

GENERAL SALES CONDITIONS

1. **Identification:** In the present General Sales Conditions, the word "Seller" designates:

Bvba Eleftheria
Dumortierlaan 85
8300 Knokke
BE 0540542101
T: +323 235 55 03
e-mail: info@evangelatou.be
Bank account No : BE24 3631 2599 3138

2. **Application:** The present General Sales Conditions apply to any sale or delivery of products by the Seller to Professional and Consumer Buyers ordered on the website www.evangelatou.be, to the exclusion of any general or specific conditions communicated at any time by the purchaser (hereafter the "Buyer"), except for any derogation accepted by the Seller's written and express consent. Such derogation will only apply to the specific sale or delivery for which it has been granted.

By placing an order, the Buyer acknowledges and accepts the present General Sales Conditions and irrevocably agrees to be bound by them.

3. **Quotations and acceptance of order:** All the Seller's quotations are VAT included, transportation and administration costs are excluded and will be calculated during the order process. These quotations are non-binding and subject to availability of the products. The Seller will only be bound by an order upon its written confirmation, or after it has commenced performance thereof.

4. **Payment:** Payment of the total price needs to be made directly online at the end of the order process or by wire transfer within 2 business days of the placement of the order. For online payments the Seller collaborates with a "Service Payment Provider" (Ingenico).

Every invoice is indivisible and payable by the Buyer or his heirs in law. (a) In case of non payment of an invoice upon the due date, any remaining sum due after such date shall, *ipso jure* and without notice, produce an interest of 2.5% per month commenced. (b) For Professional Buyers in addition, *ipso jure* and without notice an amount of 10% of the value of the invoice shall be due with a minimum of € 250 for compensation of damages. (c) Costs related to currency and cheques which are insufficiently funded including any other costs in order to ensure payment of invoices will be borne by the Buyer. (d) In case of manifestly ill-founded absence of payment the Professional Buyer will, on addition to the aforementioned damages, also need to pay all reasonable costs for legal assistance of the attorneys of the Seller in order to ensure payment of such invoice.

If an invoice is not fully paid upon its due date or if the Buyer does not fulfil any of its obligations under the present General Sales Conditions, the Seller shall be entitled, *ipso jure* and without notice or other formality, to postpone performance of its obligations towards the Buyer under any agreement, to terminate any agreement concluded with the Buyer with immediate effect, to claim immediate payment of all outstanding claims, including those not yet due, or to refuse performance except against cash payment, notwithstanding any prior agreement and without prejudice to any other remedies which could be applied by the Seller.

In case of non-payment upon the due date by the Buyer, the Seller will automatically be entitled to claim the products back, *ipso jure* and at the Buyer's expense. Furthermore, the Seller will be entitled in such case, upon the giving notice by registered mail but without any

other formality or judicial intervention, and without prejudice to its right to claim damages, to cancel the sale at the detriment of the Buyer.

5. Delivery: All products sold through will be delivered at the address indicated in the order of the Buyer.

The delivery times indicated are non-binding on the Seller, and are only given as an indication. No delay in delivery may lead to the cancellation of the sale by or payment of damages to the Buyer. The Buyer is obliged to accept the performance of partial deliveries including related invoices.

6. Retention of title: The products delivered by the Seller remain its exclusive property until payment of the price in full by the Buyer while the responsibility of the products lies with the Buyer as from the delivery.

If the Buyer resells the delivered products before payment of the full price owed to the Seller, the Buyer's claim on its customer as a result of this sale will be pledged to the Seller as security for the payment of the price owed to the latter.

7. Cancellation: In case the Buyer, after placement of the order, wishes to cancel his order he needs to do this by registered letter or e-mail. (a) In case the Buyer wishes to cancel his order within 14 days of the placement of the order he needs to pay an amount of 15% of the value of the order. (b) In case the Buyer wishes to cancel his order after the aforementioned period, but before the Seller has transferred the order to his supplier, the Buyer needs to pay an amount of 30% of the value of the order. (c) In case the Buyer wishes to cancel his order after the Seller has transferred the order to his supplier, he needs to pay an amount of 75% or 100% of the value of the order depending on whether or not the goods have already been delivered by the supplier to the Seller.

