

GENERAL TERMS AND CONDITIONS SALES

Article 1 – The identity of the enterprise

Name: d-Art

Legal form: public limited liability company

Seat: 2280 Grobbendonk, Bannerlaan 40d, Belgium

Enterprise number: 0867353709

VAT identification number: BE 0867.353.709

Register of legal entities: Turnhout

Article 2 – Relevancy

These terms and conditions apply to every offer of the enterprise and every agreement between the enterprise and the customer.

Article 3 – Agreement

The agreement is official once the enterprise has confirmed the order of the customer. Each offer comprises all necessary information so that the customer clearly knows what their rights and obligations are that come with the offer.

Article 4 – Right of revocation and its terms and conditions

1. The customer has the right to revoke its purchase up until fourteen days after the purchase. The customer has the right to do this without having to pay a fine and having to give up a reason. This cooling-off period starts on the day after the item has been delivered to the customer (or picked up) or to a representative of the customer, known to the enterprise.
2. Returned items will only be accepted if the item is in its original packaging and if no parts and/or accessories are missing. The item(s) should be sent to the enterprise with a registered sending. The receipt will function as proof. Stained, damaged or severely wrinkled items will not be accepted.
3. The customer will need to return all items and accessories to the enterprise within fourteen days after the registered sending with which the customer claims his right to revoke the item(s). Returning all items will happen at the customer's own risk.

Article 5 – Costs of revocation

1. The customer will need to pay for all costs when sending back their purchased item(s). The customer will not be able to reclaim the delivery costs of the initial sending. The customer will be able to claim a payback of the total price of the purchased item(s), excluding possible discounts.
2. If the customer has paid a certain amount of money, the enterprise will reimburse the customer as soon as possible (within thirty days after the item has been sent back).

Article 6 – Exclusion of revocation

You cannot use the right of revocation in following cases:

- a. when the supply of a service has begun, with mutual agreement of the enterprise and the customer, before the end of the cooling-off period;
- b. when items have been delivered that have been customized or items which are clearly personal so that they cannot be sold to another customer.

Article 7 – Delivery and execution

1. The address of delivery will be the same address that the customer has given to the enterprise.
2. The delivery of the item(s) will most likely happen within the time frame that has been stated in the individual order confirmation. Wrongly stated delivery addresses are the responsibility of the customer and can lead to extra costs. The prices mentioned on the website and in the brochures do not include transport and delivery, unless stated otherwise. The costs of the transport and delivery will be mentioned separately. The mentioned delivery times are not binding but are only indicative. The enterprise has the right to do partial deliveries.
3. If the enterprise does not deliver the item(s) at the latest on the day mentioned on the receipt or in the contract it is the responsibility of the customer to importune the enterprise with a written statement. If the item has not been delivered one month after the due date, the enterprise will be held responsible for the damage the customer might be suffering because of this. The enterprise will need to pay back up to 10% of the total amount spent by the customer.
4. The right for restitution expires once the items have left the warehouse of the enterprise.

Article 8 – Reservation of ownership

The delivered goods remain property of the enterprise until full payment of the price has been made, including all costs and bills, interests and settlements. If the customer does not pay, the enterprise has the right to reclaim all goods and the costs made will need to be paid for by the customer.

Article 9 – Payment

1. All amounts indebted need to be paid immediately and completely at the moment of closing the deal at the enterprise's chair (Bannerlaan 40d, 2280 Grobbendonk, Belgium) and net, without a discount, unless stated otherwise in the invoice.
2. The customer has the obligation to inform the enterprise of errors concerning the payment information mentioned and/or supplied.
3. In case of non-payment of the customer the enterprise has the right, barring legal exceptions, to claim interests of 10% a year and a damage restitution of 10% of the total amount of the invoice (with a minimum of 30 EUR).
4. Each complaint concerning the invoices should be formulated in a registered letter within three days after receiving the invoice. Otherwise the complaint will not be seen as susceptible.
5. The enterprise has the right to suspend or end all agreements with the client in the case of partial or complete non-payment of the invoice on the due date or other violations of the contract. The enterprise will be able to demand all payments of other orders that have not reached their due date yet, disregarding previous agreements about the payment.
6. The enterprise has the right to act against a shortcoming of a customer, even if the enterprise hasn't acted against the same shortcoming before.

Article 10 – Handling of complaints

The enterprise should receive all complaints: (a) within eight days after delivery in case of a nonconform delivery and (b) in case of a faulty delivery, within two months after discovering

the defect(s) or within the legal warranty period. The acceptance of the goods by the customer implies that the customer agrees with the state in which the goods have been delivered. The acceptance covers all possible nonconformity. The complaint should be made by registered letter. The date of the receipt will function as proof of a timely complaint.

Article 11 – Disputes

1. Only the Belgian law will apply to all agreements between the enterprise and the customer.
2. All disputes resulting from the agreements between the enterprise and the customer apply to the court responsible for the region in which the enterprise is headquartered. The enterprise will have the right to appeal to every other authorized court in the country, even in the region of the customer.

Article 12 – Circumstances beyond one's control

The enterprise is not liable for a delay of the production process or a cancellation of the commitments caused by circumstances beyond its control, including interruptions of the production process, a shortage of resources, work forces, energy or transport, delays in transport, strikes, lock-outs, work interruptions or other collective labour disputes, not even if these interruptions or events could have been foreseen.

Article 13 – Separability

If an article under these conditions is declared invalid, this will not affect the validity of the other articles.