

Terms and Conditions - v6

Equinus

01-11-2018

General conditions of Equinus Equestrian, established in Balen, Belgium

BTW-number: BE0728351422

Version valid from the first of november 2018

ARTICLE 1 - DEFINITIONS

The terms used in these general terms and conditions are defined as follows:

1. Cooling-off period: the period in which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person not acting in the course of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract concerning with a series of products and / or services, whose supply and / or purchase is spread in time;
5. Durable medium: any storage device that allows the consumer or the entrepreneur to store information provided to him personally to be stored in a way that future consultation and unaltered reproduction of the information is made possible.
6. Right of withdrawal: the possibility for the consumer to -within the cooling off period- opt out of the distance contract;
7. Model form: the model form that the entrepreneur makes available to the consumer and that the consumer can fill in when he wishes to exercise his right of withdrawal;
8. Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;
9. Distance contract: a contract which is concluded within the framework of an organized system for the entrepreneur, with the use of one or more means of distance communication
10. Technology for distance communication: means that can be used to conclude a contract, without the consumer and the entrepreneur are met simultaneously in the same location.
11. Terms and conditions: these general terms and conditions of the entrepreneur.

ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

Equinus Equestrian

Address: Bosberg 4, B-2490 Balen

Telephone number: +32 499 13 44 81

BTW-number: BE0728351422

ARTICLE 3 - SCOPE OF APPLICATION

1. These terms and conditions apply to every offer of the entrepreneur and any distance agreement or order between the entrepreneur and the consumer.
2. Before the distance agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, then before the distance contract is concluded, the entrepreneur will indicate that the terms and conditions can be reviewed and at the request of the consumer will be sent free of charge.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these terms and conditions can be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the terms and conditions by electronics means can be found and that the, at the consumer's request, by electronic means or otherwise will be sent free of charge.
4. When one or more provisions of these conditions are void or destroyed in whole or in part, the agreement and the remainder of these terms and conditions and the relevant provision will be replaced by a provision that covers the original as much as possible.
5. Situations that are not governed in these terms and conditions, should be assessed 'in spirit' of these terms and conditions.
6. Lack and clarity about the interpretation or content of one or more provisions of our terms and conditions, must be explained 'to the spirit' of these terms and conditions.

ARTICLE 4 - THE OFFER

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly mentioned.
2. The offer in the online store is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed so a proper assessment of the offer by the consumer is possible. If the entrepreneur uses illustrations, these are a true reflection of the products offered. Apparent mistakes or apparent oversights within the offer don't bind the entrepreneur.

4. All pictures, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Illustrations of the products are a true reflection of the products offered. Entrepreneur cannot guaranty that the displayed colours are an exact match with the true colours of the product.
6. Every offer will contain such information that it is clear to the consumer what rights and obligations are involved in accepting the offer. This concerns in particular:
 - a. The price including taxes;
 - b. The amount of any shipping costs;
 - c. The way in which the contract shall be concluded and which actions this will require;
 - d. Whether or not the right of withdrawal applies;
 - e. The arrangements for payment, delivery and performance of the contract or order;
 - f. The deadline for accepting the offer, or the period within which the entrepreneur guarantees the offered price;
 - g. Whether the agreement is filed subsequent to its conclusion, and if so how the consumer can consult it;
 - h. The way in which the consumer can rectify the information provided under the agreement before the conclusion agreement;
 - i. Other languages, beside English, in which an agreement can be entered.

ARTICLE 5 – CONCLUSION OF AGREEMENT

1. The agreement is subject to the provisions of paragraph 4 of this article, concluded at the time the consumer accepts the offer and comply with the corresponding conditions.
2. If the consumer has accepted the offer electronically, confirms entrepreneur by electronic means receipt of the order without delay. As long as the order is not confirmed by the entrepreneur, the consumer may rescind or cancel the agreement free of charge.
3. If the contract is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure online environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can -within statutory frameworks- inquire about the consumer's ability to fulfil his payment obligations, as well as facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur on the basis of this research has good reasons does not enter into the agreement, he is entitled to refuse an order or request special conditions.
5. The entrepreneur will add to the product the following information, in writing or in such a way that the consumer can store it on an accessible durable medium:
 - a. The address of the place of business of the entrepreneur;
 - b. The conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. Information on existing after-sales service and guarantees;
 - d. The conditions in article 4 paragraph 3 of these recorded data, unless the entrepreneur has already provided the consumer with this data before the implementation of the contract;
6. Any agreement or order is entered under the condition of sufficient availability of the products.

ARTICLE 6 – RIGHT OF WITHDRAWAL

1. In the event of a purchase, a consumer has the possibility to dissolve the agreement for fourteen days without giving any reason. This period commences on the day following receipt of all products by the consumer or a by the consumer announced representative.
2. During the reflection period, the consumer shall handle the product and the packaging with care. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will have the product and - if reasonably possible - the packaging in the original condition returned to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wants to use his right of withdrawal, he is obliged to make this known to the entrepreneur within fourteen days of receipt of all the products. The consumer can do this by means of the standard form. After the consumer expressed wanting to make use of his right of withdrawal, the consumer shall return the product within fourteen days to the entrepreneur. The consumer must prove that the products are returned in a timely manner, for example by means of a proof of mail delivery.
4. If the consumer at the end of the statutory period in paragraph 2 and 3 of this article has not expressed to want to make use of his right of withdrawal or the product has not been returned to the entrepreneur, the sale is a fact.

