

SECTION 1 – PURPOSE AND SCOPE

- 1.1 These general terms and conditions (hereinafter the "General Terms") apply to the contractual relations between the Belgian company **BELLEROSE BELGIUM SA** having its registered office at 1213 Chaussée de Waterloo, 1180 Uccle, registered with the Belgian trade register under the number 0442.058.395, hereinafter called «**Bellerose**» and/or «**Us**», and the «**Customer**» and/or «**You**» on the website: www.bellerose.com, (hereinafter called the «**Website**»).
- 1.2 The purpose of these General Terms is to define the terms and conditions for the online sale of products marketed by Bellerose on its Website (the "Products").
- 1.3 These General Terms shall apply to all orders of Products (the "Order").

SECTION 2 – ACCEPTANCE, VALIDITY AND DURATION

- 2.1 Placing an Order with Bellerose implies the full acceptance of these General Terms excluding any other document.
- 2.2 Online acceptance of these General Terms is confirmed by a mandatory box-checking process during the finalization of Orders on the Website.
- 2.3 The General Terms can be viewed at any time and can be downloaded in a printable format from the Website.
- 2.4 The General Terms are effective as from 01/01/2018 and remain applicable throughout the Order process on the Website. The applicable terms are those in force on the date on which the Order is placed.
- 2.5 We reserve the right to change these General Terms and Conditions at any time. The applicable General Terms are those in force on the date on which the Order is placed.

SECTION 3 – PURCHASING A PRODUCT ON THE WEBSITE

Capacity

- 3.1 You declare that you are at least 18 years old, and that you have legal capacity, or are the holder of a parental authorisation allowing an Order to be placed. You also declare (i) that you are fully authorized to use the available methods of payment and (ii) that these methods of payment allow access to sufficient funds to cover all costs incurred in purchasing the Products. You are financially liable for all Orders placed, both in your name and on behalf of third parties, including minors.

Customer account

- 3.2 In order to facilitate the placing of orders via the website, Bellerose gives its Customers the possibility of creating a customer account. This registration is not mandatory but avoids that The Customer has to enter his or her data with each new Order.
- 3.3 The creation of your Customer account will imply the communication of your name, first name, and email address.
- 3.4 You warrant the truthfulness and accuracy of the information provided by You.

Ordering

- 3.5 You may place an Order on our Website for any Product that is available and depending on the availability of these Products in our stock.
- 3.6 In your shopping cart you can keep each selected product during any given shopping session.
- 3.7 Before finalizing your Order, a summary screen will appear showing all the details of the selected Products, which will enable you to check the details of your Order and to correct any errors. Bellerose therefore invites you to ensure that all the information mentioned in this summary screen meets your expectations. This information cannot be changed after the Order has been validated.
- 3.8 The Order will only be effective following full payment of the price (VAT incl.) and acceptance of the General Terms Conditions in force at the time of Order by checking the box described in section 2.

Confirmation of the Order

- 3.9 After the Order has been placed, You will receive a confirmation e-mail containing all the details relating to the Order, the price (VAT incl.), the postal charges and the delivery information. In case of any complaints, the Bellerose's contact details will also be included.

SECTION 4 – PRICE AND PAYMENT

Price

- 4.1 The sale prices mentioned on the website are indicated in Euro and include the applicable rate of Belgian VAT. These prices are exclusive of postal charges.
- 4.2 The prices applied are those indicated on the Site at the time of Order.

Payment

- 4.3 The price to be paid by the Customer corresponds to the amount indicated on the summary screen which the Customer will have taken note of before validating his Order.
- 4.4 Payment of the Products shall be made by:
 - credit cards
 - Maestro
 Of
 - Paypal
 and requires all information related to these payment methods to be provided.

SECTION 5 – DELIVERY OF ORDERS

Delivery

- 5.1 Bellerose entrusts the delivery of its products to several shipping agents. Shipping rates may vary by companies, so we invite you to check their websites for more information. The exact amount of these transport costs will always be communicated to you when finalizing your order.

