

# WEBSHOP GENERAL CONDITIONS OF SALE TIMMERMANS 1845

Timmermans 1845 bvba  
Kortemunt 5  
9000 Gent (Belgium)  
info@timmermans1845.be  
Tel.+32 9 223 32 57  
TVA BE 0448.980.831

## Article 1: General provisions

The e-commerce website of TIMMERMANS 1845 bvba with its registered office at 9000 Ghent (Belgium), gives its customers the possibility to purchase products from its online store online.

These Terms and Conditions ("Terms") apply to any order placed by a visitor to this e-commerce website ("Customer"). Any Customer placing an order through the Timmermans 1845 online store ("Timmermans") must expressly accept these Terms and thereby consents to the enforceability of such Terms, to the exclusion of all others. Additional conditions of the Customer are excluded, unless they have been expressly accepted in writing in advance by Timmermans.

## Article 2: Prices and fees

All the prices mentioned are expressed in EURO and systematically include VAT and all other taxes or duties to be assumed by the Customer.

For the Benelux, any order from 50 € will be delivered free of charge.  
Any delivery costs are mentioned separately, see article 5.

The indication of the price relates exclusively to articles worded word for word. The corresponding photos are included for illustrative purposes and may include items that are not included in the price.

## Article 3: Offer

Despite the fact that the online catalog and the e-commerce website have been produced with the utmost care, the information provided may be incomplete, contain material errors or be out of date. Obvious errors in the offer do not engage the responsibility of Timmermans. With regard to the accuracy and completeness of the information offered, Timmermans is only bound by an obligation of means. The responsibility of Timmermans is not in any way engaged in the event of material errors, or errors of printing.

If the Customer has specific questions regarding, for example, size, color, availability or delivery time or method, we invite him to contact our customer service beforehand.

The offer is valid while stocks last and can be adapted at any time or deleted by Timmermans, who cannot be held responsible for the unavailability of a product. If an offer has a limited period of validity or is made under conditions, this information is explicitly mentioned in the offer.

#### **Article 4: Delivery and execution of the contract**

Items ordered through this online store are delivered by reliable carriers of Timmermans's choice.

#### **Delivery delay :**

If the items ordered are in stock, the order will be shipped within 24 hours of receipt of payment. In the event that an item is no longer in stock, it can be ordered from the manufacturer by Timmermans who will inform the Customer about longer delivery times.

From receipt of payment, the delivery times given as an indication are as follows:

- 2 to 3 working days for Belgium.
- 8 working days for the Netherlands and France.
- 15 working days for the rest of the European Union.

#### **Shipping fees :**

##### **BENELUX**

Products ordered by this Web-shop for an amount from € 50 will be delivered free of charge in Belgium, the Netherlands or Luxembourg ("Benelux"). Delivery to other countries of the European Union is possible, for a fee. (See further in the text).

##### **OUTSIDE BENELUX (EU)**

For delivery outside the Benelux, the minimum order amount is € 100. If this amount is not reached, the delivery costs will be € 15.

#### **Small format shipments:**

For orders of ink cartridges or other refills for writing products and only if shipping in a standard envelope is possible:

BENELUX: when the minimum order of 50 € is not reached, the shipping costs of only 2.5 €

OUTSIDE BENELUX (EU): when the minimum order of 100 € is not reached, shipping costs of only 2.5 € will be calculated.

A visible deterioration and / or a qualitative defect of an article or any other failure concerning the delivery must be reported within three days by the Customer to Timmermans.

The risk of loss or damage is attributed to the Customer from the moment he takes physical possession of the goods.

### **Article 5: Retention of title**

The delivered items remain the exclusive property of Timmermans until full payment is made by the Customer.

The Customer undertakes, where applicable, to notify Timmermans' retention of title to third parties, for example to anyone making a possible seizure of items that have not yet been fully paid for.

### **Article 6: Right of withdrawal**

The provisions of this article apply exclusively to Customers who, in their capacity as consumers, purchase items online from Timmermans.

The Customer has the right to cancel the contract without giving any reason within fourteen calendar days, unless the product has an engraving requested by the customer.

