

## GENERAL TERMS AND CONDITIONS / RIGHT OF WITHDRAWAL

### **Company details**

Alea BV

Webshop: Aleashop.be

Dendermondesteenweg 28

9070 Destelbergen

info@aleashop.be

+32 9 230 28 60

BE0882.427.806

BV ALEA: RPR Gent

### **Article 1: General terms and conditions**

The e-commerce website of Alea, a BV with registered offices in Destelbergen, Dendermondesteenweg 28, VAT BE 0882.427.806, RPR gent, (hereinafter "Aleashop") offers its customers the opportunity to purchase products from its webshop online. These General Terms and Conditions ("Conditions") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order through Aleashop's web store, the Customer must expressly accept these Terms, agreeing to the applicability of these Terms to the exclusion of all other terms and conditions. Additional conditions of the Customer are excluded, except when they have been previously, in writing and expressly accepted by Aleashop.

### **Article 2: Price**

All prices stated are expressed in EURO, always including VAT and all other taxes or duties to be paid by the Client. If delivery, reservation or administrative costs are charged, this will be indicated separately. The shipping costs for BE and NL are 7.9€ for a package (up to 30kg) and free shipping from 90€ onwards. This is automatically calculated through the shopping cart when ordering. For deliveries over 30kg a separate shipping cost will be passed on to the customer depending on the weight. See FAQ for all the other prices.

The price statement applies only to the articles as described verbatim. The accompanying photos are intended for decoration and may contain elements that are not included in the price.

### **Article 3: Offer**

Despite the fact that the online catalogue and the e-commerce website are composed with the utmost care, it is still possible that the information is incomplete, contains material errors, or is not up to date. Obvious errors or mistakes in the offer do not bind Aleashop. With regard to

the correctness and completeness of the information offered, Aleashop is only bound by a means obligation. Under no circumstances shall Aleashop be liable for obvious material errors, typesetting or printing errors.

If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or delivery method, we ask the Customer to contact our customer service in advance.  
info@aleashop.be / +3292302860.

The offer is always valid while stocks last and can be modified or withdrawn by Aleashop at any time. Aleashop cannot be held liable for the unavailability of a product. If an offer has a limited validity period or is made under conditions, this will be explicitly stated in the offer. Different promotions or discount codes/actions can never be combined.

#### **Article 4: Online purchases**

The article selected by you has a "quantity" option and an "order" button. After pressing "Order" you get the provisional total and the shipping costs are displayed. Either "continue shopping" or go to "continue". Either you use your "login" information or you "register" or you "continue without logging in". Fill in the requested fields and click on "next", then you can check the information and your order. Now choose the desired payment method and click on "Place Order". You will then be taken to the mollie.com or Paypal.com payment site to complete the payment. You will receive an email confirming your order.

The customer has the choice between the following payment methods

- by credit card
- by bank card
- by bank transfer to account IBAN: BE08 1030 1721 2013, BIC: NICABEBB
- by Paypal payment

Aleashop is entitled to refuse an order due to a serious shortcoming of the Customer with regard to orders involving the Customer.

#### **Article 5: Delivery and execution of the agreement**

The obligation to deliver arises only from the moment of payment of the ordered goods. Deliveries are made by Bpost in Belgium and countries where it is possible to use the parcel services offered by Bpost. Shipping costs in Belgium are 3.5€ for an envelope up to 3cm thick or 7.90€ for a package (up to 30kg) and free shipping from 90€ onwards (except for horse feed and salt licks). This will be automatically calculated via the shopping basket when ordering. For deliveries over 30kg a separate shipping cost will be passed on to the Customer depending on the weight.

Belgium:

Shipping cost up to 30kg = 7.90€.

Shipping less than 1kg and less than 3cm (books, DVDs, gloves,...) : 3,50€.

Shipping costs above 30kg = 19.90€ (ask for a price proposal by mail)

Netherlands:

Shipping costs up to 30kg = 7.9€.

Transport costs above 30kg = €19.90 (ask for a price proposal by mail)

France, Germany, Luxembourg:

Transport costs above 30kg = €59.90 (ask for a price proposal by mail)

Other countries: ask for a price proposal by mail.

Shipping costs (EU) up to 20kg minimum = 38€ (ask for a price proposal by mail)

Unless otherwise agreed or specified, goods will be delivered to the Customer's home within 30 days of receipt of the order. We aim to dispatch your goods as soon as possible after receipt of your payment (normally within 2 working days). Feel free to ask for more information about the delivery time. Any visible damage and/or qualitative shortcomings of an article or other shortcomings in the delivery must be reported immediately by the Client to Alea BV. The risk of loss or damage shall pass to the Client as soon as he (or a third party appointed by him, who is not the carrier) has taken physical possession of the goods. However, the risk shall already be transferred to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by Alea BV.

#### **Article 6: Retention of title**

The articles delivered shall remain the exclusive property of Alea BV until such time as they have been paid for in full by the Client. The Client undertakes, if necessary, to inform third parties of the retention of title of Alea BV, e.g. to anyone who may come to lay claim to the goods that have not yet been paid for in full.

