

# TERMS AND CONDITIONS

You can download or read our terms and conditions on the following link: [terms and conditions](#).

## Article 1 – Object and scope of application

1.1. The present Terms and Conditions (hereinafter the "General Conditions") define the rights and obligations of the parties within the context of the sale of products at (hereinafter the " Products") and the use of the Internet website Mcalsonline (available at [www.mcalsonline.com](http://www.mcalsonline.com) , hereinafter the " Site").

1.2. The General Conditions are concluded between the limited company under Belgian law S.E.P.T. BVBA, registered at the Crossroads Bank ("Kruispuntbank van Ondernemingen") under the number 0840.699.691 (VAT BEO840.699.691), whose head offices are located at Aannemerstraat 24, 9040 Sint Amandsberg, in Belgium, hereinafter the "Seller", and the person wishing to consult the Site, hereinafter the "User". The User and the Seller are hereinafter jointly called the "Parties". The Parties agree that their relations shall be exclusively governed by the General Conditions, to the exclusion of all conditions previously available at the Site.

1.3. Any Order of a Product proposed at the Site (hereinafter the "Order"), implies the prior consultation and express agreement to the present General Conditions by the User. However, this agreement is not conditioned by a handwritten signature from the User. Pursuant to the provisions of the 9 July 2001 Act fixing certain rules concerning the legal frame for electronic signatures and certification services, it is hereby reminded that the Order form validation, according to the provisions of Article 5 of the General Conditions, constitutes an electronic signature which has, between the Parties, the same value as a handwritten signature and constitutes the proof of the entire Order and of the playability of the amounts due for this Order.

1.4. The General Conditions exclusively concern the Users, who are non-merchant natural persons.

1.5. The User wishing to buy a Product at the Site declares possessing full legal capacity. Any person, who is incompetent in the sense of Articles 1123 and followings of the Belgian Civil Code, may not, under any circumstances, buy at the site, or must do it through the intermediary and under the responsibility of his legal representative. This legal representative must respect the present General Conditions.

1.6. The Privacy Policy is an integral part of the General Conditions. Said Privacy Policy can be red and downloaded on the page "Privacy Policy".

## Article 2 – Exclusion of Users

2.1. The Seller reserves the right to exclude, at any time, a User, for instance in cases of non-payment of previous purchases, or in case of frequent, abnormal and/or abusive returns. The User shall be informed of his exclusion by an e-mail sent to the address indicated at the time of his registration.

## Article 3 – Products description and availability

3.1. The Products proposed for sale are those figuring at the Site with a description of their essential characteristics, at the time and day of the Site consultation by the User, while supplies last. The Seller implements all reasonable means to display at the Site the Products availability in real time, but may not be held liable if a Product were to be unavailable to honor the User's Order. In case of the unavailability of one of the ordered Products, the Users shall be informed and shall have the choice to either modify his Order or cancel it. In the latter case, he shall be reimbursed of the amount of his Order if payment was already made.

3.2. The photos, legends and other descriptive elements illustrating the Products are not contractual. If those photos and/or legends present some inaccuracies, the Seller cannot be held liable. The Seller commits to make its best efforts to rectify as quickly as possible the inaccuracies or omissions after having been informed of their existence.

## Article 4 – Purchase Price and Preparation and Shipping Costs

#### 4.1. Product Purchase Price

4.1.1. Each Product Price is displayed at the Site (hereinafter the "Purchase Price") in euros. This Price is valid in every country in which the Site operates

4.1.2. The Purchase price doesn't include: (i) Preparation costs, (ii) Shipping Cost, (iii) any custom or import related cost (incl: import rights, -tariffs and -taxes), which are chargeable to the User, nor (iv) the deduction of any discount or purchase voucher personally awarded to the User.

4.1.2. The Seller reserves the right to modify its prices at any time, but Products shall be invoiced on the basis of the Purchase Price in force at the time of the order validation, depending on availability.

#### 4.2. Preparation and Shipping Costs

4.2.1 At the time of the Order, Users commit to pay, further to the Products Purchase Price, the Preparation and Shipping Costs. Those Costs vary, depending on the type, quantity and weight of ordered Products, and the delivery mode chosen, and must be understood as VAT included. The User may consult the amount of these costs at the Site by going through the checkout cycle, where the total amount corresponding to the Products Purchase Price and to the Costs are displayed before final approval for the Order.

