

TERMS OF SALE –
www.vlc-consulting.be

1 Definitions

- i. **'Terms of Sale'**: these Terms of Sale which apply to the relationship between You and Us when purchasing Products;
- ii. **'Agreement'**: Any agreement under which We undertake to provide the Products to You subject to compliance with the Terms of Sale;
- iii. **'Consumer'**: a consumer within the meaning of article 1.1,2° of the Belgian Code of Economic Law, being a natural person acting for purposes that fall outside his trade, business, craft or profession;
- iv. **'Professional Customer'**: any natural or legal person who enters into an Agreement with Us and who is acting for purposes relating to his trade, business or profession;
- v. **'Product'**: all goods offered for sale on Our Website;
- vi. **'We/Us/Our'**: the company as mentioned in article two of these Terms of Sale.
- vii. **'You/Your'**: Any natural person or legal entity that is or will be in a contractual relationship of any kind with us, including, but not limited to: Consumers and Professional Customers;
- viii. **'Party/Parties'**: You and/or We;
- ix. **'Website'**: www.vlc-consulting.be



2 Our identification

Who we are:

Tanaga SRL
1 rue PierreEsnée
4280 Hannut
Belgium
VAT BE 0784 543 027

Contact: Valeska Lefranc Crochet

Availability: From Monday to Friday
Phone number: +32 (0)2 759 93 26
E-mail address: info@vlc-consulting.be

3 Application

- 3.1. These Terms of Sale apply to all purchases of Our Products. When placing an order, you must expressly accept these Terms of Sale and agree to their application.
- 3.2. We reserve the right to amend these Terms of Sale from time to time. However, the version of these Terms of Sale that was applicable at the time the order was placed shall continue to apply between you and us as far as the Agreement is concerned.

4 Offer and acceptance

- 4.1. We shall make all reasonable efforts to make the information on the characteristics of the Products and illustrations of the Products as accurate as possible to the extent permitted by technical means. Certain non-substantial characteristics of a Product may, upon delivery, differ from the photographs and descriptions displayed on the Website. However, this cannot be a ground for invoking the non-conformity of the delivery.
- 4.2. We cannot guarantee that all Products will be available at all times. Our offer is only valid while stocks last. If you order a Product via the Website that is out of stock, We will inform you as soon as possible by e-mail and you will have the right to cancel your order. We are not liable for the temporary or temporary unavailability of any Product on Our Website and/or for any damage that would result from the unavailability of a particular Product. We may apply specific terms and conditions to a particular offer, such as a limited period of validity. Such specific conditions only apply if they are communicated explicitly and prior to the order.



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- 4.3. We shall not be bound by any offer if such offer is manifestly vitiated by a mistake or error. Obvious or obvious errors in the quotation, such as obvious inaccuracies, can, to the extent permitted, also be corrected after the conclusion of the contract. We cannot be held liable for any (printing) errors in Our prices or conditions.
- 4.4. Your acceptance of Our offer is made by placing the order on Our Website. This purchase is binding. We will send a confirmation of the order to the e-mail address you have provided, at the latest within 10 calendar/workdays.
- 4.5. It is your responsibility to ensure that the information you provide to Us is correct. If it does contain any errors, We ask you to inform Us as soon as possible or, if possible, to correct the errors yourself.
- 4.6. We reserve the right to refuse an order due to a serious shortcoming on your part.
- 4.7. In accordance with the Code of Economic Law, the parties explicitly acknowledge that electronic forms of communication bring about a valid Agreement. We may use all electronic files at Our disposal, within the limits of the law, to prove the existence of the Agreement. An ordinary, digitally or electronically qualified signature is not an essential requirement of proof.
- 4.8. The Agreement is only concluded once We send You a confirmation of Your order to the email address You have provided. This confirmation will contain the information about the Products ordered by You.