You must always inform us beforehand of your intention to return your items before any return.

The withdrawal period expires fourteen calendar days after the date of purchase, except in the following case:

For contracts relating to the delivery of goods in several shipments or parts: the withdrawal period begins when the Customer takes physical possession of the last shipment of the complete order. The customer can exercise the same right if the order or part of it has been delivered late by the carrier, or in the event of delivery to the wrong address.

In order to exercise his right of withdrawal, the Customer must inform Timmermans by an unequivocal declaration (for example a written declaration by post, or by e-mail) of his decision to cancel the contract. The Customer has the option of using the attached model withdrawal form for this purpose.

See withdrawal document in appendix 1.

The Customer can also complete and send the digital form below. If the Customer uses this possibility, we will immediately send him an acknowledgment of receipt of his withdrawal by e-mail.

See online digital form.

In order to comply with the withdrawal period, the Customer must send his communication concerning the exercise of his right of withdrawal before the expiry of the withdrawal period.

The Customer must return or hand over the goods to Timmermans 1845 Kortemunt 5 at 9000 Ghent (Belgium) no later than fourteen calendar days after the date on which he communicated his decision to cancel the contract to Timmermans.

The direct costs of returning the goods are the responsibility of the Customer. If the value of the returned product has decreased in any way, Timmermans reserves the right to hold the Customer responsible and demand compensation for any depreciation of the goods resulting from their use by the Customer beyond of what appears necessary for the determination of the nature, characteristics and functioning of the goods.

Only items in their original, undamaged packaging, including all accessories, instructions for use and accompanied by their invoice or proof of purchase may be taken back.

Refills (cartridges and inks) as well as personalized products (engraving) cannot be returned for a refund.

In the event of cancellation of the contract by the Customer, Timmermans will reimburse the Customer for all payments received from the Customer up to that time, including standard delivery charges, within a maximum period of fourteen calendar days after Timmermans has been informed of the Customer's decision to cancel the contract. Timmermans will wait until he has collected all the goods before making the refund.

Timmermans reimburses the Client with the same payment method used by the Client for the initial transaction, unless the latter has explicitly agreed to other terms; under no circumstances may costs be charged to the Customer for this reimbursement.

## **Article 7: Guarantee**

By virtue of the law of September 21, 2004 relating to the protection of consumers in the event of the sale of consumer goods, the consumer benefits from legal rights. This legal warranty applies from the date of delivery to the first owner. No commercial guarantee modifies these rights.

To invoke the guarantee, the Customer must present proof of purchase. Customers are advised to keep the original packaging of the goods.

For items that have been purchased online and delivered to the Customer's home, the Customer must contact Timmermans customer service by e-mail. [info@timmermans1845.be](mailto:info@timmermans1845.be)

If a defect is found, the Customer must inform Timmermans as soon as possible. In all cases, any defect must be reported by the Customer within two months of its discovery. Thereafter, any right to repair or replacement expires.

### **Period of guarantee :**

All items are guaranteed for 2 years after their date of purchase (excluding consumable items).

Some Haute Ecriture brands have an international lifetime warranty (see warranty card included).

### **Excluded from the warranty:**

The warranty (commercial and / or legal) is never applicable to defects resulting from accidents, negligence, falls, use of the article contrary to the purpose for which it was designed, non-compliance with the instructions for use or the manual, adaptations or modifications of the article, rough use, poor maintenance or any other abnormal or incorrect use.

Defects which become apparent after a period of six months following the date of purchase, if applicable delivery, are not considered to be hidden defects, unless proof to the contrary is provided by the Customer.

The warranty does not apply to "consumable" items that wear out daily (leads, erasers, ink refills) except in the event of a delivery error.

Personalized decorations and logos are not guaranteed.

### **Article 8: Customer service**

Timmermans customer service can be reached on telephone number +32 9 223 32 57, by e-mail at [info@timmermans1845.be](mailto:info@timmermans1845.be) or by post at Kortemunt 5 in 9000 Ghent (Belgium).

### **Article 9: Payments**

For the payment of online purchases, the customer has the choice between two methods:

- Visa or Master Card credit card
- Bancontact

Orders are delivered after receipt of full payment from the customer.