In case the ordered goods cannot be delivered to the Buyer due to external circumstances beyond control of the Seller (e.g. supplier or fabricant), the Seller has the right to cancel the order. In such case any amount paid by the Buyer will be refunded. The Buyer in such case has no right to claim damages or interests.

8. Warranty and complaints: (a) Complaints about visible defects need to be notified to the Seller by registered letter or e-mail within 48 hours of receipt of the goods, in the absence of which the goods are deemed to be irrevocably accepted. (b) Complaints about hidden defects need to be notified to the Seller by registered letter or e-mail. A Professional Buyer needs to notify such defect within eight days of discovery thereof and within one month of the date of delivery at the latest. A Consumer Buyer needs to notify such defect within two months of discovery thereof. (c) The aforementioned delays are binding. (d) The legal provisions in relation with warranties are applicable. For Consumer Buyers a warranty period of two years applies.

If the Buyer wants the Seller to repair or replace the product or requests a refund in case the product does not comply with the provisions of the relevant contract, and the Seller finds that the product:

- a) has been misused, abused, neglected, improperly or inadequately cared for, not cared for, damaged or has been abnormally used; or
- b) was involved in an accident or damaged it by changing an incorrect attempt or repair; or
- c) was used in violation of the Seller's instructions for the product or that of the manufacturer; or
- d) is affected by normal wear and tear after delivery by the Seller;

then the Seller has the right to decide at its discretion not to repair or replace the product or to not refund the Buyer and / or may require the Buyer to pay all reasonable transport and service costs based on the Seller's current standard rates. The Seller can bring this charge on the Buyer's credit or debit card, or by using the payment details the Buyer have given the Seller when placing his order. The Seller is, to the extent permitted by law, not liable for any loss, liability, cost, value, or expense arising therefrom.

9. **Liability:** The Seller is under no circumstances liable for indirect damages, whether general or specific, and whatever their nature, suffered by the Buyer.

10. **Force majeure:** The Seller is not liable for any delay in the performance of or failure to perform its obligations arising from any event beyond its normal control, including, *inter alia*, interruptions in production, difficulties in supply, or shortages of raw material, labour, energy or transport, or delays in transportation, strikes, lock-outs, work interruptions or any other collective labour disputes affecting either the Seller itself or its suppliers, whether or not such events are foreseeable.

11. **Right to recall (for online sales only):** In accordance with Book VI Market Practices and Consumer Protection of the Code of Economic Law the Seller as a consumer has the right, during a period of 14 calendar days, starting the day following the day of delivery, to inform the Seller of the fact that he cancels his purchase without penalty and without giving any reason. This right to recall does not apply to products purchased by legal persons or natural persons for professional use.

To exercise the right of recall the Buyer needs to notify the Seller by an unequivocal statement (eg. by post, fax or email) of his decision to recall. The Buyer can use the below model to recall, but is not required to do so:

MODEL FORM FOR RECALL

(only complete and return this form when you want to withdraw from the contract)

- To:

BVBA Eleftheria
Dumortierlaan 85
8300 Knokke
E-mail: info@evangelatou.be

- I hereby give notice to you that I withdraw from my contract of sale of the following goods:

- Ordered on (*) / received on (*)
- Name / s consumer (s)
- Address of consumer (s)
- Signature of consumer (s) (only if this form is notified on paper)
- Date

(*) Cross out what is not applicable.