4.2.2 The Seller reserves the right to modify the Preparation and Shipping Costs at any time, but the Costs shall be invoiced on the basis of the Purchase Price in force at the time of the order validation, depending on availability.

4.2.2. The seller might decide not to charge the Full Shipping Costs to the User, and thus taking part of the Shipping Costs at the Sellers expense. In this case the Full Shipping Costs remain due and shall not be reimbursed if the User returns part or all of his Order pursuant to his Cancellation right, as detailed in Article 8 of the present General Conditions. Full Shipping Cost and Shipping Costs which are charged to the User can be found on the page 'Shipping and Deliveries' under the caption 'Shipping costs indication'.

#### Article 5 – Order modalities

5.1. To order, the User must fill in the order form available at the Site, where he shall indicate the details necessary to his identification, such as his surname, first name, billing and shipping address. The Seller shall not be held liable for the communication of inaccurate details. After having filled in the order form, the User shall be invited to finalize the Order process, by which the User declares fully accepting and without reserves the whole present General Conditions.

5.2. The Seller shall confirm each Order by sending an e-mail to the User within 24 hours of the Order on the Address indicated by the User (hereinafter "Order Confirmation"). This Order Confirmation shall mention among other things, the Order date, the Product(s) ordered, it's Purchase Price with the Costs, as well as the Delivery address and specifications.

The data recorded by the Seller, as well as the Order Confirmation, constitute the proof of the contractual relationship between the Parties.

5.3. The Seller reserves himself the right to refuse or cancel any Order or Shipping in case of (i) existing dispute with the User, (ii) partial or total non-payment of a previous Order(s), (iii) credit card payment authorization refused by the banking institutions or (iv) reception of bank overdraft payment after seven (7) days (as detailed in Article 6.3.) . In this case, the Seller's liability may not, under any circumstances, be engaged.

5.4. After dispatch of the Product(s) from our warehouse, the User shall not be entitled to cancel his Order anymore, but shall be able to use his Cancellation right, according to the conditions stipulated in Article 8 of the present General Conditions.

#### Article 6 – Modalities of payment

6.1. The purchases payment is made either trough the Site or by bank overdraft. At the time of the Order validation, the User chooses one of the proposed modes of payment.

6.2. On-Site payment

6.2.1. On Site payment can be made by credit card, such as Visa, Mastercard, American Express or by Paypal. For such payments the User is redirected to secure pages from Paypal. In case the User chooses for a credit card, he needs to indicate the name appearing on his credit card, the card number, its expiry date and the control number. Some issuing banking institutions may request an additional signature, such as a digipass. The payment validity is confirmed or not after verification with the issuing banking institution. If the payment is confirmed, the withdrawal takes place, according to the methods agreed with the card issuing bank.

### 6.3. Bank overdraft

6.3.1. In case the User chooses for payment through bank overdraft, he is required to do so within a time frame which leads to reception of the full amount, being Purchase Price, Preparation and Shipping Costs, on the Seller's bank account (BE14-36309445-3283 SWIFT: BBRU BE BB) within seven (7) days after the Order validation. The Seller will reserve the ordered goods for seven (7) days after the order is validated. If the full amount is not received on the Seller's bank account within seven days after the order validation, the Seller will automatically cancel the order and restock the ordered goods. In such case the User will receive an email confirming the cancellation.

6.3.2. If the User's payment is received after seven (7) days following the Order validation the Seller will refund the full amount less transaction costs to the User within thirty (30) days after reception of the said payment.

6.4. Title to the Product(s) shall remain with the Seller until full payment of the Purchase Price and Costs indicated at the time of the Order.

