



**ELVACENTER**

## **Elvacenter Sales Terms & Conditions**

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## Table of content

ARTICLE 1 - DEFINITIONS.....	3
ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR .....	4
ARTICLE 3 - APPLICABILITY .....	5
ARTICLE 4 - THE OFFER.....	6
ARTICLE 5 - THE CONTRACT.....	8
ARTICLE 6 - RIGHT OF WITHDRAWAL .....	10
ARTICLE 7 - COSTS IN CASE OF WITHDRAWAL .....	11
ARTICLE 8 - EXCLUSION OF RIGHT OF WITHDRAWAL .....	12
ARTICLE 9 - THE PRICE .....	13
ARTICLE 10 - CONFORMITY AND GUARANTEE .....	14
ARTICLE 11 - DELIVERY AND EXECUTION .....	16
ARTICLE 12 - DURATION TRANSACTIONS: DURATION, CANCELLATION AND EXTENSION .....	17
ARTICLE 13 - PAYMENT .....	19
ARTICLE 14 - COMPLAINTS PROCEDURE .....	19
ARTICLE 15 - DISPUTES .....	20
ARTICLE 16 - ADDITIONAL OR DEVIATING PROVISIONS .....	20



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## **ARTICLE 1 – DEFINITIONS**

In these conditions these terms mean:

1. Reflection period: the period within which the buyer can make use of his right of withdrawal;
2. Buyer: the natural and/or legal person who acts in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction duration: a distance contract relating to a series of products and/or services, the supply and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the buyer or entrepreneur to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.
6. Right of withdrawal: the possibility for the buyer to withdraw from the distance contract within the cooling-off period;
7. Model form: the model withdrawal form, provided by the entrepreneur, which a buyer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and/or services remotely to brass;
9. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement only one or more communication techniques are used.
10. Technique for distance communication: means that can be used for concluding an agreement, without the buyer and trader being in the same room at the same time.
11. General Terms and Conditions: these General Terms and Conditions of the entrepreneur.



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## **ARTICLE 2 – IDENTITY OF THE ENTREPRENEUR**

Name: Elvacenter N.V. and subsidiaries

Business- and visiting address: Begoniastraat 25, 9810 Eke, Belgium

Telephone number:

**BE** +32(0)932 96055

**NL** +31(0)174 403637

E-mail address: [info@elvacenter.com](mailto:info@elvacenter.com)

Company number: BE0538982478

VAT identification number:

- Elvacenter NV BE0538982478

- Elvacenter BV NL858253458B01



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## **ARTICLE 3 – APPLICABILITY**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between the entrepreneur and the buyer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the buyer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge as soon as possible at the request of the buyer.
3. If the distance contract is concluded electronically, in derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the buyer in such a way that the the buyer can easily be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be observed electronically and that they will be sent free of charge at the request of the buyer by electronic means or otherwise.
4. When in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs shall apply mutatis mutandis and the buyer may invoke the applicable provision that is most favorable to him.
5. If one or more provisions in these general terms and conditions at any time in whole or in part are null and void or destroyed, the agreement and these conditions remain valid and the stipulation in question will be replaced without delay by a provision that the scope of the original approached as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Lack of clarity about the explanation or content of one or more provisions of our terms and conditions, should be explained 'in the spirit' of these general conditions.



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## **ARTICLE 4 – THE OFFER**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow the buyer to make a good assessment of the offer. When the entrepreneur uses images, these are a true reflection of the offered products and / or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.
5. Images with products are a true reflection of the products offered. Entrepreneur can not guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the buyer what the rights and obligations are attached to the acceptance of the offer. In particular this concerns:
  - the price including taxes;
  - the possible costs of shipping;
  - the possible surcharge of copper;
  - the way in which the contract will be concluded and which actions are required for it;
  - whether or not to apply the right of withdrawal;
  - the method of payment, delivery and execution of the agreement;
  - the period for accepting the offer or the period within which the entrepreneur guarantees the price;
  - the level of the rate for distance communication in case the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication;
  - whether the agreement is filed after the conclusion, and if so, how this can be consulted for the buyer;



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- the way in which the buyer, prior to the conclusion of the agreement, can check the data provided by him in the context of the agreement and can recover it if necessary;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the trader is subject and the way in which the buyer can consult these codes of conduct electronically;
- the minimum duration of the distance contract in case of an extended transaction.