Delivery delay

- 5.2 The stated delivery times apply from the receipt by the Customer of the confirmation email sent by Bellerose subject to validation of payment, delivery times will be communicated for information purposes.
- 5.3 Bellerose undertakes to make every effort to deliver the ordered products within a reasonable time.
- 5.4 If the Products ordered are unavailable at the time of the order and cannot be delivered within a reasonable time following receipt of payment by Bellerose, Bellerose will inform upon receipt of his order the Customer by e-mail that the order has been cancelled.
- 5.5 When the product that was ordered is ready to be shipped (or removed from the store if applicable), Bellerose sends an email to the Customer to confirm the shipment (or availability if any) of its Order. A tracking number will then be transmitted to the Customer, in order to allow him to follow up his order via the website of the shipping agents concerned.
- 5.6 For more information on delivery times and tracking, please refer to the "Delivery and Transport" page available on the Site at <https://www.bellerose.be/pages/shipping-returns>

SECTION 6 – RECEIPT OF AN ORDER

- 6.1 The Customer shall verify the conformity of the Products received upon receipt of Order. Any defects regarding delivery (damaged packages, missing Products, damaged Products, non-conformity to the Order, etc.) must be reported within 14 days following receipt of the Products to the Bellerose customer service at the following address:
 - By regular mail to the following address:
Bellerose Belgium SA
Customer Service Department
Rijshout 3
1702 Dilbeek
Belgium
 - By email at the following address: shop@bellerose.be
 - By phone: +32 (2) 481 53 60 (from Monday to Friday, from 9 am to 4:30 pm)
- 6.2 Following the aforementioned signing procedure, the Customer has 14 days to return the Product received in its original packaging.
- 6.3 Subject to compliance with the return conditions specified below, Bellerose will proceed with the reimbursement of the returned Products based on their value when the order was placed.

SECTION 7 – WITHDRAWAL / CANCELLATION OF AN ORDER

Right of withdrawal

- 7.1 In accordance with the Consumer Rights Act and Section 9 of the Directive 2011/83 of the European Parliament and of the Council on consumer rights, You - as a consumer - have a period of 14 days from the day of receipt of the Products ordered, to cancel your Order, without giving any reason.
- 7.2 A written request for cancellation must imperatively be sent before the expiry of the cancellation period to the following address
 - By mail :
Bellerose Belgium SA
Customer Service Department
Rijshout 3
1702 Dilbeek
Belgium
 - By e-mail to the following address : shop@bellerose.be
- 7.3 If the Product ordered has already been delivered at the time the Customer decides to cancel, the Product must be returned in its packaging to the address stipulated on the return voucher included in the parcel delivered within 14 days of the day on which You made your written request to cancel the Order

Consequences of the cancellation of the Order

- 7.4 If the aforementioned conditions are fulfilled and subject to compliance with the return conditions stipulated below, Bellerose will proceed with the refund or exchange of the Product at the Customer's choice, according to the conditions stipulated below.

SECTION 8 – RETURNS, REIMBURSEMENT AND EXCHANGE

Return conditions

- 8.1 Bellerose will only accept to reimburse Products provided that they are returned to the address stipulated on the return voucher intact with their original packaging and accessories, ready for further marketing, and in particular provided that the following conditions are met: the Product must not have been worn, washed and / or damaged. The labels must also be attached to the Products.
- 8.2 If You cannot return the Products that have been delivered to you in full or if they are damaged, Bellerose will deduce of the reimbursement the value of the non returned, damaged Products based on their value when the order was placed .
- 8.3 This does not apply if You have noticed the deterioration yourself upon delivery.

Return policy

- 8.4 For more information on the terms and conditions of return, please refer to the page "shipping and returns" available on the Website at <https://www.bellerose.be/pages/shipping-returns>

Refund Policy

- 8.5 The refund as well as the refund of the delivery costs will be operated using the same means of payment as those initially used by the Customer for the payment of his Order and this within 14 days following receipt of the returned Product.
- 8.6 The Customer shall support the costs due the return of the Products except those caused by the return of the Products in application of article 6.1 of the present Terms and Conditions.

Exchange Policy

- 8.7 Bellerose does not permit the exchange of the Products via the Website. However, the Customer has the possibility to cancel his Order in compliance with the stipulated conditions and subsequently to make a new Order.
- 8.8 However, exchanges insofar as sizes and colours are concerned, are permitted in stores owned by Bellerose and Duobelle Sarl. You will find the addresses of the different shops on our website www.bellerose.be.
- 8.9 Bellerose will not accept returns of Product in our stores.