In order to comply with the deadline, it is sufficient to send the notice before the deadline has expired. If the Buyer cancels the contract, all payments made by him up to that time will be refunded, including delivery costs (excluding any additional costs resulting from the Buyer's choice of a type of delivery other than those offered by the Seller's cheapest standard delivery) immediately and in any case no later than 14 days after the Seller has been informed of the decision of the Buyer to cancel the contract, The Seller will refund the Buyer through the same payment method as the Buyer has used for the initial transaction, unless the Buyer explicitly has agreed otherwise. In any case, no fee will be charged for such reimbursement.

If the Buyer wants to return the products described above, the Buyer may only use the products to the extent necessary to assess whether the Buyer wants to keep the product or not. If the Buyer returns the product, this should to the extent possible be done in conjunction with the original packaging with all accessories and in its original condition and packaging.

12. Intellectual Property Rights: The Buyer acknowledges and agrees that all existing and future Intellectual Property Rights (such as, but not limited to copyrights, design and models, trademarks, etc.) that relate to or subsist or reside in the products, are only owned by the Seller.

The Seller's Intellectual Property Rights shall at all time remain the property of the Seller.

The Buyer is not allowed to change the products delivered in total or in part or to give these a different name or packaging, unless otherwise agreed in writing.

Any unauthorised use of the Seller's Intellectual Property Rights shall be punished according to the intellectual property laws in vigour.

13. Resales: The buyer obtains the right to resell the purchased goods from his fixed sale point in the EEA only, from which is sold only to private persons. To avoid disturbance of the market, Buyers must obtain the explicit prior written consent of the Seller for all reselling of important quantities (namely more than 100 products) against strongly reduced prices (e.g. resales to wholesalers, stock-sellers, etc.).

14. Modifications: In case of modifications to the present General Sales Conditions the Buyer accepts the retroactive application thereof to all agreements concluded between Buyer and Seller except in case of express and written protest of the Buyer within five (5) days of (possible) knowledge of these modifications.

15. Severability: The fact that one of the clauses of these general conditions is declared null and void shall not affect the validity of the other clauses.

16. Customer service: For the follow up of your order, for questions and/or any complaints the Buyer may have in relation with the products he may contact the Seller by e-mail at info@evangelatou.be or by regular mail at Dumortierlaan 85, 8300 Knokke.

In case your question or complaint relates to an order, please mention the order number in your letter or e-mail. The Seller will do her best to answer your e-mail as soon as possible.

Besides the Seller's own complaining procedure, the Buyer can, for extrajudicial consumer disputes contact the "Consumentenombudsdienst (COD)". This service allows the Buyer to be provided with information about his rights as a consumer.

If the Buyer has a complaint, he can also contact the COD. The COD will analyse the complaint and pass it on to the competent conciliation body.

17. Competence and applicable law: All agreements concluded with the Seller are governed by Belgian Law, to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods.

The Parties agree to use all reasonable efforts to reach a fair settlement of any disputes relating to their agreements.

In the event of any dispute, difference, controversy or claim arising out of in connection with to their agreements, the parties will first attempt to settle such dispute amicably.

If the parties cannot agree on the resolution of any dispute, they agree to appoint a qualified neutral third party with expertise in the area of concern (hereinafter "Mediator"). Such Mediator shall be consulted to mediate and make recommendations as to the resolution of the matter in a timely manner. The costs of such mediation shall be divided equally between the Parties.

If the Parties have not reached a settlement of such dispute, the dispute shall be settled by arbitration in accordance with the Rules of Arbitration of Cepani (Centre Belge d'Arbitrage et de Mediation – Belgian Center for Arbitration and Mediation) as presently in force. The place of arbitration shall be Brussels and the language to be used in the arbitral procedure shall be English.

The Parties agree to call upon the services of the Belgian Center for Mediation and Arbitration for both mediation or arbitration (www.cepani.be).

If Cepani's decision is not satisfactory to one of the Parties, or if for any reason the Parties decide not to call upon Cepani's services, they still can submit their disputes to the Courts, provided that these disputes shall be subjected to by Belgian Law and submitted to the exclusive jurisdiction of the Courts of Antwerp.