

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1 – OBJECT AND SCOPE OF THESE GENERAL TERMS AND CONDITIONS**

1.1 These general terms and conditions of sale (hereinafter the "General Terms and Conditions") shall apply to the contractual relationship between the company incorporated under Belgian law BELLEROSE BELGIUM SA, having its registered office at 1213 Chaussée de Waterloo, 1180 Uccle, registered at the CBE under number 0442.058.395, hereinafter referred to as "Bellerose", and the "Client" who meets the definition of "consumer" within the meaning of the Code of Economic Law, posted on: [www.bellerose.be](http://www.bellerose.be) (hereinafter referred to as the "Website").

1.2 The object of these Terms and Conditions is to define the terms and conditions of the online sale of products marketed by Bellerose on its Website (hereinafter referred to as the "Products").

1.3 These Terms and Conditions apply to all orders for Products (the hereinafter referred to as the "Order(s)").

1.4 Bellerose reserves the right to adapt or amend these Terms and Conditions at any time. The version of the General Terms and Conditions applicable to a sale shall be the one posted [www.bellerose.be](http://www.bellerose.be) at the time of the Order.

### **ARTICLE 2 - ACCEPTANCE, VALIDITY AND TERM OF THE GENERAL TERMS AND CONDITIONS**

2.1 The fact of contracting with Bellerose shall entail full acceptance of these General Terms and Conditions to the exclusion of any other document.

2.2 The online acceptance of these General Terms and Conditions shall be materialized by a compulsory checkbox process when finalizing the Order on the Website.

2.3 The Customer may also consult the text of the General Terms and Conditions at any time, save it and print it from the Website. If this cannot be done due to technical problems, a request to receive the General Terms and Conditions may be sent by email to the following address: [shop@bellerose.be](mailto:shop@bellerose.be).

2.4 These General Terms and Conditions shall be in force as of 01/01/2018.

### **ARTICLE 3 - PRODUCTS AVAILABLE ON THE WEBSITE**

3.1 The Products offered for sale are those described on the Website on the day the Customer consults the Website, within the limits of available stocks. These indications are updated automatically. Bellerose shall not be held liable for any error in the update, irrespective of its origin, and as such, not liable for the cancellation of an order for a Product due to the exhaustion of stocks either.

3.2 Bellerose takes the utmost care in the presentation and description of its Products so as to provide the Customer with the best possible information. It is however possible that material errors may appear on the Website, which the Customer acknowledges and accepts.

3.3 Bellerose does not guarantee the accuracy of the information transmitted or obtained through the Website. The photographs, graphics and descriptions of the products offered for sale are for information only and shall not render Bellerose liable. In particular, the photographs illustrating the Products may appear slightly different from reality due to the settings of the Customer's screen or the lighting during the shooting.

3.4 Some items shown on the Website are not for sale. They are presented as part of a photographic composition and Bellerose undertakes no commitment whatsoever regarding their availability for sale.

3.5 It is possible that the Customer may receive an item that was previously returned by another person as a result of an Order. It is specified that Bellerose shall accept the return only of undamaged and unworn Products, and these two conditions will be checked before the returned Products are put back into stock.

#### ARTICLE 4 - PLACING AN ORDER ON THE WEBSITE

4.1 The Customer declares that he or she is of legal age (at least 18 years old) or that he or she has the authorization from his or her parents or guardians to place an order on the Website. The Customer also declares that (i) he or she is fully entitled to use the means of payment used to pay for the Order and (ii) that these means of payment allow access to sufficient funds to cover all costs resulting from the purchase of the Products. The Customer shall be financially liable for any Order made, both on his or her behalf and on behalf of third parties, including minors.

##### **Creation of Customer account**

4.2. In order to make registering or connecting to the Website easier and faster, the Customer can completely the registration form automatically in advance using the "*Facebook Connect & Google Connect*" option.

To find out more about the protection of personal data during its collection, processing and use as well as the rights and optional settings to protect his or privacy, the Customer can consult the privacy policies of Facebook at [www.facebook.com](http://www.facebook.com) or Google at [Google Terms of Use - Privacy Policy and Terms of Use - Google](#).

4.3 In order to make placing of orders via the Website easier, Bellerose also gives its customers the option of creating a customer account. This registration is not compulsory but spares the Customer from having to enter his or her data for each Order.

4.4 The creation of a customer account will imply the communication of the surname, first name and email address by the customer.

4.5 The Customer guarantees the truthfulness and accuracy of the information provided.

4.6. Bellerose may delete the Customer's Account at any time, for any reason, at its sole discretion, without being held liable.

### **Placing an Order**

4.5 The Customer may place an order on the Website for any Product that is available on the Website and subject to the availability of such Products in Bellerose's stock.

