

GENERAL ONLINE SHOP/ WEBSHOP TERMS AND CONDITIONS

CUSTOMER INFORMATION – INTRODUCTION

Please carefully read our General Terms and Conditions and this information material, if you wish to become a buyer or active user of **lostandfound-artandobjects.be** webshop, and only use our services if you fully accept these terms and conditions and agree to be bound by them. The language used in this webshop, in the consumer contract entered into by placing the orders and in all future communications shall be in English. By way of purchasing in the webshop the customer is considered to understand the technical opportunities and limitations of the internet and accept the error inherent to this technology. We recommend that you use anti-virus and anti-spyware software with an updated database and always install the current security updates of your operation system and browser. The provider assumes no liability for any damage arising as a consequence of joining the website. The customer shall be liable for ensuring due protection of his/her own computer and data stored on it. Any order placed in the webshop shall only be accepted by the Provider, if the Customer fully fills in all obligatory fields required for ordering. The Provider excludes all and any liability for delayed deliveries or other problems and errors attributable to any incorrect and/or inaccurate data submitted by the Customer.

For further information on the operation of the webshop or the process of ordering and delivering, please contact our Customer Service (email: antwerpen@lostandfound-artandobjects.be ; tel.: +32 475 79 51 78 or gent@lostandfound-artandobjects.be, tel.:+32 486 76 25 82) available (M-F) 10:00-16:30.

The order is generally activated, if it was confirmed in email.

The language of order confirmation is identical with the language of contract.

The consumer contract concluded via this webshop between Provider and Customer (subject to related Government Decree) on Distance Contracting) cannot be considered a written agreement, therefore, it is not filed and will not be available in a hardcopy version.

Please bear in mind that we assume no liability for mistypes or incorrect data on this website.

GENERAL TERMS AND CONDITIONS

CHAPTER I

Legal information pursuant to related Government Decree on the detailed rules of contracts between consumer and entrepreneur.

A) The services of the webshop "lostandfound-artandobjects.be " are provided by the following company:

Wouter De Bruycker Fine Arts bv

Lost & Found - Art and Objects

Registered seat: Lange Koepoorstraat 60, 2000 Antwerpen, Blegium

VAT no.: BE0807670894

Customer Service email: (email: antwerpen@lostandfound-artandobjects.be; tel.: +32 475 79 51 78 or gent@lostandfound-artandobjects.be, tel.:+32 486 76 25 82)

B) Main sphere of services:

The users of the service: the individuals defined as "consumers" by the related Government Decree (the Civil Code), that is, a natural person acting outside his/her profession, occupation or business activity.

Pursuant to the above, Consumer as "Customer" together with Provider shall be hereinafter referred to as Parties. The related Government Decree Distance contract: a consumer contract entered into between the parties for a remote sales of products or services without the simultaneous physical presence of the parties by exclusively using means of communication between remote parties in order to conclude the contract.

The related Government Decree Off-premises contract: a consumer

contract

a) concluded with the simultaneous physical presence of contracting parties outside the place of business of the company;

b) where the consumer has made an offer to the company in accordance with Subsection a);

c) concluded directly by the application of a means of communication between the persons present in the place of business of the company or the remote parties after the company personally and individually contacted the consumer, with the simultaneous physical presence of the parties, outside the place of business of the company; or

d) concluded in the course of a trip organized by the company with the aim of selling or marketing products or services to the consumer;

This website (lostandfound-artandobjects.be) shall qualify as a "means of communication between remote parties" in accordance with of the related Government Decree.

The consumer prices are gross prices (that include VAT). The total sum is made up of the aggregate price of the products and the cost of carriage. The Consumer enters into a consumer contract with the Provider, if he/she clicks on the ORDER button after assembling the content of the "shopping basket". The Provider notifies the Consumer of his/her engagement via email regarding the related Government

Decree. The details of Customers shall be recorded in order to purchase goods offered in this webshop. The rules and regulations to be applied in the course of data submitted as part of managing the order are set out in a Privacy Policy drawn in accordance with the related rules. (Chapter II of this information material).

C) Technical operation of this website:

The web server serving the "lostandfound-artandobjects.be " domain is operated by Mijnwebwinkel (Molenstraat 56, 5341 GE Oss, Netherlands) web: www.mijnwebwinkel.be, e-mail: support@myonlinestore.com

Therefore, the ordering data recorded in the webshop are stored in Antwerp and Ghent, Belgium.

D) The following delivery information apply to all ordered products. The orders placed at our webshop are delivered by variable carriers. After receiving the order, the Customer will receive an email with the possible delivery methods and prices or collection in store options from the Provider.

The Customer must pay the delivery fee to finalise the purchase (if it is applicable and it is not a personal collection option in the shop).

Otherwise, the product will stay at the Provider's inventory, who is eligible to charge the Customer 10 EUR/day + VAT cost for the storage 7 calendar days after the purchase date.

E) Bases on the Consumer Protection law, the prices in the webshop are indicated in EUR. The products are always sold at the price indicated at the time of ordering. The Provider reserves the right to change the price of its products at any time without a retrospective effect.

The product prices are not containing the shipping prices.

Payment options:

1. Online payment through www.lostandfound-artandobjects.be provided by the Mollie's system to Wouter De Bruycker Fine Arts bv- (ING Bank).

The applicable data protection provisions of Mollie may be retrieved under <https://mollie.com/> , <https://www.mollie.com/privacy>

Mollie generally use and share Personal Data of End Customers with Business Users to provide Business Services as described below, as well as for Mollie's own purposes to secure, improve and provide our Business Services, as described below.

