

General Terms and Conditions of Sale

Dernière mise à jour : 01-05-2024

Article 1 - Subject

These general conditions of sales (hereafter referred to as “GCS”) are of application for every order placed on the website (www.sunslice-solar.com) (hereafter named “the Website”) and prevail over every clause or condition contained in the orders or documents emanating from the Client. They define all the contractual obligations between Sunslice SPRL and the Client, which apply from the express acceptance of the GCS when completing the order on the Website.

The present GCS only apply to consumer (i.e. any natural person) sales; acting for purposes that do not fall within its commercial, industrial, artisanal or liberal activity. For any commercial purchase or any purchase that exceeds the maximum amount authorised on the Website, the Client is requested to contact Sunslice.

The present GCS can be revised at any time and without prior notice. These modifications are opposable from their online release on the Website. They shall be applied to subsequent orders.

General contact informations:

- Company : Sunslice SPRL
- Head office: Chemin du Cyclotron, 6; Ottignies-Louvain-la-Neuve, 1348 Belgium
- VAT number: BE 0680.474.695
- Company number at the CBE: 0680 47 46 95
- Email address: contact@sunslice-solar.com

The return address is :

- Sunslice SRL
- Attn : Bernard Van Hoef , tel : +32 498 97 99 71
- Chaussée de Namur 227, 5030 Lonzée, Belgium

ATTENTION: returns are only accepted on prior request by e-mail. Please also mention your order number.

Article 2 - Offer and order

The products are only sold via the Website, and the payment is made in accordance with Article 4. Once the order has been registered, Sunslice will send an electronic invoice to the email address provided by the Client. The price is entirely due at the moment of the order. Sunslice then ships the products once the payment has been completed, in accordance with Article 5 of the present GCS.

Sunslice has all rights to refuse to execute the order when it appears that the Client has the intent to resell the product for his own profit.

The features of the products (description, weight, dimensions, etc) are indicated on the Website and on the instruction manual (given at delivery). They can be modified by Sunslice without affecting the essential features of the product.

Article 3 - Prices

The prices shown on the Website are expressed in Euros (€). Belgian taxes are included. If the receiving countries are established outside of the EU, additional taxes could be asked to the client at the delivery. There shall also be rights and import taxes that will be collected at the delivery at the shipping address. The payment of these rights and taxes is at the expense of the Client.

Any change of the applicable VAT rate or any other tax can impact the price of the products.

The prices exclude the cost of order processing and delivery: those costs are to be indicated separately next to the total price of the order before approval.

Article 4 - Payment

The price is directly payable upon the confirmation of the order. The payment of the invoices can only be made through one of the above:

- Credit card: Visa, Mastercard
- Debit card: Bancontact
- Net Banking: Paypal.

Article 5 - Delivery

Delivery times vary depending on the shipping method the Client has chosen. Although every effort is made to ensure the delivery within the shortest period of time, Sunslice could not be held responsible in case of any delay in the delivery. The delivery dates indicated by Sunslice are simply indicative. Therefore, the Client is not entitled to use any late delivery as a justification for cancelling the sale, rejecting the products or claiming any compensation.

If the Client requires a modification of the order when it is being executed, the delivery time as well as the price can be modified.

In case of multiple deliveries, the failure in whole or in part of one or more partial deliveries shall not affect other deliveries; each one of them being considered as part of a separate contract.

Article 6 - Right of renunciation

The Client can benefit of the renunciation right within 14 days as from the day after delivery day, without any fee nor motive. Complaints must be reported beforehand following the procedure described on the Website.

The Client must return the product and its packaging in perfect condition within the 14 days following its notification of renunciation to Sunslice. All costs relating to the product return are beared by the Client.

Sunslice has 14 days to reimburse the total price of the order starting from the good reception of the returned package by Sunslice.