4.6 A summary screen will appear with all the details of the selected Products, before the order is finalized so that the Customer to check the details of the Order and to correct any errors. Bellerose invites the Customer to make sure that all the information mentioned in this summary screen is consistent with the desired Order. They cannot be changed once the Order is validated.

4.7 The Order will be effective only once the price including VAT has been paid in full and General Terms and Conditions of Sale in force at the time the Order is placed are accepted via the checkbox system described in Article 2.

### **Confirmation of the Order**

4.8 Once the Order has been placed, the Customer will receive a confirmation email with all the details relating to the Order, the price paid including VAT, the amount of the delivery charges and the delivery information. The contact details of Bellerose will also be included so as to be able to lodge a complaint.

4.9 The Customer formally accepts the use of e-mail for the confirmation of the content of the Order by Bellerose.

4.10 Bellerose reserves the right to withdraw from sale at any time any Product displayed on the Website and to replace or modify any content or information contained therein. Despite its best efforts to meet its customers' expectations, Bellerose may refuse to process an Order after having sent the Customer the confirmation email summarizing the Order, in particular in case of unavailability of stock.

4.11 Bellerose shall not be held liable to the Customer or any third party for the consequences of the removal of a Product from the Website, or the replacement or modification of any content or information on said Website, or the refusal to process an Order after the confirmation email summarizing the Order has been sent.

4.12 Bellerose also reserves the right to refuse or cancel an Order from a Customer with whom it has a dispute of any kind whatsoever.

4.13 Bellerose expressly prohibits the use of its Website by companies within the meaning of Article I.1.1° of the Code of Economic Law. It consequently reserves the right to refuse an order placed by a company, especially if the quantity of items ordered exceeds the needs of a consumer.

## **ARTICLE 5 - PRICES AND PAYMENT METHODS**

5.1 The prices indicated on the Website are expressed in euros including VAT. These prices are exclusive of shipping costs.

5.2 The prices applied are those indicated on the Website at the time the Order is registered.

5.3 The price payable by the Customer shall correspond to the amount indicated on the summary page, which the Customer shall have read before validating the Order.

## ARTICLE 6 - EXECUTION OF THE ORDER

6.1 Bellerose entrusts the delivery of its products to several third party transport companies. The amount of the shipping costs may vary depending on the country of destination and is indicated on the website.

The precise amount of these costs will always be communicated to the customer when the order is finalized.

### **Delivery times**

6.2 The delivery times posted on the Website shall apply from the receipt by the Customer of the confirmation email sent by Bellerose subject to the validation of the payment. The delivery times are however given as an indication.

6.3 Bellerose undertakes to make every effort to deliver the ordered products within a reasonable time.

6.4 If the Products ordered are unavailable at the time the order is placed and cannot be delivered within a reasonable period of time from the receipt of payment by Bellerose, Bellerose shall inform the Customer by email after receipt of the order and cancel it. In such case, the refund will be made according to the terms and conditions described in Article 8 below.

6.5 When the ordered product is ready to be shipped, Bellerose will send an email to the Customer to confirm the shipment of the Order. A tracking number will then be sent to the Customer, so that he or she can track his or her order via the website of the carrier concerned.

6.6 For more information on delivery times and tracking, the Customer can consult the FAQ section (DELIVERY) available at the [Bellerose Help centre](#) ([zendesk.com](https://www.zendesk.com))

## ARTICLE 7 - RECEPTION / WITHDRAWAL / CANCELLATION OF THE ORDER

7.1 As a consumer, the Customer has a period of 14 calendar days from the day following the day on which he or she receives the ordered Products, to withdraw and cancel the Order, without having to provide any reason.

The right of withdrawal is exercised without penalty.

As a commercial gesture, Bellerose grants the consumer an additional withdrawal period of 16 days, so that he or she can withdraw and cancel his order without penalty within a total period of 30 days (14 + 16) from the day after he receives the ordered Products.

7.2 The same regime shall apply in the event that the Customer detects an anomaly concerning the delivery (damaged package, missing or damaged Products, Products that do not conform to the Order, etc.).

7.3 Whether by virtue of his or her right of withdrawal or if he or she notices an anomaly in the delivery, the customer must inform the customer service of Bellerose of the cancellation of the order without fail within 30 days following the receipt of the Products at the following address:

- By post: Bellerose Belgium NV Customer Care Service Department, 3 Rijshout, 1702 Dilbeek Belgium;

- By email: [shop@bellerose.be](mailto:shop@bellerose.be) or via the dedicated platform: [Submit a request - Bellerose Help centre \(zendesk.com\)](#);

- By phone: +32 (2) 481 53 60 (Monday to Friday, 9:00 am to 4:00 pm).

7.4 After having made the above notification, the Customer has 14 days to return the Product received, in perfect condition, unused and in its original packaging.

7.5 Subject to compliance with the conditions of return specified in Article 8, Bellerose will refund the price of the products as confirmed in the Order.

