

VERLICHTING.be

Terms and Conditions

CONSUMER (B2C)

1. Scope of application

These general terms and conditions of sale (referred to hereinafter as the "General Terms and Conditions") shall be applicable to all agreements concluded between VERLICHTING.BE BVBA, with company number BE 0881.661.110 and located on Breedstraat 18A, in B-9100 Sint-Niklaas, Belgium (referred to hereinafter as the "Vendor"), and the Consumer. In consequence of the foregoing provision, the Vendor shall only conclude agreements under the present terms and conditions, this to the exclusion of any and all other terms and conditions as may be. These present terms and conditions shall be of application both for sales and the execution of works, such as, for instance, the installation of the goods sold, in this case: interior and exterior lighting, accessories and small furniture. In the event that the Consumer should not be in agreement with certain of the conditions as established, it shall be incumbent on him, on penalty of nullity, to inform the Vendor accordingly within seven business days following receipt of the General Terms and Conditions. It shall be incontestably accepted that these terms and conditions were communicated to the Consumer prior to the conclusion of the agreement. By placing his order, the Consumer shall be deemed to have accepted these terms and conditions. The General Terms and Conditions can be consulted online at any time (www.verlichting.be/en/terms-and-conditions/b2c) and are sent together with a summary of the order with the confirmation of the order.

2. Distance selling and revocation

This clause shall be applicable only to distance sales in the sense of the Belgian Economic Law Code and unless the price offer or the order form indicates explicitly that the sale pertains to an execution of works in conformity with the Consumer's own specifications or that the works in casu are imbued with an unambiguous personal character.

The Consumer shall be entitled to inform the Vendor of his intention to cancel the purchase, without his being liable to the payment of a penalty and without the need to state a reason for his decision, and this within 14 (fourteen) calendar days as of the day that follows the delivery of the product or the conclusion of the service agreement.

The Vendor may ask the consumer about the reason for revocation, but does not oblige the consumer to state his reason(s). The Vendor does not accept any exceptions to the right of withdrawal. The aforementioned cooling-off period commences on the day after the Consumer has received the product - or products. You can revoke via this model form: <https://www.verlichting.be/en/revocation>

The right of return/revocation period begins on the day of receipt of the goods. As long as the goods in their original packaging are not damaged, show no signs of installation/use and are complete, and as long as they do not constitute goods manufactured according to the consumer's specifications or that are clearly intended for a specific person, you may return the goods at your own expense or hand them in personally to the following address: VERLICHTING.be, Breedstraat 18A, 9100 Sint-Niklaas, Belgium. The commercial return guarantee contractually agreed does not affect your legal rights and claims. In particular, your statutory right of withdrawal and the statutory warranty rights remain unaffected.

Nonetheless, and irrespective of the above, the Vendor shall be entitled as a general practice to request that the Consumer post a guarantee as a condition for the delivery. This guarantee may never exceed 100% of the total price, at the most.

In the event of complaints, the Consumer should contact the following address: VERLICHTING.BE BVBA, Breedstraat 18A, 9100 Sint-Niklaas, Belgium. The after-sale service offered by the Vendor includes the following: the replacement of the goods in conformity with the legal guarantee obligations. These obligations exclude any and all costs that by law may be charged to the consumer and that are related to the replacement in casu.

3. Privacy/GDPR

We treat your data as confidential information and never pass it on to third parties. You can request, adjust, change or delete your data stored by VERLICHTING.BE at any time. You can submit any request, change or deletion via info@verlichting.be or written via VERLICHTING.BE, Breedstraat 18A, 9100 Sint-Niklaas, Belgium. The latest version of the Privacy & Cookie Policy can always be found on our website <https://www.verlichting.be/en/privacy/>

