

Model General Terms and Conditions of Sale Webshop B2C

Company data

Mushenge Tribal Art bv

Art Gallery Decoster

Lindenstraat 171 – 1800 Vilvoorde

Belgium

artgallery.decoster@gmail.com

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BE0660720646

Article 1: General provisions

The e-commerce website of Art Gallery Decoster, a bv with registered office in Lindenstraat 171 – 1800 Vilvoorde, VAT BE0660720646, Vilvoorde, offers its customers the possibility to purchase the products from its webshop online.

These General Terms and Conditions ("Terms") apply to any order that is placed by a visitor to this e-commerce website ("Customer"). When placing an order via the ART GALLERY DECOSTER webshop, the Customer must expressly comply with these Terms and Conditions accept, thereby agreeing to the applicability of these Terms, excluding of all other terms. Additional conditions of the Customer are excluded, unless they have been accepted in advance, in writing and expressly by [...].

Article 2: Price

All prices quoted are expressed in EURO, always including VAT and all others required by the Customer bears taxes or taxes.

If delivery, reservation or administrative costs are charged, this will be done separately Listed.

The indication of price refers exclusively to the articles as it is described verbatim. The accompanying photos are for decorative purposes and may contain elements that are not included in the price.

Article 3: Offer

Despite the fact that the online catalog and the e-commerce website with the largest possible care is taken, 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 does not bind Mushenge Tribal Art bv. Mushenge Tribal Art bv is what the accuracy and completeness of the information offered is only bound by an obligation of means. Art Gallery Decoster is in no case liable in case of manifest material errors, typesetting or printing errors.

When the Customer has specific questions about e.g. sizes, color, availability, delivery time or delivery method, we ask the Customer to contact in advance our customer service.

The offer is valid while stocks last and can be adjusted at any time or withdrawn by Mushenge Tribal Art bv. Mushenge Tribal Art bv cannot be held liable for failure to availability of a product. If an offer has a limited period of validity or under conditions, this is explicitly stated in the offer.

Article 4: Online purchases

- Choose the item and press add to cart – if you want to continue shopping, press continue shopping and so you can order multiple items.
- Then press order or go to the shopping cart.
- Under 100 euros, 7.50 shipping costs will be charged. Above 100 euro this is free. For this you have to use the discount code FOR FREE at checkout enter to be able to use it.
- Then press order and there you can enter your data – shipping method – payment method and then confirmation
- You can pay online or pay on the spot when picking up in the store.
- Afterwards you will receive a confirmation email of your purchases.

The Customer has the choice between the following payment methods:

- by credit card
- via bank card
- via PayPal
- In-store payment at pick-up

Art Gallery Decoster is entitled to refuse an order due to a serious shortcoming of the Customer with respect to orders in which the Customer is involved.

Article 5: Delivery and execution of the agreement

Unless otherwise agreed or expressly provided otherwise, the goods shall be submitted to the residence of the Customer delivered within 30 days of receipt of the order. This will be done via B-post/DHL/FEDEX/ any delivery service specialized in sending Art or self-delivery. Any visible damage and/or qualitative shortcoming of an article or other

shortcoming in the delivery, must be reported by the Customer to Mushenge Tribal Art bv without delay.

The risk of loss or damage passes to the Customer from he (or a by him) designated third party, other than the carrier) has acquired physical possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, as the carrier of the the customer has been instructed to transport the goods and this choice has not been commanded by the Mushenge Tribal Art bv.

Article 6: Retention of title

The delivered items remain until the moment of full payment by the Customer, the exclusive owned by Mushenge Tribal Art bv.

The Customer undertakes, if necessary, third parties to apply to the retention of title of Mushenge Tribal Art bv.

e.g. to anyone who would seize the items that have not yet been fully paid for.

Article 7: Right of withdrawal

The provisions of this article only apply to Customers who, in their capacity as consumers, buy items online at Mushenge Tribal Art bv.

If the right of withdrawal applies:

The Customer has the right to within a period of 14 calendar days without specifying reasons for withdrawing from the contract.

The withdrawal period expires 14 calendar days after the day

(a) in the case of service contracts or digital content which is not covered by a tangible medium has been supplied: "from the conclusion of the contract";

(b) for sales contracts (including contracts covering both goods and services) : "on which the Customer or a third party designated by the Customer, which is not the carrier, acquires physical possession of the goods.";

c) for agreements where the Customer has several goods in the same order ordered separately: "on which the Customer or a designated third party, other than the carrier, acquires physical possession of the last good.";

(d) in the case of contracts for the supply of goods, consists of several shipments or parts : "on which the Customer or a third party designated by the Customer, which is not the carrier, acquires physical possession of the last consignment or component.";

(e) for contracts for the regular supply of goods during a certain period : "on which the Customer or a third party designated by the Customer, who does not have the carrier, acquires physical possession of the first good.'

