

General terms and conditions for consumers

0. Language
 - a. By accepting these terms and conditions, I acknowledge that I have understood these terms and conditions, drawn up in English.
1. Scope of application:
 - a. These general terms and conditions apply to all agreements concluded by Culobel Assembly (hereinafter referred to as 'the seller') with consumers insofar as the sale takes place at a distance or outside sales areas and expressly excluding the general or special terms and conditions (of purchase) of the consumer.
 - b. The purchase order and other information provided for the consumer on a durable medium form an integral part of this agreement. Special arrangements between the seller and the consumer take precedence over these general terms and conditions of sale insofar as these are laid down in writing and are expressly accepted by both parties.
 - c. Different terms and conditions apply for agreements with companies, which may be consulted overleaf or on our website.
2. Establishment of the agreement:
 - a. Agreements concluded via the webshop come into being upon receipt of payment by the seller.
 - b. When orders are placed, the seller reserves the right to cancel the order within 10 working days of receipt in the event of insufficient stocks or if the delivery cannot take place under these terms and conditions. In the event of cancellation by the seller, the consumer is informed immediately and the amounts paid are returned.
 - c. All quotes are irrevocable for thirty calendar days unless otherwise indicated in the quote. The quote becomes void if it is not accepted by the consumer within this period.
3. Performance:
 - a. Information provided in catalogues, folders, letters, advertisements, illustrations, websites, price lists and advice (such as on sizes, colours, volumes, order numbers, stocks and prices), etc. is given by the seller to the best of its ability and is indicative.
 - b. The seller reserves the right to deliver a model with differing yet non-essential characteristics.
4. Delivery date:
 - a. The delivery date for online orders or indicated in our quotes is indicative and not binding on the seller. This date is indicative and not binding on the seller.
 - b. The maximum delivery period is 16 weeks and commences on the first working day after the day on which the order is placed.
 - c. In all other cases, the delivery period commences on the first working day following that of payment of the advance by the consumer.
5. Delivery:
 - a. The goods are delivered at the head office of the seller unless otherwise agreed. The consumer bears the risk of loss and damage as of the moment of physical receipt by him or a third party designated by him who is not the carrier. However, the risk passes to the consumer upon delivery to the carrier if the latter has received instructions from the consumer to transport the goods and this option was not offered by the seller, without prejudice to the rights of the consumer in respect of the carrier.
 - b. In the event of delivery to an address other than the head office of the seller, the consumer is obliged to enable delivery (and possible installation) in the agreed place and at the agreed time. Installation takes two and a half hours on a solid substructure and four and a half hours on a loose substructure. If this period is exceeded or delivery is not possible because the consumer has not ensured the required circumstances, the seller is entitled to charge the consumer additional working costs of € 75/hour, transport costs, storage costs, costs for retention of business and/or waiting time. Delivery can be made during these periods when the following circumstances are ensured:
 - i. The delivery address must be accessible via the road network.
 - ii. Free passageway is required of 2.5m wide and 2.3m high, without obstacles and significant height differences (steps, max. incline of 3% except with interlocking Velo-Boxxes: 2%, etc.).
 - iii. A 20m parking place is also required for the truck with tailboard.
 - iv. Islands are not supplied.
 - c. Any fines or additional parking costs are borne by the customer. Following a prior telephone appointment, the articles are delivered (on pallets) by a truck as far as the kerb.
6. Invoicing, price and payment:
 - a. The purchase order may stipulate payment of an advance. The full amount, or the balance after payment of an advance, will be paid by the consumer immediately and upon delivery at the latest, unless otherwise agreed.
 - b. Only payment via Bancontact or bank cheque is accepted at the place of delivery. If this proves impossible, the consumer should transfer the balance before delivery. This payment is only valid when the seller has received it. Handing over a bank cheque does not constitute payment; this is only accepted subject to collection.
 - c. If the consumer fails to pay on time, the costs of reminders (min. € 7.5 per item) and formal notice of default (min. € 15 per item) will be borne by the consumer.
 - d. In the event of late payment, the seller has the right, ipso jure and without the need for prior formal notice of default, to interest for late payment at the legal rate and compensation of 10% on the outstanding amount of the invoice or on the amount remaining unpaid on the due date. The consumer can invoke the same conditions for late payment of debts by the seller in respect of the consumer.
7. Non-performance and dissolution:
 - a. If the seller fails to deliver the goods within the agreed period, the consumer is entitled to terminate the agreement by recorded delivery. In this case, the seller is obliged to return the amounts received in full to the consumer.
 - b. If the consumer fails to comply with the agreed payment term, the seller is entitled to dissolve the agreement by recorded delivery.

