

TERMS AND CONDITIONS

The e-commerce sites www.collectifdanvers.be (the 'Sites') are online sites selling clothes and accessories under the "Collectif d'Anvers" brand (the 'Product') which belong to BVBA Natalie Van Lijsebetens, Belgium.

Internet users wishing to buy Collectif d'Anvers Products are referred to in these General Terms and Conditions as the 'Customer'.

By ordering any Product offered on the Sites, the Customer is presumed to have consulted the General Terms and Conditions as set out in Article 2 and accepted them expressly.

Validating an order form is deemed to be equivalent to an electronic signature which has the same value between the Parties as a written signature and serves as evidence that the order is complete and proper and that the amounts due may be claimed in performing that order.

The contract for sale may be concluded in Dutch, French or English, as the Customer wishes.

Article 1 – Scope of application

The present General Terms and Conditions govern the rights and obligations of the Parties arising out of the online sales of Products offered on Sites belonging to BVBA Natalie Van Lijsebetens, Belgium. Although the Sites are aimed at Belgium, France, the Netherlands and Luxembourg, we provide all its services from Belgium, and the contract between the Parties will be deemed to be performed in Belgium, dispatching to different countries.

These General Terms and Conditions apply to all Products sold via the Sites, and prevail over any and all other terms and conditions on the part of BVBA Natalie Van Lijsebetens or the Customer. They may not be varied without BVBA Natalie Van Lijsebetens's express prior consent in writing.

Article 2 – Capacity in law and Acceptance

Anyone wishing to buy Products from BVBA Natalie Van Lijsebetens must have capacity to act in law. Should anyone be declared without capacity, they may not buy any Products on Collectif d'Anvers's Site and so acquire the capacity of Customers. They must then purchase via their lawful representatives.

The Customer accepts these General Terms and Conditions expressly by clicking on a tick or putting a cross against the words "I agree with the Terms & Conditions".

The Customer has been able to download and print these General Terms and Conditions.

Article 3 - Products

Products BVBA Natalie Van Lijsebetens offers are those as they appear on the Sites at the time the Customer implements their order subject to those Products being available.

BVBA Natalie Van Lijsebetens agrees to make every effort to deliver all orders. BVBA Natalie Van Lijsebetens cannot however be held liable for Products not being available or for any losses which might arise as a result. Should one or more Products in an order not be available, BVBA Natalie Van Lijsebetens will inform the Customer via e-mail or in writing that it has cancelled his or her order wholly or in part or split it.

Should Products be found to be unavailable and the Customer is informed of this but they have already paid for their Products, BVBA Natalie Van Lijsebetens will ask its bank to refund the amount paid immediately, informing the Customer by e-mail accordingly.

How fast the refund is actually made depends on how the Customer chose to pay when making their purchase. If they paid by credit card, the refund will appear on the next following monthly statement for that credit card. Should the Customer find the refund is taking an abnormal length of time, they are advised to contact their bank.

BVBA Natalie Van Lijsebetens will in any case make the refund within 30 days.

All Products offered for sale on Sites are described in good faith and conscientiously and as accurately as is possible; but the photographs on the website are of no contractual value whatsoever. BVBA Natalie Van Lijsebetens cannot accept any liability for any errors which may appear in the descriptions of the Products or photographs, including slight variations in colours and dimensions.

Article 4 – Prices and Invoicing

Prices are those as shown on Sites at the moment the Customer places their order. Prices may vary from one Site to another, as they are aimed at different countries (Belgium, France, the Netherlands and Luxembourg) and are subject to different rules, including on VAT. The prices which apply to the Customer are those stated on the Site aimed at the country from which the Customer places their order. Customers must place their orders from the country in which they are usually resident. Orders cannot be placed in one country for delivery to another.

Prices stated during the purchasing process are expressed in euros and include VAT and administrative costs unless expressly stated otherwise.

Product and service prices do not take effect until such time as the Customer's bank has given its consent to BVBA Natalie Van Lijsebetens. Any discount the Customer is allowed will be deducted from the price separately.

BVBA Natalie Van Lijsebetens reserves the right to vary selling prices and transport costs at any time, although the Products purchased and costs will always be invoiced at the prices as stated in the e-mail which confirms the order. These are the prices that applied at the time of purchase, provided the Products were available.

The Customer agrees to BVBA Natalie Van Lijsebetens sending its invoices electronically; but if the Customer would like a hard copy invoice, they can simply request one via e-mail.

Products will remain BVBA Natalie Van Lijsebetens's property until such time as the Customer pays for them in full, i.e. until they pay the purchase price and costs in full.

