

**ORAC GENERAL TERMS AND CONDITIONS
WEBSHOP CONSUMERS**

Article 1 – Identification of the Supplier and qualification as a consumer

The “**Supplier**” of the articles in this webshop is **NV ORAC** (Biekorfstraat 32, 8400 Ostend, Belgium, KBO 0407.323.091). The “**Client**” who wishes to use the Supplier’s webshop declares explicitly by placing his order via the website www.oracdecor.com (hereinafter: the “**Website**”) that he is acting in his capacity as a consumer, i.e. not in the capacity of a trader or for any professional use.

Article 2 – Applicability of the general terms and conditions

These general terms and conditions for sales and offers via the Supplier’s webshop at the time of the order by the Client (hereinafter: the “**Conditions**”) apply to online offers and sales of articles from the Supplier’s range to consumers via the Website. The Supplier agrees to sell online to clients domiciled within the territory of the European Customs Union. For agreements currently running, those Conditions shall continue to be valid, which were applicable at the time of the sale. Since the present Conditions may change from time to time in accordance with Article 12 of the present Conditions, you are expected to check which Conditions apply prior to each sale.

Article 3 - Prices

All prices are inclusive of VAT. Additional delivery costs or other administrative costs are stated separately for each item or through communication with the Client.

Article 4 - Offer

An offer is valid while supplies last and could be changed at any time. The description of the product is in accordance with the applicable legislation. Images are intended to be illustrative and the packaging supplied may from the product illustrated online differ with respect to images. The Supplier is not liable in the event of apparent material errors, typesetting or printing errors.

Article 5 – Carrying out a purchase

An order can be placed via the Website by following the steps indicated in the webshop on the Website. After the goods are ordered, a summary is delivered showing the goods ordered and is made available to the Client online. On confirmation of the order, cash payment is requested in accordance with the payment method indicated. The purchase is concluded on receipt of the full payment and after acceptance of the Conditions. The order is prepared for delivery after payment. The Client is subsequently informed with a confirmation of his purchase and with the terms of delivery in accordance with the delivery method indicated. The Supplier reserves the right to refuse orders in the following cases: (i) when the stock is exhausted or when an item is no longer available; (ii) if it is determined that an offer is incorrect; (iii) for a delivery address outside Europe, and (iv) in the event of force majeure.

Article 6 - Deliveries

Deliveries are carried out in accordance with the delivery method as indicated by Orac. The risk of transporting the goods ordered lies with the Supplier until the moment of delivery to the Client.

The Supplier and/or the carrier is entitled to deliver the goods at the agreed place at the agreed time to the person who presents himself for their reception, without the need for specific verifications. The person who receives the goods at that time is deemed to represent the Client. In the event that a re-presentation of the goods is required for reasons attributable to the Client, the Supplier may charge to the Client for any resulting costs incurred.

Article 7 - Complaints

Any visible damage and/or qualitative shortcoming of the goods or other shortcoming in the delivery must be reported to the Provider immediately and at the latest before two months have passed, on pain of forfeiting all rights.

Upon delivery, the Client must immediately check the goods for completeness, visible defects and transport damage. Any visible damage and/or shortcomings in the quality of the goods or any other shortcomings in the delivery must be reported to the Supplier immediately in writing, and at latest within two working days, on pain of forfeiting all rights.

If a sample has been purchased previously, the Client must, immediately on receipt, check the goods for conformity with the sample. In the event of a non-compliant delivery, the Client must notify the Supplier of this in writing immediately, and at latest within two working days, on pain of forfeiting any rights.

Article 8 – Warranty

Except for the exceptional circumstances below, the items ordered are only covered by the legal warranty.. Except in the case of mandatory legal provisions, the Supplier is not liable for any damage (direct or indirect) caused by the products supplied. Nor does the warranty apply in the event that the products are processed within other products.

Article 9 – Right of withdrawal

The Client may terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The cooling-off period referred to in the first sentence starts on the day after the Client, or a third party designated in advance by the Client, and who is not a carrier, has received the product.

During the cooling-off period the Client must handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature and characteristics of the product. The starting point in this respect is that the Client may only handle and inspect the product as he would be allowed to do in a store. The Client is liable for any value reduction in the product that results from any manner of handling the product that goes beyond what is permitted in the previous sentence.

The Client is not liable for any reduction in value of the product if the supplier has not provided him with all legally required information concerning the right of withdrawal before or on conclusion of the agreement.

If the Client makes use of his right of withdrawal, he must report this to the Supplier within the cooling-off period using the model withdrawal form, or in some other unambiguous manner. As soon as possible, but within 14 days from the aforementioned notification, the Client shall return the product or hand it over to (an agent of) the Supplier. The Client shall return the product with all accessories supplied, and if reasonably possible, in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the Supplier. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Client. The Client shall bear the direct cost of returning the product.

