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1. **APPLICATION**

1.1. **Identification of ORAC**

Company name	ORAC NV
Registered office	Biekorfstraat 32, 8400 Oostende, Belgium
Company (and VAT) number	0407.323.091
Phone number	+32 59 80 32 52
Email address	info@oracdecor.com

1.2. **Products.** ORAC manufactures and sells cornice mouldings, skirtings, wall mouldings, wall panels, indirect lightings and other decorative elements (hereinafter, the “**Products**”).

1.3. **Scope of application.** The present General Terms and Conditions (hereinafter, the “**Terms**”) apply to all orders placed by the Consumer with ORAC via the website [www.oracdecor.com](http://www.oracdecor.com) (hereinafter, the “**Webshop**”), all order confirmations issued by ORAC and all invoices issued by ORAC.

1.4. **Consumers only.** The Terms apply only to consumers within the meaning of Article 1.1, 2° of the Belgian Code of Economic Law, i.e. any natural person who acts for purposes that fall outside his or her trading, business, artisanal or professional activities and who enters into an agreement with ORAC (hereinafter, the “**Consumer**”). If the purchaser is a company, the following Terms and Conditions apply: [*insert link to Business Terms and Conditions*].

**1.5. Acceptation.** By confirming an order, the Consumer confirms that he or she understands the present Terms, has been able to read them before acceptance and accepts them without any reservation. The Consumer will receive a link to the Terms in a format that can be saved or printed.

**1.6. Conflict.** The present Terms shall prevail over any other terms and conditions.

## **2. ORDER PROCESS**

**2.1. Creation of an Account.** Prior to the use of the Webshop, the Consumer must enter its personal details. The Consumer shall identify itself accurately and honestly and will be liable towards ORAC for any false account information.

**2.2. Order Process.** After registration, the Consumer can place an order through the Webshop by following the steps indicated. For this purpose, the Consumer must select the Products that it wants to purchase by placing them in the shopping cart. It is always assumed that the Consumer orders the Products for normal private use and not for professional use. Consumer can call up the shopping cart and make modifications at any time. After calling up the shopping cart and entering the personal details, method of payment and shipping, all the details of the order are once again displayed on the summary page of the order.

**2.3. Payment.** After the Consumer confirms the details of the order, the order will be considered final and will require full payment from the Consumer according to the terms and conditions.

**2.4. Receipt.** After full payment of the order, the Consumer will receive a receipt by means of an automatically generated e-mail or online message containing the Products ordered, the quantity, the price, the timeframe for the delivery and the delivery method chosen.

**2.5. Cancellation by ORAC.** If, for any reason, a product ordered by the Consumer is not available or no longer available, the Consumer will immediately be informed of its unavailability, and in the event of withdrawal of the order, all payments already made will be refunded without delay. The Consumer acknowledges that no compensation can be claimed and that ORAC cannot be held liable in such a situation.

## **3. PRICE**

**3.1. Price and Taxes.** The purchase price of the Products (the “**Purchase Price**”) is expressed in [GBP]. All prices mentioned on the Webshop include VAT and other taxes. These prices are subject to change at any time before the order confirmation and do not include, if applicable, the delivery costs which are charged in addition. The delivery costs will be however communicated to the Consumer before the confirmation and payment of the order.

**3.2. Discount.** Any discount communicated by ORAC on the Webshop relates solely to the net price of a product, but not to any of the costs listed in Article 3.1. All discounts or commercial actions carried out by ORAC apply exclusively to specific Products, quantities, durations and regions as indicated by ORAC. ORAC can at any time decide to cancel a commercial promotion.

