

## GENERAL TERMS AND CONDITIONS

Company data BASK VOF  
RPR Ghent - Oudenaarde Department  
Company number: 0758.497.537  
VAT No BE 0758,497,537  
Seat: Arthur Odevaertstraat 13, B-9688 Schorisse

### **General provisions**

BASK VOF, offers its customers the possibility to purchase the products from the online shop online or at the above-mentioned address.

These General Terms and Conditions ("Conditions") apply to any order placed by a visitor ("Customer"). When placing an order via BASK VOF, the Customer must expressly accept these Terms and Conditions, by which he agrees to the applicability of these Terms and Conditions. Any additional conditions of the Customer are excluded, unless they have been accepted beforehand, in writing and expressly by BASK VOF.

### **Price**

The statement of price refers exclusively to the articles as described verbatim. The accompanying photos are intended for illustrative purposes and may differ from the product as each item is unique.

All prices are expressed in euros. The price stated in the e-mail confirming an order is the price owed by the customer. Special offers are only valid as long as stocks last.

BASK VOF reserves the right to change the price of a product at any time, but the products will always be invoiced on the basis of the rates in force at the time the contract is concluded.

For tailor-made designs, we always work on the basis of an offer.

By approving the quotation, you also agree to pay the cost of the preliminary design of the product, regardless of whether or not an order results from this afterwards. The exact cost price of custom work always depends on the number of pieces, production costs and the number of working hours of the design obtained.

Quotations have a validity of 1 month (from dispatch date).

### **Offer**

Despite the fact that the online catalogue and the e-commerce website are compiled with the greatest possible care, it is still possible that the information provided is incomplete, contains material errors, or is not up-to-date. Obvious mistakes or errors in the offer are not binding on BASK VOF.

If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or method of delivery, we ask the Customer to contact us in advance.

The offer is always valid as long as stocks last and may be adjusted or withdrawn at any time by BASK VOF. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

### **Order procedure**

Orders can be placed by appointment on site or via the webshop. If you wish to place an order via the webshop, please proceed as follows:

1. Click on the page "StockShop" to go to the webshop.
  2. A light box with explanation about the StockShop will appear. You can close this window by clicking on the "shop" button.
  3. Navigate through the "StockShop"-page and click on the desired article or photo to obtain more product information. On this article page you can fill in the desired order quantity (default this is '1') and click on "Add to cart" to add it to your shopping cart.
  4. When you have added an article to your shopping cart, the shopping cart will be shown. There you will see an overview of the added items, the quantity and the total cost per item and the subtotal of your shopping cart. This subtotal does not include any shipping costs.
  5. You can delete an article by clicking on "Delete" next to the article.
  6. To add other items to your shopping cart, click on "> shopping cart" and repeat steps 1 to 4.
  7. Using the shopping basket icon, you can consult your added items at any time.
  8. To complete your order, click on "view shopping cart" and you will receive an overview of the items added, the quantity and the total cost per item and the subtotal of your shopping cart, as well as the shipping costs.
- On this checkout page you will have the opportunity to add comments to your order.
9. To add other items to your shopping cart, click on "continue shopping" and repeat steps 1 to 4.
  10. The Order is complete after you have paid. More information about the payment options can be found below.

### **Payment**

To proceed to payment you have two possibilities:

- Manual payment: Click on the "Checkout" button after which you will be asked to fill in your details. On this page you will be informed about the delivery method, the delivery charge and the payment instructions. Before you can place an order, you must agree to the General Terms and Conditions. In case of a manual payment we apply a payment term of 7 calendar days. If we have not received your payment after this period, we will cancel your order and inform you of this.
- Online payment: You can pay online by credit card, bank card and PayPal or by manual payment

An order will be processed as soon as we receive the payment or receive approval from the secure bank payment institution.

In the case of payment by credit card, the terms and conditions of the relevant card issuer apply. BASK VOF cannot be held liable between the customer and the card issuer.

### **Collection, delivery and performance of the contract**

Each order will be confirmed by e-mail as soon as possible. The order can be picked up by appointment or delivered by BASK VOF or by a recognised courier service for this purpose, shipping costs within Belgium are 6 euros unless otherwise indicated, all other countries must be viewed separately.

Deliveries are made to the address indicated by the customer when placing the order. BASK VOF may in no way be held responsible for errors made by the Customer in entering the delivery and/or invoicing address which may lead to delays in delivery or the impossibility of delivering the products ordered.

Any visible damage and/or qualitative shortcoming of an article or any other shortcoming in delivery must be reported by the Customer to BASK VOF without delay.

The indicated delivery time is only an indication and is not binding. BASK VOF undertakes to deliver your order within 8 weeks of receipt of payment at the latest. If delivery cannot be made on time, we shall inform you of this in good time. Any delay in delivery may not give rise to compensation. You can cancel your order if we are unable to deliver within 8 weeks.