- **Payments.** Mollie uses your Transaction Data to provide our Payments related Business Services to Business Users, including to process online payment transactions, to calculate applicable sales tax, to invoice and bill, and to calculate their revenue. Mollie may also use Personal Data to provide and improve our Business Services.
 - For payment transactions, your Personal Data is shared with a number of parties in connection with your transaction. Because Mollie act as a service provider or processor, Mollie shares Personal Data to enable the transaction. For example, when you choose to use a payment method for the transaction (e.g. credit card, debit card, buy now pay later, or direct debit), your payment method will receive the Transaction Data that includes your Personal Data. Please review your payment method's privacy policy to learn more about how they use and share this information.
 - The merchant you choose to do business with will also receive Transaction Data that includes your Personal Data and the

merchant may share that Personal Data with others. Please review your merchant's privacy policy to learn more.

- **Other Financial Services.** Some of our Business Users use our Services in order to offer financial services to you, through Mollie or its financial partners. For example, they may provide a card product that enables you to purchase goods and services. These cards may carry the Mollie brand, bank partner brand and/or the brands of Business Users. In addition to any Transaction Data Mollie may produce or receive when these cards are used for purchases, Mollie will also receive and use your Personal Data in order to provide and manage these products. Please also see the privacy policies of the Business User and our bank partner, if applicable, associated with the financial service (whose brands may be shown on the card).
- **Identity/Verification Services.** Mollie uses Personal Data about your identity, including information provided by you and our service providers, to perform verification Services for Mollie or for the Business Users that you are doing business with and to reduce fraud and enhance security. If you provide a "selfie" along with an image of your identity document, Mollie will use technology to compare and calculate whether they match and you can be verified. [Learn More.](#)

Fraud Detection Services. Mollie uses your Personal Data collected across our Services to detect and prevent fraud against us, our Business Users and financial partners (e.g. Mollie Radar), including to detect unauthorized log-ins using your online activity. Mollie may provide Business Users (including card issuers and others involved in payment processing activities) that have requested our fraud Business Services with Personal Data about you (including your attempted transactions) so that they can assess the associated fraud risk with a transaction. You can learn more about how Mollie may use technology to assess the fraud risk associated with an attempted transaction and what information Mollie may share with Business Users about such risks [here](#) and [here](#)

F) Detailed rules on telephone communication after concluding the contract and use of the payment method:

The related Government Decree If the company provides a telephone communication after concluding the contract, then the company ensures that the consumer is not charged a premium rate for any calls to the company. The customer service telephone number of lostandfound-artandobjects.be is a normal (non-premium rate) telephone number: (Antwerpen: tel.: +32 475 79 51 78 or Ghent:, tel.:+32 486 76 25 82). **The related Government Decree** The company may not charge any expenses borne by it with relation to the use of a given payment method (such expenses are the cost of cash on delivery, which is charged forward at the same value).

G) This information material and all product descriptions on this website are subject to the related Government Decree. The Consumer indicates his/her/them request for delivery by clicking on the Order button, thereby requesting an "immediate" delivery of the applicable Government Decree. Orders can be placed on the website 24/7. The orders submitted are processed on days when the physical shops are open between 11 and 17 o'clock. Orders can be placed outside the timeframe specified above with the orders submitted over working hours being processed on the following day. Our Customer Service sends a confirmation email. The estimated delivery depends on the destination and the previous agreement between the Customer and the company.

The process of ordering:

- 1. You cannot purchase in our webshop without registering**
- 2. The products to be purchased should be placed in the shopping basket one by one using the add to cart button**
- 3. Having selected the preferred products, you can check the content and total sum of your shopping basket (you can always see the full shopping basket on the right upper corner of the screen).**
- 4. To complete the ordering you have to**
 - I. fill all the the fields with your data (you can only correct any mistakes prior to clicking on the CHECKOUT button),**
 - II. Accept the further delivery costs or prepare for in shop collection.**

***The shipping cost will be calculated and provided after finalising the purchase with the Customer based on the destination and paying method.**
- 5. The system will automatically send you an email confirming that your order has been received.**
- 6. The courier service contacts you via email or on telephone with the expected date of delivery.**

PLEASE NOTE Please request delivery to a place where someone aware of the delivery is always accessible. Please only order the preferred product if you will be able to pay the delivery price as well or you able to collect the products in our shops.

H) Based on the applicable Government Decree, the Consumer may

withdraw from fulfilling the contract within 14 calendar days of placing the order by sending a declaration via email to orders@lostandfound-artandobjects.be in accordance with the related Government Decree. The Consumer may not cancel orders placed in the webshop over the telephone (verbally). The full price of the order terminated by a declaration of cancellation shall be compensated by the Provider within 14 days from termination by wire transfer in accordance with the applicable Government Decree.

Model declaration of cancellation:

Addressee:

I/We undersigned, declare that I/we wish to exercise my/our right to withdraw from the contract concluded for the below service:

.....

Date of contracting/date of acceptance:

Name of Consumer(s):

Address of Consumer(s):

PLEASE NOTE

The Consumer may not exercise his/her/their right to withdrawal with regard to the applicable Government Decree, particularly a) and d), if the order was placed in this webshop, the Provider accurately delivered

the goods, but the Consumer is not willing to accept them. On the other hand.

I) Customer Service, information and submission of claims: on weekdays between 10:00 and 17:00 via email.

J) Warranty

As all the products are vintage and antique products the Customer must acknowledge that she/he/they bought an antique and used product with unique features and unique, not always perfect condition.