4. Price quotations/offers

The price quotations/offers by the Vendor shall not be of binding character for as long as, following acceptance by the Consumer, they in turn have not been confirmed by the Vendor. Representations, pictures, dimensions and weights, etc., which the Vendor publishes in his catalogues, on his website, in his advertising materials, or in any other form or medium, shall possess no binding force on the latter and are exclusively meant as illustrations of the article that is being offered for sale. Any non-conformity with such representations and figures, whatever their form or nature, shall not entitle the Consumer to refuse acceptance of the goods, to be delinquent in his payments, or to claim indemnification. An agreement shall be deemed to be concluded definitively only as of the moment when the Vendor has accepted the order in writing and the Consumer has received an order confirmation. Following the conclusion of the agreement, the Vendor shall not be entitled to unilaterally change the for the Consumer essential characteristics of the product or the service. This shall likewise apply

to the use of the product as envisioned by the Consumer, at any rate, in so far as he communicated such intended usage and utilisation to the Vendor and the latter did accept the proviso, or, in the absence of such a specification, in so far as the product's intended use could have been reasonably predicted.

5. Deliveries and delivery term

The goods shall be shipped at the risk and hazard of the receiving parties, even when delivered carriage paid. Barring the Vendor's explicit and written accord otherwise, the goods shall be delivered to the place of destination as stated on the Vendor's order form. The time of delivery shall be determined by mutual consultation between the Vendor and the Consumer. In the event that the delivery date cannot yet be determined with any certainty at the time of the sale, an approximate delivery period shall be established, after which the exact day for the delivery shall, by mutual consultation, be fixed at a later date. The Vendor shall only be responsible for the delivery of the ordered goods during any business day between the hours of 8 AM and 6 PM, at the delivery address as agreed. The Consumer shall make all due arrangements for proper reception and permanence on the agreed upon date. The Vendor shall not be entitled to unilaterally determine or change the delivery term. The delivery period is a maximum of 30 days, but if it is exceeded, the Vendor will inform the Consumer of this unless the Consumer has expressly agreed to a longer delivery period. If the Consumer has not agreed to this and the delivery cannot take place within the period of 30 days, the Consumer can cancel his order free of charge and obtain a refund. It shall be incumbent on the receiver to check the number and the condition of the products at the time of their delivery. All noticeable defects must be identified on the delivery note that needs to be signed and returned to the carrier/Vendor. Acceptance of a delivery without written remarks on the bill of lading or on the delivery note shall be considered as irrevocable evidence that the delivered goods were without any patent defects. It shall be incumbent on the Consumer to specifically note all damage to the packaging. This provision shall not prejudice the rights of the Consumer with respect to the agreement as determined in art. 1649 bis *et seq.* of the Civil Code.

6. Warranty

In the event of duly and timely reported noticeable defects for which the Vendor is to assume responsibility and that fall outside of the Consumer's legal protection with reference to the delivery obligation pursuant to the agreement, the Vendor shall have the choice either to replace the defective products by identical and conform items or to allow a price reduction for the defective products in *casu*. In all other instances, the Vendor's warranty shall be limited to the legal provision stated in art. 1649 bis *et seq.* of the Civil Code. The Consumer acknowledges to have been informed by the Vendor of the need to have the installation of the goods in *casu* carried out only by expert professionals in the field. The Vendor can never be held liable for any form of inappropriate and incorrect use of the sold product carried out without his involvement. All warranty provisions under the guarantee clause shall become null and void with respect to any and all changes or modifications that are effected by the Consumer, including therein the consequences of such modifications and changes. Irrespective of what is determined in article 4 above, any complaints about product defects or about the executed works must, on penalty of nullity of rights, be reported to the Vendor by registered letter within two months of the date of delivery and/or installation if no bill of lading or delivery note is available, in the case of patent defects, or as of the date of observation, in the case of latent defects. The indemnification obligation for all defects as imposed on the Vendor shall lapse after two years as of the delivery date. The Consumer's legal claim must in all cases, on penalty of nullity, be instituted within one year, counting from the day on which the Consumer observed to non-conformity of the product or its defect, without this term coming to an end before the expiration of a two-year period. In case the Vendor also is to undertake the installation of the purchased products, the Consumer shall guarantee the presence of an existing technically adapted and legally approved electrical installation inside the building in *casu* and as such shall hold the Vendor free and harmless with respect to any and all further inspections and future liability obtaining. The Consumer engages himself, prior to the eventual installation of the goods, to fully inform the Vendor on all matters pertaining to the PID on the building, or he shall provide the Vendor with equally valid information concerning all utility pipes and lines and relevant data and characteristics pertaining. In the event of default of this obligation, the Vendor cannot be held liable for either direct or indirect damage to, or attributable to, the building and all of its associated elements and components, including the general utility connections. This provision is without prejudice to the rights of the Consumer for what concerns the agreement as stated in art. 1649 bis *et seq.* of the Civil Code and other stipulations of imperative law.