ARTICLE 7 – COSTS IN CASE OF RIGHT OF WITHDRAWAL

1. If the consumer exercises his right of withdrawal, the costs of return are entirely for the account of the consumer.
2. If the consumer has paid an amount, the entrepreneur shall ensure that within fourteen days after the consumer expressed wanting to make use of his right, the full amount is refunded to the consumer. The condition for the refund is that the products have been received back or that the consumer has proven that the delivered goods are sent for return, for example by means of a proof of mail delivery. The refund shall happen by bank transfer of in

vouchers depending on what the consumer prefers.

3. If the products are damaged as a result of careless handling by the consumer himself, the consumer will be held accountable for the possible reduction of value of the product.

ARTICLE 8 - EXCLUSION OF THE RIGHT OF WITHDRAWAL

1. The entrepreneur can exclude the right of withdrawal of the consumer as far as provided for in paragraph 2 of this article. The exclusion of the right of withdrawal is valid only if the entrepreneur states this clearly in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

- a. That the entrepreneur has established in accordance with the consumer's specifications;
- b. Bought at a discounted price or during a deal;
- c. That are clearly personal in nature;
- d. That cannot be returned due to their nature;
- e. That rapidly decay or become absolute;
- f. For hygienic products that are sealed and whose seal the consumer has broken;
- g. For products where an amount however small has been used by the consumer.

ARTICLE 9 - THE PRICE

1. All prices mentioned are inclusive of VAT.

2. All prices are subject to misprints. The entrepreneur is not liable for misprints. By misprints the entrepreneur is not obligated to deliver the product according to the incorrect price.

ARTICLE 10 - COMPLIANCE AND WARRANTY

1. The entrepreneur guarantees that the products fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provision and/or government regulations. If agreed the entrepreneur also states that the product is suitable for other than normal use.

2. A warranty by the entrepreneur, manufacturer or importer does not alter the legal rights and claims that the consumer can assert under the agreement with the entrepreneur.

3. Any defects or wrong products delivered must be reported in writing to the entrepreneur with four weeks after delivery. Return of the products must be made in the original packaging and new state.

4. The warranty period of the entrepreneur corresponds to the factory guarantee period. The entrepreneur is not responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The guarantee does not apply if:

- a. the delivered goods have been repaired and/or modified by third parties and/or the consumer;
- b. the delivered goods are exposed to unusual circumstances or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or on the packaging;
- c. the inferiority in whole or in part is the result of rules that the government has asked or will ask about the nature or quality of the materials used.

ARTICLE 11 - DELIVERY AND EXECUTION ORDER

1. The entrepreneur will take the greatest possible care in the receiving and the execution and/or delivery of the orders.

2. The place of delivery is the address that the consumer has notified to the entrepreneur.

3. Accepted orders will be sent promptly but no later than thirty days after payment by the consumer, unless the consumer has given permission that a longer delivery period is complied with. If delivery is delayed, or if an order is not or only partially carried out, the consumer will receive a message within thirty days and has the right to terminate the contract without penalty. The consumer does not have the right to compensation.

4. If delivery of an ordered product proves impossible, the entrepreneur will receive a message within fourteen days. The entrepreneur will attempt to provide a replacement product. The consumer has the right to accept or refuse the replacement product. If the consumer accepts the replacement product, the possible additional price it will be charged to the consumer or the price reduction will be refunded as soon as possible but no later than fourteen days. If the consumer does not accept the replacement product, the consumer has the right to terminate the contract without penalty.

5. In case of dissolution in accordance with paragraph 3 or paragraph 5 of this article, the entrepreneur will refund the amount which the consumer has already paid as soon as possible but no later than fourteen days after dissolution.

6. All delivery times are indicative. Exceeding a term gives consumers no right to compensation.

7. The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer, unless otherwise expressly agreed. To the delivery obligation by the entrepreneur is met, once the order is offered to consumer once.

ARTICLE 12 - PAYMENT

1. As far as not agreed otherwise, the amounts owed by the consumer have to be paid within seven business days after entering the agreement.
2. The consumer has the duty to report inaccuracies in payment data provided or stated without delay to the entrepreneur.
3. In case of non-payment subject to statutory limitations, the entrepreneur has the right to not sent the products.

ARTICLE 13 - COMPLAINTS PROCEDURE

1. The entrepreneur has a complaints procedure and handles complaints by filling out the complaints procedure.
2. Complaints about the performance of the contract or an order should be fully and clearly described and submitted to the entrepreneur within seven days after the consumer has found the flaws.
3. Complaints are handled within fourteen days from the date of receipt. If a complaint requires longer processing time, the entrepreneur will, within the period of fourteen days, reply with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in joint consultation, a dispute arises that is susceptible to the dispute resolution.
5. With complaints that cannot be solved in joint consultation, the consumer has the possibility to contact the European Dispute resolution platform (<http://ec.europa.eu/odr>) to submit a complaint in order to reach an out-of-court settlement if the consumer is living in the European Union.
6. A complain do not suspend the entrepreneur of his obligations, unless the entrepreneurs indicates in written otherwise.
7. If the consumer complaint is well-founded, the entrepreneur has the possibility to replace or repair the delivered products for free.

ARTICLE 14 - DISPUTES

1. Belgian law shall apply exclusively to any dispute, agreements and orders, even if the consumer lives abroad. Only the court of Turnhout is qualified to judge in any dispute.
2. The Vienna Sales Convention shall not apply.

ARTICLE 15 - ADDITIONAL OR DIFFERENT TERMS

Additional derogations from these general terms and conditions must not be to the detriment of the consumer and should be recorded in writing or in such a way that they can be stored in an accessible manner on a durable medium by consumer.