

# Terms and Conditions

Latest update: 15/07/2022

## Clause 1 – Identity of the vendor

We Can Do Better Online BV

Mathieu Vanassche

Korenbloemstraat 13

8790 Waregem

Belgium

Company number: 0677 538 961

VAT-number: BE 0677 538 961

Bank account number: BE52 7360 3737 8309

Email address: mathieu@wecandobetteronline.be

Phone number: +32 497 46 14 38

## Clause 2 – Applicability and conditions

1. Our terms and conditions are applicable to every offer from us as a webshop to you as Consumer (every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market).
2. We deliver within Europe and the United States of America.
3. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an

order is made by a minor, we reserve the right to decline your order.

4. Placing an online order on the website constitutes a formal acceptance of our terms and conditions, which are always available through our website.
5. If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
6. If in addition to these terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer can always invoke to your advantage the most preferential text if our terms and conditions would be contrary to the above special conditions.

## **Clause 3 – our offer and your order**

1. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.
3. Your order is complete and the contract between us is final once we confirm your order by mail and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, Carte Bleue, Mastercard, American Express, Maestro, KBC, Belfius Direct Net, Bancontact, iDeal, Bank Transfer, Apple Pay and Paypal. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders

without valid payment by name of the registered cardholder will not be accepted or processed.

4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery, which is calculated based on the weight and destination of your order. In the final step you are led to an overview page, you accept our terms and conditions and you confirm your payment by pressing the order button, with the caption "Order and pay". If you have completed these steps, your purchase becomes final.

## **Clause 4 – Right of withdrawal**

1. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 days from the delivery or the conclusion of the contract. You can then return your order without penalty and without giving any reason (the cost hereof is to be paid by you). Within 14 days after reception of your returned order, we will pay you back the full purchase price, by the same means of payment which you used for the purchase, or we refund the amount on your customer account if you agree with this.
2. The direct costs of the return of the goods will thus be at your expense. We will indicate the costs of the return or make an assessment of the costs, if it is not reasonably possible to calculate them in advance. Should it be impossible to return the goods by postal service, we will pick up the goods from you without charging you additional costs.
3. We can refuse a refund as long as we have not received the returned goods or until you have shown you have returned the goods, depending on which event occurs first.
4. We expect you to handle the order as well as the packaging with the utmost care during the first 14 days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wish to retain them. Returned goods may be tested, but not used. When returning the goods, you will

also have to return all delivered accessories and – if reasonably possible – return the goods in their original condition and packaging as well as taking in account our instructions as listed below.

5. You can return you package through post or courier. You are responsible for the correct packing and shipping of the return order. We can only refund orders for which we have received the undamaged return package.
6. In order to exercise your right to withdrawal quickly and correctly, both in case of delivery of services as in the case of delivery of goods, you can fill out the form below and send it to We Can Do Better Online BV, Mathieu Vanassche, Korenbloemstraat 13, 8790 Waregem, Belgium. We will send you an acknowledgement of your withdrawal by email.

## **MODEL WITHDRAWAL FORM**

(Only fill out and sent this form if you wish the withdrawal the agreement)

To:

We Can Do Better Online BV

Mathieu Vanassche

Korenbloemstraat 13

8790 Waregem

Belgium

mathieu@wecandobetteronline.be

– I hereby give notice that I withdraw from my contract of sale of the following goods:

.....

- Ordered on: .....
- Received on: .....
- Name of consumer: .....
- Address of consumer: .....
- Signature of consumer (only if this form is notified on paper),
- Date: .....

## **Clause 5 – Price**

1. Prices might change daily (even sometimes hourly) and can be changed unilaterally by the seller at all times. The prices of orders that have already been made do not change, except if this has been announced differently or it has been agreed between the customer and the seller.
2. Our prices include all taxes, VAT and all other levies. Hence, je will never experience unpleasant surprises. Shipping costs are calculated based on the weight and destination of your order. We notify this to you prior to the final confirmation of your order.

