

Article 1 – Definitions

The following definitions apply in these terms and conditions:

1. **Company:** the legal person who enters into a distance agreement with Piseach! BVBA;
2. **Consumer:** the natural person who does not act in the exercise of a profession or a business and who enters into a distance agreement with Piseach! BVBA;
3. **Distance agreement:** an agreement whereby within the framework of a system for the distance selling of products and/or services organized by the company, until the conclusion of the agreement exclusively one or more techniques for communication on distance are used;
4. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer/company and staff of Piseach! BVBA have come together in the same room at the same time;
5. **Withdrawal period:** the period within which the consumer can make use of his right of withdrawal;
6. **Right of withdrawal:** the possibility for the consumer to cancel the distance agreement within the cooling-off period;
7. **Day:** calendar day;
8. **Sustainable data carrier:** any means that the consumer, company or Piseach! BVBA allows to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

Article 2 – Identity of the company

Piseach! BVBA

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VAT-identification number: BE 0652.833.754

Article 3 - Applicability

1. These terms and conditions apply to every offer from Piseach! BVBA and on every distance agreement concluded between Piseach! BVBA and a company/consumer.
2. Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated that the general conditions at Piseach! BVBA can be viewed and they are sent free of charge as soon as possible at the request of the consumer.
3. If the distance contact is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that it can be stored easily on a sustainable data carrier. If this isn't possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable term and condition that is most beneficial for him.

Article 4 – The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer..
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the company/consumer. The extensive features are indicative. Mistakes in these characteristics cannot be used to cancel the purchase. If Piseach! BVBA uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding Piseach! BVBA.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of delivery;
 - the way in which the agreement will be concluded and which actions are required for this;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery or implementation of the agreement;
 - the period for accepting the offer or the period for which the price is valid;
 - the tariff for distance communication if the costs using the technique for distance communication are calculated on a basis other than the basic tariff;
 - if the agreement is archived after conclusion, how the consumer can consult it;
 - how the consumer can become aware of acts he doesn't want to conclude before concluding the contract, as well as how he can rectify them before the contract is concluded;
 - The languages, in addition to Dutch, in which the contract can be concluded; the codes of conduct to which Piseach! BVBA has submitted itself and the way in which the consumer can consult these codes of conduct electronically;

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, Piseach! BVBA confirms immediately the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the consumer can terminate the agreement
3. If the agreement is concluded electronically, Piseach! BVBA takes appropriate technical and organisational measures to secure the electronic transfer of data and he ensures a safe web environment. If the consumer can pay electronically, the company will take appropriate security measures.
4. Piseach! BVBA will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored easily on a sustainable data carrier by the consumer:
 - the address of Piseach! BVBA which the consumer can visit for complaints
 - the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information about existing after-sales service and guarantees;
 - data foreseen in article 4 paragraph 3, unless the company has already provided this data to the consumer before the conclusion of the contract;
5. If Piseach! BVBA has committed itself to delivering a series of products or services, the provision in the previous paragraph applies only to the first delivery.

Article 6a – Right of withdrawal upon delivery of products

1. When purchasing products, the company/consumer has the option to dissolve the agreement without giving any reason during fourteen calendar days. This period starts on the day after the receipt of the product by or on behalf of the company/consumer.
2. During this period the company/consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and in its original state and packaging to Piseach! BVBA, in accordance with the reasonable and clear instructions provided by Piseach! BVBA.

Article 6b - Right of withdrawal upon delivery of services

1. Upon delivery of services, the company/consumer has the option to dissolve the agreement without giving any reason during fourteen calendar days. This period starts on the day concluding the agreement.
2. To make use of his right of withdrawal, the company/consumer will focus on the information provided by Piseach! BVBA. Piseach! BVBA will provide reasonable and clear instructions.

Article 7 – Costs in the event of withdrawal

1. If the company/consumer makes use of his right of withdrawal, the costs of the return shipment will need to be paid by the consumer/company.
2. Piseach! BVBA will reimburse all payments received from the consumer, including, if applicable, the delivery costs, immediately and in any case within fourteen calendar days of the day on which they are informed of the consumer's/company's decision to revoke the agreement.
3. Piseach! BVBA makes the repayment using the same payment method as that used by the consumer during the original transaction, unless the consumer has explicitly agreed to another payment method and on understanding that the consumer may not incur any costs as a result of such a repayment.
4. The additional costs resulting from the consumer's/company's explicit choice to choose a different payment method of delivery than the cheapest standard delivery offered by the company, are not covered and will not be repaid by Piseach! BVBA.
5. Except when Piseach! BVBA has offered to collect the goods itself, Piseach! BVBA may, in the context of the sales agreement, wait with the reimbursement, until it has received all the goods, or until the consumer/company has demonstrated that he has sent back the goods, whichever is the earliest.

