

**(Translated from Dutch, only for reference)**

## **GENERAL TERMS AND CONDITIONS WEBSHOP**

These general terms and conditions apply to the sale that is executed via an online order on this website and regulate the contractual relationship between LIT D'ART BV as seller and the buyer who places his or her order online. By placing this order, the buyer confirms to know and accept these general terms and conditions.

### **1. Seller details**

LIT D'ART BV.

Schildersstraat 6, 2000 Antwerp Belgium

Email: hello@litdart.com

Company number: (BE)0717691617

### **2. Pricing of the sale**

The online order does not yet make the sale. The sale is only concluded when LIT D'ART BV confirms the order by email. LIT D'ART BV reserves the right to refuse an order without any reason or compensation being required. The buyer will be informed of this as soon as possible.

If the ordered item is no longer in stock, the buyer will also be notified as-soon-as-possible and he will be able to choose to cancel the order with a refund of the amount already paid.

The prices as stated on the website in euros include all taxes that apply in Belgium (including VAT, ...). These prices do not include transport and packaging costs or other additional services. These prices will be quoted separately via the order information.

### **3. Payment**

Payment is required when the order is placed online. As stated in article 2, the order and payment does not yet conclude the sale, it is only confirmed when the order is confirmed by email by LIT D'ART BV.

If, by exception, payment is not made at the time of the order, payment must be made within the agreed term. In the event of late payment, default interest of 8% and additional compensation of 10% will be owed by operation of law without prior notice of default.

In the event of late payment, LIT D'ART BV can choose to cancel the order. Contrary to Article 1583 of the Civil Code, LIT D'ART BV retains full ownership of the sold items until the buyer has fulfilled all obligations, in particular the payment obligation.

#### **4. Terms of delivery**

The purchased items will be shipped at the buyer's expense to the specified address in Belgium or abroad. The shipping costs owed are clearly stated order information provided. The purchased items will be shipped to the specified address as soon as possible. The delivery period indicated on the website is only indicative and not binding.

LIT D'ART BV can never be held liable for the fact that the order is delivered to a third party at the indicated address. If no one is present at the indicated address, a message will be left by the carrier for further processing of the delivery. The buyer is responsible to inspect the purchased items immediately upon delivery.

Problems related to the order or delivery must be reported by the buyer to LIT D'ART BV within ten (10) at the latest.

#### **5. Right of withdrawal**

The buyer has the right to cancel his purchase within fourteen (14) calendar days, without being due any compensation. This period starts to run from the delivery of the purchased items (to the buyer or a third party) at the indicated address.

In order to exercise the right of withdrawal, the buyer must communicate this decision to LIT D'ART BV at the address mentioned above, together with the return of the items on which the right of withdrawal is exercised.

These items must be returned unused, in perfect condition and in original packaging to LIT D'ART BV at the expense of the buyer. LIT D'ART BV undertakes to refund the items within thirty (30) calendar days after receipt of the return shipment. However, the shipping costs and return costs are not reimbursed.

#### **6. Warranty**

The consumer has a legal guarantee pursuant to the statutory provision of the law on the protection of consumers during sales and the Civil Code. This guarantee only applies to sales and delivery in Belgium.

This warranty does not apply if the defect is caused by non-compliant use. If the purchased item shows a defect within the statutory warranty period, the customers must inform LIT D'ART BV within the period of two (2) months.

#### **7. Applicable Law and Court of Jurisdiction.**

In the event of a dispute, only Belgian law applies and only the Courts of the registered office of LIT D'ART BV are competent.

#### **8. Privacy**

Consult our [privacy statement here](#).