

Terms and Conditions Web Store

preface

Below you will find our General Terms and Conditions. These always apply when you use or place an order through our Web shop, and they contain important information for you as a buyer. Therefore, read the General Terms and Conditions carefully. We also recommend that you save or print these terms and conditions so that you can read them again later.

These terms except for Article 11 are applicable to agreements with Consumers. These terms and conditions also apply to Professionals on the understanding that the special terms and conditions for Professionals as included in Article 11 take precedence over all other provisions in these terms and conditions and Articles 6, 7 and 8 expressly apply only to Consumers.

Definitions

Les Ateliers Peré: incorporated under Belgian law and residing at 2660 Antwerp , Belgium , Adolf Greinerstraat 12, VAT BE 0809.589.219 , owner of the web shop and trading under the name **Merkelbach** . Where in the further text Merkelbach is mentioned, the company Les Atelier Peré is also meant.

Web shop : The website of the online store Merkelbach consult via www.merkelbachshop.be and all sub-domains .

Consumer : the natural person who, NOT acting in a professional or business capacity, enters into an Agreement with Merkelbach and / or has registered on the Website.

Professional: the business customer who acts in the exercise of his profession or commercial activity and enters into an Agreement with Merkelbach.

Agreement: any agreement or agreement between Merkelbach and Consumer or Professional, of which agreement the General Terms and Conditions form an integral part.

Article 1. Applicability of the General Terms and Conditions

1.1. The General Terms and Conditions apply to all offers, Agreements and deliveries of Merkelbach, unless explicitly agreed otherwise in writing.

1.2. If the Consumer or the Professional includes provisions or conditions that deviate from, or do not appear in, the General Terms and Conditions in its order, confirmation or notice of

acceptance, these are only binding for Merkelbach if and insofar as they have been explicitly accepted in writing by Merkelbach .

1.3. If specific product or service conditions apply in addition to these General Terms and Conditions, those terms and conditions also apply, but in the event of conflicting terms and conditions, the Consumer may always invoke the applicable provision that is most favorable to him.

Article 2. Prices and information

2.1. All prices mentioned on the Website and in other materials originating from Merkelbach explicitly state whether VAT is included or not. Where possible, amounts are always stated with and without VAT.

2.2. When shipping costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.

2.3. The content of the Website has been compiled with the greatest care. Merkelbach cannot, however, guarantee that all information on the Website is always accurate and complete . All prices and other information on the Website and in other materials originating from Merkelbach are therefore subject to obvious programming and typing errors.

2.4. Merkelbach cannot be held responsible for (color) deviations due to screen quality.

Article 3. Formation of the Agreement

3.1. The Agreement is concluded at the moment of acceptance by the Consumer or Professional of Merkelbach 's offer and compliance with the terms and conditions set by Merkelbach.

3.2. If the Consumer has accepted the offer electronically, Merkelbach will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Consumer has the option to terminate the Agreement.

3.3. If it turns out that incorrect information was provided by the Consumer when accepting or otherwise entering into the Agreement, Merkelbach has the right to fulfill its obligation only after the correct information has been received.

3.4. Merkelbach can inform itself within legal frameworks whether Consumer and Professional can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, Merkelbach 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, such as prepayment, to the implementation.

Article 4. Registration

4.1. To make optimal use of the Web shop, the Consumer will register via the registration form / account registration option on the Website.

4.2. During the registration procedure, the Consumer chooses a username and password with which he can log in to the Website after registration. The consumer is responsible for choosing a sufficiently reliable password.

4.3. The consumer must keep his login details, his username and password strictly confidential. Merkelbach is not liable for misuse of the login data and may always assume that a Consumer who logs on to the Website is actually that Consumer. Everything that happens through the account of Consumer falls under the responsibility and risk of Consumer.

4.4. If the Consumer knows or suspects that his login details have fallen into the hands of unauthorized persons, he must change his password as soon as possible and / or inform Merkelbach thereof, so that Merkelbach can take appropriate measures.

Article 5. Performance of the Agreement

5.1. As soon as the order has been received by Merkelbach, Merkelbach will send the products as soon as possible with due observance of the provisions of paragraph 3 of this Article.

5.2. Merkelbach is entitled to engage third parties to perform the obligations arising from the Agreement.

5.3. The delivery time is in principle less than 14 days and usually less than 3 working days. The method of delivery can take place in different ways and is at the discretion of Merkelbach.

5.4. If Merkelbach cannot deliver the products within the agreed period, it will inform the Consumer or Professional thereof. In that case, the consumer can agree to a new delivery date or he will be given the option to terminate the Agreement free of charge.