The Supplier shall reimburse all payments received from the Client, including any delivery costs charged by the Supplier for the returned product, without delay, but within 14 days following the day on which the Client notifies him of the cancellation. If the Supplier offers to collect the product itself, it may wait for making such repayment until it has received the product or until the Client demonstrates that he has sent the product back, whichever is the sooner. The Supplier shall use the same payment method for reimbursement that the Client had used, unless the Client agrees a different method. The reimbursement is free of charge for the Client. If the Client has opted for a more expensive method of [outward ?]delivery than the cheapest standard delivery, the Supplier does not have to reimburse the additional cost for the more expensive method.

For the withdrawal the Client may make a claim on the model form for withdrawal and with the accompanying model instructions, which have been attached as an appendix to the present Conditions.

Article 10 - Privacy

When the Client's data is filled in via the Website, personal data within the meaning of the General Data Protection Regulation may be transferred. Data concerning the Client and the Client's activities and purchases on the Website will be made available to the Client.

Any personal data provided by the Client will be processed by the Supplier and/or the Client with the aim of: implementing the agreement between the Client and the Supplier, including the invoicing and delivery of the products requested by the person concerned.

The Client may request further information regarding the processing of data. In addition, and to the extent that the data contains data relating to an identifiable individual, the said individual, subject to the restrictions under the applicable law, has the right to request information about the processing of such data by the Supplier, to access this data and to ask the Supplier to correct, complete, update, block or delete data relating to him or her that is incorrect, incomplete, confusing or outdated. Such individual also has the right to object on a legitimate basis to the processing of data relating to him or her (in particular if he or she is entitled to do so under the applicable data protection legislation).

If the Supplier processes personal data, this will be done in accordance with the Privacy Policy that the Client can find on the Supplier's website (www.oracdecor.com) or the Client can obtain a copy thereof by sending a simple written request to the Supplier.

Article 11 – Contact information

You can contact Orac NV, Biekorfstraat 32, 8400 Ostend, Belgium, KBO 0407.323.091, via email at info@oracdecor.com or by telephone on. +32 59 80 32 52

Article 12 – Change to the Conditions

The present Conditions may change. Every purchase after a change to these Conditions implies an acceptance by the Client of the new conditions. The Conditions may be supplemented or amended by other conditions if explicitly referred to prior to the purchase by the Client.

If a (part of a) provision of the present general terms and conditions of sale is invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of the said general terms and conditions of sale. In such cases, Orac and the Client will negotiate in good faith and replace the invalid or unenforceable provision with a legally valid and enforceable provision that is as close as possible to the purpose and scope of the original provision. Where appropriate, the parties confirm that the court has power to modify the clause in question to the maximum that is permitted within the relevant legal limits.

Article 13 – Evidence

The Client accepts that electronic communications (e.g. emails), files (e.g. dispatch reports) and back-ups can serve as evidence.

Article 14 – Liability

The Client uses the Website and the webshop at his own liability. The Supplier is not liable for any failure or any lack of availability of the webshop resulting from a technical malfunction. The Supplier is not liable for any damage suffered by the Client as the result of the spread of a virus by the webshop.

The Supplier warrants that the products and/or services comply with the agreement, the specifications stated in the offer, reasonable requirements regarding liability and/or usability, and the legal provisions and/or provisions of the government regulations existing on the date of the conclusion of the agreement.

Any additional warranty provided by the Supplier will never limit the legal rights and claims that the Client may assert against the Supplier on the basis of the agreement if the Supplier has failed to fulfil its part of the agreement.

An “additional warranty” is understood to mean any commitment of the Supplier in which it grants the Client particular rights or claims that go beyond what is legally required in the event that the Supplier has failed to fulfil its part of the agreement.

The liability of the Supplier cannot be invoked if the total or partial non-compliance with its obligations is due to circumstances beyond its control, even if such circumstances were already foreseeable at the time the agreement was concluded, such as war, extreme weather conditions, riots, general or partial strikes, general or partial lockouts, infectious diseases, operating accidents, fire, machine breakdown, bankruptcy of suppliers, lack of raw materials, depletion of stocks, delays or failures in delivery by the suppliers of the Supplier, flooding, high absenteeism, problems with electronics, IT, internet or telecommunications, government decisions or interventions (including the refusal or annulment of a permit or licence), the departure of the United Kingdom from the European Union (Brexit) and its effects, fuel shortages, etc. The Supplier is not obliged to prove the non-imputable or unforeseeable nature of the circumstances that constitute force majeure.

If unforeseen circumstances should arise, other than those listed in the previous paragraph, that cannot be prevented by the Supplier or the Client, and which affect the economic basis of the agreement to the disadvantage of either of the parties concerned, such as for example, and not limited to, the possible departure of the United Kingdom from the European Union (Brexit) and its consequences, the parties must jointly agree any required adjustments to the agreement.

Article 15 – Applicable law – competent Court

Belgian law applies to the establishment, interpretation, implementation and termination of the agreement between Client and the Supplier.

In the event of disputes, the only courts that are competent are the courts of the judicial district in which the Supplier’s registered office is located.