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## **ARTICLE 5 – THE CONTRACT**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the buyer of the offer and the fulfillment of the corresponding conditions.
2. When the buyer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the buyer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the buyer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can – within legal frameworks – inform whether the buyer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution.
5. With the product or service the entrepreneur will send the following information, in writing or in such a way that it can be stored by the buyer in an accessible manner on a durable medium:
  - a. the visiting address of the business location of the trader where the buyer can go with complaints;
  - b. the conditions under which and the manner in which the buyer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;
  - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the buyer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to





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the first delivery.

7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.





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## **ARTICLE 6 – RIGHT OF WITHDRAWAL**

### **When delivering products:**

1. During the cooling-off period, the buyer will handle the product and the packaging with care. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
2. If the buyer wishes to make use of his right of withdrawal, he is obliged to notify the entrepreneur within 14 days after receiving the product. The purchaser must do so by means of the model form. After the buyer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The buyer must prove that the delivered goods have been returned in time, for example by a proof of shipment.
3. When the customer has not made known his / her right of withdrawal before the periods mentioned in paragraphs 2 and 3 have expired and the product has not been returned to the entrepreneur, the purchase is a fact.

### **When delivering services:**

4. Upon delivery of services, the buyer has the option to dissolve the agreement without reason for at least 14 days, starting on the day of entering into the agreement.
5. In order to make use of his right of withdrawal, the buyer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest on delivery.



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## **ARTICLE 7 – COSTS IN CASE OF WITHDRAWAL**

1. If the buyer exercises his right of withdrawal, the highest costs of returning the goods are at his expense.
2. If the buyer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 14 days after cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.



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## **ARTICLE 8 – EXCLUSION OF RIGHT OF WITHDRAWAL**

1. The entrepreneur can exclude the buyer's right of withdrawal for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, before the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

- a. that have been created by the entrepreneur in accordance with the buyer's specifications;
- b. that are clearly personal in nature;
- c. which can not be returned due to their nature;
- d. that can spoil or age quickly;
- e. the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;
- f. for loose newspapers and magazines;
- g. for audio and video recordings and computer software of which the buyer has broken the seal.
- h. for hygienic products of which the buyer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

- a. regarding accommodation, transport, restaurant or leisure activities to be performed on a certain date or during a certain period;
- b. the delivery of which commenced with the explicit consent of the buyer before the cooling-off period has expired;
- c. regarding betting and lotteries.



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## **ARTICLE 9 – THE PRICE**

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
  - a. they are the result of statutory regulations or stipulations or
  - b. the buyer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services are exclusive of VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.



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## **ARTICLE 10 – CONFORMITY AND GUARANTEE**

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A warranty provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the buyer can assert against the entrepreneur under the contract.
3. Any defects or wrongly delivered products must be reported to the entrepreneur in writing without delay, but no later than 7 days after delivery. The products must be returned in the original packaging and in new condition.
4. The warranty period of the entrepreneur corresponds with the manufacturer's guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the buyer, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:
  - The buyer has repaired and / or processed the delivered products himself or has them repaired and / or processed by third parties;
  - The delivered products are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of the entrepreneur and / or the packaging are treated;
  - The inadequacy in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.
6. The Entrepreneur reserves the right to make changes to the design, measurements and prices without prior notice.
7. Due to related costs of inspection, unpacking, services; the entrepreneur will apply a return deduction of minimal 35 % of the order value. Electrical components in broken packaging will not be



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accepted in return. Returns under 45 EUR in total article value will not be accepted for return.