## Article 7 – Delivery

7.1. The Delivery is carried out by the Seller anywhere in any of the countries covered by the Seller's Shipping provider. At the time of Delivery, a sale invoice is handed over to the User. The Seller shall make its best efforts to send the Order to that address within the days following the Order validation. The delivery person shall go to this address between 8 AM and 6 PM during weekdays, and shall hand over the parcel(s) to the addressee or any other person present at the address. In case of absence, a notice shall be left in the mailbox of the designated address. It is up to the User to contact the delivery person to agree on a new delivery date. If the User does not organize a new delivery within 2 weeks from the Order's validation, or if he is absent at the time of the new delivery, the Order shall automatically be returned to the Seller, who shall contact the User in order to organize the Order delivery. In this case, additional costs may be charged to the User.

7.2. The risks shall pass to the User at the time of delivery. Each delivery is deemed to be carried out as soon as the Product is at the disposal of the User according to the mode of delivery chosen, i.e. the chosen delivery address. The proof of this shall be materialized by the control system used by the delivery person.

7.3. The User must verify the parcel(s) when it/they arrive(s) and make every reserve and complaint which appears justified, or even refuse the parcel(s) if it/they might have been opened or if it/they present(s) obvious traces of deterioration. The abovementioned reserves and complaints must be directly addressed to the carrier by registered mail with acknowledgement of receipt, within three (3) working days following the Product delivery. A copy must also be sent to the Seller.

## Article 8 – Cancellation right and modalities of return

8.1. If one of the Products purchased does not suit the User, the latter has the right to cancel his order within fifteen (15) calendar days of the day following the delivery, without any penalty or explanation, in accordance with the European and National legal provisions which are applicable to the General Conditions (1). Within that delay, the User must notify the Seller of his intention to use his Cancellation right, by filling in a "Return/ exchange request" which can be downloaded on the page "Returns and Guarantees" and following the procedures set forth in the form. From the moment the User expresses his intention to return part or all of his Order; he has ten (10) calendar days to return the Products to the Seller. The non-compliance with that delay shall cause the User to be deprived of this Cancellation right. In consequence, he shall have to pay his Order.

8.2. The Products must be returned to the address mentioned below, unless otherwise specified to the User, by any means of transport left to the choice of the User, who must keep the dispatch proof: Mcalsonline, Broekstraat 86, B-9270 Laarne (Belgium). The costs and risks of the return shipping are at the Users discretion.

8.3. If the User uses his Cancellation right, according to the abovementioned modes, the Seller commits to reimburse the Purchase Price to the User, if already paid, within thirty (30) days of the receipt by the Seller of the return package. However, Preparation and Shipping Costs remain due even if the entire parcel is returned.

The reimbursement shall be made as follows:

If the User paid his Order by credit card, once the returned articles shall have been checked, an amount shall be credited on the credit card used by the User, corresponding to the returned articles Purchase Price, reduced by the amount of the purchase voucher(s) or discounts used to pay the Order. The reimbursement to the User shall be made according to the methods agreed upon with the card issuing bank or by bank overdraft, to the bank account provided by the User on the return form. If the User paid by another mean of payment, the reimbursement shall be paid by bank overdraft, to the bank account provided by the User on the return form. In case no valid bank account number has been provided on the return form, the Seller shall be entitled to pay the amount to refund in the form of a purchase coupon valid on a future purchase on the Site.

8.4. The User shall not be entitled to this Cancellation right if the delivered Products have obviously been used, are damaged or if there are missing parts. The Products must imperatively be returned properly protected, in their original packaging, in a perfect state allowing their resale (not damaged nor dirty), with all accessories, user manuals and brochures, to the abovementioned address, with the original sale invoice, a copy of it being kept by the User and the Return Confirmation. Otherwise, Products cannot be returned. Parcels without any element allowing the identification of the sender (return code, Order number, surname, first name, address) cannot be returned either. The articles sent but not accepted for return shall be kept by the Seller at the User's disposal. The User must take them back and pay them.

8.5. In case of abnormal or excessive returns, the Seller reserves the right to refuse any further Order.

#### Article 9 – Legal warranty

9.1. The User benefits from the legal warranty (articles 1649bis and further, Belgian Civil Code) for any compliance defect existing at the time of the Product delivery, if he was not or could not be expected to be aware of the defect at the time of the conclusion of the contract, and if it appears within two years from delivery. In this case, the User may request either the replacement of the Product at no cost, within a reasonable delay and depending on the availability of similar articles, or an adequate discount on the Purchase Price, or the termination of the contract, according to the conditions set up by law. The User shall, however, not be allowed to request the termination of the contract in the case of a minor compliance defect. If the case arises, the articles tear and wear resulting from the article use by the User since the delivery shall be taken into account.