To exercise the right of withdrawal, the Customer must [Mushenge Tribal Art, Lindenstraat 171-1800 Vilvoorde, 0474484904, artgallery.decoaster@gmail.com] by unequivocal statement (e.g. in writing by post, fax or e-mail) informing him of his decision to cancel the contract retract. The Customer can use the attached model form for this purpose: withdrawal, but is not obliged to do so.

The Customer may use the model withdrawal form or any other clearly formulated also fill in the declaration electronically and send it via our website [www.AGD-tribal.com]. If the Customer makes use of this option, we will send his revocation".

In order to comply with the withdrawal period, the Customer must notify his or her exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must remove the goods without delay, but in any case no later than 14 calendar days after the day on which he made his decision to withdraw from the agreement to Mushenge Tribal Art communicated, returned or handed over to Mushenge Tribal Art – Lindenstraat 171 – 1800 vilvoorde or at The physical store Art Gallery Decoster – Margarethaplein 10 – 3000 Leuven. The Customer is on time if he return goods before the period of 14 calendar days has expired.

The direct costs of returning the goods shall be borne by the Customer.
[Or, if Mushenge Art Gallery offers the Customer that you will bear these costs yourself: Mushenge Art Gallery will bear the costs of returning the goods.]

The direct costs of returning the goods will be borne by the Customer". The direct costs of returning the goods shall be borne by the Customer.

The Customer is requested to return the items in their original condition and packaging, with all accessories included, and instructions for use. If the returned product has been reduced in value in any way, Mushenge Tribal Art reserves the right to hold the Customer liable and claim compensation for any depreciation of the goods resulting from the Customer's use of the goods that goes beyond is necessary to establish the nature, characteristics and functioning of the goods.

All returned items will be carefully examined. The starting point here is that the consumer may only inspect the item as he would be allowed to do in a store. Returned items may be fitted, but may not have been used. When an article's depreciation has been incurred when an article's depreciation has been undergone by the use of the Customer will be charged to the Customer will be charged.

If the Customer has requested that the provision of services begin during the withdrawal period, the Customer pays an amount proportional to what is at the time when he has informed us that he has withdrawn from the contract and has already been delivered, compared to the full performance of the agreement."

If the Customer withdraws from the agreement, Mushenge Tribal Art will refund payments received, excluding standard delivery costs, to the Customer within maximum 14 calendar days after Mushenge Tribal Art has been informed of the decision of the Customer to withdraw from the agreement. In case of sales agreements, Mushenge Tribal Art can wait with the refund until he has received all the goods back, or until the Customer has proof that he has returned the goods, whichever comes first. This Mushenge Tribal Art cannot do the latter if you have come to collect the goods yourself.

Any additional costs resulting from the Customer's choice of a different method of delivery than the cheapest standard delivery offered by Mushenge Tribal Art will not be refunded.

Mushenge Tribal Art refunds the Customer with the same means of payment with which the Customer has carried out the original transaction, unless the Customer has expressly agreed otherwise; in any case, the Customer will not be charged for such reimbursement.

The Customer cannot exercise the right of withdrawal for:

- ☐ service contracts after the full performance of the service
- ☐ the supply or provision of goods or services the price of which is linked to fluctuations in the financial market over which ND Creations has no influence and which are located within the withdrawal period;
- ☐ the delivery of goods manufactured according to the Customer's specifications, or which are clearly for a specific person is intended;
- ☐ the supply of goods that spoil quickly or have a limited shelf life;
- ☐ the delivery of sealed goods that are not suitable for return to reasons of health protection or hygiene and of which the seal is after delivery broken;
- ☐ the delivery of goods which, by their nature, are irrevocably mixed with other products;
- ☐ the supply of alcoholic beverages the price of which was agreed at the conclusion of the sales contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market on which the company has no influence;
- ☐ agreements in which the Customer has specifically requested ND Creations to visit him in order to carry out urgent repairs or maintenance there;
- ☐ the delivery of sealed audio and sealed video recordings and sealed computer software whose seal has been broken after delivery;
- ☐ the supply of newspapers, magazines or magazines, with the exception of contracts for a subscription to such publications;
- ☐ the provision of accommodation other than for residential purposes, freight transport, car rental services, catering and services related to leisure activities, if in the contracts a certain date or period of

implementation is foreseen;

☐ the supply of digital content not supplied on a tangible medium, as the performance has started with the express prior consent of the Customer and provided that the Customer has acknowledged that he thereby loses his right of withdrawal (e.g. downloading music, software);

☐ contracts for betting and lotteries services.

Article 8: Warranty

Pursuant to the Law of 21 September 2004 on the protection of consumers in The consumer has legal rights in the sale of consumer goods. This legal Warranty applies from the date of delivery to the first owner. Any commercial guarantee leaves these rights are without prejudice.

In order to invoke the warranty, the Customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods.

For items purchased online and delivered to the Customer's home, the Customer must: contact Mushenge Tribal Art customer service and return the item at its expense delivery to Mushenge Tribal Art.