Article 8 – Exclusion of the right of withdrawal

1. If the consumer/company doesn't have a right of withdrawal, this can only be excluded by Piseach! BVBA if Piseach! BVBA clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for:
 - service agreements after full performance of the service if the performance has begun with the express prior consent of the consumer/company, and provided that the consumer/company has acknowledged that he loses his right of withdrawal as soon as Piseach! BVBA has fully executed the agreement;
 - the delivery or provision of goods or services whose price is subject to fluctuations in the financial market on which Piseach! BVBA has no influence and which may occur within the withdrawal period;
 - The delivery of goods manufactured according to the specifications of the consumer/company, or which are clearly intended for a specific person;

- the delivery of goods that by nature are irrevocably mixed with other products after delivery;
- online downloading of digital content that was started with the express consent of the seller/company and where the latter has thus acknowledged that he has lost his right of withdrawal;
- agreements whereby the consumer/company specifically requested Piseach! BVBA to visit the consumer/company to carry out urgent repairs or maintenance; when Piseach! BVBA provides additional services that were not explicitly requested by the consumer/company or delivers goods other than spare parts that are used to carry out the maintenance or repairs, the right of withdrawal applies to those additional services or goods;
- the delivery of sealed audio and sealed video recordings and sealed computer software of which the seal was broken after delivery;
- agreements concluded during a public auction;
- the supply of digital content that hasn't been supplied on a tangible medium, if the performance has begun with the express prior consent of the consumer/company and provided that the consumer/company has acknowledged that he thereby loses his right of withdrawal;

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph Piseach! BVBA can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the company has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the company has stipulated this and:
 - they are the result of statutory regulations or provisions; or
 - the consumer/company has the authority to cancel the agreement on the day the price increase takes effect.
5. Prices can be stated including VAT or excluding VAT, with the VAT being stated separately. In addition, shipping costs can be charged, which are also stated separately.

Article 10 – Conformity and Warranty

1. Piseach! BVBA guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability, the existing legal provisions and/or government regulations on the date of the conclusion of the agreement .
2. A by Piseach! BVBA, manufacturer or importer offered guarantee doesn't affect the rights and claims that the consumer/company, with regard to a shortcoming in the fulfillment of the obligations of Piseach! BVBA, towards Piseach! BVBA can assert on the bases if the law and/or the distance agreement.
3. Digital elements, digital services or content have the same manufacturer's warranty as the purchased product (minimum 2 years). This means that the reseller is obliged to provide (security) updates (regardless of whether it was included free of charge or not).

Article 11 – Delivery and execution

1. Piseach! BVBA will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The delivery address is the address that the consumer/company provided to Piseach! BVBA.
3. Taking into account what is stated about this in article 4 of these general terms and conditions, the company will execute accepted orders with due speed but at the latest within 30 calendar days unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer/company will be notified of this no later than one month after he has placed the order. In that cases the consumer/company has the right to terminate the agreement without costs or to request an equivalent replacement product.
4. In the event of termination in accordance with the previous paragraph, the company will refund the amount that the consumer/company has paid as soon as possible, but no later than 30 calendar days after termination.
5. If delivery of an ordered product appears to be impossible, Piseach! BVBA will take care to provide a replacement item. At the latest at the delivery it will be mentioned clearly and in a comprehensible manner that a replacement item is being delivered. For replacement items the right of withdrawal can't be excluded. The costs of return shipment are for the account of Piseach! BVBA.
6. The risk of damage and/or loss of products rests with Piseach! BVBA, until the moment of delivery to the company/consumer, unless explicitly agreed otherwise.

Article 12 - Payment

1. As long as it hasn't been agreed later, the amounts owed by the consumer/company must be paid in advance.
2. When selling products to consumers/companies, a full advance payment may be stipulated in the general terms and conditions (during the withdrawal period). When an advance payment is stipulated, the consumer/company can't assert any rights regarding the execution of the relevant order or service(s), before the advance payment has been made.
3. The consumer/company has the obligation to immediately inform Piseach! BVBA about inaccuracies in payment data provided or specified. In the event of non-payment by the consumer/company, Piseach! BVBA has the right, subject to legal restrictions, to charge the reasonable costs towards the consumer/company, which will be provided to the consumer/company in advance.

Article 13 – Complaints procedure

1. Piseach! BVBA has a complaint procedure that was publicly disclosed and deals with these complaints under this procedure.
2. Complaints about the implementation of the agreement must be submitted promptly, fully and clearly described towards Piseach! BVBA, after the consumer/company has detected the defects.
3. Complaints submitted to Piseach! BVBA will be answered within a period of fourteen calendar days starting from the date of receipt. If a complaint requires a foreseeable longer processing time, Piseach! BVBA replies within the period of fourteen calendar days with a message of receipt and an indication when the consumer/company can expect a more detailed answer.
4. If the complaint can't be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

Article 14 - Disputes

On agreements between Piseach! BVBA and the consumer/company to which these general terms and conditions apply, only the Belgian law applies. All disputes are subject to the exclusive jurisdiction of the Commercial Court of Ghent, department Dendermonde.

Article 15 – Additional or different provisions

Additional or deviating provisions from these general terms and conditions may not harm the consumer/company and must be written down or in such a way that the consumer/company can store them easily on a sustainable data carrier.

Article 16 – Identity theft and credit card fraud

Piseach! BVBA believes that it has taken all possible and relevant precautions and therefore acts as a normal, forward-looking and careful online intermediary. Any identity theft or (financial) theft cannot be invoked against Piseach! BVBA.

Article 17 - Translations

In connection with possible interpretation differences, the Dutch version of this text is binding.