Without prejudice to the exercise of other rights available to Timmermans, the Customer is, in the event of non-payment or late payment, automatically liable and without formal notice of interest of 10% per year on the amount unpaid from the date of non-performance. The Customer is also liable as of right and without formal notice of a lump sum compensation of 10% on the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, Timmermans reserves the right to take back items that have not been (fully) paid for.

### **Article 10: Privacy policy**

The controller, Timmermans 1845 sprl-bvba complies with the general data protection regulations and the Belgian law of July 30, 2018 on the protection of privacy.

The personal data communicated by you will be used exclusively for the following purposes: the execution of the concluded contract, the processing of the order, the sending newsletters, advertising and / or marketing purposes of Timmermans only.

You have a legal right to consult and possibly correct your personal data. In a number of cases listed in the GDPR, you can also ask us to restrict the processing of your personal data. You have the right to object to the processing of your personal data if you have compelling legitimate grounds that go beyond our interest in processing your data. You have the right to request that your personal data be communicated to you in digital and readable form and / or to have them transmitted to another service provider of your choice. Insofar as our processing is based on your prior consent, you have the right to revoke this consent at any time.

In case of use of data for direct marketing purposes: you can object to the use of your data for direct marketing purposes.

To exercise your rights, you can contact Timmermans 1845 sprl Kortemunt 5 at 9000 Ghent (Belgium) at any time or by e-mail [info@timmermans.be](mailto:info@timmermans.be)

We treat your data as confidential information and it will not be passed on, rented or sold to third parties.

#### **Article 11: Use of cookies**

Our website uses cookies and similar technologies. This helps us to provide you with a better experience when you visit our website and also allows us to optimize our website. Without your prior consent, we only place purely functional cookies that are necessary for the proper functioning of our website. For all other cookies, we ask for your prior consent.

The first time you visit our website, you will be asked to accept our cookies. You can manage your choices at any time afterwards.

#### **Article 12: Violation of validity - Non-waiver**

If any provision of these Terms is declared invalid, illegal or void, the validity, legality and application of the other provisions will not be affected in any way.

Any failure by Timmermans, at any time, in the defense of any of the rights stipulated in these Conditions or the exercise of any right in this regard will never be considered as a waiver of said provision and will not affect in no case affect the validity of these rights.

#### **Article 13: Modification of conditions**

These Conditions are supplemented by other conditions to which it is explicitly referred and the general conditions of sale of Timmermans. In case of contradiction, these Conditions prevail.

#### Article 14: Proof

The Client agrees that electronic communications and backups may serve as evidence.

#### **Article 15: Applicable law - Competent judge**

Belgian law is applicable, with the exception of the rules of private international law concerning the applicable law and with the exception of the Vienna Convention on contracts for the international sale of goods. The courts of the customer's district have jurisdiction in the event of a dispute.

The consumer can also contact the ODR platform (<http://ec.europa.eu/consumers/odr/>).



WITHDRAWAL FORM

Dear Customer,

For any return of merchandise purchased on our webshop, please complete and return this form to us by email or post. We will inform you that we have read your contract cancellation by email and you can return the items to us. (See the general conditions of the webshop).

Return Adresse  
Goods

Timmermans1845  
Kortemunt 5  
9000 Gent  
Belgium

Contact

Tel : +32 9 223 32 57  
Email : info@timmermans1845.be  
Timmermans1845 SPRL-BVBA  
VAT: BE 0448.980.831

Company

Timmermans1845 SPRL-BVBA  
VAT: BE 0448.980.831

To Timmermans 1845,

I hereby inform you that I am canceling my contract for the sale of the following goods:

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.....

In case of partial return, description of the goods:

.....  
.....

- Ordered on \_ / \_ / \_ received on \_ / \_ / \_

- Purchase invoice number: .....

- Client name: .....

- Client adress: .....

- Email: .....

- Phone number: .....

The refund is made to the bank account with which the customer paid for his order. If you would like another form of payment (for example a voucher), please indicate it here:

.....

- Date: \_ / \_ / \_ Signature:

