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## SHOP

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# General Conditions Dalvos BVBA

## 1. Definitions

- 'Vendor' means Dalvos BVBA, with its registered office at Sint Lenardsstraat 34, 8380 Dudzele, Belgium entered in the National Database of Companies under number 0655.841.942.
- 'Product' means any goods or services purchased by You.
- 'Website' means the Website where You purchased the Product.
- 'Customer', 'You' or 'Your' means any natural or legal person who purchases a Product via the Website.
- 'Consumer' means any Customer who is a natural person and purchases a Product solely for non-Professional purposes.
- 'Professional' means any Customer who is not a Consumer.
- 'Parties' means the Vendor and the Customer. 'Agreement' means the contractual relationship between parties, within the meaning of article 2.1.

## 2. Relationship between parties

### 2.1 Contractual relationship

The contractual relationship between Parties will be governed solely by:

- the order confirmation that You receive after Your purchase(s);
- these General Conditions;
- the Legal Disclosures of the Vendor. You can download a copy of the Legal Disclosures at the following page: <https://dalvos.com/warranties> (<https://dalvos.com/warranties>)

- the Privacy Statement of the Vendor. You can download a copy of the Privacy Statement at the following page: <https://dalvos.com/privacy> (<https://dalvos.com/privacy>)

The Legal Disclosures and the Privacy Statement are an integral part of these General Conditions. Your acceptance of the General Conditions also constitutes Your acceptance of the contents of the Legal Disclosures. The provisions of the General Conditions will prevail if there are conflicts between the General Conditions and the Legal Disclosures.

Besides these General Conditions a certain Product such as a special promotional offer may be subject to specific conditions if expressly stated. Such specific conditions will take precedence over the General Conditions. The Vendor may amend these conditions without prior notice. It is advisable for You to view the General Conditions whenever placing an order. The Agreement will be governed by the conditions published on the Website at the time of purchase.

Any conditions of the Customer are explicitly excluded.

## 2.2 Capacity of Customer

Various provisions made in the General Conditions apply either only to a Consumer or only to a Professional. Provisions that mention 'Consumer' do not apply to sales to a Professional. Provisions that mention 'Professional' do not apply to sale to a Consumer. Provisions that mention 'Customer' apply both to a Consumer and to a Professional.

## 3. Right of withdrawal

### 3.1 General right of withdrawal

Without prejudice to the exceptions stated in article 3.2, a Consumer may withdraw from the purchase of a Product within 14 calendar days.

To do so the Consumer must inform the Vendor by registered letter or by email to [christof@dalvos.com](mailto:christof@dalvos.com) (<mailto:christof@dalvos.com>) that he has decided against the purchase. For goods this period starts the day after their delivery to the Consumer. For services this period starts from the day of establishment of the Agreement. The Consumer does not owe a penalty and is not required to state a reason for withdrawal.

The Vendor may refuse the withdrawal if the returned Product exhibits signs of damage, usage or wear and tear. All documentation, warranties and packaging supplied with the Product must accompany the return shipment. The Consumer is liable for the costs and risks attached to the return of the Product. In the event of withdrawal the Consumer must return the Product to the following address: Kustlaan 85 - 8380 Zeebrugge, Belgium.

If the right of withdrawal is exercised the Vendor will refund the purchase price to the Consumer within thirty days of receiving notice of withdrawal and the returned Product, minus the costs incurred (including but not confined to shipment, any gift wrapping,

insurance and supplementary services).

<https://dalvos.com/returns> (<https://dalvos.com/returns>)

## 3.2 Exceptions to right of withdrawal

A Consumer will not have the right to withdraw in the case of the following Products:

- services if the start of provisioning occurred with the Consumer's consent before the end of the withdrawal period within the meaning of article 3.1;
- goods that were made according to the Consumer's specifications, are clearly of a personalised nature or that cannot be sent back because of their nature or are quickly perishable or ageable;
- audio and video recordings and computer software if the Consumer has broken the seals;
- newspapers, magazines and journals;
- services for betting and lotteries;
- food, drink or other goods for current domestic use delivered by deliverers frequently or regularly to the home address, place of residence or workplace of the Consumer.