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## **ARTICLE 11 – DELIVERY AND EXECUTION**

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the buyer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the buyer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the buyer will receive this no later than 30 days after he has placed the order. In that case the buyer has the right to terminate the contract without any costs. The buyer is not entitled to compensation.
4. All delivery dates are indicative. The buyer can not derive any rights from any specified terms. Exceeding a term does not entitle the buyer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will repay the amount that the buyer has paid as soon as possible but no later than 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will make an efforts to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are at the expense of the entrepreneur.
7. The risk of damage and / or loss of products rests with the trader up to the moment of transfer to the delivery method chosen by the buyer or a pre-designated and to the entrepreneur announced representative, unless explicitly agreed otherwise.
8. Force majeure can arise in any case and releases the seller from any obligation to deliver.





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## **ARTICLE 12 – DURATION TRANSACTIONS: DURATION, CANCELLATION AND EXTENSION**

### ***Cancellation***

1. The buyer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The buyer can terminate an agreement that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term, with due observance of the agreed cancellation rules and a notice period. up to one month.
3. The buyer can cancel the agreements mentioned in the previous paragraphs:
  - at any time and not be limited to termination at a specific time or in a given period;
  - at least cancel in the same way as they have entered into by him;
  - always cancel with the same notice period as the entrepreneur has stipulated for himself.

### ***Extension***

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the buyer can cancel this extended agreement by the end of the extension with a notice period of no more than one month.
6. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the buyer is entitled to terminate at any time with a notice period of no more than one month and a notice



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period of a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A contract of limited duration to the regular delivery of daily and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

***Duration***

8. If an agreement has a duration of more than one year, the buyer may terminate the agreement at any time with a notice period of no more than one month, unless the reasonableness and fairness oppose termination before the end of the agreed duration.



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## **ARTICLE 13 – PAYMENT**

1. Unless otherwise agreed, the amounts owed by the buyer must be paid within 7 working days after the commencement date of the cooling-off period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this will term after the buyer has received the confirmation of the agreement.
2. The buyer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
3. In the event of default by the buyer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the buyer in advance.
4. Payments must be made according to the specified payment conditions. After the due date, an interest rate of 1% per month, calculated from the invoice date of the outstanding amount, will apply by operation of law and without notice of default. If the buyer is in default of payment, the seller is not obliged to make further delivery and can decide to dissolve the agreement and claim compensation. Collection costs and return costs of receipts and bills of exchange are for the account of the buyer.
5. The buyer who fails to pay the invoice on the due date expressly undertakes, in addition to the principal sum of the debt, interest and any legal costs, to pay the seller or his successors in law an amount equal to 15% of the invoice amount with a minimum of 40 €. This is due by operation of law and without notice of default.

## **ARTICLE 14 – COMPLAINTS PROCEDURE**

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the buyer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will



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respond within the period of 14 days with a notice of receipt and an indication when the buyer can expect a more detailed answer.

4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

5. In case of complaints, a buyer must first turn to the entrepreneur. For complaints that can not be resolved by mutual agreement, the buyer must turn to the European ODR platform (<http://ec.europa.eu/odr>). There are costs associated with submitting a dispute to this disputes committee that the buyer must pay to the relevant committee.

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

7. If a complaint is found to be well-founded by the trader, the trader will replace or repair the delivered products at its option free of charge.

## ARTICLE 15 – DISPUTES

1. Only Dutch law applies to agreements between the entrepreneur and the buyer to which these general terms and conditions apply. Even if the buyer resides abroad.

2. The Vienna Sales Convention does not apply.

## ARTICLE 16 – ADDITIONAL OR DEVIATING PROVISIONS

Additional provisions or deviating from these terms and conditions may not be to the detriment of the buyer and must be recorded in writing or in such a way that they can be stored by the buyer in an accessible manner on a durable medium.