

General Terms and Conditions for use and sales on the Website www.dumatinausoir.com

Version applicable on May 25th 2018

Du Matin Au Soir, a business operated by Ms Coralie Enthoven and Ms Katarina Fouret, with offices in Belgium in B-1000 Brussels, avenue des Scarabées, 5, boîte 2

Company number 0666.446.418

VAT number BE 0666.446.418

E-mail: info@dumatinausoir.com

1. Definitions

- Conditions : these General Terms and Conditions of use and sale ;
- Customer: any visitor who makes an online purchase of goods or services offered by the Seller on the Website ;
- Seller : Du Matin Au Soir, a business operated by Ms Coralie Enthoven and Ms Katarina Fouret, with offices in Belgium in B-1000 Brussels, avenue des Scarabées, 5, boîte 2, company number 0666.446.418;
- Website : www.dumatinausoir.com

2. Scope

These Conditions apply to any order made by a Customer on the Website. They prevail over any other general or specific conditions. The Conditions are systematically made available to Customer when placing an order on the Website and are available when visiting the Website. The Conditions can be modified from time to time by the Seller. The applicable Conditions are those applicable on the day the order is placed. The Website offers the possibility to the Customer save or print the Conditions.

The Customer who places an order on the Website declares that he enjoys full legal capacity. Nevertheless, any purchase made on the Website by a person who does not enjoy legal capacity in the meaning of the Belgian civil code shall be under the responsibility of his or her legal representative.

3. Goods and services

Before placing an order, the Customer has the possibility to learn about the main characteristics of any good or services that he or she wishes to order. Any good or services offered by the Seller on the Website are described in good faith and as exactly as possible. The pictures and descriptions given on the Website are however not contractually binding.

The offers of goods and services made on the Website are applicable depending on the availabilities and the Seller is entitled to modify at any time the goods and services available for sale on the Website. The Seller shall not be liable for any damage resulting from the unavailability of a good or service. In case of unavailability of a good or service of which the order was confirmed, the Customer will be informed by email or by phone that the full or partial cancellation of his or her order. If the unavailability of a good or service is announced to the Customer after the payment of the price, the Seller shall reimburse the price of the product or service concerned.

4. Order

Any order requires the unconditional acceptance of these Conditions by the Customer. The Customer is requested to accept them before finalising his or her order on the Website. The Customer selects the goods and services of his or her choice by adding them to his or her cart. The cart constitutes the purchase order of the Customer, who has the possibility to verify and modify his or her order at any time via the "My cart" tab.

Once the order is completed, a summary will be displayed and the Customer will have the possibility to modify or validate his or her order. Once the order is validated, the client should provide the payment and delivery details. The

details provided by the Customer are binding. In case of mistake in the delivery details, the Seller shall not be responsible for the impossibility to deliver the good(s) or perform the service(s), nor for any damage resulting therefrom.

5. Price and payment terms

The prices mentioned at the end of the ordering process are in euros and include VAT, as well as possible administrative costs, unless mentioned otherwise. They do not contain any wrapping and shipping costs, which shall be charged extra. The Seller reserves its right to modify the sale price at any time; nevertheless, the goods or services purchased will be invoiced at the price mentioned on the Website at the time of the order. The purchases can be paid solely by bank transfer or by MasterCard® or Visa® credit card. Upon reception of the bank transfer or debit authorization on the Customer's credit card, the order will be automatically processed and will constitute a binding undertaking from the Customer, subject to the provisions of Article 10.

6. Order confirmation

An order confirmation is sent to the Customer by the Seller, on the email address provided by the Customer when ordering on the Website. Notwithstanding the reception of the Customer's payment, the Seller reserves its right to refuse an order for any reason whatsoever (including ordering or availability issues). The Seller has 5 working days to indicate to the client that he cannot satisfy the order and ask the client to modify or cancel it. The Customer is invited to print or save the confirmation sent by the Seller.