SECTION 9 – WARRANTY

- 9.1 All the Products sold on the Website benefit from the system of legal guarantee provided by the seller to the consumer as imposed by the European law. Bellerose is committed to ensuring that the Products comply with the descriptions provided by the Website, the quality standards the Customer can reasonably expect and the legal provisions existing on the date of the Order. This warranty can be exercised for a period of 6 years from the date of delivery of the product.
- 9.2 Any complaint must be sent to the following address:
 - By regular mail :
Bellerose Belgium SA
Rijshout 3
1702 Dilbeek
Belgium
 - By email: shop@bellerose.be
- 9.3 If the legal conditions of the guarantee are met, Bellerose shall either repair or replace the Product at its own expense, unless this is impossible or disproportionate, or reduce the price or terminate the contract (refund) if such repair or replacement is impossible / disproportionate, or cannot be carried out within a reasonable time and without major inconvenience to the Customer.
- 9.4 Products that have been damaged other than by proper use will not be reimbursed.

SECTION 10 – TITLE RETENTION

- 10.1 The Products remain the property of Bellerose until full and actual payment of the price of these Products.

SECTION 11 – LIABILITY

- 11.1 Bellerose shall not be liable for any loss of profits, damages arising from a loss in the broad sense of the term and / or any other direct or indirect damages of any kind whatsoever.

- 11.2 Bellerose shall not be held liable for any damages not inherent to the Product and / or for non-conceptual defects resulting from an external cause, totally unrelated to Bellerose and regardless of the fact whether the Customer may or may not be at fault.
- 11.3 The Customer is responsible for the correct use of the Products, in accordance with the instructions and recommendations of the supplier or the manufacturers, and the compliance with the regulations in force, in particular with regard to safety.

SECTION 12 – INTELLECTUAL PROPERTY RIGHTS

- 12.1 The use of the Website is reserved for strictly personal use unless expressly and specifically agreed otherwise by Bellerose.
- 12.2 Bellerose retains full and exclusive property of the various data transmitted under these General Terms under the various laws relating to the protection of copyright and neighbouring rights, trademarks and patents law and in particular the Act on the legal protection of databases as well as all trademarks, texts, comments, works, illustrations and images, whether visual or sound, reproduced on the Website.
- 12.3 Creating a hypertext link on the Website, using the so-called "framing" or "deep linking" technique, is strictly forbidden without the prior authorization of Bellerose. The request must be sent to shop@Bellerose.be and must mention the address of the url page where the link would appear on the third-party site.
- 12.4 Any full or partial reproduction of the Bellerose's catalogue and / or Site is only authorized for the exclusive purpose of information for private and personal use. Any reproduction or use of copies made for other purposes is strictly prohibited.

SECTION 13 – APPLICABLE LEGISLATION AND JURISDICTION

- 13.1 These General Terms, and more generally the contract which You conclude with Bellerose, are governed by English law. All disputes relating to their interpretation and/or performance fall under the jurisdiction of the Belgian courts.
- 13.2 You agree to submit all disputes arising out of the commercial relationship between you and us to the non-exclusive jurisdiction of the French-speaking courts of the City of Brussels. You may, however, take legal action to assert your rights as a consumer in The country of the European Union in which you reside.
- 13.3 The European Commission provides for an [online dispute resolution platform](http://ec.europa.eu/consumers/odr/), which you can access here: <http://ec.europa.eu/consumers/odr/>. If you would like to bring a matter to our attention, please contact us.

SECTION 14 – FINAL PROVISION

- 14.1 Should Bellerose at any given time claim the benefit of one of the provisions of these General Terms, this may not be interpreted as equivalent to a relinquishment by it to claim the benefit of them subsequently.
- 14.2 If one of the provisions of the General Terms is declared invalid or without effect, it shall be deemed to be unwritten, but this shall not affect the validity of the other provisions, unless the provision declared invalid or without effect was essential and determining.
- 14.3 The electronic data maintained in Bellerose's IT-systems relating to all Orders has probative force between the parties, until proof to the contrary is produced. These electronic data therefore constitute admissible, valid proof which is binding on the Consumer according to the same terms and with the same probative force as any documents produced, received or kept on paper.