7.6 If the Product ordered has already been delivered at the time the Customer decides to cancel the Order, the Product must be returned in its packaging to the address stipulated on the return slip included in the delivered package, within 14 days from the day the Customer made the written request to cancel the Order.

7.7 If the above-mentioned conditions are met and subject to compliance with the return conditions specified below, Bellerose shall proceed to reimburse the Product, under the conditions defined below.

7.8 In the event of force majeure that prevents the execution of the Order or the performance of these General Terms and Conditions, Bellerose shall inform the Customer within fourteen (14) days of the occurrence of this event, by e-mail. In addition to the events usually accepted by the case law of the Belgian courts and tribunals, the following are expressly considered as cases of force majeure or fortuitous events: total or partial strikes, lock-outs, riots, boycotts or other actions of an industrial nature or commercial disputes, civil unrest, insurrection, war, acts of terrorism, inclement weather, epidemics, blockage of means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in the forms of marketing, computer breakdown, blockage of telecommunications, including wired or wireless telecommunications networks, and any other event beyond the control of the parties preventing the normal performance of the contractual relationship. All obligations of the parties shall be suspended for the duration of the event of force majeure, without compensation. If said event continues for more than 3 (three) months, the transaction concerned may be terminated at the request of Bellerose or the Client without compensation for either party.

## ARTICLE 8 - RETURNS, REFUNDS AND EXCHANGES

### Conditions for returns

8.1 Bellerose will accept to refund the Products referred to in Articles 7.1, 7.2, 9.1 and 9.2 only under the following conditions:

- the Products are returned intact to the address stipulated on the return form with their original packaging and accessories, ready for resale;
- the Products must not have been worn, washed and/or damaged;
- The labels must still be attached to the Products.

8.2 If the Customer cannot return the Products delivered to him or her in their entirety or if they are damaged, Bellerose shall deduct from the refund the value of the unreturned and/or damaged Products according to the rates applicable at the time the Order was placed.

8.3 This deduction shall not apply if the Customer detected the deterioration at the time of delivery.

### **Return Procedures**

8.4 For more information on the return procedures, the Customer can consult the page "delivery and transport" available on the Website at the address Bellerose Help centre ([zendesk.com](https://www.zendesk.com))

### **Refund procedures**

8.5 The refund (including delivery costs) will be made using the same payment method as the one initially used by the Customer to pay for the Order, unless another payment method has been expressly agreed upon and provided that the refund does not incur any costs for the Customer. Bellerose shall make the refund when it has received the Products.

If this method of payment has expired, the customer must contact customer service to change the method of refund. Bellerose shall not be held liable for any delay in the refund in such a case.

8.6 Except in the case referred to in Article 7.2 of these Terms and Conditions, the customer shall bear the costs of returning the Products.

### **Exchange procedures**

8.7 Bellerose does not arrange for the exchange of Products purchased via the Website. The Customer may however cancel the Order in accordance with the conditions set out above and then place a new Order.

8.8 Exchanges of sizes and colours are however allowed in the shops owned by Bellerose. The addresses of the various shops can be found on the website [www.bellerose.be/pages/stores](http://www.bellerose.be/pages/stores)

8.9. The return of the Products is at the Customer's risk if the Customer chooses another method of return than the one offered by Bellerose.

## ARTICLE 9 - GUARANTEES

9.1 All the Products sold on the Website benefit from the legal guarantee of the seller to the consumer provided by article 1649quater of the Civil Code, according to which: *"The seller shall be liable to the consumer for any lack of conformity that exists at the time of delivery of consumer goods and which appears within two years as of delivery"*.

Bellerose shall guarantee that the Products conform to the descriptions provided on the Website, to the quality requirements that the Customer can reasonably expect, and to the legal provisions existing on the date of the Order. This guarantee shall be valid for a period of 2 years from the date of delivery of the Product.

9.2 All Products sold on the Website are also covered by the legal warranty for hidden defects pursuant to Article 1641 of the Civil Code, by virtue whereof: *"The seller shall be liable for hidden defects in the item sold which render it unsuitable for its intended use, or which reduce this use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he or she been aware thereof."*

9.3. Any claim under the above mentioned guarantees must be lodged at the following address within 2 months of the defect being detected:

- By mail: Bellerose Belgium NV Customer Service Department, 3 Rijshout, 1702 Dilbeek Belgium;

- By email: [shop@bellerose.be](mailto:shop@bellerose.be) or via the dedicated platform [Submit a request - Bellerose Help centre](#) ([zendesk.com](https://www.zendesk.com)).

9.4. If the legal conditions of the warranty are met, Bellerose shall either repair or replace the Product at its own expense, unless this is impossible or disproportionate, or shall reduce the price or cancel the contract (refund) if the repair or replacement is impossible/disproportionate or cannot be carried out within a reasonable period of time and without major inconvenience for the Customer.