Article 5 – Payment methods

Purchases can only be paid for online, by Visa, MasterCard, American Express, Carte Bleue, Maestro, Bancontact/Mister Cash, Paypal and via direct banking (iDEAL for the Netherlands). The Customer's bank account will be debited once the purchase has been confirmed, and payment will not take effect until such time as the Customer's bank has given its consent to BVBA Natalie Van Lijsebetens. Should the Customer's bank refuse payment, the order will be refused automatically.

The Customer warrants they are authorised to make payments by one of the payment methods as stated above, and that there are sufficient funds in the bank account linked to the credit card to cover all the costs arising out of the transaction, failing which BVBA Natalie Van Lijsebetens may refuse the order.

BVBA Natalie Van Lijsebetens reserves the right to refuse any order from a Customer with whom it is in dispute or who has brought a dispute in the past. BVBA Natalie Van Lijsebetens may also refuse an order should the Customer not have paid for a previous order, wholly or in part.

Article 6 – Ordering Products

Notwithstanding any evidence the Customer may have in writing, it is expressly agreed that data registered in BVBA Natalie Van Lijsebetens's IT systems, those of its hosting partners or Internet payment partners alone shall constitute evidence of the communications, the content of the orders and the entire transactions which have taken place between the Parties.

To place an order, the Customer goes to the heading of their choice, chooses the color and size they wish to receive and then click on 'Add to shopping bag'. This puts the article selected in the 'shopping bag'. The Customer can correct their order as long as they are in the 'shopping bag'. If the Customer wishes to confirm their order, they must select a delivery and payment method. The total amount that must be paid is stated clearly throughout the whole of the billing process. Once the payment process is completed, the order is now final and cannot now be changed.

The Customer will be sent an initial e-mail confirming their order once they have made their purchase in any case. They will then get a second e-mail when their order is dispatched.

All contractual details of the order will be communicated to the Customer in the language the Customer chose when they registered at the time they confirmed their order.

Article 7 - Deliveries

When confirming their order, the Customer can choose delivery to a given address (home, work, or other).

Should the Customer opt for delivery to a given address, BVBA Natalie Van Lijsebetens will do its best to ensure that that order is dispatched to that address within a few days of confirming the order. The carrier will attend that address between 08.00 and 18.00 on working days and will hand over the package(s) to the addressee or anyone else present at that address.

Should the Customer fail to arrange for redelivery within three weeks of confirming the order, or should they be out when that redelivery is made, the order will be returned to BVBA Natalie Van Lijsebetens automatically, who will then contact the Customer to arrange for the order to be delivered, in which case the Customer may be asked to pay additional delivery costs.

Products ordered will be delivered to the delivery address as stated by the Customer during the ordering process and then subject to the terms and conditions described therein.

Orders can only be delivered to addresses in Belgium, France, the Netherlands or Luxembourg.

BVBA Natalie Van Lijsebetens reserves the right to split orders into one or more deliveries as Products are available. Each delivery will be notified by e-mail. Deliveries will be accompanied by a delivery note which also gives details of the goods delivered.

Should a delivery go missing during the delivery process, and the provisions of this article are complied with, BVBA Natalie Van Lijsebetens will send a new shipment entirely at its expense if the Product is still available or refund the value of the order including transport costs. The risks of loss and/or damage pass to the Customer on delivery.

Article 8 – Right to revoke and returns

Unless the Sites expressly state otherwise, the Customer may notify BVBA Natalie Van Lijsebetens within 14 calendar days of receiving the Product that they wish to exercise their right to revoke without being liable to pay any damages on that account and without having to give any reasons.

Should a Customer notify BVBA Natalie Van Lijsebetens that they wish to revoke their contract to buy, they must do so within 14 calendar days of receiving the Product as above.

If the Product has already been delivered to the Customer, the Customer can exercise their right to revoke via the Sites under 'My account'.

The Customer can do this from when they receive the order: the order status then changes to 'delivered'. Orders can always be found under 'My account' at 'My orders'. The Customer can request a 'Return' for the order concerned by clicking on 'View order'.

The right to revoke in respect of Products delivered only applies provided the Product is also actually returned within seven calendar days of the Customer notifying BVBA Natalie Van Lijsebetens that they wish to revoke their purchase. BVBA Natalie Van Lijsebetens will be aware of this as soon as the Customer has completed the return document in full. The Product revoked must be sent back as new in its original packaging, in perfect condition and accompanied by the original sales invoice (of which the Customer retains one copy) and a completed return document. Any returns for which the sender cannot be identified will be refused. After the seven calendar days, BVBA Natalie Van Lijsebetens can no longer accept returns and will return them to the sender. No returns can be accepted physically via Collectif d'Anvers's shops. Returns must be sent to the address below, which is also stated clearly on the return document.

BVBA Natalie Van Lijsebetens - Web shop Maarschalk Gérardstraat 9 2000 Antwerp Belgium

The costs and risks involved in returns will be borne by the Customer.