7. Prices

The listed price is the total price payable by the Consumer, inclusive of VAT and all other extra charges and levies plus the costs of all services that are to be paid additionally by the Consumer. Not included herein are: the transportation costs and the costs of installation of the products.

8. Payment modalities

Except for what concerns distance selling, all invoices sent by the Vendor are immediately payable in cash on invoice date. In the event of overdue payment, the Consumer shall, *de iure* and in good right and without the need of a prior default notice, be held liable for an arrears interest *a rato* the annual statutory interest rate, counted as of the due date, plus an indemnification of 10% on the total invoice amount, with a minimum charge of 100 EUR. Conversely, a comparable compensatory indemnification shall accrue to the Consumer in the event that the Vendor fails to abide by his obligations. After his purchase, the Consumer shall receive his invoice via e-mail. In case no e-mail address facility is available, the invoice shall be presented at the time of delivery of the goods or dispatched by regular mail.

Except in the case of a distance sale, and without prejudice to the Vendor's right to request, case pertaining, the payment of a guarantee, the Vendor shall be entitled to demand payment either prior to the delivery or at the time of the delivery. In the afore-mentioned instances, the Vendor shall still be entitled, prior to delivery of the ordered goods, to unilaterally demand additional payment guarantees, advances, or sureties. In the event that the Consumer decides not to conclude the agreement, the Vendor shall be entitled to the retention of the amounts thus paid. Conversely, the Consumer shall in turn be entitled to claim from the Vendor a comparable amount as a compensatory indemnification in case the latter decides against the conclusion of the agreement. In *casu*, the Vendor claims explicit title of ownership to all products delivered, even when the goods have already been installed, and this until the day of full settlement of the principal sum outstanding, to be increased with accrued interests, damage indemnification, and costs. All moveable goods installed by the

Vendor shall irrevocably be deemed to remain free and unattached from the building and thus to be removable property. Transborder payment orders shall only be considered as settled when the possible extra transfer costs obtaining were paid by the Consumer.

8bis. Payment modalities online sales

When placing an order at VERLICHTING.BE you have 3 payment possibilities:

1. Payment upon collection in our showroom: After you have placed your order online, you receive an order confirmation from us via e-mail that your order is being processed (you receive this within 1 working day). If you still wish to cancel, you can do so within 24h. Once your order is ready to collect, you receive another e-mail containing the payment methods and further instructions for collection. After the prior e-mail, your order remains ready for you until it is collected. Your payment must be made before the due date. If your order is not yet paid, you pay upon collection in cash or via Bancontact. NO VISA OR MASTERCARD.
2. Advance payment after receipt of invoice: After you have placed your order online, you receive an order confirmation from us via e-mail that your order is being processed (you receive this within 1 working day). Thereafter you receive a digital PDF invoice by e-mail. Once we have received your payment, your items – provided they are in stock here or have been delivered by the manufacturer – are sent and you receive another e-mail that they have been sent. You can monitor where your delivery is at via a URL.
3. Online payment: When you place your order selecting the ‘pay online’ option, you are referred to a secure and verified payment platform with the following payment options: Visa, Bancontact/Mister Cash (via online banking), MasterCard and Maestro: MOLLIE. After the payment platform has confirmed that your payment has been implemented successfully, you receive a confirmation e-mail that your order is being processed (+/- 24h). Once your order is processed, you receive an order confirmation via e-mail. If your order is in stock, it will be sent the next day. If it is not in stock, it will be sent immediately after delivery to us from the manufacturer.