5.5. Merkelbach advises the Consumer to inspect the delivered products and to report any defects that have occurred within a reasonable time, preferably in writing.

5.6. As soon as the products to be delivered have been delivered to the specified delivery address, the risk regarding these products will be transferred to the Consumer. If the Consumer decides to collect the products, the risk passes when the products are transferred.

5.7. When the ordered item is no longer available, Merkelbach has the right to deliver a similar product of similar quality. The Consumer is then entitled to terminate the Agreement free of charge and to return the product free of charge.

Article 6. Right of withdrawal

6.1. This article explicitly only applies to the Consumer being a natural person who is not acting in the exercise of his profession or business.

6.2. The consumer has the right to terminate the distance agreement with Merkelbach concluded free of charge within 14 days after receipt of the product, without stating reasons.

6.3. The period starts on the day after the Consumer, or a third party designated by him in advance, who is not the carrier, has received the product, or when the delivery of a product consists of different shipments: the day on which the Consumer, or a third party designated by him has received the last shipment.

6.4. Only the direct costs for the return shipment are for the account of the Consumer. Consumers must therefore bear the return costs themselves. Any by consumer costs paid for shipping and payment product to Consumer will return at the entire order Consumer refunded minus the cost of the return shipment.

6.5. Within the withdrawal period referred to in paragraph 1, the Consumer will handle the product and the packaging with care. The consumer will only open the package and only use the product to the extent necessary to check the color or certain characteristics of the products. The point of departure here is that this inspection may not go beyond what the Consumer could do in a physical store. Opened or partially used products cannot be returned. The use of the product in general or the testing of the product on the final substrate constitutes a definitive acceptance of the product, so that the right of withdrawal expires.

6.6. Consumer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in the previous paragraph.

6.7. The Consumer may terminate the Agreement in accordance with the period specified in paragraph 1 of this Article by sending the model form for withdrawal (digitally) to Merkelbach, or otherwise making Merkelbach unambiguous that he will cancel the purchase. In the case of a digital report, Merkelbach confirms receipt of that report. After dissolution, the Consumer has 14 days to return the product. It is also possible to immediately return the product within the cooling-off period specified in paragraph 1 of this Article, provided that the model withdrawal form or other unambiguous withdrawal statement is included. Products can be returned by post or delivered to: Merkelbach, De Wolkammerij, Adolf Greinerstraat 12, 2660 Antwerp (Hoboken) Belgium

6.8. All amounts paid in advance by the Consumer will be reimbursed to the Consumer as soon as possible, but no later than within 14 days after the termination of the Agreement, in the same way that the Consumer has paid for the order. If the Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Merkelbach does not have to reimburse the additional costs for the more expensive method. Unless Merkelbach offers to collect the product itself, Merkelbach may wait to repay until Merkelbach has received the product or until the Consumer demonstrates that he has sent back the product, whichever is the earlier.

Article 7. Payment

7.1. The consumer must make payments to Merkelbach in accordance with the payment methods specified in the order procedure and possibly on the Website. Merkelbach is free to choose payment methods and these may also change from time to time. In the event of payment after delivery, the Consumer has a payment period of 14 days starting on the day after delivery.

7.2. If the Consumer does not meet his payment obligation (s) in time, this is, after he has been informed by Merkelbach of the late payment and Merkelbach has granted the Consumer a period of 14 days to still meet his payment obligations, after failing of payment within this 14-day period, the statutory interest on the outstanding amount and Merkelbach is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to 15% on outstanding amounts with a minimum of € 20. Merkelbach may deviate from the stated amounts and percentages for the benefit of the Consumer.

Article 8. Warranty and conformity

8.1. This article only applies if there is a Consumer who is not acting in the exercise of his profession or business.

8.2. Merkelbach guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, is Merkelbach it also guarantees that the product is suitable for other than normal use.

8.3. If the delivered product does not comply with the Agreement, then the Consumer must inform Merkelbach within a reasonable period after he has discovered the defect.

8.4. If Merkelbach considers the complaint to be justified, the relevant products will be replaced or reimbursed after consultation with the Consumer. The maximum reimbursement, subject to the Article on liability, is equal to the price paid by the Consumer for the product.

Article 9. Complaints procedure

9.1. If the Consumer has a complaint about a product and / or about other aspects of Merkelbach 's services, he can submit a complaint to Merkelbach by telephone, e-mail or post. See the contact details at the bottom of the Terms and Conditions.