The use of one part of the product ordered and delivered automatically leads to the acceptance of the whole product. The defects of one part of the delivered product do not give the right to the Client to refuse the order as a whole. Therefore, the responsibility of Sunslice is limited to the refund of the price related to the non-conforming part of the product or to the replacement of it.

Article 7 - Guarantees

1. Legal guarantee for consumers

The Client in his quality of consumer is entitled to a legal guarantee of two years.

- a) This only guarantees the defects of conformity existing upon delivery of the product. Are excluded:
 - any direct or indirect damage caused to the product after delivery (drop, impact, etc);
 - any damage following a fire, water damage, accident, etc;
 - any damage following a negligence, non judicious treatment, abnormal use of the product.
- b) The defect must appear and be reported within two months upon discovery, otherwise the Client shall be deprived of his right of claim.

Upon these conditions and within the time limit, this guarantee includes the replacement (depending on the available stock) or the repair of the product at no cost for the Client.

The defectuous product shall be sent back to Sunslice when the guarantee is invoked. Sunslice determines by itself if the guarantees for hidden defects or consumers goods apply in the given situation. The refund of the product and the delivery cost shall be proceeded to under the condition of showing a proof of payment for the package sent to Sunslice.

If somehow a repair or replacement is not possible, disproportionate in regard to Sunslice or would cause serious inconvenience to the Client, an appropriate reduction of the price or refund shall be offered to the Client or the contract shall be resolved and the total price reimbursed, under the condition of delivery of the defectuous product.

2. Hidden defects guarantee

If the defect does not appear within the two years of the first guarantee, the Client can take legal action on hidden defects (Civil Code, articles 1641 and following). The Client must act promptly upon discovery of the hidden defect on the product.

The Client must show proof of existing defect at the moment of the sale. The Client will have the choice between a full refund of the price or a partial refund.

Article 8 - Force majeure

Any case of force majeure or fortuitous event, regardless of the will of Sunslice that Sunslice could not reasonably prevent, rendering the execution of the contract by Sunslice impossible, shall exempt Sunslice of all liability for any problem caused by the breach of obligation.

Are considered cases of force majeure: all circumstances that prevent, reduce or delay the execution of the order (strikes, disruption of traffic, accidents, exceptional weather conditions, delay of the supplier, *etc.*)

Article 9 - Intellectual property

All the products sold on the Website are the exclusive property of Sunslice and protected under existing Belgian Intellectual Property Law.

The graphic design and editorial policy are exclusive property of Sunslice and also protected under existing Belgian Copyright Law.

The elements of presentation of the products shown on the Website (videos, photographs, drawings, product sheet, *etc.*) are also the exclusive property of Sunslice and cannot be reproduced without express permission.

Article 10 - Personal data

Sunslice only collects personal data that are necessary for the good functioning of the Seller and the Website, as well as for good delivery of the orders placed by the Client on the Website. Sunslice guarantees the personal data that will be considered strictly confidential and will never be disclosed or revealed to a third party without the Client's agreement.

Article 11 - Applicable law and legal remedies

The present GCS are executed under existing Belgian law.

The Client agrees that any electronic means of proof (such as emails) shall be used as part of the contract with Sunslice.

In case of a dispute due to breach of obligation, wrong interpretation or any other controversy related to the present GCS, it shall be first resolved by a settlement agreement before any legal action. If the settlement agreement shall fail, the only competent jurisdictions for all litigation and dispute are those of the District Court of Brabant wallon.

Article 12 - Salvatory clause

If any term of the present GCS is held void, invalid, unenforceable, illegal, non-applicable, due to a law enforcement, a regulation or a final court decision, this modification shall not affect the validity, lawfulness or applicability of the remaining terms. It shall also not exempt the Client from the performance of his own contractual obligations.

Sunslice can ensure that they will put every effort necessary to replace the invalid term by a valid and legal one, compatible with existing law, mandatory provisions and public order.

The titles and denominations used in the present GCS shall not affect the meaning or the scope of the terms that they stand for. They are only used for ease of communication.