

Terms and Conditions - v6

Laure Forêt

29-12-2020

GENERAL CONDITIONS OF SALE FOR ONLINE PURCHASES

1. DESCRIPTION

1.1 The GCS define the rights and obligations of the parties in connection with the sale of products (hereinafter the "products") through the www.laureforet.myonline.store website (hereinafter the "website"). These GCS govern all purchases made on this website.

1.2. The GCS are concluded between, on one side, Laure Forêt (Cobdenstraat 10 - 2018 Antwerp, Belgium, hello@laureforet.com, +32 4 95 90 61 78), affiliated to PRODUCTIONS ASSOCIEES ASBL, registered with the Banquet Carrefour des Enterprises (Central Enterprises Database) of Belgium under number 0896.755.397 (VAT BE 0896.755.397) with its registered office at 72, Rue Coenraets, 1060 Brussels, Belgium, hereinafter the "seller", and, on the other side, the person placing the order, hereinafter the "purchaser". The purchaser and the seller are hereinafter jointly referred to as the "parties".

1.3 Any order implies that the purchaser has previously consulted and expressly accepts the GCS without this acceptance being subject to a handwritten signature on the part of the purchaser. In accordance with the provisions of the law of 9 July 2001 that lays down certain regulations concerning the legal framework for electronic signatures, the validation of the order form constitutes an electronic signature that, between the parties, has the same value as a handwritten signature and that constitutes proof of the order in its entirety and of the payability of the amounts due in performance of the order.

1.4 The purchaser declares that he/she has full legal capacity.

2. THE PRODUCTS ON SALE

The products offered for sale are those that feature on the website, with a description of their essential characteristics, on the date and time when the purchaser consults them on the website, and within the limits of the stocks available. The seller uses all reasonable means to display the availability of products/services on the website in real time, but cannot be held responsible if a product is no longer available to honour the order. If one of the products ordered is unavailable, the purchaser will be informed of the fact and will have the option of changing the order or cancelling it, in the latter case being refunded for the amount of the order if payment has already been made.

3. SALES PRICE OF THE PRODUCTS DISPLAYED

3.1 The price of each product is displayed on the website in euros and including VAT. This price is valid in the countries for which delivery is possible and does not include the costs of preparing and delivering the order, which are also payable by the purchaser, or the deduction of the amount of any discount or purchase voucher granted to the purchaser. The seller reserves the right to change his prices at any time, but the products will be invoiced on the basis of the purchase price that applied at the time of placing the order.

3.2 When placing the order the purchaser undertakes to pay, in addition to the purchase price of the products ordered, the costs of preparation and delivery (hereinafter the "costs"). These costs vary according to the type and quantity of products/services ordered and the chosen delivery method, and include VAT. The purchaser can consult the amount of these costs on the website and consult his "Basket" that shows a calculation of the total amount corresponding to the purchase price of the products/services plus costs. These costs remain payable and will not be reimbursed if the purchaser returns all or part of the order by virtue of his right of withdrawal.

3.3 The products are only delivered in the countries for which the website authorizes delivery. Any incorrect delivery address is the responsibility of the purchaser and may give rise to additional costs. The delivery times listed are not binding but are purely indicative. No late delivery may give rise to the payment of damages for the benefit of the purchaser. The seller is entitled to make part deliveries. In the case of the non-delivery of goods, any sums paid by the purchaser will be reimbursed with no interest or compensation.

4. ORDERING PROCEDURES

4.1 To place an order, the purchaser must complete the order form that is available on the website and on which he/she will give the information that permits identification, in particular his or her surname, first name and delivery address. In so doing, the purchaser accepts in full and without reservation all of these GCS and undertakes to pay in full the total amount owing. The seller cannot be held responsible for the consequences of the communication of incorrect information.

4.2 The seller will confirm each order placed by sending an email that states in particular:

- 1° The principal characteristics of the product or service ordered;
- 2° The identity of the seller and in particular his company number and trading name;
- 3° The geographical address of the seller as well as his telephone number and email address;
- 4° The total price of the products and services including all taxes and additional costs of transport, delivery, etc.;
- 5° The means of payment, of delivery and execution and the date on which the company undertakes to deliver the

goods or perform the services;

The data registered by the seller, together with the order confirmation, will constitute proof of the contractual relations between the parties.

4.3 The seller reserves the right to refuse or cancel any order or delivery in the event of an existing dispute with the purchaser, full or partial non-payment on a previous order, refused authorisation for a payment by a credit card on the part of a bank or for any other valid reason. In which case, the seller's liability cannot under any circumstances be invoked.

5. MEANS OF PAYMENT

5.1 Purchases are paid for by Bank transfer or via Paypal.

5.2 Products ordered remain the property of the seller until payment in full of the purchase price and costs indicated at the time of placing the order.

6. DELIVERIES

6.1 The seller makes deliveries in Austria, Belgium, France, Germany, Italy, Luxemburg, Portugal, Spain, The Netherlands. Any taxes and import costs are payable by the purchaser.

6.2 The order is delivered to the address given by the purchaser.

6.3 For a delivery in Belgium, the seller will make every effort to ensure that the order is despatched to the delivery address within 30 working days following validation of the order and receipt of payment.

6.4 For a delivery outside Belgium, the seller will make every effort to ensure that the order is delivered within 45 days following validation of the order if inside the European Union and within 60 days for the rest of the world. The means of delivery will depend on the postal services in the country in question.

6.5 If the purchaser has designated the parcel delivery service, the transfer of risks to the purchaser shall be made at the moment the products ordered are made available to the delivery service. Material proof that they have been made available will be provided by the control system used by the parcel delivery service.

6.6 It is the purchaser's responsibility to check dispatches on arrival and to express any reservations or complaints that may seem justified, or even to refuse the parcel if it looks as if it has been opened or if it shows clear signs of damage. If there are any complaints after taking delivery of the order it is essential to send an email to hello@laureforet.com, mentioning "Delivery complaint", with supporting photos, within 48 hours of taking delivery of the order.

7. RIGHT OF WITHDRAWAL AND PRODUCT RETURN PROCEDURES

7.1 The purchaser has a period of fourteen (14) calendar days, commencing the day after the delivery date, to cancel his purchase, without penalty and without having to provide justification, in accordance with Belgian economic law.

Within this period, the purchaser must inform the seller of his intention to make use of his right of withdrawal in the following way:

- Send an email to hello@laureforet.com - Provide surname and first name of the purchaser- Give a detailed description of the article or articles in question, with quotation of the invoice number and date of issue
- or
- by completing the form available on the SPF Economie (Belgian Federal Public Service, Economy) website

7.2 The return to the seller shall be made to the address given on the parcel, except for any instructions to the contrary given to the purchaser who must retain proof of dispatch.

7.3 If the purchaser wants to exchange the products rather than obtain a refund, he/she must state this in the e-mail, following which the seller will inform the purchaser of the article availability and of any supplement payable or partial reimbursement as applicable.

7.4 All costs and risks linked to the dispatch of returned products are borne by the purchaser.

7.5 If the purchaser has recourse to his right of withdrawal and returns the products no later than fourteen (14) days following the communication of his decision to withdraw in accordance with the procedures agreed in the preceding paragraphs, the seller undertakes to reimburse the purchaser for the amount of the purchase price on reception of the products by the seller.

7.6 In the event of reimbursement for products/services returned, the seller will credit the credit card used for the payment of the said products for an amount equal to the purchase price of the said products, less the amount of purchase vouchers or discounts accepted at the time of placing the order. The purchaser will be reimbursed in accordance with the procedures agreed with the bank that issued the card.

7.7 The purchaser can only invoke the right of withdrawal if the products supplied have been used, have been damaged, have elements missing, or have had their labels removed.

7.8 The products must be returned with suitable protection, in their original packaging, in perfect condition for resale, and accompanied by any accessories, instructions for use, etc, failing which they can neither be accepted as

returned nor exchanged.

7.9 Customised or personalised products/services may not under any circumstances be accepted as returned or exchanged.

7.10 Products returned but that cannot be accepted as returned by the seller remain with the seller at the purchaser's disposal. The purchaser remains bound to pay for them. In the event of abnormal or abusive returns the seller reserves the right to refuse subsequent orders.