9.5. Defective Products shall be refunded by Bellerose. Products that have been damaged in any way other than by normal use will not be refunded.

9.6. The action of the consumer based on article 1649quater of the Civil Code is prescribed within a period of one year as from the day he noticed the lack of conformity.

## ARTICLE 10 - RETENTION OF TITLE

10.1 The Products shall remain the property of Bellerose until the effective and complete payment of the price for them as well as their accessories by derogation from Article 1583 of the Civil Code.

## ARTICLE 11 – LIABILITY

11.1 Bellerose shall not be held liable for any loss of earnings, damage arising out of loss in the broadest sense of the term and/or any other direct or indirect damage of any kind.

11.2 Bellerose shall under no circumstances be held liable for damages not inherent to the Product and/or for non-design defects resulting from an external cause, totally unrelated to Bellerose, whether the Customer is at fault or otherwise.

11.3 The Customer shall be responsible for the correct use of the Products, in accordance with the instructions and recommendations of the supplier or manufacturers, and for complying with the applicable regulations, in particular with regard to safety.

11.4 The liability of Bellerose for any Product purchased on the Website shall be strictly limited to the purchase price of the Product.

11.5 The documents, descriptions and information relating to the Products on the Website are not covered by any warranty, express or implied, except for such warranties as provided by law.

11.6 Bellerose makes no warranty in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, *cancel bot*, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair the functionality or interfere with the proper working of a computer, including any transmission resulting from a download of any content by the Customer, the software used by the Customer to download the content, or the Website or the server that makes it available. In this regard, the Customer acknowledges that it is his or her responsibility to install appropriate anti-virus and security software on his or her computer and other devices to protect them from bugs, viruses or other such harmful programming routines.

11.7 The Customer acknowledges that he or she assumes all risks associated with any content downloaded or otherwise obtained through the use of the Website and agrees that he or she shall be solely responsible for any damage to his or her computer system or loss of data that results from the download of such content.

## ARTICLE 12 - WEBSITE AND INTELLECTUAL PROPERTY

### **Website**

12.1. The website is accessible to all users of the internet in principle round the clock, year round, except in case of interruption, programmed or not, by Bellerose or its service providers, for maintenance and/or security needs or in case of force majeure (as defined below). Bellerose cannot be held liable for any damage of whatever nature, resulting from the unavailability of the Website.



12.2. Bellerose does not guarantee that the Website will be free from defects, errors or bugs, or that it will operate without failure or interruption. In this regard, Bellerose may freely determine any period of unavailability of the Website or its content at its sole discretion. Bellerose shall not be liable for any data transmission, connection or network unavailability problems.

12.3. Bellerose reserves the right to make changes to the Website for technical or commercial reasons. The Customer may be informed of such changes as do not materially and adversely affect the provision of the services, but his or acceptance is not required.

## **Intellectual Property**

12.4 The use of the Bellerose Website is reserved for strictly personal use unless specifically and expressly agreed or licensed otherwise by Bellerose.

12.5 Bellerose shall retain full and exclusive ownership of the various data transmitted under these Terms and Conditions as well as all trademarks, texts, comments, works, illustrations and images, visual or audio, reproduced on the Bellerose website.

12.6 It is strictly forbidden to place a hypertext link to the Bellerose website, using the technique known as "framing" or "deep linking", without the prior consent of Bellerose. The request must be sent to [info@bellerose.be](mailto:info@bellerose.be) and must mention the address of the URL page where the link would appear on the third party website.

12.7 Any total or partial reproduction of the catalogue and/or the Bellerose Website shall be allowed only for the exclusive purpose of information for private and personal use. Any reproduction and any use of copies made for other purposes are strictly prohibited.

## **ARTICLE 13 - APPLICABLE LAW AND COMPETENT COURT**

13.1 These General Terms and Conditions and the contract that the Client concludes with Bellerose shall be governed by Belgian law.

13.2 In the event of a dispute, only the French-language courts of the district of Brussels shall be competent. The Customer may however bring an action to enforce his consumer rights in the country of the European Union in which he or she resides.

13.3 The European Commission provides an online dispute resolution platform accessible here: <http://ec.europa.eu/consumers/odr/>.

## **ARTICLE 14 - FINAL PROVISIONS**

14.1 The fact that Bellerose does not avail itself of one of the provisions of these General Terms and Conditions at one time or another shall not be misconstrued as a waiver by the latter to avail itself thereof at a later time.

14.2 Any provisions of the General Terms and Conditions found to be invalid or unenforceable in whole or in part shall not affect the validity of the remaining provisions.

14.3 The electronic data stored in the information systems of Bellerose relating to the Services offered by Bellerose shall constitute admissible, valid and invokable evidence for the Customers under the same conditions and with the same evidential value as any document that would be established, received or kept on paper.