

General sales terms and conditions - Webshop

Business information

Ardeco bvba

Tradenames: Parketsupplies, Parquetsupplies, Ardeco Parket

Waterstraat 7a, 8710 Wielsbeke, Belgium

Info@ardeco-parket.be

info@parketsupplies.com

+32 56 77 36 04

VAT: BTW BE 0439.002.402

RPR Kortrijk

Behavioral codes:

Ardeco bvba underpins the code of conduct of BeCommerce.

Below you can find the links to the BeCommerce code of conduct:

- NL
<https://www.becommerce.be/upload/Gedragcode%20BeCommerce%20Kwaliteitslabel20131021095552.pdf>
- FR
<https://www.becommerce.be/upload/Code%20de%20conduite%20du%20Label%20de%20Qualite%20BeCommerce20131021095912.pdf>

Article 1: General provisions

The e-commerce website of Parketsupplies, Parquetsupplies, Ardeco Parket, a BVBA with its registered office at Waterstraat 7a, 8710 Wielsbeke, Belgium, VAT BE 0439.002.402, RPR Kortrijk (hereinafter “Ardeco bvba”) provides its customers with the option of buying products from its webshop.

These General Terms and Conditions (“Terms”) are applicable to all orders placed by a visitor to this e-commerce website (“Customer”). When placing an order via the webshop of Ardeco bvba, Customer must explicitly accept these Terms, whereby Customer agrees to the applicability of these Terms with the exclusion of all other conditions. Additional Customer conditions are excluded, except when explicitly accepted beforehand in writing by Ardeco bvba.

Article 2: Price

All prices listed are expressed in EURO, always include VAT and all other required duties or taxes that the Customer must bear.

Any shipping, reservation or administration fees that are charged must be specified separately. The specified price refers solely to the articles as set out in writing. The accompanying photos are intended as decorative and may contain elements that are not included in the price.

Article 3: Availability

Despite the fact that the online catalogue and e-commerce website are assembled with the utmost care, it is still possible that information may be incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the product selection are not binding for Ardeco bvba. With respect to the accuracy and completeness of the provided information, Ardeco bvba is solely bound to obligation of means. Ardeco bvba is in no way liable in event of obvious material or printing errors.

If the Customer has specific questions about for instance sizes, colour, availability, delivery terms or method, we ask the Customer to contact our customer service department in advance.

The product selection is valid while stocks last and may at any time be changed or withdrawn by Ardeco bvba. Ardeco bvba cannot be held liable for the non-availability of a product. If an offer is for a limited duration or subject to conditions, this will be explicitly stated in the offer.

Article 4: Online purchases

- Fill in the coupon code
- Fill in billing data and shipping data
- View order overview
- If not, return to cart to adjust your order.
- Select the payment option
- Terms and conditions via a link
- Via the link, you will find the necessary information concerning the privacy policy
- Subscribe to our newsletter
- Approve the general conditions
- Assignment of the privacy policy
- At the latest on delivery you will receive a packing slip with the overview of your order.
- The invoice is automatically sent electronically by mail when the parcels have been sent. As well as the general conditions. (if your order is 'completed')

The Customer may choose between the following payment methods :

- Paypal
- Bank card
- by bank transfer to account number BE 79 0015 6462 3033 indicating the order number and / or the invoice number **IDEAL**

- Visa

Ardeco bvba is entitled to refuse an order pursuant to a serious breach on the part of the Customer with respect to their orders.

Article 5: Delivery and execution of the agreement

After the order, the goods are offered to the carrier as soon as possible. A delivery period of 2 to 3 days after delivery to the carrier is sought. You can also opt for a pickup. Time of collection will be fixed in mutual consultation. The price for the collection is € 6.05 because the presence of someone is required.

Unless otherwise agreed or explicitly determined otherwise, the goods shall be delivered to the Customer's residence within 30 days of receipt of the order.

Any visible damage to and/or qualitative deficiencies of an article or other deficiency in the delivery must be reported immediately by the Customer to Ardeco bvba.

The risk due to loss or damage is transferred to the Customer at the time the goods have been physically received by the Customer (or a third party indicated by the Customer that is not the carrier). However, the risk transfers to the Customer upon delivery to the carrier when the carrier received the commission to transport the goods and this option was not offered by Ardeco bvba.

Article 6: Retention of title

Delivered articles remain the exclusive property of Ardeco bvba until the moment the Customer pays for the goods in full.

If necessary, the Customer undertakes to inform third parties of the retention of title belonging to Ardeco bvba, e.g. to anyone who would attempt to seize articles that are not fully paid for.

Article 7: Right of withdrawal

The provisions of this article apply solely to Customers in their capacity as consumers purchasing articles online from Ardeco bvba.

The Customer has the right to withdraw from this agreement within a period of 14 calendar days without giving reasons.