5 Our prices

- 5.1. The prices of Our Products are listed on the Website and are pinned at the time of the order. The indication of the price shall relate exclusively to the Products as described verbatim. Any accompanying photos are decorative and may contain elements that are not included in the price. All prices stated are in EURO and are inclusive of VAT and any other taxes or duties to be borne by you. Any other costs charged will be stated separately.
- 5.2. We have the right to change the prices at any time, but We undertake to apply the prices indicated on the Website at the time of Your order. However, if the price change is due to changes in VAT rates, it will be charged to You.

6 Payment

- 6.1. In principle, every payment will be processed immediately and in full, from the moment you place the order. For the payment of Our Products we accept Shopify Payment, Mollie, Visa, PayPal. You can also transfer the payment of the order to Our account number after receipt of the order/after placing the order via e-mail.



- 6.2. We may extend the payment options in the future. We will take all reasonable measures to ensure the security of Your online transactions. We guarantee this security by involving specialised parties such as authorised credit card issuers and payment partners.
- 6.3. We use the external payment platform of Shopify, Mollie and PayPal. The necessary security measures are provided for the processing of payments. These payments are subject to the Terms of Sale of Shopify, Mollie and PayPal, which bears sole responsibility for the correct execution of online payments.
- 6.4. We postpone our delivery obligations until receipt of full payment of all amounts owed by you. We will always retain ownership of all Products ordered until full payment of all amounts due under the Agreement, regardless of whether delivery has already taken place.



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7 Delivery

- 7.1. We will process every order as soon as possible. We make all reasonable efforts to deliver your order within the 10 working days.
- 7.2. It is your responsibility to enable delivery to the agreed place in your presence or in the presence of a third party designated by you. There is a delivery as soon as the ordered Products have been offered to you once. If a delivery offered is unsuccessful due to a shortcoming on your part or due to a shortcoming on the part of a third party designated by you, any costs of new delivery attempts will be entirely at your expense.
- 7.3. We call upon reliable external parties for the delivery, in particular Bpost. The use of external parties can have an influence on the delivery. As a result of an undelivered sent order, an investigation will immediately be carried out at the carrier. This takes several days and no refund or other shipment can be made.
- 7.4. If We are unable to deliver the Products at the agreed time or within the 10 working days, You shall request delivery within an additional period which is appropriate to the circumstances. If We fail to deliver within the additional period you will be entitled to terminate the Agreement. In such a case of termination We will refund all amounts paid as soon as possible and at the latest within fourteen (14) calendar days after termination of the Agreement. Exceeding the delivery period does not give rise to any other (compensation) compensation.
- 7.5. Until the moment of full payment, the delivered Products remain Our exclusive property. However, the risk of loss or damage is transferred to you as soon as you (or a third party designated by you) have taken physical possession of the Products. Please note, however, that although you will retain ownership of the Product after full payment, you will not retain Our intellectual property rights (as referred to in Clause 13 (*Intellectual Property*)). Such intellectual property rights will remain vested in Us or Our licensors at all times.
- 7.6. You undertake, if necessary, to draw the attention of third parties to Our above retention of title, e.g. to any person who would seize items that have not yet been paid for in full. In this connection, you undertake to inform Us immediately in writing of any seizure by a third party of the delivered Products.



