection period via the model form for withdrawal.

The consumer then returns the goods to the entrepreneur as soon as possible, but no later than 14 days after the notification of withdrawal. To the extent possible, the consumer returns the product in its original condition and in the original packaging in accordance with the instructions of the entrepreneur.

Costs associated with returning the product are the responsibility of the consumer. The risk during the return of the product lies with the consumer. The burden of proof and the risk for the correct and

timely return of the product lies with the consumer.

After receipt of the notification of withdrawal, the entrepreneur will send a confirmation of receipt electronically to the consumer.

The entrepreneur reimburses all payments from the consumer within 14 days following the day that the entrepreneur has received the notification of withdrawal from the consumer or until he has received the product or until the consumer demonstrates that he has returned the product.

Products that are custom-made by the entrepreneur, in other words, products that are manufactured according to the consumer's specifications, are explicitly excluded from the right of withdrawal. The entrepreneur will make this clearly known to the consumer before the distance contract is concluded.

Products that are irrevocably mixed with other products after delivery due to their nature are explicitly excluded from the right of withdrawal. The entrepreneur will make this clearly known to the consumer before the distance contract is concluded.

Article 6 — The price

The price stated in the offer of the entrepreneur is expressed in euros and includes all taxes, VAT and taxes. In addition to the price, a shipping cost is charged that is clearly described in the offer.

Article 7 — Warranties

The entrepreneur guarantees that the product complies with the agreement, the specifications stated in the offer and the legal provisions that apply on the date of the conclusion of the agreement.

Article 8 — Delivery

The place of delivery is the address that the consumer has provided to the entrepreneur.

The delivery cost is clearly indicated with the product before the order is placed.

Deliveries only take place in Belgium. If the delivery address is located in another country, a specific, separate delivery cost will be charged.

The product is delivered within a period of 10 working days following receipt of the order confirmation by the consumer.

The delivery only includes the delivery of the product to the curb.

The risk of the delivery lies with the entrepreneur until the moment of delivery to the consumer or a third party designated by him.

Deliveries are made by the entrepreneur himself or by a logistics partner. The logistics partner of the entrepreneur responsible for the delivery will depend on the ordered product and the size of the order.

The entrepreneur is not responsible for late delivery or non-delivery by the logistics partner. Empty packaging will never be taken back by the entrepreneur.

Article 9 — Payments

The purchase is only final once payment has been received by the entrepreneur.

Orders without valid payment in the name of the registered cardholder will not be accepted or processed. Approval by the card issuer must be received by the merchant for credit or debit card payments. If this approval is not given, the entrepreneur cannot be held responsible for delays in delivery or non-delivery.

The transactions are encrypted with SSL technology so that a secure online payment and the security of the consumer's personal data can be guaranteed. SSL connections can be recognized by the 'lock' in the lower status bar of the browser.

The entrepreneur accepts the following means of payment: Visa, Mastercard, Bancontact.

Article 10 – Complaints and responsibility

Complaints about the implementation of the agreement must be reported to the entrepreneur with due speed after the consumer has established the defects. To this end, the consumer must contact the customer service of the entrepreneur on telephone number: +32 (0) 471 21 03 50 or by e-mail infobouw@bouw-outlet.be. All contact details can be found on the website www.bouw-outlet.be.

If the delivered product was damaged during transport, does not correspond to the product stated on the delivery note or does not correspond to the ordered product, this must be reported to the entrepreneur within a period of 3 days after receipt of the product. After the expiry of this period, any complaints on this basis will become inadmissible.

The entrepreneur is not responsible for loss or damage when using the product. Except when it concerns a hidden defect of the product, processing of the product always means its acceptance.

The responsibility of the entrepreneur is limited to direct, personal damage suffered and can never exceed the purchase price of the product.

Submitted complaints will be answered by the entrepreneur within a period of 14 days from receipt of the complaint.

Article 11 – General terms

Only Belgian law applies to agreements between the consumer and the entrepreneur. In case of a dispute, only the courts of Antwerp are competent.

Additional or deviating provisions of these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in a way that the consumer can easily store them on a durable data carrier.

In the event of force majeure - including but not limited to strikes, business failures, network failures or unavailability of the site - the entrepreneur is not obliged to fulfill his obligations. In the event of force majeure, the entrepreneur can suspend his obligations or dissolve the agreement.