

Terms and Conditions

Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
5. Duration transaction: a distance contract with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
6. Durable medium: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.
7. Right of withdrawal: the option for the consumer to cancel the distance contract within the cooling-off period;
8. Model form: the model withdrawal form that the entrepreneur makes available that a consumer can fill in if he wants to make use of his right of withdrawal.
9. Entrepreneur: the natural or legal person who offers products and / or services to consumers from a distance;
10. Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for the distance sale of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for communication are used. distance;
11. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and the entrepreneur being together in the same room at the same time.
12. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Elcolibrishop (CSCH Swan Vof)
Hendrik Consciencestraat 42
2070 Zwijndrecht
Belgium

+32 (0) 495703013

info@elcolibrishop.com

VAT: BE0747595529

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that they are consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that applies to is most beneficial to him.

5. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or destroyed, then the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately in mutual consultation by a provision that approached the purport of the original as closely as possible.

6. Situations that are not regulated in these general terms and conditions must be assessed "in the spirit" of these general terms and conditions.

7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained "in the spirit" of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.

4. All images, specifications in the offer are indicative and cannot give rise to compensation or termination of the agreement.

5. Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the corresponding conditions.

2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can - within legal frameworks - inquire whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, with reasons, or to attach special conditions to the implementation.

5. The entrepreneur will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

a. the visiting address of the business location of the entrepreneur where the consumer can go with complaints;

b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. information about guarantees and existing service after purchase;

d. the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;

6. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason within 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.

2. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. If the consumer wishes to make use of his right of withdrawal, he is obliged to notify the entrepreneur in writing within 14 days after receipt of the product.

4. For hygienic reasons it is not possible to apply the right of withdrawal to foods. Food sales are always final.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return shall not exceed the cost of the return.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. The condition is that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer unless the consumer explicitly gives permission for another payment method.

3. In case of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.

4. The consumer cannot be held liable for the value reduction of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 10 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer makes known to the company.

3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.

6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to provide a replacement article. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are for the account of the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 11 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an

agreement to provide a service, this period after the consumer has received confirmation of the agreement.

2. The consumer has the duty to immediately report inaccuracies in data supplied or stated payment to the entrepreneur.

3. In the event of non-payment of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 12 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 7 days, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.

Article 13 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Belgian law. Even if the consumer lives abroad.

Article 14 - Additional or deviating provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.