8 Right of withdrawal (only for Consumers)

- 8.1. On the basis of the right of withdrawal, the Consumer may still renounce the purchase within fourteen (14) days from the day following the delivery of the Product. The Consumer is not obliged to pay any compensation or give a reason. Of course we would like to hear the Consumer's feedback so that we can improve our service.
- 8.2. If the Consumer has ordered several Products to be delivered separately, the revocation period will commence as soon as the Consumer, or a by the Consumer designated third party other than the carrier, takes physical possession of the last Product delivered.
- 8.3. If the Agreement has been concluded for a regular delivery of Products during a certain period, the revocation period shall start as soon as the Consumer, or a third person other than the carrier and designated by the Consumer, take physical possession of the first Product.
- 8.4. If the Consumer wishes to exercise the right of withdrawal, the Consumer shall inform Us before the expiry of the withdrawal period. For this purpose the Consumer may use the withdrawal form which the Consumer may send Us an unequivocal statement that the Consumer wishes to withdraw from the Agreement. This notification must be made within fourteen (14) calendar days from the day after the day of (physical) receipt of the Products and can be sent to info@vlc-consulting.be.
- 8.5. As soon as the Consumer has notified Us of his or her right of withdrawal, the Consumer must return the Products to Us in their original packaging within fourteen (14) calendar days of the day on which the Consumer has notified Us of his or her right of withdrawal.
- 8.6. If the Consumer invokes his or her right of revocation in accordance with these Terms of Sale and the legal provisions, We will refund the Consumer as soon as We have received all of the Products, or as soon as the Consumer provides Us with proof that he or she has returned the Products.
- 8.7. We will reimburse all payments We have received from the Consumer, including delivery costs, unless the Consumer expressly opted for a method of delivery other than the cheapest standard delivery We offer.
- 8.8. We will refund the Consumer by the same means of payment with which it made the original transaction, unless the Consumer has expressly agreed otherwise. In any case, no charge will be made for the refund.
- 8.9. If the Consumer makes use of his or her right of withdrawal, the Consumer is responsible for the costs of returning the Products. Even if the Products cannot be returned by regular mail due to their nature, the Consumer will be responsible for the costs of returning the Products. The Consumer shall take all reasonable measures to ensure that the Products reach Us in good condition. You have a period of fourteen (14) days from the day of notification to return the Products.



- 8.10. You have no right of withdrawal in the following cases:
- The supply of goods which are made to the Consumer's specifications, or are clearly personalized (Article VI.53, 3°);
- 8.11. The Consumer is liable for any reduction in the value of the Products resulting from the handling of the Products that goes beyond what is necessary to determine the nature, characteristics and functioning of the Products. We are entitled to charge the cost of the reduction in value in proportion to the reimbursement.

9 Warranty (only for Consumers)

- 9.1. The Consumer has a statutory warranty of two years. He may exercise this right if the Product purchased does not correspond to the goods requested. However, the Consumer may not invoke the statutory warranty in the event of changes to the delivery date or place or in the event of defects of which he was aware at the time of the sale.
- 9.2. The statutory warranty may be invoked if the non-conformity of the delivered Product is established within 2 years from the delivery of the Product. The statutory warranty starts from the delivery of the Product to the Consumer.
- 9.3. If the Product becomes defective within the first six months following delivery, it is assumed that the defect has existed since delivery. We shall have to prove the contrary if We do not agree. If the defect of the Product is found more than six months after delivery, the Consumer must prove that the Product was not in conformity at the time of delivery.
- 9.4. If the Consumer wishes to make use of his warranty, he must inform Us as soon as possible, and at the latest within two weeks after discovering the defect. This can be done via info@vlc-consulting.be. We request the Consumer to provide Us with all the necessary information in this respect (if necessary, photographs may be used).
- 9.5. This statutory warranty covers the repair or replacement of the defective Product. However, if it should appear that the repair or replacement is impossible, disproportionate or would cause serious inconvenience to Us or to the Consumer, We undertake to grant the Consumer an appropriate price reduction or, in the event of serious non-conformity, to terminate the Contract and refund the full price, subject to the return of the Product by the Consumer.
- 9.6. The statutory warranty as well as the warranty for hidden defects does not apply to:
- damage caused by normal wear and tear, unintentional or deliberate alterations made by You to the Products, including improper and incorrect use and exposure to moisture, fire, earthquake and other external causes;



- damage caused by installation and use in a manner not in accordance with the instructions and information provided;
- damage caused after the removal of seals on certain parts and after the removal or illegibility of the serial number and other numbering of product ranges. You may never remove these seals without Our express written permission;
- immovable property