7. Delivery

Any order made on the Website can be delivered in the geographic areas covered by BPost (www.bpost.be), the carrier to which the Seller entrusts the delivery of the Goods. The indicative delivery times for non customized goods are the following:

Belgium: 1 to 2 days

Free delivery

European Union: 5 to 8 working days

100-350gr : 15 euros

350gr-1kg : 19 euros

Rest of the world: 7 to 10 working days

100-350gr : 15 euros

350gr-1kg : 27 euros

For customized goods, an additional indicative delivery time of 7 working days shall apply.

Express delivery on request at info@dumatinausoir.com

The delivery time can in any event not exceed the legal term of 30 days following the conclusion of the agreement. If the Customer wants the goods to be delivered at a friend or neighbour, or at his or her working place, it has to indicate such preference when placing the order.

The delivery to Customers is entrusted to a carrier of Seller's choice. The delivery occurs through the personal delivery to the addressee specified by the Customer, with for each delivery the signature of a delivery receipt by the addressee. The addressee should in any case verify the content and the state of the parcel before signing the delivery receipt. Any dispute regarding the shipment (including i.a. breakage, damaged packaging, etc.) should be reported to the carrier by the Customer within 24 hours from the delivery. Such written statement to the carrier shall be requested for the purposes

of any return or reimbursement. The Seller is allowed to split the delivery of the goods or services, depending on their availability.

In case of exceptional unavailability of a product, the Customer will be informed by email or by phone. The Seller will offer the following options to the Customer:

- delaying the delivery of the entire order, until the concerned good is restocked;
- accepting a partial delivery, with reimbursement of the purchase price of the goods or services which could not be supplied, it being understood that the Customer will have the possibility to place a new order once the good or service will be available again;
- cancelling the order, with reimbursement of the entire amount of the order.

All risks pertaining to the goods, including loss or damages, will be transferred to Customer upon physical receipt of the goods by Customer, or by any third party indicated by Customer, other than the carrier.

8. Warranty

The Seller warrants that the goods are free from any defect in terms of materials, design and manufacture, at the time of their initial purchase.

The Seller further warrants that the goods sold on the Website are functioning properly and are not affected by visible or invisible defects, which would make their normal use impossible or hazardous. The Seller is bound by the legal warranty of 2 years provided by articles 1649bis to 1649octies of the Belgian Civil Code, as well as the 2 years warranty provided at articles 1641 to 1649 of the Belgian Civil Code. Any specific warranty applicable for a certain product will be clearly mentioned in the product description, to the exclusion of any other broader warranty.

The Seller shall not be held responsible for any technical defect of the delivered goods, unless they are immediately mentioned when unwrapping the order. The goods which are damaged willingly or by negligence do not fall under the warranty (breakage, moisture, inappropriate temperature, oxidation, fire, or any other event of force majeure). Further, the warranty shall not apply when the defect results from wear and tear, transportation, inappropriate use and/or non-compliance with the instructions of use.

9. Right of withdrawal

The Customer has the right to withdraw his or her order, without justification and without costs other than those provided herein below.

The right of withdrawal should be exercised no later than 14 calendar days after:

- the day when the Customer or a third party indicated by the client, other than the transporter takes physical possession of the goods;
- in case of multiple goods ordered by the Customer in one order and delivered separately, the day when the Customer or a third party indicated by the Customer, other than the transporter, takes physical possession of the last of the goods.

The Customer informs the Seller by e-mail at info@dumatinausoir.com before the expiry of the withdrawal period, of its decision to withdraw from his order. For this purpose, the Customer has to make a non ambiguous declaration to the Seller stating his decision to withdraw from the contract and add a completed copy of the form available [here](#).

The Customer's right of withdrawal is subject to the return of all the delivered goods within 14 business days from the notification that he or she would exercise his or her right of withdrawal, as provided under Article 10 and 11. When the Customer exercises his or her right of withdrawal in accordance with this article, the Seller shall reimburse him or her all the payments received, including, where applicable, the shipping costs, as provided under Article 10 and 11.