## **Clause 6 – Payment**

1. We only accept advance payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You recognize a safe SSL-connection by the “lock” in the bottom status bar of your browser.

## **Clause 7 – Conformity and Warranty**

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a consumer, you dispose over a statutory 2-year warranty on goods purchased from us if this good is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.

To the extent of what is possible or reasonable, you have a choice between replacement or repair. Only if replacement or repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a reduction or to demand the dissolution of the contract of sale.

## **Clause 8 – Delivery and execution**

1. All goods and services are delivered to the address provided by you when ordering.
2. When a good is in stock it will be delivered to the delivery address within a period of 1 to 4 working days. If a good is not in webshop stock, it will be delivered at the delivery address within a period of 3 to 6 working days. We inform you of the delivery period in your order confirmation.
3. For presales, the estimated delivery time is described in the offer. If the delivery time should be longer than foreseen, you will be informed through e-mail.
4. Deliveries are made every day through MyParcel, bpost, LaPoste (France) or PostNL, based on the chosen delivery method and the country of destination.
5. We do not deliver at home, except agreed otherwise.
6. For security reasons, we keep the stock in a secure location. So unfortunately it is not possible to pick up goods.
7. If we are not able to deliver on time, we will always notify you before the to the end of the delivery period. If we do not, you can cancel your order for free. In that case we will refund you within 30 days after dissolution of the agreement.

8. The shipment of goods is always at our risk. So you do not have to worry about goods lost during transportation. If you, however, return goods to us within 14 days after delivery because you prefer not to keep them, you will be responsible for the transportation.
9. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days. Subsequently, you have to send the goods back within 14 calendar days after delivery. If you have any questions about this, you can contact us through the e-mail address at the top right of the website or by phone on +32 497 46 14 38

If you send us back the ordered goods, we ask you to do this in the original package. The goods itself also need to be sent back in the same state as they have arrived with you. In case the customer has manipulated the goods, no returns will be accepted (eg treated the coins with a product).

If the error is due to We Can Do Better Online BV, the return costs will be refunded as a credit. This refund will at maximum equal the price of a normal priority shipping to Belgium, no matter how the customer has returned the goods.

If the error is not due to We Can Do Better Online BV (e.g. the product issue at the National Bank was of low quality), the return costs will not be refunded and the right of withdrawal, as described in clause 4 of these general terms and conditions, will apply.

We cannot be held responsible for any consequential damage suffered due to late delivery or non-delivery by the transporter assigned by the company. In such cases our liability remains limited to the value of the goods of which it is shown that they were not received by the customer.

## **Clause 9 – Subscriptions: Duration, Termination and extension**

## 1. Termination

The consumer who has a subscription with We Can Do Better Online BV can terminate this subscription at any time. We only ask the consumer to notice us by mail or post. The subscription will be terminated immediately. If the consumer still has credit left, it will be refunded after the given discount has been deducted.

## 2. Duration and extension

The running subscriptions are entered for an indefinite period of time and are extended tacitly on each new order, unless the consumer decides to terminate the subscription

# Clause 10 – Force majeure

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, flooding, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

# Clause 11 – Intellectual property

1. Our website, logos, texts, photographs, names, and in general all our communications are protected by intellectual property rights either belonging to us or our suppliers or other claimants.
2. It is forbidden to use and/or change any of the intellectual property rights as described in the present clause. So you may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc. ...without our prior written and explicit consent.



## Clause 12 – Complaints procedure and conflicts

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us through the e-mail address at the top right of the website or by phone on +32 497 46 14 38. We will do the utmost to deal with your complaint within 7 days.
2. All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.
3. By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <https://www.mediationconsommateur.be/en>
4. In case of cross border dispute, you can contact the “Online Dispute Resolution” platform of the European Union via this link: <https://ec.europa.eu/odr>