10 Liability

- 10.1. To the extent permitted, We cannot be held liable for indirect and consequential damages. Unless excluded by mandatory law, We shall only be liable for damage caused by Our failure to comply with Our obligations if and to the extent such damage is caused by Our wilful and serious fault. We are not liable for any other errors.
- 10.2. Nothing in these Terms of Sale is intended to exclude or limit your statutory rights. Furthermore, nothing in these Terms of Sale is intended to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees); or for fraud or fraudulent misrepresentation.
- 10.3. Should We nevertheless be held liable, the amount of compensation shall be limited to the total amount paid by You for the Products purchased.

11 Protection of personal data

- 11.1. The information provided by you is necessary for the processing, handling and completion of your orders, and the preparation of the accounts. If this information is missing, your order cannot be carried out. Submitting incorrect or false personal data is considered as a breach of the present Terms and Conditions of Sale. Your personal data will only be processed in accordance with Our privacy policy.

12 Intellectual property

- 12.1. We guarantee to have the necessary rights to offer Our Products. All intellectual property rights and derived rights to these Products shall remain with Us and/or the party actually entitled. These intellectual property rights are understood to mean copyright, trademark, design and model rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, whether or not patentable.



12.2. The content of the Website is Our property. This includes texts, graphs, photographs, images, moving images, sounds, illustrations and software. The content is protected by copyright or other rights. It is forbidden to copy, publish, reproduce or use this content in any other way without written permission from Us.

13 Force majeure

13.1. We shall not be responsible for compliance with Our obligations under these Terms of Sale in the event of force majeure. Force majeure shall be understood to mean a situation in which the performance of Our obligations is wholly or partially, temporarily or otherwise, prevented by circumstances beyond Our control.

13.2. In the event of force majeure, these obligations shall be suspended and We shall make all reasonable efforts to limit the consequences of the force majeure situation. In case the Force Majeure lasts longer than [two (2)] months, either Party shall be entitled to terminate the Contract by giving written notice to the other Party, without the Parties owing each other any compensation (except for the reimbursement of the Products paid by You and not provided).

14 General

14.1. If any provision of these Terms of Sale (or part thereof) is declared void, invalid or unenforceable, such invalidity, invalidity or unenforceability shall in no way affect the validity or enforceability of the remaining provisions of these Terms of Sale. In the event of nullity, invalidity or unenforceability, the Parties will, to the extent possible, negotiate to replace the invalid, void or unenforceable provision (or part thereof) with an equivalent provision that is in the spirit of these Terms of Sale.

14.2. Our failure to demand the strict application of one of the provisions of these Terms of Sale cannot be considered as a tacit waiver of Our rights and does not prevent Us from demanding strict compliance with these provisions at a later date.

14.3. These Terms of Sale, including any references included in the Terms of Sale, fully reflect the rights and obligations of the Parties and replace all previous agreements and proposals, both oral and written, including any conditions of the Parties.

14.4. The Terms of Sale apply at all times and exclusively to all present and future Agreements between You and us, except in the case of an express deviation. An explicit deviation is only valid to the extent that it is the result of mutual agreement between You and Us which is explicitly recorded in writing. Express deviations are only valid to replace or supplement the clauses to which they relate. The other provisions of these Terms of Sale shall remain in full force and effect.



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15 Applicable law and competent court

- 15.1. To the extent permitted by law, all contracts to which these Terms of Sale apply shall be governed by Belgian law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.
- 15.2. These Terms of Sale do not affect the legal rights that are compulsorily granted to you by virtue of the Belgian legislation on consumer protection. Consumers may also bring a dispute about these Terms of Sale before an independent body. For further information, please visit: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.
- 15.3. Any dispute concerning the interpretation or application of these Terms of Sale shall be subject to the exclusive jurisdiction of the courts in which Our registered office is situated, unless another court is mandatorily stipulated by law.

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