The right of withdrawal period will expire 14 calendar days after the:

“when the goods were physically received by the Customer or a third party indicated by the Customer that is not the carrier”.

To exercise the right of withdrawal, the Customer must notify Ardeco bvba, Waterstraat 7a, 8710 Wielsbeke, Belgium, info@ardeco-parket.be, in an unambiguous statement (e.g. in writing by post, fax or e-mail) about their decision to withdraw from the agreement. The Customer may use the attached template withdrawal form, but it is not obligatory.

To comply with the withdrawal period, the Customer must send a notification of their decision to exercise the right of withdrawal before the withdrawal period has expired.

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In any event, the Customer has no later than 14 calendar days from the day that they notify Ardeco bvba of their decision to withdraw from the agreement to send back or hand over the goods to Ardeco bvba, Waterstraat 7a, 8710 Wielsbeke or to info@ardeco-parket.be. The Customer is on time if they have sent back the goods before the period of 14 calendar days has expired.

The direct costs for returning the goods shall be borne by the Customer.

The direct costs for returning the goods, 7.5 – 12.50 EUR shall be borne by the Customer for packages up to 30kg.

If the returned product is reduced in value in any way, Ardeco bvba is entitled to hold the Customer liable and demand compensation for each depreciation in value of the goods that are due to the Customer's use of the goods that goes beyond what is necessary in order to determine the nature, characteristics and operation of the goods.

Only articles that are returned in the original packaging, along with all accessories, instructions and invoice or sales receipt can be returned.

If the Customer withdraws from the agreement, Ardeco bvba shall repay all payments received from the Customer up until that time including standard shipment costs with a maximum of 14 calendar days of the date that Ardeco bvba was notified by the Customer of their decision to withdraw from the agreement. For sales agreements, Ardeco bvba may wait on the reimbursement until all the goods have been sent back, or until the Customer has demonstrated that he has sent back the goods, whichever is earliest.

Any additional costs resulting from the Customer choosing another form of delivery other than by the cheapest standard delivery offered by Ardeco bvba will not be refunded.

Ardeco bvba shall repay the Customer using the same means of payment as the Customer used in the initial transaction, unless the customer explicitly agreed otherwise. In any case, the Customer will not be charged any costs in connection with such repayment.

The Customer may not exercise the right of withdrawal for:

- service contracts after the provision of service has been completed in its entirety.
- the provision or supply of goods or services whose price depends on fluctuations in the financial market that Ardeco bvba has no influence upon and that may occur within the withdrawal period.
- the delivery of goods manufactured according to the Customer's specifications or that are clearly destined for a specific person.
- the delivery of goods that spoil quickly or that have a limited shelf life.
- the delivery of sealed goods that are not suitable for return due to reasons of health or hygiene protection and where the seal has been broken after delivery.
- the delivery of goods that are irrevocably mixed with other products after delivery due to the nature of the goods.
- the delivery of alcoholic beverages where the price is agreed upon when entering into the sales agreement, but where the delivery can only occur after 30 days, and where the actual value is dependent on fluctuations in the market that the business has no influence over.
- agreements where the Customer specifically requests Ardeco bvba to carry out urgent repairs or maintenance.
- the delivery of sealed audio and video recordings and sealed computer software where the seal is broken after delivery.
- the delivery of newspapers, journals or magazines with the exception of agreements for a subscription to such publications.
- agreements that were entered into in a public sale.
- the provision of accommodation other than for residential purposes, transport of goods, car rental services, catering or services related to leisure activities when the agreement stipulates a specific date or period of execution.
- the supply of digital content that is not supplied on a tangible medium when the service has started with the explicit prior consent of the Customer and provided the Customer has confirmed that he thereby lost his right of withdrawal (e.g. downloading of music, software, etc.).
- the agreements for services for betting and lotteries.

Article 8: Guarantee

The consumer has certain legal rights under the Act of 21 September 2004 concerning protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date of delivery to the first owner. These rights remain in force irrespective of any commercial guarantee.

To make a claim under the guarantee, the Customer must provide some proof of purchase. Customers are advised to retain the original packaging used for the goods.

For articles purchased online and are delivered to the home of the Customer, the Customer must contact the Ardeco bvba customer service and to return the product at their own expense to Ardeco bvba.

Upon detection of a deficiency, the Customer must inform Ardeco bvba as soon as possible. In any case, any deficiency must be reported by the Customer within two months of detection. Hereafter, all rights to repair or replacement are voided.

The (commercial and/or statutory) guarantee are never applicable when there are deficiencies that arise as a result of accidents, neglect, falls, use of the product inconsistent with the purpose for which it was designed, failure to follow the operating instructions or manual, modifications or alterations to the article, rough usage, poor maintenance, or any other abnormal or incorrect use.

