### 1 | General

- 1. These general terms and conditions (hereinafter: the general conditions) govern all contracts, supplies and other services agreed between the customer and 'Zus & Zak'.
- 2. By placing an order, the customer agrees to be bound by the general conditions.
- 3. Unless 'Zus & Zak' has indicated otherwise in writing to the customer, the customer's own general terms and conditions shall not be accepted.

## 2 | Contract

- 1. 'Zus & Zak' shall confirm the customer's order by e-mail. A contract is created only when payment has been successfully made. 'Zus & Zak' is entitled to refuse, or impose special conditions upon, a supply, subject to giving reasons.
- 2. Order processes that for whatever reason have been technically or otherwise disrupted before the payment instructions have been completed are incomplete, even if the customer has received an order confirmation. Such an order will in principle therefore not be delivered. 'Zus & Zak' shall endeavor, however, to contact the customer to complete the payment instructions so that delivery can be made.

### 3 | Prices and costs

- 1. The contract price is the current price at the moment when an order is placed with the webshop. The price, in EURO, is exempt of VAT, as follows from the VAT exemption scheme for small businesses.
- 2. The prices quoted in the webshop are exclusive of shipping costs, any taxes or other charges, unless stated otherwise or agreed in writing.
- 3. 'Zus & Zak' is not bound by the terms of its offer in the event that there is any printing, typesetting or programming fault on its website.
- 4. All payments must be made in accordance with the instructions given on the pages of the webshop.

## 4 | Fulfilling orders

- 1. 'Zus & Zak' shall act with the greatest possible care in processing orders for articles.
- 2. Articles shall be delivered to the address given by the customer to 'Zus & Zak'.
- 3. The delivery times on the website are only indicative. Exceeding any delivery period does not entitle you to compensation or the right to cancel your order or to dissolve the contract.
- 4. Zus & Zak' shall dispatch accepted orders as quickly as possible when ready in the order in which they are received.

### **5 | Customs. Duties and Taxes**

1. The customer is responsible for assuring that the product can be lawfully imported to the destination country. When ordering from 'Zus & Zak', the recipient is the importer of record and must comply with all laws and regulations of the destination country.

Orders that are shipped to countries outside the European Union may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient.

# 6 | Right to return

- 1. The customer is entitled to return any article to 'Zus & Zak' within fourteen (14) days of its delivery, without need to give any reason. This right also extends to articles that have been reduced in price. This has the effect of cancelling the purchase of that article and the customer will be refunded the amount already paid to 'Zus & Zak' for the named article. Please note that we will not refund the shipping cost for the returned articles.
- 2. Articles must be returned in their original condition and packaging at their own risk and expense to Zus & Zak, Diestsesteenweg 217, 3010 Kessel-Lo, Belgium.
- 3. 'Zus & Zak' is entitled to refuse to accept a returned article or to send it back to the customer if the article appears to have been used, no longer carries the original labels, or reveals damage caused by the customer.
- 4. Goods that are specifically designed for the customer are not taken back and the customer cannot therefore invoke the waiver clause.

# 7 | Product quality

- 1. You have the obligation to examine upon delivery whether the products comply with the agreement. If this is not the case, you must inform 'Zus & Zak' of this as soon as possible and in any event within seven (7) working days after delivery, or at least after observation was reasonably possible, by e-mail stating reasons. Together with 'Zus & Zak' you can find a solution to the problem.
- 2. All photos on the website of 'Zus & Zak' are indicative and may deviate from reality in terms of colour, dimensions and texture of the material. 'Zus & Zak' is not responsible for these deviations.

# 8 | Event of force majeure

- 1. 'Zus & Zak' has the right to dissolve the fulfilment of your order or the agreement without judicial intervention. This will always be communicated to you by email in the event of force majeure. 'Zus & Zak' will not have to pay any compensation for this. The amount already paid will be transferred back to the buyer.
- 2. We will not be liable for any delay in performance or non-performance of our commitments due to events beyond our normal control, including production interruptions, supply difficulties or shortages of raw materials, labour, energy or transportation or delays in transportation affecting either ourselves or our suppliers, even if such events are foreseeable.

## 9 | Intellectual and industrial property rights

1. You must fully and unconditionally respect all intellectual and industrial property rights that rest on the products supplied by 'Zus & Zak'.

# 10 | Settlement of complaints and disputes

1. We always hope that our clients enjoy 100 % satisfaction. In case you do have complaints or comments about our services, do not hesitate to contact us through

- info@zusenzak.be. We will do everything in our power to treat your complaint within 7 days.
- 2. All rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as these Terms and Conditions, are exclusively governed by Belgian law. If in case of reasons of International law another law would apply, there will always be referred to the Belgian Law of Commercial Practices and Consumer Protection when interpreting the current general terms of sale.
- 3. All disputes between the parties will be submitted exclusively to the competent court in Belgium, court in Leuven.

## 11 | Personal data

1. By ordering on the internet site of www.zusenzak.be, the customer expressly authorises the processing and use of his/her personal data for purposes such as the administration of the customer base, the management of orders, deliveries and invoices, the monitoring of solvency. 'Zus & Zak' will not be allowed to transfer the data to third parties. The customer has the right to inspect and correct all data.