

# Sehoona – Terms and Conditions of Sale

## **Article 1: Introduction**

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These Terms and Conditions of Sale are agreed between,

on the one hand, Charlotte Bosteels, residing at B-7063 Chaussée-Notre-Dame-Louvignies, Rue du Caillou 33, operating in business under the commercial name “SEHOONA”, registered in the official register of companies (Banque-Carrefour des Entreprises) as number 0826.908.667, hereinafter called “SEHOONA” and,

on the other hand, any natural or legal person wishing to make a purchase through the website of SEHOONA, hereinafter called “the Buyer”.

## **Article 2: Object**

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The purpose of these Terms and Conditions of Sale is to determine the contractual obligations of SEHOONA and the Buyer and the conditions applying to any sale through the website of SEHOONA, to professional as well as retail Buyers.

By purchasing a good or a service through this website, the Buyer unconditionally accepts these Terms and Conditions of Sale. These Terms and Conditions of Sale will take precedence over any general or specific terms and conditions that have not been explicitly agreed to by SEHOONA. SEHOONA reserves the right to modify its Terms and Conditions of Sale at any time. In that case, the Terms and Conditions of Sale in use at the time of ordering by the Buyer shall apply.

## **Article 3: Characteristics of the services offered**

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The services offered are listed in the catalogue published on the website of SEHOONA. A description of every product is provided by SEHOONA. The pictures in the catalogue are as accurate as possible, it being understood that no guarantee as to perfect similarity is offered, especially with respect to the color. The products are offered as long as they are in stock. If despite its endeavours, part of all the products ordered are unavailable in SEHOONA’s stock, SEHOONA will notify the Buyer by email as soon as reasonably possible and will offer the Buyer the possibility of canceling the order of unavailable products without any charges to the Buyer. Available products will be delivered normally.

The Buyer undertakes not to market or imitate the products delivered by SEHOONA.

## **Article 4: Prices**

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The prices of the products and services are in euro and include all taxes (VAT and other applicable taxes). Prices include the cost of handling the order but do not include transportation and shipping cost.

SEHOONA reserves the right to modify its prices at any time. In that case, the prices in use at the time of ordering by the Buyer will be applied to the Buyer's order.

## **Article 5: Geographical scope**

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The internet sale of products and services offered on the website of SEHOONA is limited to Buyers residing in the European Union and to deliveries in the European Union.

## **Article 6: Orders**

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Buyers who wish to purchase a good or service will

- Fill the shopping cart with the products or services chosen;
- Verify their order and subsequently confirm it;
- Fill out on the identification form all the information requested;
- Confirm their order and their acceptance of these Terms and Conditions of Sale;
- Pay the products under the stipulated conditions.

By confirming his order, the Buyer accepts these Terms and Conditions of Sale and acknowledges that he has read them fully and that he does prefer other Terms and Conditions of Sale over the present Terms and Conditions of Sale. The information submitted together with the confirmation registered shall constitute proof of the transaction. The confirmation shall be equivalent to signing and accepting the transaction.

Upon receipt of the order of the Buyer, SEHOONA will send him a Confirmation E-mail. The Confirmation E-mail will include the number and the content of the order (ordered products, quantities, price, shipping cost, delivery address).

## **Article 7: Verification of order**

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Upon receipt of the ordered products, the Buyer is required to check whether the products received match the products described in the Confirmation E-mail. In case one or more of the products delivered do not match the products ordered, the Buyer shall notify SEHOONA by mail (address: rue du Caillou 33, 7063 Chaussée-Notre-Dame- Louvignies) or by e-mail ([info@sehoona.be](mailto:info@sehoona.be)) within 10 business days as of the day of delivery. Upon expiry of this deadline, the products shall be deemed to correspond to the order in all respects, including but not limited to model, quantity and size. Important: colors of products may be different from the colors on the website.

## **Article 8: Right to forgo the purchase of products**

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In accordance with the law, the retail consumer has the right to inform SEHOONA that he forgoes the purchase, without penalty and without motive, within 14 calendar days as of the delivery of products or the signing of the service agreement. Professional Buyers do not have this right.

