

Terms and Conditions - v4

Souvenirs M. Moret

18-04-2020

Business information

Souvenir M. Moret
Vlamingstraat 1, 8000 Brugge, Belgium
info@souvenirsmoret.be
+32 (0)50 33 40 45
BTW BE 0518.852.406

Article 1: General provisions

The e-commerce website of Souvenirs M. Moret, a self-employed professional with its registered office at Vlamingstraat 1, 8000 Brugge, België, BTW BE 0518.852.406 (hereinafter “[Souvenirs M. Moret]”) 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 Souvenirs M. Moret, 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 explicit accepted beforehand in writing by Souvenirs M. Moret.

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 Souvenirs M. Moret. With respect to the accuracy and completeness of the provided information, Souvenirs M. Moret is solely bound to obligation of means. Souvenirs M. Moret 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The product selection is valid while stocks last and may at any time be changed or withdrawn by Souvenirs M. Moret. Souvenirs M. Moret 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

To purchase an item you must first add it to your shopping cart. In your shopping cart you will find an overview of the selected items. After entering your contact and payment details and accepting the terms and conditions, you are bound by this agreement.

After this you will be redirected to the payment page. Payments are made through an online payment partner in a secure environment.

The Customer may choose between the following payment methods:

- Bancontact
- Credit card (Visa, Mastercard, ...)
- KBC/CBC- payment button
- Belfius payment button
- Paypal

- Bank transfer:

For this you will receive the payment details by email after placing your order. Below you can find our bank account information:

Rek. nr.: BE35 6528 3297 3337
BIC/SWIFT: BBRUBEBB
Naam: Frederic Goetinck-Moret
Met vermelding van het order-/factuurnummer

Souvenirs M. Moret is entitled to refuse an order or subject it to additional conditions such as for large orders, orders by minors, incomplete ordering procedures or problems with previous orders.

Article 5: Delivery and execution of the agreement

The orders placed are processed by Souvenirs M. Moret as soon as possible. Usually orders are processed within 3 working days after receipt. If a product is not in stock, you will be notified by email.

Orders are sent to the address chosen by you.

The shipping costs will be communicated to you in your shopping cart, before confirming your purchase.

Articles ordered via this webshop will be delivered in the countries of the EU, with the exception of Cyprus and Malta.

Deliveries are made by bPost or DPD, depending on the destination country.

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 Souvenirs M. Moret.

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 Souvenirs M. Moret.

Article 6: Retention of title

Delivered articles remain the exclusive property of Souvenirs M. Moret 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 Souvenirs M. Moret, 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 Souvenirs M. Moret.

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 date 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 Souvenirs M. Moret, Vlamingstraat 1, 8000 Brugge, Belgium (+32 (0)50 33 40 45, info@souvenirsmoret.be, in an unambiguous statement (e.g. in writing by post 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.

In any event, the Customer has no later than 14 calendar days from the day that they notify Souvenirs M. Moret of their decision to withdraw from the agreement to send back or hand over the goods to Souvenirs M. Moret, Vlamingstraat 1, 8000 Brugge, Belgium. 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.

If the returned product is reduced in value in any way, Souvenirs M. Moret 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, Souvenirs M. Moret 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 Souvenirs M. Moret was notified by the Customer of their decision to withdraw from the agreement. For sales agreements, Souvenirs M. Moret may wait on the reimbursement until all the goods have been sent back.

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

Souvenirs M. Moret 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 Souvenirs M. Moret 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 Souvenirs M. Moret 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 Souvenirs M. Moret customer service and to return the product at their own expense to Souvenirs M. Moret.

Upon detection of a deficiency, the Customer must inform Souvenirs M. Moret 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

Souvenirs M. Moret customer service can be reached at phone number +32 (0)50 33 40 45, via e-mail at info@souvenirmsoret.be or by mail at the following address Vlamingstraat 1, 8000 Brugge, Belgium. Any complaints can be made through the aforementioned customer services contact methods.

Article 10: Penalties for non-payment

Without prejudice to the exercise of any other rights that Souvenirs M. Moret 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, Souvenirs M. Moret is entitled to take back the unpaid or incompletely paid for articles.

Article 11: Privacy

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

The personal data you provide will be collected and processed by Souvenir M. Moret for customer and order management, including customer administration, follow-up of orders / deliveries, invoicing, follow-up of solvency, profiling and sending marketing and personalized advertising (e.g. newsletter).

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 to Souvenirs M. Moret, Vlamingstraat 1, 8000 Brugge, Belgium, info@souvenirmsoret.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 Souvenirs M. Moret, Vlamingstraat 1, 8000 Brugge, Belgium, info@souvenirmsoret.be.

We treat your information as confidential and shall not communicate, rent or sell it to third parties.

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 Souvenirs M. Moret has no access to your password.

Souvenirs M. Moret 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 info@souvenirmsoret.be.

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.

What is a cookie?

A cookie is a small text file that is sent to your computer. When you visit a website Both this website and other parties may place cookies.

What are cookies used for?

This website uses cookies to improve. Ease of use and performance of the website Using cookies, we make sure to include that you do not always receive the same information when you visit our site or enter . Cookies make surfing the site so much more pleasant.

There are different types of cookies. This website uses persistent cookies and session cookies.

Permanent cookies: Allows the website can be set to your preferences. For example, to your consent to allow cookies to remember. As a result, you do not have to repeat so you save time and easily navigate through the online store. Your preferences Persistent cookies can be removed via the settings of your browser.

Session cookies: Using a session cookie, we can see which parts of the website you have viewed this visit . We can therefore adapt to the surfing behavior of our visitors as possible. Webshop These cookies are automatically deleted when you close your browser.

With the specific purpose of this Web site places cookies.

This web site places cookies for the following reasons:

Shopping Cart (functional cookie): Remember what products are in your shopping cart. Without this cookie, you can order any products or in your shopping basket.

Cookie selection (functional cookie): Remember that you have given to the placing of cookies our permission.

Google Analytics (tracking cookie) : Measure how you use the website and how you found us and reports in attempt to gain insight here .

Google AdWords (tracking cookie) : we measure how you use the website and how you found us. We use this knowledge to improve. Our AdWords campaigns

Facebook (Social Media cookie): This cookie is possible to 'like' our Facebook page. This button works through code from Facebook itself originates.

Twitter (Social Media cookie): This cookie is possible to follow our Twitter page. This button works through code that originates from Twitter itself.

AddThis (Social Media cookie): This cookie is it possible to share via Facebook, Twitter, Hyves and various other social media websites our content.

Affiliate marketing (marketing cookies): We use these cookies to reward them for their contribution to the sales partner sites (affiliates, such Daisycon, TradeTracker and Cleafs) .

Review sites (marketing Cookies): We like to be judged by customers. We use a review site such as The Feedback Company. These places cookies for proper operation.

How can I manage or delete cookies?

Generally, cookies can be managed, edited and deleted by your browser. More information on and off, and cookies can be found in the instructions and / or using the help function of your browser.

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 Souvenirs M. Moret 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 Souvenirs M. Moret 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 Brugge (Belgium) district have jurisdiction in the case of any disputes.