If a product is not in stock, the customer will be informed by e-mail of a possible later delivery date. If the customer does not agree with the delay, the ordered product can be cancelled or the customer can order an

alternative product. The cancelled product will be refunded or, when ordering an alternative product, the over/underpaid amount will be refunded/invoiced.

BASK VOF reserves the right to accept or refuse orders. Upon simple request, the customer will be informed of the reason for the refusal. BASK VOF cannot receive orders from minors. If a minor wishes to purchase an item on the site, the order must be placed and paid for by an adult guardian.

There is a valid agreement between you and BASK VOF when BASK VOF receives confirmation of your order on its site.

However, BASK VOF may decide to make the validity of the contract subject to other conditions, such as orders placed by minors, when the order is incomplete or incorrect, or when previous orders have not been paid for. BASK VOF also reserves the right to refuse orders in the following cases:

- when a product is out of stock,
  - in the event of serious suspicion of abuse of rights or bad faith on the part of the client,
- in cases of force majeure.

### **Retention of title**

The items delivered remain the exclusive property of BASK VOF until full payment has been made by the Customer.

If necessary, the Customer undertakes to inform third parties of BASK VOF's retention of title, e.g. to any person who would seize items that have not yet been paid for in full.

### **Right of withdrawal**

In order to exercise the right of withdrawal, the Customer must inform BASK VOF of its decision to withdraw from the contract by means of an unequivocal statement (e.g. in writing by post, fax or e-mail).

In order to comply with the withdrawal period, the Customer must send his notice concerning his exercise of the right of withdrawal before the withdrawal period has expired. For this purpose, the Customer may use the model withdrawal form. (See last page of the General Terms and Conditions)

The Customer must return or hand over the goods to BASK VOF without delay, but in any event no later than 14 calendar days after the day on which it has notified BASK VOF of its decision to withdraw from the contract. The Customer shall be on time if he returns the goods to BASK VOF before the period of 14 calendar days has elapsed.

If the value of the returned product is reduced in any way, BASK VOF reserves the right to hold the Customer liable and to claim damages for any reduction in value of the goods resulting from the Customer's use of the goods beyond what is necessary to determine the nature and characteristics of the goods.

### **Warranty on manufacturing faults**

We ask you to report this irregularity immediately upon receipt.

Our handmade products may differ slightly in shape and colour from the webshop photo. This is not a manufacturing defect but an inherent characteristic of handcrafted products.

### **Privacy**

For the communication with our customers and the smooth processing of orders, we keep a number of personal data.

We undertake never to pass on our customers' details to third parties.

Subject to proof of identity (copy of identity card), you may at any time view, change or delete your personal data in whole or in part. This can be done by sending an e-mail to [info@studiofrederique.com](mailto:info@studiofrederique.com) with your request for amendment or deletion.

We treat your data as confidential information and will not pass it on, rent or sell it to third parties.

BASK VOF keeps online (anonymous) visitor statistics in order to be able to see which pages of the website are visited and to what extent.

If you have any questions about this privacy statement, please contact us at [info@studiofrederique.com](mailto:info@studiofrederique.com).

### **Proof**

The Customer accepts that electronic communications and backups may serve as evidence.

### **Copyright**

All photos and images shown on the website of BASK VOF webshop are subject to copyright.

This applies to all images, regardless of the way in which they are distributed or the form in which they are supplied.

No photograph may be reproduced and/or made public by means of print, photocopy, photo, microfilm, digital or any other means without the prior written consent of BASK VOF (BASK VOF).

If you use a photograph of this website without prior permission, you will be warned to stop using it and a claim for damages will be submitted to you.

### **Applicable law**

If difficulties arise during the execution of an agreement, the customer and BASK VOF undertake, before taking legal action, to examine the possibility of reaching an amicable settlement. If this does not provide a solution, only the courts of Oost-Vlaanderen arrondissement Oudenaarde shall have jurisdiction to hear any claims, regardless of the place of delivery or residence of the customer.

The Consumer can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

The agreements and all legal reports between the customer and BASK VOF are subject to Belgian law.

## **ANNEX 1: MODEL WITHDRAWAL FORM**

Dear Customer,

You only need to fill in and return this form if you wish to revoke the agreement.

To BASK VOF , Arthur Odevaertstraat 13 at Maarkedal, [info@studiofrederique.com](mailto:info@studiofrederique.com) :

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods/ provision of the following service:

Ordered on (\*)/Registered on (\*):

Name(s) of consumer(s) :

Address of consumer(s) :

Signature of consumer(s) :

Signature of consumer(s) : Date :

(\*) Delete where not applicable.