

## GENERAL CONDITIONS OF SALE

These General Conditions of Sale (GCS) apply to all Orders and Contracts entered into or to be entered into by TrakKs, hereinafter referred to as the “Seller” for the sale and delivery of products. The sending of an order to the Seller, the specification of delivery instructions or the acceptance of delivery of the products imply in all cases a full acceptance of the present GCS. All the deliveries, services and offers are governed exclusively by these GCS, unless otherwise specifically agreed in writing. The Seller opposes all general or specific conditions which are contrary to, or override, these GCS.

The term “Consumer” used in these GCS means a natural person placing an order which does not fall within the scope of his professional commercial or liberal activity. A “Professional” within the meaning of these GCS is a natural or legal person who, when placing an order, is acting within the framework and on behalf of his professional liberal or commercial activity. The term “Customer” can mean a Consumer as well as a Professional.

If any of the provisions of these GCS should be or should become void or unenforceable, the validity of the other provisions would not be affected. The invalid or unenforceable provision would then be replaced by the applicable legal provisions.

### 1. CONDITIONS OF REGISTRATION

When registering, the Customer undertakes to provide accurate and complete information. The login name and password for access to the Seller’s websites are confidential and must not be disclosed to third parties. After having clicked on the “Create my account” button, the Customer will receive a confirmation of his registration by e-mail.

The Customer is solely responsible for any content that he publishes in the space reserved for members. These contents (for example in the TrakKs blogs) must not infringe the rights of third parties. The Seller is not obliged to retain or publish the contents transmitted by the Customer, including for example, comments or assessments of products.

The Customer grants the Seller, and the Seller accepts, free and permanent authorisation, valid throughout the whole world, to grant sub-licences for the publication, reproduction and dissemination, within the context of the Seller’s websites. This licence does not oblige the Seller to exercise these rights.

The Customer undertakes to refrain from any disruption of the Seller’s websites, and any use of the data contained in these sites, beyond a simple online consultation. Any illicit manipulation with the aim of obtaining undue payments or other benefits at the expense of the Seller will result notably in the Customer losing access to his customer account.

Registration to the Seller’s websites is free and the Customer can terminate it at any time. The Customer may delete his customer account by sending an e-mail with his request to the following address: [estore@trakks.be](mailto:estore@trakks.be)

### 2. CONCLUSION OF THE CONTRACT

The contracts on the Seller’s websites are concluded in French, Dutch and English. Product offers are not intended for minors under the age of 18. Minors can only order goods with the authorisation of their legal representatives.

Product offers are valid as long as they are visible on the websites in question, within the limit of stocks available. In the event that the product is not available, the Seller will inform the Customer by e-mail as soon as possible and offer either a product of equivalent value and quality, or the cancellation of the order. In the event of the order being cancelled, the money the Customer has already paid will be reimbursed within a period of thirty (30) days following the cancellation of the order.

After having selected the desired product or products, the Customer should fill out an order form and click on the “next” button. After that, the Customer will be able to verify the details of the order and modify it. The “confirm order” button allows to confirm the order for the goods contained in the shopping cart; the order then becomes final. The Seller will acknowledge receipt of the order by an order confirmation automatically sent by e-mail to the address indicated by the Customer.

By placing an order, the Customer indicates his acceptance of the prices and descriptions of the products that he has placed in the shopping cart.

If a payment due is not received within three (3) weeks after the order confirmation has been sent, despite one or more e-mail reminders, the Seller is entitled to declare full unilateral cancellation of the contract and thus to cancel the order. In the event the contract is cancelled, the Seller is no longer under any obligation to deliver the goods ordered; no right will arise from the contract for either party.

The Customer may in no case blame the Seller for any malfunction of the Seller’s websites. The Customer may not exercise any claim of any kind whatsoever towards the Seller.

