

## TERMS AND CONDITIONS WHITEE COLLECTIVE

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### Company data

Whitee Collective  
Hemelrijkstraat 41, 8510 Marke (Belgium)  
Info@whitee.store  
+32497372574  
0735 573 071  
BE0735.573.071

### Article 1: General provisions

The e-commerce website of Whitee Collective, a natural person with registered office at Hemelrijkstraat 41 (Mar), 8510 Kortrijk (Belgium), VAT BE 0735 573 071, (hereafter '[...]) offers its customers the possibility to buy the products from its webshop online.

These General Terms and Conditions ("Conditions") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order through the online store of [...], the Customer must expressly accept these Terms and Conditions, thereby agreeing to the applicability of these Terms and Conditions, to the exclusion of all other terms and conditions. Additional terms and conditions of the Customer are excluded, unless they have been previously, in writing and expressly accepted by [...].

### Article 2: Price

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

The indication of price refers exclusively to the articles as described verbatim. The accompanying pictures are meant to be decorative and may contain elements that are not included in the price.

### Article 3: Offer

Despite the fact that the online catalogue and the e-commerce website are compiled with the greatest possible care, it is possible that the information provided is incomplete, contains material errors or is not up-to-date. Obvious mistakes or errors in the offer are not binding [...]. [...] is as to the accuracy and completeness of the information offered only bound to a means commitment. In no event shall [...] be liable in respect of manifest material errors, typographical or printing errors.  
If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or delivery method, we request the Customer to contact our Customer Service Department in advance.

The offer is valid as long as stocks last and can be modified or withdrawn at any time by [...]. [...] cannot be held liable for the non-availability of a product. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

#### **Article 4: Online purchases**

The Customer can purchase the products of [...] via the webshop. You click on the products and you will be taken to the Shop page. Once the product is added to My Cart, the purchase can be completed via the Checkout page.

The Customer has the choice between but not exclusively the following payment methods

- by banker's card
- by bank transfer to account number BE08 7360 6450 9613
- etc. (is specified on the payment page, made possible by Mollie Payments)

[...] is entitled to refuse an order due to a serious shortcoming on the part of the Customer in relation to orders in which the Customer is involved.

#### **Article 5: Delivery and execution of the agreement**

Once [...] has received the payment, [...] will start supplying the products. The products are delivered via Bpost... Any delivery costs (EUR 3,00) will be indicated on the site before the Customer pays. [...] shall endeavour to ensure the smoothest possible delivery of the products.

Items ordered through this webshop are standard delivered in Belgium. Other countries within Europe are possible after contacting [...]. No delivery outside Europe.

Unless otherwise agreed or explicitly stated otherwise, the goods are delivered to the Customer's place of residence within 30 days of receipt of the order.

Any visible damage and/or qualitative deficiency of an item or any other deficiency in delivery must be reported by the Customer to [...] without delay.

The risk of loss or damage shall pass to the Customer as soon as he (or a third party designated by him, other than the carrier) has acquired physical possession of the goods. However, the risk shall pass to the Customer upon delivery to the carrier if the Customer's carrier has been instructed by the Customer to carry the goods and this choice was not made by the [...].

#### **Article 6: Retention of title**

The delivered goods remain the exclusive property of [...] until full payment has been made by the Customer.

The Customer undertakes, if necessary, to inform third parties of [...]’s retention of title, e.g. to any person who may seize the items that have not yet been paid for in full.

#### **Article 7: Right of withdrawal**

The provisions of this Article shall apply only to Customers who, in their capacity as consumers, purchase items online from [...].

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

The withdrawal period expires 14 calendar days after the day "on which the Customer or a third party other than the carrier and indicated by the Customer acquires physical possession of the last good".

In order to exercise the right of withdrawal, the Customer must Rue des Hémelrijk 41, 8510 Marke (Info@whitee.store) +32497372574 by way of an unambiguous statement (e.g. written by post, fax or e-mail) of its decision to withdraw from the contract. The Customer may, but is not obliged to, use the attached model withdrawal form for this purpose.

"The Customer may also complete and send the withdrawal model form or any other clearly worded declaration electronically by e-mail or via our website [www.whitee.store](http://www.whitee.store). If the Customer makes use of this option, we shall immediately send the Customer an acknowledgement of receipt of his revocation on a durable data carrier (e.g. by e-mail)".

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

The Customer must return or hand over the goods to Whitee Collective immediately, but in any case no later than 14 calendar days after the day on which he has informed Whitee Collective of his decision to withdraw from the contract, at Hemelrijkstraat 41, 8510 Marke (Kortrijk). The Customer is on time if he returns the goods before the period of 14 calendar days has expired.

The direct costs of returning the goods are at the expense of the Customer.

If the returned product is somehow devalued, [...] reserves the right to hold the Customer liable and to claim damages for any depreciation of the goods resulting from the Customer's use of the goods that goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.

Only items in their original packaging, together with all accessories, instructions for use and an invoice or proof of purchase may be returned.

If the Customer cancels the agreement, Whitee Collective will reimburse the Customer for all payments received from the Customer to date, including

standard delivery charges, within a maximum of 14 calendar days after Whitee Collective has been informed of the Customer's decision to cancel the agreement. Under sales agreements, Whitee Collective may withhold the refund until it has received all goods back, or until the Customer has proved that it has returned the goods, whichever is the earliest.

Any additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery offered by Whitee Collective will not be refunded.