9.2. The User must inform by writing the Seller of his intention to appeal to the legal warranty, at the latest within two months from the day he discovered the defect. The return costs of the non-compliant article shall be supported by the Seller, as long as the return is by the Belgian post. Those return costs may be credited in the form of a purchase voucher, to use for a further Order, or may be included in the possible reimbursement.

9.3. The warranty does not apply to:

- the normal wear and tear of certain articles;
- the defects and damages caused by the User's fault.

For any request for or question about information, the User may contact the Seller, by using the contact form available at the Site under heading “Services” section “Contact us”, and selecting " Questions about the order".

#### Article 10 – Privacy policy

10.1. The Privacy policy set forth on the Site is an integral part of the General Conditions. You can read and download the privacy policy under the heading "The online shop" section "Privacy Policy".

#### Article 11 – Liability

The Seller only undertakes an obligation of means at all stages of the Site access, from the Order processing, till the shipping or any further services.

The Seller may not be held liable for all inconveniences or damages linked to the use of Internet, such as a service rupture, an external intrusion or the presence of informatics viruses, or any other event constitutive of force majeure.

Under no circumstances shall, the Seller's liability under the present General Conditions exceed the actual sums paid or to be paid at the time of the transaction concerning the Products with respect to which such claim is made, whatever the cause or the form of the claim.

#### Article 12 - Intellectual Property

All elements of the Site, being visual or sonorous, including the underlying technology, are protected by copyright, brand or patent law, and more generally by intellectual property, as well as by the law concerning databases. They are the exclusive property of the Seller. The User processing a personal Internet website and wishing to put, for his personal use, on his website a direct link to the Site, must compulsorily request the Seller's authorization. This must not be understood as an implicit contract or registration. On the other hand, any hypertext link to the Site, and using the framing technique, the in-line or deep linking technique, is strictly forbidden. In any case, every link, even tacitly authorized, must be removed at the Seller's simple request.

#### Article 13 - Contact and enquiries management

In case a User has a question related to his purchase, he can contact the Seller through the contact form available under heading "Services" section "Contact us" of the Seller website or using the following email address [info@mcalsonline.com](mailto:info@mcalsonline.com). The Seller will contact the User with a maximum 5 working days delay to provide an answer to the User's enquiry.

#### Article 14 – Governing Law and jurisdiction

The General Conditions are governed by Belgian law. In the event of a dispute, the Parties shall try to find an amicable solution before initiating any proceedings. Failing an amicable settlement, the dispute shall be subject to the exclusive jurisdiction of the Gent judicial district Courts (Belgium).

#### Article 15 – Separable provisions

If one or more provisions of the General Conditions are held invalid or declared as such by application of a law or a regulation, or following a final decision from a competent court, this shall not affect the validity of the other provisions. The General Conditions, the Privacy Policy and the Order summary transmitted to the User form a contractual ensemble and constitute the whole contractual relations between the Parties. If there is any contradiction between those documents, the General Conditions shall prevail.

#### Article 16 – Proof

The computerized databases stored in the computer systems of the Seller and its partners under reasonable security conditions, shall be considered as proofs of the communications, orders and payments between the Parties.

#### Article 17 – Modification

The Seller reserves the right to modify the General Conditions and shall communicate the new version to the Users through the Site.

*(1) (i) The directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts, and the national transposition laws (the Belgian Act of 14 July 1991 Act on commerce practices and on information and protection of the customer, the Luxembourg Act of 16 April 2003 on the protection of consumers with regard to distance contracts, and the Netherlands Act of 1 February 2000 on the distance selling) and (ii) the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market and the national transposition law.*

*(2) The Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the national transposition laws (Belgian Act dd. 8 December 1992 Act on Privacy Protection in relation to the Processing of Personal Data, the Luxembourg Act of 2 August 2002 on the protection of individuals with regard to the processing of personal data and the Netherlands Act of 03 July 2000 on the protection of personal data).*