9. Breach of contract

The Consumer and the Vendor shall mutually be bound to the fulfilment of the agreement, unless prevented by a *force majeure* situation. In the event of breach of contract, the one party shall be liable to pay the other party a fixed compensation that is equal to a minimum of 10% of the total price.

A *force majeure* situation shall exist in the event of, but not limited to, war, domestic or international conflicts, strikes, lock-outs, absence of transportation facilities or base materials, and fire outbreak. The execution of the agreement shall, in case of prolonged and uninterrupted *force majeure* conditions, be suspended for the duration of the condition, and this for a maximum term of six months. In the event that the said condition continues to exist following this term, the agreement shall be considered to have been dissolved in good right, without the respective parties being liable for compensation of any nature.

10. Nullity

In case one of the clauses in the General Terms and Conditions should be declared null and void, this nullity shall in no wise compromise the validity of the remaining clauses, and it shall be incumbent on both the Vendor and the Consumer to make every effort, without delay and in good faith, to negotiate between their good selves a valid clause imbued with the same economic weight and import. In case one clause, or a part thereof, should be found to be irretrievably contrary to any provision of imperative law, the latter provision shall in good right replace the contrary clause.

11. Applicable law - court jurisdiction

The General Terms and Conditions, and each and every agreement to which the General Terms and Conditions are of application, shall be governed by Belgian law. The competent court shall be designated in pursuance of art. 624 of the Judicial Code. The language to be used in the procedure shall be the native tongue of the Consumer. The Parties undertake, on penalty of inadmissibility of their lodging a claim or action, with the exception of protective measures, to strive, in advance and at shared expense, for a compromise settlement.

12. Online Dispute Resolution Platform

Consumers can also always contact the Online Dispute Resolution Platform of the European Commission. This central platform handles complaints about distance contracts. Info: <https://ec.europa.eu/consumers/odr/main/?event=main.consumer.rights>

13. BeCommerce code of conduct

As a member of BeCommerce, the Vendor follows the respective code of conduct:
https://www.becommerce.be/docs/20181123_BeCommerce_gedragscode_trustmark_FR.pdf (French).

14. Prevention of counterfeiting

At all times, the Vendor only offers products that it buys from the original manufacturers and their wholesalers. When in doubt about the authenticity of products, the Consumer can find more information and tips at <https://www.eccbelgium.be/>. In case of suspicion of counterfeiting, the consumer can always submit a complaint via <https://meldpunt.belgie.be/meldpunt/en/welcome>

BUSINESS (B2B)

1. Scope of application

These general terms and conditions of sale (referred to hereinafter as the "General Terms and Conditions") shall be applicable to all agreements concluded between VERLICHTING.BE BVBA, located on Breedstraat 18A, 9100 Sint-Niklaas, Belgium (referred to hereinafter as the "Vendor"), and the Buyer, and they shall take precedence over the latter's own General Terms and Conditions even in cases where these stipulate their precedence over the present General Terms and Conditions. In consequence of the foregoing provision, the Vendor shall only conclude agreements under the present terms and conditions, this to the exclusion of any and all other terms and conditions as may be. These present terms and conditions shall be of application both for sales and the execution of works, such as, for instance, the installation of the goods sold. The installation of the goods shall invariably be unrelated to the stability of the building in casu. In the event that the Buyer should not be in agreement with certain of the conditions as established, it shall be incumbent on him, on penalty of nullity, to inform the Vendor accordingly within five calendar days following receipt of the General Terms and Conditions, and, in any event, at the latest at the time of conclusion of the agreement. It shall be incontestably accepted that these terms and conditions were communicated to the Buyer prior to the conclusion of the agreement. By placing his order, the Buyer shall be deemed to have accepted these terms and conditions.

2. Price quotations/offers

The Vendor shall never be bound by price quotations/offers submitted by him. Representations, pictures, dimensions and weights, etc., which the Vendor publishes in his catalogues, on his website, in his advertising materials, or in any other manner and medium, shall not be deemed binding on him and are solely meant as illustrations of the article on sale. Any non-conformity in whatever form with the above-mentioned illustrations, etc. shall not entitle the Buyer to refuse acceptance of the goods, to be delinquent in the payment of his accounts, or to claim indemnification. An agreement shall only be considered to have been definitively concluded as of the moment when the Vendor has accepted the order in writing and the Buyer has received a confirmation of his order.