The right of withdrawal provided under this Article shall not apply to:

- goods which were custom-made to the needs of Customer, including i.a. any personalised item which can be ordered on the Website;
- orders made by Customers making purchases in the framework of their commercial, industrial, artisanal or professional activities. The Customer is reputed making a purchase in such framework when he asks for a purchase invoice mentioning his or her VAT number.

10. Returns

The returns made by the Customer pursuant to Articles 7, 9 and 10 are subject to the following rules. The Customer returns or gives back the products to the Seller at the following address: « Du Matin Au Soir, avenue des Scarabées, 5, boîte 2, 1000 Bruxelles, Belgique » or at the address specified by the Seller, at the latest 14 days following to the communication of his or her decision to exercise his or her right of withdrawal in accordance with Article 7 and 9. The sending date by Customer shall be taken into account to verify the respect of this deadline. Any return made after these 14 days shall be refused and return to sender.

The seller shall bear all costs related to the return. The customer should use the less expensive delivery method. The returned goods should be sent in their new state, in their original packaging which should also be in perfect state, along with the order form and the completed return form [here](#). The Seller reserves its right to refuse the return products if they are damaged, stained or wear traces of use. Any return which cannot be identified shall be refused. Goods which were custom-made including i.a. any personalised item can not be returned.

11. Reimbursement

The reimbursements made by the Seller in application of Article 7, 9 and 10 are subject to the following rules. The Seller shall reimburse all payments received from the Customer, including where applicable the delivery costs, within 14 business days following the day when the Seller is informed of the Customer's decision to terminate the contract in application of Article 7 or to withdraw his or her order in application of Article 9. The seller will reimburse once the products are returned by the Customer. The Customer will be informed of the reimbursement by email. Notwithstanding the above, the Seller will only reimburse the shipping costs corresponding to the less expensive standard delivery method. The costs related to other more expensive delivery methods expressly chosen by the Customer will remain at his or her charge.

The Seller will reimburse the costs by the same payment method as used by the Customer for the initial transaction, unless expressly agreed otherwise by the Customer and, in any event, without additional charge for the Customer. If the order was paid through a gift card, the reimbursement shall occur through the allocation of a new gift card of the same amount.

The reimbursement is subject to the return in accordance with the conditions set forth under Article 10.

12. Intellectual property rights

The trade mark DU MATIN AU SOIR is registered with EUIPO under no. 16014185. The Seller is the proprietor of any and all copyright and design rights on the products offered for sale on the Website. Any and all data contained in the Website are the exclusive property of the Seller, including i.a. texts, photographs, pictures and the database of the Website's content. Any reproduction or use of these elements, in any way whatsoever, without the Sellers consent, is prohibited and subject to civil and criminal proceedings.

13. Liability

The Seller takes the greatest care in preparing the content of the Website. Nevertheless, it cannot be held liable for mistakes that would appear in such content. Notwithstanding its legal warranty obligation, the Seller can under no circumstances be held liable for damages suffered from a defect, dysfunction or inadequate use of the goods, unless in case of wilful misconduct of the Seller, its employees or representatives. The Seller cannot be held liable for the failure to deliver the ordered goods, in case of force majeure, such as i.a. disruptions or total or partial strikes of the postal, transportation and/or communication services, flood, fire, etc.

In any event, the Seller's liability shall remain limited to the amounts paid for the order following to which the liability of the Seller would be invoked.

14. Disputes and applicable law

Any dispute regarding the use of the Website and the application or interpretation of these Conditions, is subject to Belgian law. The Brussels court are competent in case of dispute.

15. Personal data

The Personal Data concerning the Client which the Seller collects shall be processed in accordance with the Privacy Policy available here [link].

If you wish to print the Term and conditions click [here](#)