#### 4. DELIVERY AND TRANSFER OF RISK

- 4.1. **Delivery Date.** The delivery date indicated by ORAC is provided for information only and is not binding. ORAC will make its best efforts to respect the delivery date as much as possible.
- 4.2. **Late Delivery.** In the event of a late delivery, ORAC will notify the Consumer accordingly. Exceeding the delivery date cannot give rise to any liability on the part of ORAC, nor can this constitute a reason for the cancellation of the order.
- 4.3. **Delivery Place.** The Products will be delivered Delivered at Place (DAP) to the location indicated by the Consumer. DAP delivery costs (i) may vary depending on the location of delivery and (ii) will be charged per split delivery or individual order. The Consumer will be informed about the costs before confirming the order. The Consumer will ensure that delivery of the Products is possible, in absence whereof extra handling, storage or transport costs may occur.
- 4.4. **Reception.** ORAC is entitled to deliver the Products to the person who presents himself or herself for their reception, without the need for specific verifications. The person who receives the goods at that time is deemed to be or represent the Consumer.
- 4.5. **Transfer of Ownership and Risk.** The transfer of ownership and the transfer risk only occur upon the delivery of the Products.

#### 5. RIGHT TO WITHDRAW

- 5.1. **Right to withdraw.** The Consumer has the right to withdraw from the purchase contract, without giving any reason to ORAC. To exercise the right of withdrawal, the Consumer must notify ORAC by sending an email to the local team, within the period mentioned in Article 5.2, of his or her decision to withdraw from this contract by means of an unambiguous statement indicating at least the following information: the Products to which the withdrawal relates, the order number, his or her last and first names and postal address.
- 5.2. **Withdrawal period.** The withdrawal period expires 14 days after the day on which the Consumer, or a third party other than the carrier and designated by the Consumer, takes physical possession of the Products ordered.
- 5.3. **Liability.** The Consumer must handle the Products and packaging with care. He or she will only unpack or use the Products to the extent necessary to determine their nature and characteristics. The Consumer may only handle and inspect the Products as he or she would be allowed to do in a store. The Consumer shall be liable for any value reduction in the Products that results from any manner of handling the Products that goes beyond what is permitted in the previous sentence.
- 5.4. **Reimbursement.** In case of withdrawal by the Consumer, ORAC will refund all payments received from the Consumer, including delivery costs (with the exception of any additional costs arising from the fact that the Consumer has chosen a delivery method other than the less expensive standard delivery method offered by ORAC) without undue delay and, in any event, no later than 14 days from the day on which the Consumer informs ORAC of his or her decision to withdraw from this contract. ORAC will reimburse the Consumer using the same means of payment that the later used for the original transaction, unless the

Consumer expressly agree to a different method; in any event, this reimbursement will not incur any costs for the Consumer.

- 5.5. Return of the Products.** The Consumer must return the Products to ORAC without undue delay and, in any event, no later than 14 days after he or she has informed ORAC of his or her decision to withdraw from this contract. This period is deemed to have been respected if the Consumer returns the Products before the 14 days period has expired. ORAC will defer reimbursement until it has received the Products or until the Consumer has provided proof of shipment of the Products, whichever comes first. The Consumer shall return the Products 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 ORAC.
- 5.6. Returning costs.** The cost of returning the goods in case of withdrawal shall be borne by the Consumer, with a minimum of 25 EUR.

**6. COMPLAINTS AND LEGAL WARRANTY**

- 6.1. Replacement or repair of Products.** This is possible in accordance with the principles set out in the table below:

<b>VISIBLE DEFECT UPON DELIVERY</b>	Upon delivery, the Client must immediately check the Products for completeness, visible defects and transport damage. The Consumer is allowed to return the Products delivered if there is a clearly defined visible manufacturing defect, that has been verified by ORAC or if the wrong Products have been delivered.	The Consumer has to inform ORAC in by e-mail (including pictures) of visible defects within two (2) months from the date of the delivery.
<b>VISIBLE DEFECT AFTER DELIVERY</b>	The Consumer is allowed to return the Products delivered if there is a clearly defined visible defect that appeared after the delivery and that has been verified by ORAC.	The Consumer has to inform ORAC by e-mail (including pictures) of visible defects within two (2) months after having discovered such defect.
<b>HIDDEN DEFECT</b>	The Consumer is allowed to return the Products delivered if there is a clearly defined hidden manufacturing defect, that has been verified by ORAC.	The Consumer has to inform ORAC by e-mail (including pictures) of hidden defects within two (2) months after having discovered such hidden defect.

- 6.2. Costs.** In the situations referred to in Article 6.1 above, ORAC will replace or repair the Products at its own expense. ORAC shall also bear the shipping costs.
- 6.3. Complaints.** Complaints for replacement or repair are only admissible if they are made by email to the local team within a period of two (2) months after they have been discovered, and at latest two (2) years

after the date of delivery of the Products. Subsequently, any right to repair or replacement or to any other warranty expires. Complaints must be submitted with sufficient evidence to substantiate the claim, including but not limited to photos, a description of the problem, reporting of defects and samples of the rejected Products.

- 6.4. Fulfilment of the Terms.** A complaint, even if justified, only concerns the Products that are defective and does not authorise the Consumer to refuse the fulfilment of the Terms with regard to Products that are not subject to the complaint.
- 6.5. Replacement and repairation.** In the event of non-compliant delivery or in the case of an admissible and well-founded complaint about visible or hidden defects, ORAC's obligation is limited to the replacement or repair of the Products, at ORAC's option. ORAC is not liable for any other compensation or sanction.
- 6.6. Refusal to replace or repair.** ORAC is allowed to refuse to replace or repair the Products in the event of: (i) defects arising as the result of accidents, deterioration of condition due to negligence, falls, use of the item contrary to the purpose for which it was designed, non-compliance with the user instructions or manual, modifications or changes to the goods, rough usage, incorrect assembly, poor maintenance, abnormal or incorrect use, (ii) late reporting of defects, (iii) minor dimensional deviations, or (iv) defect caused by a force majeure situation.

## **7. WEBSHOP AND CONSUMER'S ACCOUNT**

- 7.1. Confidentiality of account login.** The Consumer shall be solely responsible for maintaining the confidentiality and security of any account login information such as username and password, which are personal and cannot be transferred to any third party. As soon as the Consumer becomes aware that third parties have unauthorized access to its login details or have gained unauthorized access to the Webshop, it must immediately inform ORAC thereof without delay.
- 7.2. E-mail confirmations to Consumer.** The Consumer must ensure that the email address provided is correct, that the receipt of emails is guaranteed from a technical point of view and that in particular this is not prevented by a spam filter.
- 7.3. Use of the Webshop.** ORAC provides the Consumer with a limited, revocable, non-exclusive and non-transferable right to use the Webshop for the purchase of the Products. The Consumer shall be fully responsible for all activities that occur when using the Webshop under its personal account. ORAC has the right to restrict or block the Consumer's access to the Webshop at any time, without giving any reason and without prior notice.
- 7.4. Indemnification.** In the event of any breach of Articles 2.1 and 7.1, the Consumer expressly indemnifies ORAC against all claims made by third parties in this regard. This also applies to the costs of experts, attorneys, legal representation or court costs.
- 7.5. Content.** Images of the Products are intended to be illustrative and may contain elements that are not included in the price, or that differ from the Products. In order to avoid any misunderstanding, the Consumer is requested always to contact ORAC's Consumer Service in advance in the event of questions,

unclearities or doubts regarding the accuracy of the price. ORAC is in no way liable for any material errors, typographical or printing errors through the Webshop.

## **8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 8.1. Intellectual Property.** Any patents, trademarks, design rights, copyrights, any other intellectual property rights or any proprietary or confidential information, related to the Products shall remain the property of ORAC. Nothing herein, unless explicitly set out, shall be construed as conferring on the Consumer by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret.
- 8.2. Improvements and alterations.** Any improvements or alterations suggested by the Consumer to the Products will vest in ORAC and become the sole ownership of ORAC. No indemnification or compensation from whatever kind is due by ORAC to the Consumer.
- 8.3. Respecting ORAC's intellectual property.** The Consumer commits to respect the intellectual property rights of ORAC. The Consumer shall therefore: (i) not copy or have a third party copy the Products of ORAC, (ii) not commit any unfair trade practices (e.g. copying the design of catalogues, graphical user interfaces, video, pictures, packaging or misusing information held by ORAC), (iii) not use or register any trademarks or designs identical or similar to ORAC's trademarks and designs, (iv) not deface any marks, certifications, text or guidelines on the Product, packaging, manuals and related marketing materials, (v) not use, nor register any domain names incorporating a name identical or similar to ORAC's trademarks, (vi) not apply for or block alphanumeric codes or equivalent codes that identify an ORAC Product on an online market place.
- 8.4. No indemnification.** To the best of its knowledge ORAC is not aware that its Products infringe any third-party registered intellectual property rights. ORAC does not hold the Consumer harmless for any damage resulting from an alleged breach of third-party intellectual property rights.

## **9. PERSONAL DATA**

- 9.1.** When the Customer creates an account on the Webshop, orders from the Webshop, contacts ORAC, asks for a quote or requests catalogues and samples, ORAC may need to process personal data of the Consumer. This processing is essential for carrying out the contractual agreement between ORAC and the Consumer.
- 9.2.** ORAC's commitment to privacy is outlined in its Privacy Policy, which governs how personal data is handled. For a comprehensive understanding of our data processing practices, the Consumer can refer to ORAC's [Privacy Policy](#) on its website. The Consumer can also request a copy of ORAC's Privacy Policy by either emailing [dataprotection@oracdecor.com](mailto:dataprotection@oracdecor.com), phoning on +32 (0)59 80 32 52, or writing by post at Biekorfstraat 32, 8400 Oostende, Belgium.
- 9.3.** The Consumers can also use these channels if they have any questions about the processing of their data, or its security, or to exercise their rights.

## **10. LIABILITY AND LIMITATION THEREOF**

- 10.1.** To the extent that ORAC, in fulfilling its obligations, depends on the co-operation, services or deliveries of third-parties, it cannot be held liable for any damage resulting from errors on their part, including fraud, deceit, serious or intentional error.
- 10.2.** ORAC does not guarantee that the Webshop will be available flawlessly and/or at all times. In this respect, ORAC cannot be held liable for continuous or uninterrupted availability of the Webshop and the services offered on it.
- 10.3.** ORAC cannot be held liable for any damage suffered by the Consumer as a result of, without being exhaustive, a virus spreading via the Webshop or other ICT systems managed by ORAC, the hacking of personal data or phishing.
- 10.4.** The Consumer accepts expressly that ORAC cannot be held liable and that the Consumer does neither have the right to cancel the order or to refuse the delivery, nor have the right to any form of compensation for damages or reimbursement in the event of:
  - 10.4.1.** Slight differences in the color or slight differences in the dimensions of the Products, insofar as these cannot be prevented from a technical point of view or are generally accepted or are specific to the materials used;
  - 10.4.2.** Inaccuracies in the measurements made by the Consumer;
  - 10.4.3.** Inaccuracies in the works carried out by the Consumer;
  - 10.4.4.** Inaccuracies in the constructions and working methods required by the Consumer;
  - 10.4.5.** Defects in the Products or items of property onto which they are being assembled;
  - 10.4.6.** Defects in materials or tools made available by the Consumer, and
  - 10.4.7.** Inaccuracies in the information provided by or on behalf of the Consumer.
- 10.5.** ORAC is liable for any bodily or material damages that result from any defect in its Products. ORAC's liability is limited to the amount paid by its product liability insurer.
- 10.6.** ORAC can only be held liable as a result of its wilful misconduct or gross negligence or of the wilful misconduct or gross negligence of its officers, representatives and employees. Moreover, and to the maximum extent permitted under applicable law, ORAC's liability (including the liability of its officers, representatives and employees) arising out of or in connection with the sale and purchase of the Products under these Terms whether in contract, warranty, tort or otherwise, will be subject to the restrictions set forth in these Terms, and will not exceed the Purchase Price paid by the Consumer for the Products.
- 10.7.** To the extent legally permitted under applicable law, ORAC will not be liable to the Consumer or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of revenue or income, reputation, use, procurement of substitute services or products, costs of interventions, installation or deinstallation, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise.

## **11. SUSPENSION AND TERMINATION**

- 11.1.** At its own discretion, ORAC is entitled to suspend or cancel an order in case it believes that the identity of the Consumer, the address or its payment details are incorrect and that it can therefore be a fraudulent or false order.
- 11.2.** ORAC is entitled to suspend any delivery of Products as long as the Consumer has not remedied a material breach of the General Terms and Conditions.
- 11.3.** If the confidence of ORAC in the creditworthiness of the Consumer has been shaken through legal measures taken against the Consumer and/or other demonstrable events, which call into question or render impossible confidence in the proper fulfilment of obligations made by the Consumer, ORAC retains the right, even if the Products have already been delivered wholly or in part, to suspend the whole or part of the order and to demand adequate guarantees from the Consumer. If the Consumer refuses to comply with this, ORAC reserves the right to cancel the whole order or part of it.
- 11.4.** ORAC may terminate an existing or future order (in whole or in part) in case of material breach of the Terms, where the Consumer has failed to remedy such breach within fifteen (15) calendar days after receipt of a written notice from ORAC to do so.
- 11.5.** ORAC may terminate an existing or future order (in whole or in part) immediately, by sending a written notice to the Consumer, if any force majeure event occurs and has an effect on ORAC's ability to perform the obligations and lasts longer than thirty (30) calendar days.
- 11.6.** Termination will occur without any compensation being due by ORAC to the Consumer.

## **12. FORCE MAJEURE AND HARDSHIP**

- 12.1.** ORAC will not be liable for any failure or delay if such delay or failure is due to causes beyond ORAC' control due including by not limited to:
  - 12.1.1.** Force majeure such as fire, explosions, floods, storms, lightning, extreme weather conditions, strikes, lockout, labour disputes, epidemic outbreak, operational accidents, machine breakdown, war or acts of terrorism, bankruptcy of suppliers, unauthorized access to ORAC' information technology systems by third parties; and
  - 12.1.2.** Hardship such as a shortage of raw materials, discontinuation of delivery of raw materials, delay or failure in delivery of its suppliers, fuel shortages, power outages, trade embargoes, government orders or changing regulations, telecommunications, network, computer, server or Internet downtime, or any other economic circumstance beyond the reasonable control of ORAC.
- 12.2.** ORAC shall notify the Consumer of the nature of such force majeure or hardship event and the effect on the ability to perform the obligations and how ORAC plans to mitigate the effect of such force majeure or hardship event.
- 12.3.** In the event these circumstances last longer than thirty (30) days, ORAC is legally entitled to terminate the order. ORAC will repay any payment made by the Consumer (if any), however no other compensation of whatever kind is due to the Consumer.



### 13. MISCELLANEOUS

- 13.1. Amendment of the Terms.** ORAC may amend these Terms from time to time by posting a revised version on its website or Webshop, or if an update materially adversely affects the Consumer's rights or obligations under these Terms, ORAC will provide notice to the Consumer. Those amendments will become effective no sooner than thirty (30) days after such notification. All other changes will be effective immediately. The placement of an order and its confirmation after such amendments implies an acceptance from the Consumer.
- 13.2. Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified to a provision as close as possible to the purpose and scope of the original provision and that it is valid and enforceable to the maximum extent permitted by law.
- 13.3. Waiver.** Any failure to enforce any provision of the Terms will not constitute a waiver thereof or of any other provision.
- 13.4. Assignment.** Consumer's obligations and rights under the present Terms may not be assigned by the Consumer without the prior written approval of ORAC. ORAC may assign its obligations and rights to (a) a parent company or affiliated company, (b) an acquirer of all or substantially all of ORAC's assets involved in the operations relevant to these Terms, or (c) a successor by merger or other combination. Any purported assignment in violation of this Article will be void. These Terms may be enforced by and is binding on permitted successors and assigns.
- 13.5. Notices.** All notices from ORAC intended for receipt by the Consumer will be deemed delivered and effective when sent to the email address provided by the Consumer, without prejudice to any other additional mean of communication used for giving such notice. If the Consumer changes its email address, it must inform ORAC of that circumstance in writing.
- 13.6. Governing law and jurisdiction.** These Terms will be exclusively governed by and construed by in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The Courts of Bruges (Belgium) will have sole jurisdiction should any dispute arise in relation to the Terms.