3. Deliveries

The goods shall be shipped at the risk and hazard of the receiving parties, even when delivered carriage paid. Barring the explicit and written accord from the Vendor otherwise, the goods shall be delivered to the place of destination as stated on the Vendor's order form. In case no particular time of delivery was agreed upon, the Vendor shall be entitled to deliver (to make arrangements for delivery of) the ordered products in the course of any business day between the hours of 8 AM and 6 PM to the destination address as agreed upon, and the Buyer shall make arrangements for their proper reception at that location. The maximum waiting time between reporting arrival and unloading of the goods shall be established as 15 minutes. In the event that the delivery cannot be performed, or cannot be performed within the said 15 minutes, and this for a reason attributable to the Buyer, the Vendor shall make a second delivery of the goods with the proviso that the additional transportation costs thus incurred be paid in advance in cash by the Buyer. The delivery dates as proposed in advance shall not be considered binding on the Vendor. Late deliveries shall not be cause for claim of indemnification and do not entitle the Buyer to refuse acceptance of the goods, not even in the event of a serious error on the part of the Vendor or in case of a serious error or wilful intent on the part of the representatives or operatives appointed by the Vendor. The Vendor shall be entitled to make partial deliveries of an order and to invoice them accordingly. It shall be incumbent on the Buyer to inspect the numbers and condition of the products at the time of their delivery. All noticeable dents, fractures, rips, or other signs of damage to the packaging must be identified on the delivery note that needs to be signed and returned to the carrier/Vendor. Acceptance of a delivery, without written remarks on the bill of lading or on the delivery note, shall be considered as irrevocable evidence that the delivered goods were conform to the order and as such without any patent defects.

4. Warranty

In the event the delivered goods manifest noticeable defects, such being attributable to the Vendor, the latter shall have the choice either to replace the defective products by identical and conform items or to allow a price reduction for the defective products in casu. In any event, the warranty offered by the Vendor shall be limited, both in the case of patent and latent defects, to the replacement of the goods, or, if that is not possible, to the crediting of the invoiced amount. Irrespective of the above, the Vendor shall assume liability only for loss and damage caused as a result of serious error or wilful action. However, the Vendor shall not assume liability for damage caused as a result of wilful action or serious error on the part of his appointed representatives or operatives. The Buyer shall explicitly waive any claim to recourse in case of general or specific indirect loss or damage, of whatever nature, such as consequential damage. The Buyer acknowledges to have been informed by the Vendor of the need to have the installation of the goods in casu carried out only by expert professionals in the field. The Buyer shall explicitly waive all recourse to claim against the Vendor that is, either directly or indirectly, related to the installation, either by the Buyer himself or by third parties appointed by the Buyer, of the sold products. The Vendor can never be held liable for any form of inappropriate and incorrect use of the sold product carried out without his involvement. Irrespective of the provisions in article 3, complaints about defective products or the defective execution of works must, on penalty of relinquishment of rights, be brought to the Vendor's attention by registered mail to that effect: (I) in case of noticeable defects, if no bill or lading or delivery note is available, within eight days of the delivery and/or the installation; (II) in case of latent defects, as of the date of observation of the defects in casu. The indemnification obligation in the case of latent defects as imposed on the Vendor shall lapse after one year of invoice date. In any event, it shall be incumbent on the Buyer in all cases to lodge his legal claim within the year following the notice of default, on penalty of lapse and nullity. In case the Vendor also is to undertake the installation of the purchased products, the Buyer shall guarantee the presence of an existing technically adapted and legally approved electrical installation inside the building in casu and as such shall hold the Vendor free and harmless with respect to any and all further inspections and future liability obtaining.

5. Prices

The prices quoted are without obligation, exclusive of VAT and administrative levies, under reservation of errors and omissions, and shall in no wise and under no circumstances be subject to any discount, barring a written and explicit agreement from the Vendor to the contrary.