- c. The party that invokes force majeure informs the other party of this by recorded delivery within eight calendar days of becoming aware of the occurrence.
8. Right of withdrawal:
- a. In the event of sale concluded at a distance or outside enclosed sales areas, the consumer has the right, within a period of fourteen calendar days of delivery of the goods, to terminate the agreement without giving reasons. The withdrawal period lapses fourteen days after the day on which the consumer or a third party designated by the consumer takes actual possession of the goods.
 - b. The seller expressly excludes bespoke goods (including personalised colours, logos or the use of unusual materials) as regards withdrawal.
 - c. Upon receipt, the consumer will only unpack or use the product to the extent necessary to judge whether he wishes to retain the product. A normal assessment such as would take place in a physical store is taken as a benchmark here. (This does not go further than ascertaining the nature, the characteristics and the working of the goods).
 - d. Installation by the consumer or by a third party designated by the consumer is not seen as a normal assessment such as would take place in a physical store and may lead to compensation for the seller. (See 8.i.).
 - e. Once a model from the Velo-Boxx PRO series has been installed (including by fitters designated by the seller), the goods are irrevocably mixed with other products and the seller is not obliged to grant a right of withdrawal in accordance with Article VI.53, 6° or Article VI.73, 6° WER (Code of Economic Law).
 - f. If the consumer exercises his right of withdrawal, he will return the product with all the accessories delivered and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions given by the seller. The consumer must return the goods within fourteen days of the day on which he has informed the seller of his decision to withdraw from the agreement. The costs that should be incurred to return the goods are borne by the consumer.
 - g. The seller should refund all payments received from the consumer, including the delivery costs, immediately and in any case within fourteen days of the day on which he is informed of the decision to withdraw. The seller may delay payment of the refund until all the goods have been returned to him or the consumer has proved that he has returned to goods, depending which comes first. If the consumer has chosen a delivery method other than the standard delivery method, the seller is not obliged to cover the additional costs of the other delivery method.
 - h. In order to exercise his right of withdrawal, the consumer should contact the seller, preferably via e-mail at the address info@velo-boxx.com. The consumer can use the standard withdrawal form for this purpose. Telephone contact is possible on +32 53 53 00 00.
 - i. If the value of the returned product is diminished in any way, the consumer is obliged to compensate the seller for this reduction in value. This reduction in value consists of the difference between the original selling price and the price that the seller can charge new purchasers of the product. As an indication, it may be stated that a Velo-Boxx loses on average 50% of its value once it has been uninstalled and resold.
9. Suspension, dissolution and right of retention:
- a. If one of the parties fails to fulfil their obligations, the other party has the right:
 - i. After sending a letter by recorded delivery to which no response is received after ten calendar days, to suspend its services until the other party has fulfilled its obligations;
 - ii. To consider the agreement dissolved without the need for the intervention of the courts, if the other party has not fulfilled its obligations within ten calendar days of the dispatch of a letter by recorded delivery. In such a case, the defaulting party will owe damages, ipso jure and without formal notice of default, of 10% of the total price, without prejudice to the right to prove a higher claim. If the order has already entered production, the compensation owed by the consumer will amount to 80% of the total price.
 - iii. Finally, the seller can also exercise a right of retention on goods already produced but not yet delivered which the seller actually holds for the consumer, until a further guarantee is given of payment of all the invoices payable in accordance with these terms and conditions. In this case, a storage charge may also be made at the usual rate.
10. Retention of ownership:
- a. Ownership of the goods delivered only passes to the consumer once the latter has fulfilled his payment obligations further to the agreement that forms the basis for the delivery and previously concluded agreements, including any compensation, costs, interest or fines.
 - b. In the event of non-fulfilment of the payment obligations or if there is a well-founded reason to believe that the consumer will not do this, the seller is entitled to take back the goods at any time. The consumer grants the seller free access to take back the goods.
11. Visible defects and conformity:
- a. Visible defects and defects of conformity should be reported to the seller by recorded delivery at the latest within ten calendar days of delivery.
 - b. If timely notification of visible defects is not given, the seller no longer has to take responsibility for the defects.
12. Warranty:
- a. The seller guarantees the conformity of the consumer goods it offers as provided for in the consumer's warranty required by law. This warranty lasts for two years for consumer goods. This means that in the event of deficiencies or defects in the goods up to two years after the delivery, the goods will be repaired free of charge or replaced.
 - b. Any deficiency or defect must be reported to the seller within two months of being noted. After this, any right to repair or replacement lapses. If the defect or deficiency becomes apparent within six months of delivery, this is deemed to have already existed before delivery unless the seller can prove the opposite. After six months, the consumer has to prove that the defect was already present upon delivery.
 - c. During the aforementioned period, the seller undertakes to replace or repair the defective article (or part thereof) free of charge unless this is impossible or disproportionate. If the consumer cannot make a claim for repair or replacement, the consumer has the right to demand an appropriate price reduction or the

dissolution of the purchase agreement. The dissolution of the agreement cannot, however, be requested if the defect is of minor significance.

