

# Terms and Conditions Boards2Play

## Article 1 - Identity of the Parties

In these “Terms and Conditions” the following is understood to mean:

- 1.1 The seller: Rudi for Work bvba, can be found at [www.boards2play.be](http://www.boards2play.be) located at Stationsstraat 41, 2870 Puurs, with VAT identification number BE0628.687.979, e-mail: [info@boards2play.com](mailto:info@boards2play.com)
- 1.2 The buyer: the seller's counterparty.
- 1.3 Agreement: contract of sale between seller and buyer.

## Article 2 - Applicability and validity of general terms and conditions

- 2.1 These General Terms and Conditions apply to every offer from the seller, every order from the buyer and to every agreement concluded between the seller and buyer.
- 2.2 Before the distance contract is concluded, the text of these “General Terms and Conditions” will be made available to the buyer in such a way that it can be easily stored by the buyer on a durable data carrier.
- 2.3 The buyer is obliged to accept the “General Terms and Conditions” before concluding the agreement, failing this, no agreement can be concluded.

## Article 3 - Offers, orders and agreements

### Offers

- 3.1 All offers from the seller are without obligation and can be revoked.
- 3.2 The term of all offers applies: as long as stocks last or the term stated on the website. After the term of an offer has been exceeded, the offer lapses by operation of law and the buyer can no longer make use of the offer.
- 3.3 The website contains the most complete and accurate description of the products offered. If and to the extent that the seller uses images, these will be as true as possible representations of the products concerned. Ambiguities or obvious mistakes and/or errors in the descriptions and/or images do not bind the seller and as such cannot be enforced.

### Orders

- 3.4 The seller reserves the right to refuse an order for any reason.
- 3.5 If the seller does not accept an order or if the seller wishes to attach special conditions to the agreement, the seller will inform the buyer of this no later than within 7 working

days after receipt of the order. In this case, the seller is not obliged to pay any compensation.

### **Agreements**

3.6 Subject to the provisions of Article 3.4, the agreement is concluded at the moment that the buyer places an order with the seller on the basis of the seller's offer and the buyer meets the associated conditions.

3.7 The seller will confirm receipt of the order by electronic means. As long as the receipt of the order has not been confirmed, the buyer can dissolve the agreement.

## **Article 4 - Prices, shipping costs and payment**

4.1 All prices stated on the website [www.boards2play.be](http://www.boards2play.be) are in euros and include VAT, unless otherwise stated or agreed in writing.

4.2 All prices stated on the website [www.boards2play.be](http://www.boards2play.be) do not include shipping costs. