

THE HOUSEHOLD FACTORY BV GENERAL TERMS AND CONDITIONS OF SALE

Company details:

SoHoNice BVBA, trading under the name: The Household Factory BV, gevestigd te Sint-Truiden, België.

Vat Number : BE 535.757.328

Entity number : 535.757.328

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Article 1: General terms

The e-commerce website of The Household Factory, with registered office in Sint-truiden, Belgium, VAT BE 535.757.328 (hereinafter "THF") offers its customers the possibility to purchase products from its web store online.

These General Terms and Conditions ("Terms and Conditions") apply to any order placed by a visitor to this e-commerce website ("Customer").

When placing an order via THF's web store, the Customer must explicitly accept these Terms, thereby agreeing to the applicability of these Terms to the exclusion of all other terms and conditions. Additional terms and conditions of the Customer are excluded, unless they have been previously, expressly and in writing accepted by THF.

Article 2: Pricing

All prices stated are expressed in EURO, always including VAT and all other compulsory charges or taxes to be borne by the Customer. If delivery, reservation or administrative costs are charged, this will be stated separately.

The price stated refers exclusively to the articles as described word for word. The accompanying photos are for decorative purposes only and may contain elements that are not included in the price. Type errors in the price are expressly reserved and do not acquire any rights.

Article 3: Offer

Despite the fact that the online catalog and the e-commerce website are composed with the greatest possible care, it is still possible that the information offered is incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the offer are not binding on THF. As regards the accuracy and completeness of the information THF is only bound to a best-efforts obligation. In no event is THF liable in case of obvious material errors, misprints or typing errors.

If the Customer has specific questions about e.g. sizes, color, availability, delivery period or delivery method, we request the Customer to contact our customer service department in advance.

The offer is valid while stocks last and can at all times be adapted or withdrawn by THF. THF cannot be held liable for the unavailability of a product. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

Article 4: Online purchases

You order THF products through the website www.thehouseholdfactory.eu. Before the order is carried out, the amount ordered must be paid in advance. After payment of the ordered products, THF ensures that the product is delivered as agreed.

The Customer has the choice between the following payment methods - By credit card - By PayPal THF is entitled to refuse an order following a serious shortcoming of the Customer regarding orders involving the Customer.

Article 5: Delivery and execution of the agreement

Articles ordered via this web store are delivered throughout Europe. Delivery is made by a carrier nominated by THF. THF reserves the right to change carriers if this improves the quality and speed of delivery. Unless otherwise agreed or expressly provided, the goods are delivered to the Customer's place of residence at the latest within 30 days after receipt of the order (including payment).

Any visible damage and/or qualitative shortcomings of an article or other shortcomings in the delivery, must be communicated by the Customer to THF immediately. The risk due to loss or damage is transferred to the Customer as soon as he (or a third party designated by him, who is not the carrier) has received physical possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by THF.

Article 6: Retention of title

The delivered articles remain the exclusive property of THF until such time as they have been paid for in full by the Customer. If necessary, the Customer undertakes to inform third parties of THF's retention of title, e.g. to anyone who might seize articles that have not yet been paid for in full.

Article 7: Right of withdrawal

The provisions of this article apply only to Customers who, in their capacity as consumers, purchase articles online from THF.

The Customer has the right to withdraw from the contract within a period of 14 calendar days, without giving reasons.

The revocation term expires 14 calendar days after the day of the order.

1. In the case of service contracts or digital content not supplied on a tangible medium : "from the conclusion of the contract";
2. For sales contracts, "on which the Customer or a third party designated by the Customer, other than the carrier, takes physical possession of the good
3. For contracts where the Customer has ordered several goods in the same order which are delivered separately : "on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the last good.";
4. For contracts relating to the delivery of a good consisting of several consignments or parts : "on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the last consignment or part."
5. For contracts for regular delivery of goods during a specific period of time : "on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the first good."

To exercise the right of withdrawal, the Customer must inform us of his decision to withdraw from the contract by means of an unequivocal statement at e-mail address: info@thehouseholdfactory.eu. The Customer may use the attached model withdrawal form for this purpose, but is not obliged to do so.

In order to comply with the withdrawal period, the Customer must send his communication regarding his exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must return the goods to an address indicated by THF, without delay, but in any case no later than 14 calendar days after the day on which he communicated his decision to withdraw from the contract to THF. The Customer is in time if he returns the goods before the period of 14 calendar days has expired. After that, any right of the Customer expires.

The direct cost of returning the goods shall be borne by the Customer.

Indien het teruggestuurde product op een of andere manier in waarde verminderd is, behoudt THF zich het recht voor om de Klant aansprakelijk te stellen en schadevergoeding te eisen voor elke waardevermindering van de goederen die het gevolg is van het gebruik van de goederen door de Klant dat verder gaat dan nodig is om de aard, de kenmerken en de werking van de goederen vast te stellen.

Only items that are in their original, undamaged packaging, along with all accessories, instructions for use and invoice or proof of purchase can be returned.

If the Customer has requested that the provision of services commence during the withdrawal period, the Customer shall pay an amount proportionate to what has already been delivered at the time of notifying us that it is withdrawing from the contract, compared to the full performance of the contract.

If the Customer revokes the contract, THF will reimburse the Customer for all payments received from the Customer up to that moment, including the standard delivery costs, within a maximum of 14 calendar days after THF has been informed of the Customer's decision to revoke the contract. In case of sales contracts, THF can wait with the refund until it has recovered all goods and received them back undamaged.

THF will reimburse the Customer using the same means of payment with which the Customer made the original transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not be charged for such reimbursement.

The Customer cannot exercise the right of withdrawal for:

- service contracts after the full performance of the service - the supply or provision of goods or services whose price is subject to fluctuations in the financial market over which [...] has no influence and which may occur within the withdrawal period;
- The delivery of goods manufactured to Customer's specifications, or which are clearly intended for a specific person;
- the supply of goods that spoil quickly or with a limited shelf life; - the supply of sealed goods that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
- The supply of goods which, after delivery, are by their nature irrevocably mixed with other products;
- The supply of alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market over which the company has no control;
- agreements where the Customer has specifically requested to visit him to carry out urgent repairs or maintenance there;
- the supply of sealed audio and sealed video recordings and sealed computer software, the seals of which have been broken after delivery; - the supply of newspapers, magazines or periodicals, with the exception of contracts for a subscription to such publications;
- Agreements entered into during a public auction;

- the provision of accommodation other than for residential purposes, carriage of goods, car rental services, catering and leisure services, if the agreements provide for a specific date or period of performance;
- the delivery of digital content not delivered on a tangible medium, if the performance has begun with the Customer's express prior consent and provided that the Customer has acknowledged that he thereby loses his right of withdrawal (e.g. downloading music, software);
- contracts for betting and lottery services.

Article 8: Warranty

Under the Act of September 21, 2004 on the protection of consumers in the sale of consumer goods, the consumer has legal rights. This legal warranty applies from the date of delivery to the first owner. Any commercial warranty does not affect these rights.

A lifetime warranty applies to THF products in case of private sales, unless otherwise indicated or agreed upon. Business sales cannot invoke any warranty.

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

For articles purchased online and delivered to the Customer's home, the Customer should contact the THF customer service department (support@thehoudeholdfactory.eu) and return the article to THF at his expense.

Upon identification of a defect, the Customer should inform THF as soon as possible. In any event, any defect should be notified by the Customer within 2 months after its discovery. After that period, any right to repair or replacement expires.

The warranty (commercial and/or statutory) is never applicable to defects caused by accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, failure to comply with the instructions for use or manual, adaptations or modifications to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects which become apparent after a period of 6 months following the date of purchase, or delivery as the case may be, shall not be deemed to be hidden defects, unless the Customer can prove otherwise.

Article 9: Customer Service

The THF customer service can be reached by e-mail at support@thehoudeholdfactory.eu. Any complaints can be addressed to this address.

Article 10: Penalties for non-payment

Without prejudice to the exercise of other rights held by THF, in the event of non-payment or late payment, the Customer will be liable, ipso jure and without prior notice, to interest of 10% per annum on the unpaid amount, as from the date of the default. In addition, the Customer will be liable, ipso jure and without warning, to a fixed indemnity of 10% of the amount in question, with a minimum of €25 per invoice.

Without prejudice to the foregoing, THF reserves the right to take back the articles not (entirely) paid for.

Article 11: Privacy

The controller, The Householdfactory Europe respects the Belgian law of December 8, 1992 and the European law of May 25, 2018 regarding the protection of privacy in the processing of personal data. The personal data communicated by you will only be used for the following purposes: processing administrative data and internal advertising purposes. You have a legal right to access and possibly correct your personal data. Subject to proof of identity (copy of your identity card), you can obtain a written, dated and signed request to support@thehoudeholdfactory.eu, free of charge, for the communication of your personal data. If necessary, you can also ask to correct the data that are incorrect, incomplete or irrelevant. In case of use of data for direct marketing: You can object free of charge against the use of your data for direct marketing. To do so, please contact: support@thehoudeholdfactory.eu We treat your data as confidential information and will not pass it on, rent or sell it to third parties.

The customer is responsible for keeping his login data confidential and for the use of his password. Your password is stored encrypted, THF therefore has no access to your password. THF keeps online (anonymous) visitor statistics to be able to see which pages of the website are visited and to what extent.

If you have any questions about this privacy statement, you can contact us at support@thehoudeholdfactory.eu.

Article 12: Use of cookies

During a visit to the site, "cookies" may be placed on your computer's hard drive. A cookie is a text file that is placed by a website's server in your computer's browser or on your mobile device when you consult a website. Cookies cannot be used to identify individuals; a cookie can only identify a machine.

You can set your Internet browser so that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard disk. You can do this through your browser settings (via the help function). Please note that certain graphical elements may not appear correctly or that you may not be able to use certain applications. By using our website, you agree to our use of cookies.

Article 13: Affection of validity - non-waivers

If any provision of these Conditions is declared invalid, unlawful or void, this will in no way affect the validity, lawfulness and applicability of the other provisions. The failure at any time by THF to enforce any of the rights enumerated in these Terms and Conditions, or to exercise any of these rights, will never be considered a waiver of such provision and will never affect the validity of these rights.

Article 14: Amendment of terms and conditions

These Terms and Conditions are supplemented by other terms and conditions expressly referred to, and by THF's general terms and conditions of sale. In case of contradiction, the present Terms and Conditions shall prevail.

Article 15: Proof

The Customer accepts that electronic communications and backups can serve as evidence. THF has subscribed to the Regulations of the UNIZO e-commerce label. A copy of these Regulations and access to the UNIZO complaints procedure is available at <http://www.unizo.be/ecommercelabel/>.

Article 16: Applicable law - Disputes

Belgian law shall apply, with the exception of the provisions of private international law on applicable law.

The courts of the Consumer's place of residence have jurisdiction in the event of legal disputes. The Consumer may also turn to the ODR platform.

ANNEX 1: MODEL CANCELLATION FORM

Dear Customer,

you must complete and return this form only if you wish to withdraw from the contract.

To : The Household Factory Europe, te Sint-Truiden.

E-mail: support@thehouseholdfactory.eu

I/We (*) hereby part/share (*) with you that I/we (*) am revoking/revoking our agreement regarding the sale of the following goods/provision of the following service (*): (*):

Ordered on (*)/Received on (*):

Name/Names consumer(s) :

Address consumer(s) :

Consumer(s) signature



(*) Strike out what does not apply.