## 4. Offers

All offers made on the Website will be valid while stocks last. If it transpires that a Product that You purchased is no longer in stock, the Vendor will have the right to cancel the order; in such cases You will not be entitled to compensation.

Offers addressed to You by name will be valid for fourteen days.

The Vendor reserves the right to refuse any order request if You have with the Vendor any unpaid debts or debts that have passed their due date.

The sale is considered to take place at the address of the Vendor.

## 5. Prices and payments

The price of each product on the Website is stated inclusive of VAT but, unless otherwise stated, exclusive of shipment costs. All other duties or taxes occurring between the time of the order and the time of delivery will be payable by the Customer. Payment must take place at the address of the Vendor.

Payment must be made within thirty days of the order confirmation, unless a different due date is stated or use is made of direct means of payment such as a credit card or text messaging.

Products that You purchase on the Website can be paid for by means of:

- bank transfer
- credit card (Visa, MasterCard);
- debit card (Maestro);
- PayPal;

After an initial notice of default any payment arrears will incur late payment interest at 8.5% per year. Any payment instalments may be granted only in writing. Late payment will also entitle the Vendor, at its election, to suspend delivery (or further delivery) or to dissolve the Agreement with immediate effect.

Barring evidence to the contrary, the computer registers and log files of the Vendor and those of its service providers will constitute proof of all transactions between the Vendor and You. Entry of Your debit card number, credit card number or bank transfer instruction and Your definitive approval of the order will constitute evidence of Your acceptance of Your order and of these General Conditions. This acceptance will serve as a signature.

## 6. Delivery and transfer of risk

### 6.1 Delivery

Orders will be delivered as soon as possible. Any delivery time stated on the Website will be for guidance only and will start the day after the day the Customer placed his order. Unless a firm delivery date was agreed, the delivery time will be sixty days.

If the scheduled delivery date is not met due to an error by the Vendor, a Consumer may cancel the order free of charge, without recourse to the courts, by means of a simple notification, provided always that at that time the Vendor has not yet shipped the Product. Amounts already paid will be refunded to the Consumer within thirty days.

If the scheduled delivery date is not met due to an error by the Vendor, a Professional is required first to allow the Vendor a supplementary grace period of at least thirty days in which to make the delivery.

### 6.2 Place of delivery

Delivery will be made to the address entered by the Customer during establishment of the Agreement. If You are absent at the time of a home delivery, the transport firm will inform You of its visit by placing a note in Your letter box. There will either be a second delivery attempt or You will be requested to contact the transport firm within a period of time stated in the note. You can then agree delivery arrangements directly with transport firm. If You fail to contact the transport firm or to contact it on time and this results in the Product going back to the Vendor, the Vendor will have the right to charge You for the incurred transport costs.

The Products are always delivered on the ground floor. If the customer wishes a delivery on a certain floor, he can take contact with the transport firm to make the necessary arrangements. Any additional costs for a delivery other than on the ground floor are at charge of the Customer. Any damage due to delivery other than on the ground floor cannot be recovered from the Vendor.

By accepting these General Conditions, You accept that third parties may receive the order on your behalf, but solely at Your risk.

If a Product cannot be delivered to the address entered by the Customer, the Vendor reserves the right automatically to terminate the Agreement, without prejudice to its other rights. The Vendor will inform the Customer of the termination. At least the needless shipment costs will be charged to the Customer.

If partial deliveries are made, the Vendor will have the right to treat every delivery as a separate order.

### 6.3 Reservation of title

The Vendor will retain full ownership of the Products until You have fulfilled all Your obligations, especially but not confined to full payment of the price, costs and any interest owed. The Customer may not dispose of the Product until full payment has been received.

### 6.4 Transfer of risk

The risk will transfer to a Consumer at the time of delivery in accordance with article 6.1. The risk will transfer to a Professional at the time of shipment from the Vendor's warehouses.

The Customer shall upon receipt of the goods thoroughly check the packages for damage or irregularities. If such damages or irregularities would appear, the Customer will mention these on the delivery note of the transport firm. By absence of a suchlike notice on the delivery note of the transport firm, the packets are supposed to be delivered free of any transport damage. The Customer has the right to refuse the goods if substantial damage can be determined.