8. PROTECTION OF PRIVACY IN REGARD TO THE PERSONAL DATA OF PURCHASERS

8.1 The seller collects data of a personal nature regarding purchasers, which are transmitted on the website or by e-mail. He undertakes not to divulge these data to third parties. They are confidential. They will be used by the seller's internal services solely for processing orders with the aim of strengthening and personalising communication, in particular through information letters/e-mails as well as in the framework of the website personalisation in line with the stated preferences of the purchasers or for monitoring solvency.

8.2 The seller therefore does not sell, market or loan to third parties information on purchasers. The seller undertakes to first inform the purchaser of any transfer to or use by third parties of data of a personal nature and to allow him to exercise the right of refusal. The seller can also provide to third parties statistics concerning his purchasers, his sales, the structure of exchanges and information on his website, but these statistics will not contain any personal data. This article cannot, however, prevent the cession or transfer of activities to a third party.

8.3. The seller only retains data of a personal nature during the time needed to achieve the specific purposes with a view to which the processing is effected. To determine the appropriate period, account is taken of the quantity, nature and sensitivity of personal data, the purposes for which they are processed and the possibility of achieving these purposes by other means. Account is also taken of the need to conform to legal and regulatory obligations. When the data are no longer needed they will be destroyed.

8.4. Provided the legal conditions are fulfilled, the purchaser is entitled:

- to request information to find out whether the seller possesses personal information and, if so, what this information is and for what purposes it is processed;
- to access his or her personal data and, if necessary, to correct them;
- to have his or her personal data deleted or their use limited;
- to lodge a complaint with the Data Protection Authority.

The purchaser can exercise the rights mentioned hereabove by means of a dated and signed request accompanied, for security reasons, by a copy of his or her ID. The request can be addressed to the seller by e-mail to hello@laureforet.com. If the request is clearly unfounded, access may be refused and reasonable costs can be invoiced.

9. RESPONSIBILITY

The seller contracts obligations of means only, for all stages of access to the website, from the order to delivery and subsequent services. The seller cannot be held responsible for any inconveniences or damage inherent in the use of the Internet, specifically an interruption of service, exterior intrusion, or the presence of computer viruses, or any fact that could be described as a force majeure. In any event, the responsibility of the seller by the terms of the GCS cannot exceed an amount equal to the amounts paid or payable at the time of the transaction at the origin of the said responsibility.

10. INTELLECTUAL PROPERTY

The site content, including the underlying technology, may be protected by copyright, trademark law or any other intellectual property right. The seller authorises the purchaser to place on his own website a simple link for direct access to the seller's website. On the other hand, any hypertext link to the website that uses framing, in-line or deep linking technology is forbidden. In any event, any link must be withdrawn on simple request by the seller.

11. CONTACT WITH THE SELLER

The purchaser has the option of contacting the seller by means of the contact form available in the "Contact" section or by means of the e-mail address hello@laureforet.com.

12. INVALIDITY AND INTEGRALITY

If one or more of the GCS provisions should prove to be invalid the other provisions will retain their full force and scope.

13. PROOF

The computerised registers, kept in the computing systems of the seller and his partners, will be considered as proof of communications, orders and payments made between the parties. In the framework of their relations, the parties accept the principle of electronic proof (for example: e-mail, backups, etc.).

14. MODIFICATIONS

The seller reserves the right to change the GCS and will communicate the new version to the purchaser via the website.

15. APPLICABLE LAW AND COMPETENT COURTS

The GCS are governed by Belgian law. In case of dispute, an amicable solution will be sought before taking any legal action. The seller and purchaser may also have recourse to the European Dispute Resolution platform. Failing an amicable resolution, the courts of the Brussels judicial district will have jurisdiction.

"Laure Forêt"

Tel : +32 (0) 495 90 61 78

Email : hello@laureforet.com

"Productions Associées" ASBL - Activité 14577

Coenraetstraat 72 - 1060 Bruxelles

Tél : +32 (0) 3 226 21 08

TVA : BE.0896.755.397