#### **Article 7: Right of withdrawal**

The provisions of this article shall apply only to Clients who, in their capacity as consumers, purchase products online from Alea BV. The Client has the right to withdraw from the agreement within a period of 14 calendar days without giving any reason. The withdrawal period shall end 14 calendar days after the day on which the Client or a third party designated by the Client and other than the carrier takes physical possession of the product. To exercise the right of withdrawal, the Customer must inform Alea BV, Dendermondesteenweg 28, 9070 Destelbergen, info@aleashop.be of its decision to withdraw from the agreement by an unambiguous statement (e.g. written post or e-mail). The Customer may use the attached model withdrawal form for this purpose, but is not obliged to do so.

In order to meet the withdrawal deadline, the Customer must send his communication

concerning his exercise of the right of withdrawal before the withdrawal period has expired. The Customer must send back the goods or hand them over to Aleashop, Dendermondesteenweg 28, 9070 Destelbergen, without delay and in any event no later than 14 calendar days from the day on which he notifies Alea Bvba of his decision to withdraw. The Customer is on time if he/she returns the goods before the period of 14 calendar days has expired. The direct cost of returning the goods will be at the expense of the Customer.

If the returned product has diminished in value in any way, Alea BV reserves the right to hold the Customer responsible and claim compensation for any diminution in the value of the goods resulting from the Customer's use of the goods beyond what is necessary to establish the nature, characteristics and operation of the goods.

We consider for max value only items that are in their original packaging, together with all accessories, instructions for use.

If the Client cancels the agreement, Alea BV shall reimburse the Client for all payments received from the Client up to that point, excluding the standard delivery costs, within a maximum of 14 calendar days after Alea BV was informed of the Client's decision to cancel the agreement. In the case of sales agreements, Aleashop may wait until all goods have been returned, or until the Client has demonstrated that he has returned the goods, whichever comes first. Any additional costs resulting from the Client's choice of a delivery method other than the cheapest standard delivery offered by Alea BV shall not be refunded. Alea BV shall reimburse the client using the same means of payment with which the client made the original transaction, unless the client has expressly agreed otherwise; in any event, the client shall not be charged for such reimbursement. [Right of Withdral form](#)

### **Article 8: Warranty**

Under the Act of 21 September 2004 on consumer protection in relation to the sale of consumer goods, the consumer has statutory rights. This legal guarantee applies from the date of delivery to the first owner. In order to make a claim under the warranty, the Customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods. For articles purchased online and delivered to the Customer's home, the Customer must contact Aleashop customer service and return the article to Aleashop at his/her expense. If a defect is found, the Client must inform Aleashop as soon as possible. In any case, all defects must be reported within 2 months of their discovery by the Client. Afterwards, any right to repair or replacement expires. The guarantee is never applicable to defects caused by accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, non-compliance with the instructions for use or manual, modifications or alterations to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use. Defects that become apparent after a period of 6 months following the date of purchase, or delivery if applicable, are not deemed to be hidden defects, unless the Customer can prove otherwise.

### **Article 9: Customer Service**

Aleashop's customer service can be reached by telephone at +32 9 2302860, by e-mail at [info@aleashop.be](mailto:info@aleashop.be) or by post at the following address Dendermondesteenweg 28, 9070 Destelbergen Belgium.

### **Article 10: Penalties for non-payment**

Without prejudice to the exercise of other rights available to Alea BV, in the event of non-payment or late payment, the Client shall automatically and without a reminder owe interest

of 10% per year on the unpaid amount. In addition, the Client shall be liable, ipso jure and without warning, to pay a fixed compensation of 10% of the amount concerned, with a minimum of €25 per invoice.

Without prejudice to the above, Alea BV reserves the right to take back articles that have not been paid for (in full).

#### **Article 11: Use of cookies**

During a visit to the website, cookies may be placed on the hard disk of your computer. A cookie is a text file that is placed by a website server in your computer's browser or on your mobile device when you consult a website. Cookies cannot be used to identify individuals; a cookie can only identify a machine. First party cookies are technical cookies that are used by the visited site itself and which aim to let the site function optimally. For example: settings that the user has made during previous visits to the site, or a pre-filled form with data that the user has made during previous visits. You can set your Internet browser so that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard disk. You can do this through the settings of your browser (via the help function). Please note that certain graphical elements may not appear correctly or that you may not be able to use certain applications. By using our website, you agree to our use of cookies.

#### **Article 12: Invalidity - non-waivers**

If any provision of these Conditions is declared invalid, unlawful or null and void, this shall not in any way affect the validity, lawfulness and applicability of the other provisions. The failure at any time by Aleashop to enforce any of the rights enumerated in these Conditions, or to exercise any of them, will never be seen as a renunciation of such provision and will never affect the validity of these rights.

#### **Article 13: Amendment of terms and conditions**

These Conditions are supplemented by other conditions explicitly referred to, and the General Sales Conditions of Aleashop.be. In case of contradiction, these Conditions shall prevail.

#### **Article 14: Proof**

The Client accepts that electronic communications and back-ups may serve as proof.

#### **Article 15: Applicable law – disputes**

Belgian law is applicable, with the exception of the provisions of international private law concerning applicable law. The Seller has signed the Regulations of the UNIZO e-commerce label. These regulations are available at [www.unizo.be/e-commerce](http://www.unizo.be/e-commerce) where you can also settle complaints or disputes out of court via the UNIZO complaints procedure. You can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

#### **Article 16: UNIZO e-commerce label**

Alea Bvba has written down the Regulations of the UNIZO e-commerce label. A copy of these regulations and access to the UNIZO complaints procedure is available at [www.unizo.be/e-commerce](http://www.unizo.be/e-commerce).