## 7. Liability

The liability of the Vendor for fulfilment of its contractual obligations cannot be invoked in the event of accidental circumstances or force majeure. Force majeure includes but is not confined to national or local emergencies, acts or omissions by authorities, industrial action by workers (including strikes and lockouts), bugs in software of third parties, faults in the communication/telecommunication networks and acts or omissions by third parties beyond the Vendor's reasonable control (such as late deliveries to the Vendor).

The Vendor's entire liability will be limited solely to any direct damage and will be confined in all instances to the purchase price (excluding services) of the Product subject to a maximum of €1250.00. Under no circumstances can the Vendor be held liable for any indirect damage, including but not confined to loss of enjoyment, loss of opportunity, emotional damage, administrative costs, loss of time or any other form of indirect damage unforeseeable at the time You purchased the Product.

This limitation of liability does not apply in the case of a Consumer in the event of a malicious act or gross misconduct on the part of the Vendor or its employees. This limitation of liability does not apply to a Professional in the event of a malicious act on the part of the Vendor or its employees.

The Vendor cannot be held liable for damage inherent in use or misuse of the Internet (such as interruptions and viruses).

To the extent that exoneration under this article could give the Vendor an advantage beyond the statutory maximum limits under prevailing law (see article 12), the limitation of liability under this article will be confined to those maximum limits.

## 8. Warranty

### 8.1 Warranty for consumer goods

A Consumer will receive a statutory warranty for any lack of conformity of the goods. However, this warranty will be on condition that the lack of conformity existed at the time of delivery and manifests itself within two years of delivery. This period will be shortened to one year if the Products are second-hand goods.

If there is a lack of conformity the Consumer must inform the Vendor not later than two months after the day that he observed it. Articles 1649bis to 1649octies of the Civil Code will apply.

If the Product exhibits a defect within the warranty term, the Consumer must send the goods for examination, repair or replacement to: Kustlaan 85 - 8380 Zeebrugge - Belgium.

The warranty will not apply if the defect was caused by inattention, damage or non-conformant use of the Product by the Consumer. If the Product is irreparable or irreplaceable by an identical or equivalent Product, the Consumer will be entitled to a price reduction or refund in the form of a credit note.

### 8.2 Indemnification

Complaints concerning visible defects of the Product must be reported not later on the third day after delivery or otherwise will not be entertained.

The Consumer must report any complaints concerning hidden defects within fourteen days of discovery of the defect.

The Vendor excludes liability towards a Professional for any hidden defects.

### 8.3 Costs of examination and repair

The costs attached to examination or repair of a defect will be payable by the Customer if the Product is not covered by a warranty. If the Customer does not pay these costs while the Vendor has possession of the Product, the ownership of the Product will revert to the Vendor if payment is not received within six months.

## 9. Archiving

In accordance with the relevant accounting requirements, the Vendor is required to archive the concluded contract and to save it for a period of time required by law. The archived contract will not be accessible to the Visitor.

## 10. Non-fulfilment

A Customer who fails to fulfil its payment obligation under article 5 will owe, in addition to the total unpaid amount of the principal, a fixed compensation equal to 12% of the owed principal, subject to a maximum of €1.250,00. Without prejudice to the provisions of article 7, the Vendor will owe the same fixed compensation insofar as it fails to fulfil the Agreement.

## 11. No waiving or nullity

Any decision by the Vendor not to invoke at any time any of the clauses of these General Conditions or the Legal Disclosures and information will not constitute the waiving of those clauses under any circumstances whatsoever.

In the event of the invalidity or nullity of any of the provisions of the General Conditions, the other clauses will remain fully applicable and enforceable.

## 12. Applicable law and forum

The contractual relationship between Parties will be governed exclusively by prevailing Belgian law. Application of the Vienna Sales Convention is expressly excluded.

The Belgian courts will hold exclusive jurisdiction. Unless there are other enforceable legal provisions, the courts in the judicial district where the Vendor is established will hold exclusive jurisdiction to hear disputes between the Parties. Notwithstanding the aforementioned jurisdiction, the Vendor may choose, at its sole election, to institute court proceedings before any court competent under article 624 of the Judicial Code.

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