Deficiencies that manifest after a period of six months from date of purchase, or where applicable upon delivery, shall be deemed to not be hidden deficiencies, subject to contrary evidence provided by the Customer.

Article 9: Customer service

Ardeco bvba customer service can be reached at phone number +32 Ardeco bvba, via e-mail at Ardeco bvba or by mail at the following address Ardeco bvba. Any complaints can be made through the aforementioned customer services contact methods. Send a mail to info@ardeco-parket.be

Article 10: Penalties for non-payment

Without prejudice to the exercise of any other rights that Ardeco bvba is entitled to, the Customer owes interest at a rate of 10% per year on the non-paid amount in the case of non or late payment starting ipso jure on the date of the breach of contract and without notice. Furthermore, the Customer shall owe ipso jure a flat-rate compensation and without notice 10% of the pertinent amount, with a minimum of 25 euro per invoice.

Without prejudice to the foregoing, Ardeco bvba is entitled to take back the unpaid or incompletely paid for articles.

Article 11: Privacy

The responsible party for processing information, Ardeco bvba respects the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal information.

The personal information you share with us is used only for the following purposes: the processing of the order.

You have a statutory right to access and eventually correct your personal information. Subject to proof of identity (copy of identity card), you may receive a free paper record of your

personal information by sending a written, dated and signed request Ardeco bvba, Waterstraat 7a, 8710 Wielsbeke info@ardeco-parket.be . If necessary, you can also request the correction of information that is inaccurate, incomplete or irrelevant.

In the case when information is used for direct marketing purposes: You may preclude the use of your information for direct marketing purposes at no cost to yourself. To do so, you can always contact us in the aforementioned manner at Ardeco bvba, Waterstraat 7a, 8710 Wielsbeke info@ardeco-parket.be .

We treat your information as confidential and shall not communicate, rent or sell it to third parties. Your information is only used to fulfil your order. It's shared with our shipping partners: Sendcloud, Bpost and DHL.

The Customer is responsible for maintaining the confidentiality of their login information and the use of their password. Your password is stored in encrypted form and thus Ardeco bvba has no access to your password.

Ardeco bvba saves online (anonymous) visitor statistics in order to determine which webpages are accessed on the internet website and to what extent.

If you have any questions about this privacy statement, please contact us at Ardeco bvba.

Article 12: Use of cookies

When you visit the website, “cookies” may be stored on the hard disk of your computer. A cookie is a text file that is placed by the server of a website via the browser on your computer or on your mobile device when you access a website. Cookies cannot be used to identify individuals. A cookie can only be used to identify a device.

Ardeco bvba uses first and third party cookies.

“First-party cookies” are technical cookies used by the visited site itself and are intended to allow the website to operate in an optimal manner. Examples: settings specified by the user during previous visits to the site, or, a pre-filled form with data that the user entered during previous visits.

“Third party cookies” are cookies that do not originate from the website itself, but from other websites, e.g. an existing marketing or advertising plug-in. Examples: cookies from Facebook or Google Analytics. The visitor must first provide their consent to allow such cookies from the website – this may occur via a bar the bottom or top of a webpage, with a reference to the associated policy that does not prevent further surfing of the website.

You can set up your internet browser so that cookies are not accepted, or that you receive a warning when a cookie will be installed, or that the cookies will be deleted later from your hard drive. To do so, you must change the settings of your browser settings (via the help function). Keep in mind that in doing so you may prevent certain graphic elements from appearing correctly or prevent you from using certain applications.

If you use our website, you agree to the use of cookies.

Article 13: Invalidation - non-relinquishment

If any provision of these Terms is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by Ardeco bvba to enforce any of the rights set out in these Terms, or to exercise any equivalent right, shall never be deemed as a waiver of such provisions and will never invalidate these rights.

Article 14: Amendments to the Terms

These Terms may be supplemented by other terms and conditions when explicitly referred to, and the general sales terms and conditions of Ardeco bvba. In case of inconsistencies, the present Terms take precedence.

Article 15: Proof

The Customer accepts that electronic communications and backups shall serve as furnishing of proof.

Article 16: Applicable law - jurisdiction

Belgian law is applicable with the exception of the stipulations of private international law with respect to applicable law and with the exception of the Vienna Convention on the International Sale of Goods. Unless the Customer is a consumer, only the courts of the Ardeco bvba district have jurisdiction in the case of any disputes.

Appendix 1: Template - withdrawal form

Dear Customer, you should only complete this form and return it should you want to withdraw from the agreement.

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To Ardeco bvba, Waterstraat 7a, 8710 Wielsbeke, info@ardeco-parket.be:

I/We (*) hereby inform you that I/we (*) want to withdraw from the agreement concerning the sale of the following goods/delivery of the following service (*):

Ordered on (*)/Received on (*):

Name/Names of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

(*) = strike out what is not applicable.