The retail consumer shall notify SEHOONA before the expiry of the aforementioned deadline of his wish to forgo the purchase and shall return the products delivered to the administrative offices of SEHOONA (rue du Caillou 33, 7063 Chaussée-Notre-Dame-Louvignies) at his own risk and costs. Products must be returned in their original packaging, undamaged and with all accessories, including but not limited to manuals. Products that are incomplete, damaged, soiled by the Buyer or otherwise damaged shall not be taken back by SEHOONA.

SEHOONA undertakes to refund within 30 days as of receipt of the products any payments made with respect to the products returned, excluding however the shipping cost.

Unless agreed otherwise, the Buyer shall not be entitled to exercise his right to forgo the purchase of products manufactured according to his specifications or having characteristics that are clearly personal to the Buyer.

### **Article 9: Payment**

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Payment shall be made by bank transfer only. Products ordered will be exclusively owned by SEHOONA until full payment of the order by the Buyer is received.

Unless explicitly agreed otherwise by SEHOONA in the Confirmation E-mail of the order, the order is final only as of receipt of payment of the price of the products and the shipping cost. SEHOONA shall in no way be obliged to start production of the products ordered until it has received full payment.

### **Article 10: Delivery and follow-up**

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Products shall be delivered to the address indicated on the order form and repeated in the Confirmation E-mail. Deliveries shall be made only to the geographical zones indicated in Article 5.

Products are transported at SEHOONA's risk until delivery to the address indicated by the Buyer. As of that moment, the Buyer will carry the risk.

The delivery time indicated is only an indication. If no delivery is made 30 calendar days as of the order, the sales agreement can be terminated and sums paid can be paid back to the Buyer.

SEHOONA shall in no case be responsible for delays in delivery for which the conveyer is responsible.

### **Article 11: Warranty**

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SEHOONA provides a warranty with respect to the products and services sold by it to retail consumers in accordance with the Law of 1 September 2004 on the Protection of Consumers Regarding Sales of Consumer Products (Articles 1649 bis through 1649 octies of the Belgian Civil Code).

If within 2 years of delivery of a good, a good sold is found to fail to conform to the agreement, the retail Buyer should notify SEHOONA as soon and as accurately as reasonably possible, by registered mail or by e-mail. This warranty only covers failures to conform which existed at the time of delivery of the products. Defects or damage caused by erroneous use, including but not limited to water, oxidation, falling, impact, negligence and wear are not covered by the guarantee. The invoice or the order form constitute the warranty and must be kept by the consumer, who shall be required to produce an original copy thereof. Products found to fail to conform shall be replaced to the extent possible or reimbursed by SEHOONA at its own expense.

## **Article 12: Liability**

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SEHOONA is only obliged to use its best efforts with respect to the internet sale. It shall not be liable for damages resulting from the use of the internet, such as loss of data, intrusion, viruses, interruption of services or other involuntary problems. The data on the website are made available in good faith. Links to websites of producers and/or partners are provided for information purposes only. SEHOONA shall not be liable for information coming from these sites.

SEHOONA shall not be liable for inadequate use of its products by the Buyer or for any use not taking into account the information provided by SEHOONA, nor for any possible damage resulting in the use of a product of SEHOONA.

## **Article 13: Intellectual property**

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All elements of the website of SEHOONA are and shall remain the intellectual and exclusive property of SEHOONA. No one shall have the right to reproduce, exploit, republish or use any component of the site, be it software, visual or sonic, for whatever purpose. Any direct or hypertext link is strictly forbidden without prior written consent of SEHOONA.

## **Article 14: Personal data**

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All personal data necessary for executing orders are stored by SEHOONA or its employees to facilitate subsequent orders. The Buyer consents to their use by SEHOONA to generate statistics in order to improve the website and the products and services provided. The Buyer consents to the use of these statistics to enable the propagation of the commercial activities of SEHOONA in any possible way. SEHOONA undertakes not to pass on the Buyer's personal data to any other company or enterprise. The data stored by SEHOONA can be requested and corrected by the Buyer at any time.

## **Article 15: Proof**

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The parties accept electronic proof regarding their interactions, including but not limited to e-mails and digital back-ups.

## **Article 16: Dispute resolution**

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These Terms and Conditions of Sale are subject to Belgian law. Disputes shall be resolved by the courts of the registered offices of SEHOONA, except if binding legal public policy dispositions prevent this.