

# General Terms and Conditions - Sales



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## Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. Entrepreneur: misswizz.be
2. Consumer: the natural person who is not acting in the exercise of professional or business and enters into a distance contract with the entrepreneur;
3. Distance contract: an agreement whereby in the context of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement, exclusive use is made of one or more means of distance communication;
4. Technology for distance communication: means that can be used for the conclusion of an agreement, without the consumer and entrepreneur simultaneously in the same area have come together;
5. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
6. Right of withdrawal: the possibility for the consumer to waive the distance contract within the cooling-off period;
7. Day: calendar day;
8. Duration transaction: a distance contract relating to a series of products and / or services, of which the delivery and / or purchase obligation is spread over time;.

## Article 2 - Identity of the entrepreneur

MissWizz, Female and Unisex Urinals

Acting under the name: misswizz.be

Establishment address:

Kloosterstraat 52

9120 Beveren

Belgium

Phone number: +32 486 14 54 10

Reachability:

By phone from Monday to Friday from 09:00 to 18:00

E-mail address: info@misswizz.be

Company number: 0768547430

VAT number: BE0768547430

Account number: BE89 9733 6806 1985

BIC: ARSPBE22

### **Article 3 - Applicability**

1. These general conditions apply to any offer from the entrepreneur and any agreement reached at a distance between entrepreneur and consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer.

### **Article 4 - The offer**

1. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images these are a true reflection of the products and / or services. Obvious mistakes or errors in the offer will not bind the entrepreneur.
2. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
  - The price including taxes;
  - the possible costs of delivery;
  - the method of payment, delivery or implementation of the agreement.

### **Article 5 - The agreement**

1. The contract is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the conditions thereby stipulated.

### **Article 6 - Right of withdrawal upon delivery of products**

1. When purchasing products, the consumer can terminate the agreement without giving any reason to dissolve for 30 days. This period commences on the day following receipt of the product by or on behalf of the consumer.
2. During this period the consumer will handle the product and packaging with care. The consumer will only unpack the product to the extent necessary to judge whether he wishes to keep the product. If he uses his right of withdrawal, he will return the product unused with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

### **Article 7 - Costs in case of withdrawal**

1. The consumer has a 30-day cooling-off period. Within this period, the consumer can return the item for free without paying shipping costs. Condition only valid for individuals within EU, and business customers within Benelux, France and Germany. Individuals outside the EU and business customers outside the above countries can return free of charge subject to payment of shipping costs.

### **Article 8 - Exclusion of right of withdrawal**

1. If damage to the product has been caused by the consumer, neither the item nor shipping costs will be refunded.

### **Article 9 - The price**

1. During the period mentioned in the offer, the prices of the products and / or services are not increased,

except for price changes due to changes in VAT rates.

2. Products whose prices are subject to fluctuations in the financial market or raw material prices, or on which the entrepreneur has no influence, may fluctuate in price.
3. The prices mentioned in the offer of products are in Euro, including VAT.

#### **Article 10 - Compliance and Warranty**

1. The entrepreneur guarantees that the products and / or services meet the contract, the specifications listed in the offer, the reasonable requirements of reliability and / or usefulness and the date of the conclusion of the agreement existing legal provisions.
2. As imposed by the legal requirements, the products are also subject to a statutory warranty. If a product does not comply with the agreement, the buyer must inform the seller within 5 days following delivery. The possible compensation for this can never exceed the invoiced/paid amount to the buyer. This means that in case of defects or faults in the product up to 2 years after delivery, this good will be repaired or replaced free of charge.
3. Normal or ordinary wear and tear, unintentional or deliberate changes made to the product by the buyer, or the inability to present an invoice cannot validate the warranty.

#### **Article 11 - Delivery and performance**

1. The place of delivery is the address that the consumer has made known to the company.
2. The entrepreneur will execute accepted orders with convenient speed but at the latest within the agreed delivery time unless a longer delivery time has been agreed. If delivery is delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this at the latest one month after the anticipated delivery date. The consumer in that case has the right to terminate the contract without penalty.
3. In case of dissolution in accordance with the previous paragraph, the operator will refund the amount paid by the consumer as soon as possible, but at least within 30 days after dissolution.
4. Any costs, taxes, customs and import duties as well as form requirements associated with deliveries outside Belgium shall be borne entirely by the buyer.

#### **Article 12 - Loss and damage due to shipping**

1. The seller cannot be held responsible for the damage, theft or loss of goods during shipment. The vendor shall make every effort to package the goods as well and as securely as possible. The Buyer is obliged to check the condition of the delivered goods when they are handed over by the transport company. If the packaging of the delivered goods has been opened and/or damaged, the buyer must notify the transport company and mention this on the shipping note at the time of acceptance. Each package can be tracked online using a unique barcode. In the event of problems with the receipt of the sent package, the customer can contact the carrier by mentioning this barcode.

#### **Article 13 - Payment**

1. The buyer pays the price of the good(s) with shipping costs before it is sent to the address given.
2. For payment can be chosen from the following options: payments via Bancontact, Credit Card, Sofort, iDeal, and PayPal. For none of these payment options are costs charged to the buyer.
3. In case of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs previously announced to the consumer. On all sums not paid within 7 days after the invoice date, interest will be due by right and without prior notice of default at 12% per month, calculated from the invoice date.

#### **Article 14 - Complaints**

1. The entrepreneur makes every effort to describe the items on the web shop as accurately as possible and to deliver the quality products within the delivery period. If the consumer still has a complaint, the consumer can contact the entrepreneur via [info@misswizz.be](mailto:info@misswizz.be).
2. Complaints will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a

message of receipt and an indication when the consumer can expect a more detailed answer.

3. In case the complaint is not satisfactorily resolved by the entrepreneur, the consumer can contact BeCommerce to file a complaint. In extreme cases, the consumer can appeal to the Dispute Commission of BeCommerce. <https://www.becommerce.be/consumenten>

#### **Article 15 - Amendments to the general conditions**

1. The entrepreneur reserves the right to modify and/or supplement the General Terms and Conditions at any time for future orders.
2. By using the Entrepreneur's Website and/or placing an order, the Consumer accepts these General Terms and Conditions as well as all other rights and obligations as stated on the Website.

#### **Article 16 - Intellectual property**

1. The female and unisex urinals are intellectually protected designs. Copying the appearance or having it copied by third parties is punishable.
2. The website, logos, texts, pictures, names and in general all our communications are protected by copyright. It is prohibited to copy or reproduce drawings, photos names, texts, logos color combination, ect.. without prior and express written consent of the entrepreneur.

#### **Article 17 - Liability**

1. The entrepreneur cannot be held liable for injuries, accidents or damage arising from the use of his products.

#### **Article 18 - Disputes**

1. Contracts between the entrepreneur and the consumer to which these general conditions relate, are exclusively governed by Belgian law. In the event of a dispute between the parties (of whatever nature), only the courts of the district of Antwerp are competent to take cognizance of the dispute.