### **3. PAYMENT AND DELIVERY**

Unless otherwise specifically confirmed in writing, the price is payable cash in full on the day the order is placed. The Seller is not obliged to make delivery of the products ordered by the Customer if the price has not previously been settled in full. Unless specified otherwise, the Seller does not grant any discount.

At the end of the ordering process, the Customer will be offered several payment methods to pay for his purchases. Depending on the result of the analysis of the level of trust in the transaction, the Seller reserves the right not to propose certain payment methods to the Customer.

Whichever payment method the Customer chooses, all payments will only be considered as definite once the Seller has effectively collected the total amounts due to him. The Seller cannot accept any costs associated with payments from third countries.

The Customer agrees to receive his invoices exclusively in electronic form.

Within the framework of a sale to a Professional, penalties for late payment are due on the day following the payment date indicated on the invoice. The rate of these penalties amounts to ten (10)% per year.

The information related to an order is subject to automated data processing for which the person in charge is Trakks sprl.

The products ordered will be sent to the address indicated by the Customer during the ordering process. The Seller is not responsible for delivery delays caused by the Customer indicating an incorrect or incomplete address.

When the Seller is unable to carry out the contract due to “force majeure” or an unforeseen incident as defined by Belgian jurisprudence, or an external cause, including a fault that is attributable to the Customer, the delivery time is extended as of right depending on the duration of the delay. The Seller will inform the Customer by e-mail about the occurrence and the expected end of the delay. If the delay lasts for more than four (4) weeks, each party shall be free to terminate the contract as of right, without the Customer being able to claim any compensation from the Seller.

In case of a sale to a Consumer, the transfer of risks takes place at the time the products are delivered to the delivery address provided or when the package is picked up from the carrier. In case of a sale to a Professional, the transfer of risks takes place at the time the goods are shipped by the Seller.

#### **4. € 20-WORTH VOUCHER GRANTED FOR SUBSCRIBING TO THE NEWSLETTER**

A € 20-worth voucher is sent to each subscriber to TraKKS' newsletter, bearing a personal voucher code.

The voucher is valid only once per Customer.

The voucher code is only valid for orders placed on the Seller's websites for a minimum amount of € 80 including VAT and excluding shipping costs.

The voucher is not valid for promotional items and items that are on sale (items listed under the 'Best deals' tab).

It cannot be taken into account once the Customer has sent /paid for its order.

#### **5. PROMOTION ACTIONS / PROMOTION CODES**

The discounts received during promotion actions or thanks to a promotion code cannot be cumulated with other advantageous offers.

#### **6. RETENTION OF OWNERSHIP**

The Seller retains ownership of the goods delivered until full payment of the amount of the order.

The above retention of ownership clause shall not preclude the Customer bearing the expense of the risks of loss or deterioration of goods once they are delivered (for Consumers) or shipped (for Professionals).

#### **7. RIGHT OF WITHDRAWAL**

In accordance with the provisions of the Belgian code of economic law (Code de Droit Economique / Wetboek van Economisch Recht), the Consumers have a period of fourteen (14) days from receipt of goods in which to exercise their right of withdrawal without having to justify their reasons or to pay any penalties, except for the costs of returning the goods. No right of withdrawal exists for products manufactured in accordance with the Consumer's specifications or clearly personalised or which, because of their nature, cannot be returned or are liable to deteriorate or expire rapidly.

Notification of the exercise of the right of withdrawal may be sent to the Seller by any means of communication to the addresses and numbers provided at the beginning of these GCS by using the form available here.

Goods must be returned to the Seller, within fourteen (14) days of the notification of the withdrawal, in their original packaging and in perfect condition enabling them to be re-sold in an unused condition. The Consumer has the right to open the packaging and to try the products delivered insofar as this does not render the goods unsuitable for re-sale. For reasons of hygiene, cosmetics or care items, as well as underwear, must be returned unopened and unused, failing which no reimbursement can be made. The return costs will be fully charged to the consumer.