Whitee Collective will reimburse the Customer using the same means of payment as 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 agreements after the full performance of the service
- the supply or provision of goods or services the price of which is subject to fluctuations in the financial market which are beyond the control of [...] and which may occur within the withdrawal period;
- the supply of goods made to the customer's specifications or clearly intended for a specific person;
- the supply of goods which are likely to deteriorate rapidly or have a limited shelf life;
- the supply of sealed goods which are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
- the supply of goods which, after delivery, are irrevocably mixed by their nature with other products;
- the supply of alcoholic beverages, the price of which has been agreed upon at the time of conclusion of the contract of sale but the delivery of which can only take place after 30 days, and the actual value of which depends on fluctuations in the market which cannot be controlled by the undertaking;
- agreements by which the customer has specifically requested [...] to visit him in order to carry out urgent repairs or maintenance there;
- the supply of sealed audio and sealed video recordings and sealed computer software which has been unsealed since delivery;
- the supply of newspapers, magazines or periodicals, with the exception of subscription agreements for such publications;
- contracts concluded in public auctions;
- the provision of accommodation other than for residential purposes, carriage of goods, car rental services, catering and leisure services, if the contracts provide for a specific date or period of performance;

- the supply of digital content that is not supplied on a material carrier, if the performance has started with the express prior consent of the Customer and provided that the Customer has acknowledged that he thereby loses his right of withdrawal (e.g. downloading music, software);
- The agreements for services for betting and lotteries.

### **Article 8: Warranty**

Under the Act of 21 September 2004 on the protection of consumers when selling consumer goods, consumers have legal rights. This legal guarantee applies from the date of delivery to the first owner. Any commercial guarantee does not affect these rights.

The (commercial and/or legal) warranty does not apply to defects caused by accidents, neglect, falls, use of the item contrary to its intended use, non-compliance with the instructions for use or manual, modifications or alterations to the item, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects that manifest themselves after a period of 6 months following the date of purchase, or delivery as the case may be, are deemed not to be hidden defects, unless the Customer can prove otherwise.

### **Article 9: Customer service**

[...]'s customer service department can be contacted on the following number: +32497372574, by e-mail at [info@whitee.store](mailto:info@whitee.store) or by post at Hemelrijkstraat 41(Mar) 8510 Kortrijk. Any complaints can be addressed to this address.

### **Article 10: Penalties for non-payment**

Without prejudice to the exercise of other rights [...], in the event of non-payment or late payment from the date of the breach of contract, the Customer shall be liable by operation of law and without notice to pay interest at the rate of 10% per annum on the unpaid amount. In addition, the Client shall automatically and without notice be liable to pay a fixed indemnity of 10% on the amount in question, with a minimum of 25 euros per invoice.

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

### **Article 11: Privacy**

The data controller, Whitee Collective, respects the Belgian law of 8 December 1992 on the protection of privacy in the processing of personal data.

The personal data provided by you will only be used for the following purposes: the execution of the concluded agreement, the processing of the order, the sending of newsletters, advertising and marketing purposes.

You have a legal right of access to and possible correction of your personal data. Provided you have proof of identity (copy of your identity card), you can obtain a free written notification of your personal data by means of a written, dated and signed request to Whitee Collective, Hemelrijkstraat 41(Mar) 8510 Kortrijk, info@whitee.store 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 oppose the use of your data for direct marketing free of charge. To this end, you can always contact Whitee Collective, Hemelrijkstraat 41(Mar) 8510 Kortrijk, info@whitee.store.

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 details confidential and for the use of his password. Your password is stored in encrypted form, so [...] does not have access to your password.

[...] keeps online (anonymous) visitor statistics in order 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, please contact us at info@whitee.store.

## **Article 12: Use of cookies**

During a visit to the site, 'cookies' may be placed on the hard disk of your computer. 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.

We use first party cookies, these are technical cookies that we use ourselves and aim to make the site function optimally. In addition, we also use third party cookies for, among other things, but not exclusively, Google Analytics, Facebook, etc. To do this, the visitor to the website must give permission via a pop-up or at the bottom of the website.

You can set your internet browser in such a way 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 via the settings of your browser (via the help function). Please note that certain graphic 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: Violation of validity - non renunciation**

If any provision of these Terms and Conditions is declared invalid, unlawful or void, this shall in no way affect the validity, legality or applicability of the other provisions.

Failure by [...] at any time to enforce any of the rights listed in these Terms and Conditions, or to exercise any right hereunder, shall not be construed as a waiver of such provision and shall not affect the validity of such rights.

### **Article 14: Amendment of terms and conditions**

These Conditions are complemented by other conditions which are explicitly referred to and the general conditions of sale of [...]. In the event of any inconsistency, these Conditions shall prevail.

### **Article 15: Evidence**

The Customer accepts that electronic communications and backups can serve as evidence.

### **Article 16: Applicable law - Disputes**

Belgian law is applicable, with the exception of the provisions of private international law concerning applicable law.

The courts of the consumer's place of residence are competent in case of legal disputes. The Consumer can also contact the ODR platform (<http://ec.europa.eu/consumers/odr/>).

### **APPENDIX 1: MODEL WITHDRAWAL FORM**

Dear Customer, you only need to fill in and return this form if you want to revoke the contract.

To Whitee Collective, Hemelrijkstraat 41(Mar) 8510 Kortrijk, [info@whitee.store](mailto:info@whitee.store)

I/We (\*) hereby inform you that I/We (\*) withdraw from our contract of sale of the next goods/provision of the next service (\*):

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

Name(s) of consumer(s) :

Address of consumer(s) :

Signature of consumer(s)

Date :

(\*) Delete where not applicable.