In case there occurs between the date of the order and the date of delivery of the goods a demonstrable change in pricing on the part of the manufacturer, this price difference will be passed on to the Buyer.

6. Payment modalities

All of the Vendor's invoices are immediately payable in cash on receipt of invoice. In case of an overdue payment, the Buyer shall, *de iure* and in good right and without the need of a prior notice of default, be charged an arrears interest of 12% per annum as of the due date, plus a compensation of 10% on the total invoice amount, with a minimum of 100 EUR. After his purchase, the Buyer shall receive his invoice via e-mail. In case no e-mail address facility is available, the invoice shall be presented at the time of delivery of the goods or dispatched by regular mail. The Vendor shall be entitled to demand settlement of the account either prior to delivery of the goods or at the time of the delivery itself. The Vendor furthermore shall be entitled, prior to the delivery, to unilaterally request additional payment guarantees, advances, or sureties. The Vendor shall be entitled to suspend the delivery at the expense of the Buyer on default of cash payment or in the absence of adequate payment guarantees. In casu, the Vendor shall explicitly retain title of ownership to all goods delivered, even of the goods already installed, and this until the day of full settlement of the principal amount owing, plus accrued interests, compensation for loss and/or damage suffered, and costs incurred. All goods installed by the Vendor shall be irrevocably deemed to remain free and unattached from the place of their installation and thus subject to being removed, case pertaining. In the event of default payment, the Vendor shall be entitled to repossess all of the delivered, and even all of the installed, goods, if need be by court judgment in interlocutory proceedings. The Buyer shall explicitly waive his right to any form of debt set-off or plea for suspension of payment. In his turn, the Vendor shall be entitled to suspend all further deliveries and, case pertaining, to terminate them unilaterally in the event of non-payment of the full amounts owing or of a partial payment only of outstanding and overdue invoices or all costs related to the same, and whereby the Buyer, case pertaining, waives all recourse to claim and shall be held liable to the payment of an indemnification to the Vendor, conform to these terms and conditions.

7. Termination of the agreement by the Buyer

It shall be incumbent on the Buyer to fulfil the agreement. In the event of a unilateral termination by the Buyer, the Vendor shall be entitled to a fixed indemnity equal to 50% of the sales price, exclusive of VAT, and this without prejudice to the Vendor's right to increase his claim in the event of demonstrable greater loss and damage.

8. Force majeure

The Vendor shall be held free and harmless against any and all liability in the event of a *force majeure* condition, including therein, but not restricted to, war, domestic or international conflicts, strikes, lock-outs, absence of transportation equipment or base materials, and the outbreak of fire. In the event of a *force majeure* condition, the fulfilment of the agreement shall be suspended for the duration of the *force majeure*, without the Buyer being entitled to claim any compensation or to demand the dissolution of the agreement from the Vendor.

9. Privacy GDPR

We treat your data as confidential information and never pass it on to third parties. You can request, adjust, change or delete your data stored by VERLICHTING.BE at any time. You can submit any request, change or deletion via info@verlichting.be or written via VERLICHTING.BE – Breedstraat 18A – 9100 Sint-Niklaas – Belgium. The latest version of the Privacy & Cookie Policy can always be found on our website <https://www.verlichting.be/en/privacy/>

10. Nullity

In case one of the clauses in the General Terms and Conditions should be declared null and void, this nullity shall in no wise compromise the validity of the remaining clauses, and it shall be incumbent on both the Vendor and the Buyer to make every effort, without delay and in good faith, to negotiate between their good selves a valid clause imbued with the same economic weight and import.

11. Applicable law – court jurisdiction

The General Terms and Conditions and all agreement to which the Vendor's General Terms and Conditions are of application shall be governed by Belgian law. The Dutch language shall be selected as the sole language to conduct the proceedings. The courts with the jurisdiction within the judicial district where the Vendor has established his registered offices shall possess the sole and exclusive competence to hear and entertain any dispute arising that relates to the validity, the application, the interpretation, and the implementation of the General Terms and Conditions and, likewise, to the conclusion, the validity, the interpretation, and the implementation of each and every agreement to which the General Terms and Conditions are of application.