If a defect is found, the Customer must inform Mushenge Tribal Art as soon as possible. In any in the case, any defect must be found within a period of 2 months after its discovery by the Customer. be reported. Afterwards, any right to repair or replacement expires.

The (commercial and/or legal) warranty never applies to defects that arise as a result of due to accidents, neglect, falls, use of the article contrary to purpose for which it was designed, failure to comply with the instructions for use or manual,

modifications or modifications to the item, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects that manifest themselves after a period of 6 months following the date of purchase, if applicable, delivery, are deemed not to be hidden defects, unless proven otherwise by the Customer.

Article 9: Customer service

The customer service of Mushenge Tribal Art can be reached on the telephone number +32474484904, via e-mail on artgallery.decoaster@gmail.com or by post at the following address Mushenge Tribal Art bv Lindenstraat 171 – 1800 Vilvoorde. Any complaints can be directed to this.

Article 10: Penalties for non-payment

Without prejudice to the exercise of other rights available to Mushenge Tribal Art bv, the Customer is in the event of non-payment or late payment from the date of the breach of contract, by operation of law, and without notice, interest of 10% per year due on the unpaid amount. In addition, the Customer is legally and without notice a fixed compensation due of 10% on the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, Mushenge Tribal Art reserves the right not to (fully) take back paid items.

Article 11: Privacy

The data controller, Mushenge Tribal Art bv respects the Belgian law of 8

December 1992 on the protection of privacy in the processing of the personal data.

The personal data provided by you will only be used for the following purposes: the execution of the concluded agreement, the processing of the order, sending newsletters, advertising and/or marketing purposes.

You have a legal right to inspect and possibly correct your personal data.

Subject to proof of identity (copy of identity card), you can send a written, dated and signed application to Mushenge Tribal Art Lindenstraat 171 – 1800 vilvoorde, free of charge the obtain written notification of your personal data. If necessary, you can also ask the correct data that would be incorrect, incomplete or irrelevant.

In case of use of data for direct marketing: You can oppose the use of your data for direct marketing. To this end, you can always contact Mushenge Tribal Art Lindenstraat 171 – 1800 vilvoorde

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

The customer is responsible for keeping his login details and the use of his password. Your password is stored encrypted, so Mushenge Tribal has no access to your password.

Mushenge Tribal Art keeps online (anonymous) visitor statistics to see which pages of the website to what extent are visited.

If you have any questions about this privacy statement, please contact us at [...

Article 12: Use of cookies

During a visit to the site, 'cookies' may be placed on the hard drive of your computer become. A cookie is a text file created by the server of a website in your browser's browser computer or on your mobile device when you consult a website. Cookies cannot be used to identify individuals, a cookie can only be a machine identify.

You can set your internet browser in such a way that cookies are not accepted, so that you have a receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard drive be removed. You can do this via the settings of your browser (via the help function). Keep in mind that certain graphic elements may not be correct appear, or that you will not be able to use certain applications.

By using our website, you agree to our use of cookies.

Article 13: Impairment of validity - non-renunciation

If any provision of these Terms is held invalid, illegal or void, it will be in no way the validity, legality and applicability of the other provisions affect.

Mushenge Tribal Art' failure at any time to comply with any of the enforce enumerated rights, or exercise any right thereof, will never be seen be considered a waiver of such provision and will never validate these rights affect.

Article 14: Change of conditions

These Terms and Conditions are supplemented by other terms and conditions to which explicitly referred and the general terms and conditions of sale of Mushenge Tribal Art. In case of contradiction, these Terms and Conditions prevail.

Article 15: Proof

The Customer accepts that electronic communications and back-ups can be used as evidence. serve.

Mushenge Tribal Art has endorsed the Regulations of the UNIZO e-commerce label. A copy of these Regulations and access to UNIZO's complaints procedure is available via <https://www.unizo.be/uw-webshop-juridisch-waterdicht-dankzij-het-unizo-e-commercelabel>.

Article 16: Applicable law – Disputes

Belgian law applies, with the exception of the provisions of international law private law on applicable law.

The courts of the Consumer's place of residence are competent in the event of legal disputes. The Consumer can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

If you are a carrier of the UNIZO e-commerce label, add this paragraph: Mushenge Tribal Art has endorsed the Regulations of the UNIZO e-commerce label. These regulations are available on <https://www.unizo.be/uw-webshop-juridisch-waterdicht-dankzij-het-unizo-ecommercelabel> where you can also go to settle complaints or disputes out of court via unizo's complaints procedure.

BIJLAGE 1 : MODELFORMULIER VOOR HERROEPING

Dear Customer, you only need to fill in and return this form if you want the agreement retract.

To

I/We (*) hereby inform you that I/We (*) are entering into our contract for the sale of the following goods/provision of the following service (*) revok/revoke (*):

Ordered on (*)/Received on (*):

Name(s) of consumer(s) :

Address consumer(s) :

Signature of consumer(s) :

Date:

(*) Delete where not applicable