9.2. Merkelbach gives the Consumer a response to his complaint as soon as possible, but in any case, within 7 working days of receiving the complaint. If it is not yet possible to give a substantive or definitive response, then Merkelbach will confirm the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the complaint within 7 working days of receiving the complaint. complaint from Consumer.

9.3. Consumers who are not acting in the exercise of their profession or business can also submit a complaint via the European dispute settlement platform, which can be reached via <https://webgate.ec.europa.eu/odr/> .

Article 10. Personal data

10.1. Merkelbach processes the personal data of the Consumer in accordance with the privacy statement published on the Web shop.

Article 11 Special conditions for the Professional

11.1. Offers, orders, cancellations

All offers are without obligation, except when a validity period is stated on a written offer. Orders, Agreements and agreements from anyone else are only binding for Merkelbach in so far as they have been confirmed by it in writing. All indications of weights and dimensions are approximate only.

Upon cancellation without cause by the Professional a fixed compensation of 30% of the Agreement value is payable to Merkelbach. Said compensation is immediately imputed to any advance payments.

11.2. Deliveries

The delivery period starts from the receipt of the written order or from our order confirmation, whichever comes first. Merkelbach takes no responsibility whatsoever for direct or indirect damages due to non-compliance with the delivery period. The deliveries are deemed to have been completed upon departure from our warehouses. All repeat orders above € 250.00 (excl. VAT) will be delivered carriage paid if shipped to a Belgian address to be indicated by the Professional. For each order under 250,00 € (excl. VAT) a flat rate surcharge of 15,00 € (excl. VAT) charged. The goods always travel at the risk of the buyer, even when they are sent free at destination.

11.3. Returns

Goods may not be returned without written permission from Merkelbach. Such permission to return is always made subject to all possible reservations and without any adverse recognition. Returned goods always travel at the risk of the buyer and will be delivered carriage paid to our warehouses.

11.4. Force of the majority

All cases of force majeure relieve Merkelbach of all responsibility and obligations without such cases giving the contracting partner the right to provide for itself, nor to demand replacement. In the case of partial services, equally shared prizes will be due.

11.5. Complaints

Any complaints or comments must be notified to Merkelbach by registered letter within 5 working days of delivery.

No complaint is acknowledged if the buyer has not used the products in accordance with the prescribed purposes and manuals. The buyer will always test the products on the final surfaces before proceeding to use. Not conducting such a test is equivalent to not following the prescribed method.

In the case of a well-founded complaint, Merkelbach reserves the right to choose between replacement and reimbursement of the purchase price provided that the goods concerned are taken back. Merkelbach is in no way liable for consequential damage and its liability is at all times limited to the total cost of the products purchased.

11.6. Guarantee

All products come with a 12-month warranty from delivery.

11.7. Liability

Merkelbach can under no circumstances be held liable for any accident or damage that would occur with the products or during their use. The buyer undertakes to indemnify the Merkelbach against all possible claims from third parties.

Neither can Merkelbach be held liable for the result of the use of products. The limited liability remains valid even in the event of a serious mistake by Merkelbach.

11.8 Payments

Invoices are payable no later than 15 or 30 days after the invoice date, as indicated on the invoice.

In case of failure by Professional to pay by the due date, the invoice amount will be increased automatically with 15% of the invoice amount up to 2,500 EUR and 10% of the invoice amount above 2.500 EUR, with a minimum of 20,00 EUR, as incasso compensation.

Additionally, from the invoice date until full payment, interest of 12% will be due. Both interest and compensation are due without prior notice of default.

Payments can only validly be done by deposit or transfer to one of the accounts Merkelbach as indicated on the invoice.

11.9. Retention of title

Irrespective of the agreed or agreed payment conditions, the purchase is always entered into under the express condition that the goods remain the property of Merkelbach until full payment by the co-contracting party, without this ownership entailing any further responsibility.

Article 12. Final provisions

1 2 .1. Belgian law applies to the Agreement.

1 2 .2. Insofar as mandatory law does not provide otherwise, all disputes that may arise under the Agreement will be submitted to the competent Belgian court in the district where Merkelbach is located.

1 2 .3. If a provision in these General Terms and Conditions appears to be invalid, this does not affect the validity of the entire General Terms and Conditions. The parties will in that case replace (a) new provision (s), which will give shape to the intention of the original provision as much as possible in law.

1 2 .4. In these General Terms and Conditions, "written" also means communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contact details

If you have any questions, complaints or comments after reading these General Terms and Conditions, please do not hesitate to contact us in writing or by e-mail.

Postal address: Merkelbach

Adolf Greinerstraat 12

B-2660 Antwerp

Belgium

Telephone: 03 605 33 79

By mail: info@merkelbach.be