### ARTICLE 1 IDENTITY OF THE SELLER

We are:

Entre Deux Monts Rue du Rodeberg 69a 8954 Heuvelland

E-mail address: info@entre-deux-monts.be

Phone number: 057 40 19 69 Company numberr: 0873.571.904

Bank account number: BE13001454363739

### **ARTICLE 2: APPLICABILITY & CONDITIONS**

Our general terms and conditions apply to every offer from us as a merchant to you as a consumer.

We only deliver in Belgium. If you provide a delivery address in another country, we may refuse your order.

You must be at least 18 years old to place an order. If you are not 18 years old, we ask that your parents or legal guardians place the order. If we become aware that an order has been placed by a minor, we may refuse it.

Placing an order on our website constitutes express acceptance of our terms and conditions of sale, which are available at all times on the website.

If you order online, we will also send you a copy of these general terms and conditions in a format that you can save or print, together with the order confirmation or at the latest upon delivery. We recommend that you always do this.

## ARTICLE 3: OUR OFFER AND YOUR ORDER

If an offer has a limited validity or is subject to certain conditions, we will state this explicitly in our offer.

We always describe as completely and accurately as possible what we are selling you and how the ordering process will proceed. The description is in any case sufficiently detailed for you to make a proper assessment. The images on our website are purely illustrative.

To purchase a product, add it to your shopping basket. Then enter your contact and billing information. In the last step, you will get an overview page, accept our terms and conditions and confirm your payment by pressing the order button with the caption "order with payment obligation". Once you have completed these steps, your order is final.

However, the contract between us is only finalised once we have confirmed your order by e-mail and have received approval from the card issuer for your credit or debit card payment transaction. We accept Bancontact. If your card issuer refuses to approve your payment to us, we cannot be held responsible for delays in delivery and/or non-delivery of your order. We do not accept or process orders without valid payment in the name of the registered cardholder.

You can place orders up to 2 hours before our shop closes. The opening hours are mentioned on this page.

If you wish to cancel your order after placing it, please contact us via 0476671761 or info@entredeux-monts.be to discuss the possibilities.

Entre Deux Monts has the right to cancel your order in case of force majeure, if the offer is not available or if your contact details are incorrect or unreachable. If Entre Deux Monts cancels an

order which has already been paid for, Entre Deux Monts will transfer the amount to the account from which payment was made without delay.

### **ARTICLE 4: RIGHT OF WITHDRAWAL**

Due to the perishable nature of the products we sell, you cannot exercise the right of withdrawal (see Article VI. 53, 4° of the Belgian Economic Code).

## **ARTICLE 5: THE PRICE**

During the period mentioned in our offer, our prices do not change, except for price changes due to changes in VAT rates.

Our prices include all taxes, VAT, duties and services. Additional delivery costs or other administrative costs are always notified before you place your order. You will therefore never be faced with surprises.

# **ARTICLE 6: PAYMENT**

We can only accept payment via the payment modules on our website.

In order to guarantee a safe online payment and the safety of your personal data, the transaction data are sent over the internet encrypted with SSL technology. You do not need any special software to pay with SSL. You can recognise a secure SSL connection by the "lock" in the lower status bar of your browser.

## ARTICLE 7: CONFORMITY AND WARRANTY

We guarantee that our products are in conformity with your order and meet the normal expectations you may have. We also guarantee that our products comply with all food safety laws and regulations in force at the time of your order.

If, as part of your order, we also supply you with goods that fall under the statutory two-year guarantee, you will of course be entitled to the guarantee provided for by law and the goods supplied will be repaired or replaced free of charge within the terms of the law.

Insofar as this is possible and reasonable, you shall have the choice between repair or replacement. Only in the event that the repair or replacement is excessive or impossible, or cannot be carried out within a reasonable period of time, do you have the right to demand a price reduction or the dissolution of the sales agreement.

## ARTICLE 8: DELIVERY AND EXECUTION

After placing an order, you must be contactable by telephone and e-mail regarding the status of the order.

If you choose to collect the order, you must be present at the chosen time.

If you opt for delivery of the order, you must be present at the address you indicated when you placed the order.

Deliveries are made within 5 to 10 days.

On this page you will find how the delivery takes place.

If we are unable to deliver on time, we will always inform you before the expiry of the delivery period. If we fail to do so, you may cancel your order free of charge, in which case we will refund you immediately and at the latest within 30 days of cancellation.

Our deliveries are always at our risk. You therefore do not need to worry about goods being lost during delivery. The risk in respect of the order is transferred to you once the order has been delivered.

The total liability of Entre Deux Monts due to an attributable failure in the fulfilment of the agreement or for any other reason is limited to compensation for direct damage up to the amount of the price stipulated in the agreement.

## **ARTICLE 9: FORCE MAJEURE**

in the event of force majeure, we will not be obliged to fulfil our obligations. in that case, we may either suspend our obligations for the duration of the force majeure or definitively dissolve the agreement.

Force majeure is any circumstance beyond our control and will, which prevents the fulfilment of our obligations in whole or in part. This includes, but is not limited to, strikes, fire, business interruptions, energy disruptions, disruptions in a (telecommunications) network or connection or communication systems used and/or the unavailability of our website at any time, non-delivery or late delivery by suppliers or other third parties, restrictive measures imposed by the government, viruses or waves of sickness or any other circumstance that makes it reasonably impossible for us to deliver your order effectively....

# **ARTICLE 10: INTELLECTUAL PROPERTY**

Our website, logos, texts, photos, names and, in general, all our communications are protected by intellectual property rights that belong either to us or to our suppliers or other entitled parties. It is prohibited to use and/or make changes to the intellectual property rights as described in this article. For example, you may not copy or reproduce drawings, photographs, names, texts, logos, colour combinations, etc. without our prior and express written permission.

#### ARTICLE 11: COMPLAINTS AND DISPUTES

We naturally hope that all our customers are 100% satisfied. However, should you have any complaints about our services, please contact us at info@entre-deux-monts.be. We will do everything we can to deal with your complaint within 7 days.

All agreements that we conclude with our customers, regardless of their place of residence, are governed exclusively by Belgian law and, in the event of a dispute, only the competent Belgian courts are competent. If, for reasons of international law, another law is applicable, the Belgian Code of Economic Law will be used in the first place for the interpretation of these general terms and conditions.

In case we cannot agree on a solution, you as a consumer can contact SafeShops.

SafeShops.be will mediate between the consumer and the seller in case the complaint is justified. You can reach them through the complaint form on

https://www.safeshops.be/nl/consumers-complaints or in writing: Kapelsesteenweg 195/1, 2180 Ekeren. Info@SafeShops.be.

In the event of a non-judicial settlement of the dispute, the Consumers' Ombudsman Service of the Federal Government is authorised to receive any request for non-judicial settlement of consumer disputes. The latter will in turn either deal with the application itself or forward it to a qualified entity. You can reach the Consumers' Ombudsman Service via this link: http://www.consumentenombudsdienst.be//nl.

In the event of cross-border disputes, you can also use the European Union's Online Dispute

Resolution platform via this link: http://ec.europa.eu/odr.