- d. The consumer cannot invoke the legal warranty for changes of time or changes of place of delivery or for defects of which he was aware at the time of purchase.
 - e. The following, among others, are excluded from the legal warranty:
 - i. all direct or indirect damage after delivery caused to the device (e.g. by collision, shocks, falls, etc.);
 - ii. the replacement of accessories or attachments that should be replaced regularly;
 - iii. defects further to fire, water damage, lightning, accidents, natural disasters;
 - iv. defects caused deliberately, by negligence or incompetent handling, poor maintenance or abnormal use or the use of the device contrary to the manufacturer's instructions;
 - f. To invoke the warranty, the consumer must be able to present the original invoice or proof of purchase. The warranty period begins at the time of delivery. The warranty can only be invoked in respect of the seller. In the event of installation by third parties not designated or recognised by the seller, the seller only offers a warranty on the soundness of the components it has delivered.
13. Customer service and after-sales service:
- a. The seller's customer service department can be contacted on +32 53 53 00 00, at e-mail address info@velo-boxx.com or by post at Hekkestraat 16, 9308 Hofstade, Belgium.
 - b. After the sale, the seller offers service, maintenance and repairs outside the warranty at rates to be set by contact.
14. Applicable law and competent court:
- a. The establishment, validity, performance and interpretation of this agreement are governed by Belgian law.
 - b. Notwithstanding Regulation (EU) No 1215/2012 and excluding cases in which the law expressly stipulates which court is competent to hear the claim, in the event of a dispute a claim may be brought, as the plaintiff prefers:
 - i. Before the court of the place of residence of the defendant or of one of the defendants;
 - ii. Before the court of the place where the undertakings to which the dispute relates, or one of them, came into being or where they are, have been or have to be fulfilled;
 - iii. Before the court of the place where the bailiff has spoken to the defendant in person, if neither the defendant nor, where applicable, one of the defendants has a place of residence in Belgium or abroad.
15. Personal data:
- a. Personal data are processed under the responsibility of data controller NV Culobel Assembly, with its registered office at Hekkestraat 16, 9308 Hofstade, Belgium, registered in the central business database under number 0899 017 180.
 - b. The personal data of the consumer are intended solely for customer management (including the fulfilment of the agreement, provision of services, warranty and security) of the data controller and companies affiliated to the data controller. If the consumer consents to this, the data are stored and if relevant used for direct marketing.
 - c. The personal data that the data controller asks consumers to provide may be necessary for the establishment and fulfilment of the agreement. Non-communication of these data may render the conclusion or proper fulfilment of the agreement impossible.
 - d. The data controller collects the surname and first name, address and contact details (telephone, e-mail), which are provided when an order is placed.
 - e. The data controller stores the personal data that are collected relating to the agreement throughout the period covered by the contractual relationship, extended by the legal storage period or the prescription period, in order to be able to deal with a claim or any recourse brought after the end of the contractual relationship.
 - f. The data controller stores the personal data relating to prospects or requests for a customer relationship which the data controller has not followed up for up to two years after the data are collected or the request is refused.
 - g. Personal data may be provided to third parties in order to enable the fulfilment of the agreement (including the carrier and/or fitter and/or other members of the Culobel Group). Personal data are, however, never provided to third parties who do not share responsibility for the fulfilment of the agreement.
 - h. The data controller has taken all required measures to safeguard the confidentiality of the personal data and to arm itself against unauthorised access, improper use, modification or deletion of these data. The data controller follows the standards for security and the continuity of service provision in this respect and regularly assesses the level of security of its processes, systems and applications and those of its partners.
 - i. The data subject has the right:
 - i. to obtain confirmation from the data controller of whether or not his personal data are processed and, if they are processed, to consult and obtain a copy of these data;
 - ii. to have his personal data rectified if they are inaccurate or incomplete and to have them supplemented where applicable;
 - iii. to have his personal data deleted in certain circumstances;
 - iv. to have to processing of his personal data restricted under certain circumstances;
 - v. to object, for reasons relating to his specific situation, to the processing of personal data on the basis of the justified interests of the data controller. The data controller then no longer processes the personal data for these purposes unless he can prove that there are lawful and imperative reasons for this processing which weigh heavier than the interests, rights and freedoms of the data subject;
 - vi. to object to the processing of his personal data with a view to direct marketing, including the profiling that is carried out with a view to direct marketing;
 - vii. to receive his personal data which he has provided for the data controller, in a structured, customary and machine-readable format; to forward these data to another data controller, if (i) the processing of his personal data is based on his consent or is necessary for the fulfilment of a

- contract and (ii) the processing takes place on the basis of automated processes; and to have his personal data sent directly from one to the other data processor, if this is technically feasible;
- viii. to withdraw his consent at any time to the processing operations that were lawfully undertaken before the withdrawal thereof, if the processing of his personal data is based on his consent.
 - j. For further questions and clarification, please refer in the first instance to the [General Data Protection Policy of the Culobel Group](#).
 - k. The rights set out in 15.i. may be exercised at any time on the basis of a request sent to GDPR@culobel.com or by contacting the latter by telephone on +32/53/777.888. The organisation can ask the data subject to identify himself in order to ensure that the exercising of the rights has actually been requested by the data subject.
16. Invalidation: the parties acknowledge that the invalidity of one of the clauses in this agreement does not entail the invalidity of the entire agreement. In this case, the parties undertake to replace the invalid clause by a lawful clause that is as similar as possible to the original aim of the parties.
17. Transferability of the agreement: the seller is authorised to transfer this agreement and its fulfilment to other companies in the Culobel Group. In this case, the continuity of deadlines and terms and conditions applies.