In the event of the exercise of the right of withdrawal within the abovementioned period, the total price of the returned purchases (standard delivery charges) will be fully refunded by bank transfer to the account indicated for this purpose as soon as possible and at the latest within fourteen (14) days of receipt of the returned goods. The Consumer may, if he wishes, choose the Seller's proposal for another means of reimbursement (a credit or a purchase voucher).

## **8. LEGAL GUARANTEE OF CONFORMITY**

The legal warranty applies if non-compliance is noticed within two (2) years of the delivery of the goods.

The warranty starts running from the date the goods are delivered to the Consumer.

If the package has been damaged during shipping, the Consumer will contact one of the Seller's shop by e-mail before opening it, and will if possible send a picture of the damaged package.

Any lack of conformity must imperatively be notified by the Consumer to the Seller within a maximum of two (2) months following the moment it has been noticed. This notification must be done by registered letter to the address indicated at the beginning of these GCS.

## **9. INTELLECTUAL PROPERTY**

The Seller's websites are a property protected by law. Their contents, including texts, illustrations, photographs, presentations and databases are strictly reserved and covered by copyright and industrial property rights.

The corporate names, trademarks and distinctive signs appearing on the Seller's websites are protected by Belgian and European legislation. Any use, reproduction, distribution or representation of all or a part of one of the above-mentioned signs without the express written permission of the licensee concerned is prohibited.

## **10. LEGISLATION REGARDING COOKIES**

Like most website, we uses cookies on this website.

There are two types of cookies :

1. Session cookies retain your preferences only during a session.
2. Permanent cookies remain on your hard drive until you delete yourself or until the cookie has reached its expiry date.

Cookies help you find information faster, because some data - such as the choice of language - is automatically installed from the second visit.

You may use your browser settings to refuse installation of cookies. You can find out how to refuse the installation of cookies in the most commonly used browsers by consulting the following website: [www.aboutcookies.org](http://www.aboutcookies.org).

You can remove cookies that have already been installed on your computer or mobile device at any time.

## **11. PRIVACY DECLARATION**

We respect your privacy and always act in accordance with the provisions of the regulations on the protection of privacy and the processing of personal data.

This means that the personal data are only collected and processed in order to give you the desired information; personal data will not be disclosed to third parties or used for commercial purposes; you can consult your personal data and verify its accuracy at any time.

If you have a customer account on the Trakks estore. If you do not have a customer account on this site and you wish to modify your email address, please do so via Mailchimp by clicking on "update subscription preferences" at the bottom of the Newsletter. Should you wish to unsubscribe from our newsletter, please do so by clicking on "unsubscribe from the list" at the bottom of the Newsletter.

## **12. APPLICABLE LAW AND COMPETENT COURTS**

The contractual relationships between the Seller and his Customers are subject exclusively to Belgian law.

The French-speaking courts of the legal district of Brussels will be the only courts competent to resolve disputes concerning the implementation of the contract and the obligations of the parties.

## **13. SETTLE A LEGAL DISPUTE IN EUROPE**

If you live in an EU country and would like to settle a legal dispute, you can use the online dispute resolution service to assist you: <https://webgate.ec.europa.eu/odr/>



# MODEL FORM OF WITHDRAWAL

**(Please complete and return this form only if you wish to withdraw from your contract)**

To the attention of

**TraKks, Chaussée de Waterloo 1165b, 1180 Brussels - T&F +32 2 374 67 76 - estore@trakks.be**

I / we<sup>(\*)</sup> hereby notify you / of my / our<sup>(\*)</sup> withdrawal from the contract for the sale of the goods<sup>(\*)</sup> / for the provision of service<sup>(\*)</sup> below

.....

Reason(s) for the return

.....

Ordered<sup>(\*)</sup> / received<sup>(\*)</sup> on

.....

Name of the Consumer (s)

.....

Address of the Consumer (s)

.....

-Signature of the Consumer (s) (only if the notification is done in paper form)

.....

IBAN code

.....

Date

.....

<sup>(\*)</sup> Delete as appropriate.