Purchases will be refunded within 30 calendar days of BVBA Natalie Van Lijsebetens receiving returns in good time, provided all conditions as specified above have been strictly complied with. Under no circumstances can the amount repaid ever exceed what the Customer actually paid.

Such refunds will be made as follows:

If a Customer has paid for their order by credit card, having examined the products returned, the credit card the Customer used to pay for the products returned will be credited, less the sums due or the sales vouchers or discounts used to pay for the order. The Customer will be refunded in accordance with the procedures agreed with the bank which issued the card. If the Customer paid for their order by some other form of payment, the refund will be made by being credited to the bank account number they stated on the return voucher.

Article 10 – Statutory warranty

BVBA Natalie Van Lijsebetens warrants that the Products offered for sale do not suffer from any visible or latent defects which render the Product impossible or dangerous to use.

This warranty is without prejudice to the statutory rights the Customer has under their national legislation.

The Customer is guaranteed against any non-compliance which exists when a Product is delivered and which manifests itself within two years of being delivered. This two-year period will be suspended for as long as it takes to repair or replace the product or should BVBA Natalie Van Lijsebetens and the Customer be involved in negotiations with a view to settling matters amicably.

Customers must contact Customer Service should they wish to invoke this warranty immediately, and must notify BVBA Natalie Van Lijsebetens of the non-compliance via Customer Service in writing in any case within two months of discovering the defect. They must get in touch via the contact form which can be found under the 'Contact' contact and follow the instructions on screen. The report will then be sent to Customer Service automatically; they can also be reached at service@essentiel-antwerp.com.

Under no circumstances does the warranty apply to Products which are damaged intentionally or by the Customer's negligence; nor does it apply if the damage is due to sleet, transport or incorrect use.

Customers can contact Customer Service if they have any queries as to the warranty.

Article 11 – Intellectual property rights

All elements (referred to hereinafter as the 'Elements'), including texts, the database with all data published on the website, the layout and graphic design of the web pages, the sales catalogue, photos, images, video and music on the Sites are protected by copyright, database rights, trademark rights, patent rights and all other forms of intellectual property rights worldwide, and thus remain the exclusive property of BVBA Natalie Van Lijsebetens. They may not therefore be copied, published, imitated or used in any other way in any form whatsoever without BVBA Natalie Van Lijsebetens's prior consent in writing. Such consent must be obtained in writing, unless Kadine itself has made it possible to share certain Elements via social networks, in which case consent will be limited to the specific Elements and social networks for which v has made it possible to share them. Any infringements of this will be pursued in the courts.

Article 12 - Liability

BVBA Natalie Van Lijsebetens cannot under any circumstances be held liable for any losses suffered directly or indirectly (loss of use, loss of profits, loss of opportunity etc.) arising out of using the Sites or of their being unavailable. It cannot be held liable for any damage to the Customer's systems incurred through visiting the Sites including being hacked or computer viruses.

BVBA Natalie Van Lijsebetens cannot be held liable for any errors which may be in photographs or text used in describing products on Sites.

v cannot be held liable for not delivering orders because products are out of stock or for reasons beyond its control, including circumstances of force majeure, including disturbances of or suspension of transport, post or communications services, in the event of flood or fire, accidents or damage inherent in using the network.

In any cases where BVBA Natalie Van Lijsebetens is or could be held liable, BVBA Natalie Van Lijsebetens's liability will be limited to the amount the Customer actually paid for the order concerned.

Article 13 – Disputes and governing law

Should any disputes arise between the parties concerning the agreement, the courts of the judicial district of Antwerp will have exclusive jurisdiction to hear the case. The agreement between the parties is governed by Belgian law.

Article 14 – Contact and settlement of disputes

Should they have any queries concerning their purchases, Customers can contact BVBA Natalie Van Lijsebetens via the contact form available in the 'Contact' section of the Sites. BVBA Natalie Van Lijsebetens warrants it will offer Customer answers within five working days.

Article 15 – Varying General Terms and Conditions of Sale and Nullity

BVBA Natalie Van Lijsebetens may vary the present General Terms and Conditions at any time, including to comply with its statutory obligations. Changes notified via the Website will apply to all subsequent offers and orders.

BVBA Natalie Van Lijsebetens reserves the right to vary the design and content of its website at any time. Customers are entirely at liberty to deactivate their accounts if the General Terms and Conditions or the layout or content of the website are changed. They can do this by going to the 'My Account' section of the Sites and then clicking on "My Personal Details".

Should any court decision result in any of the article(s) or paragraph(s) of the present General Terms and Conditions being null and void or unenforceable, that will not affect the validity or enforceability of the other articles and paragraphs of the present General Terms and Conditions or the agreement between the parties.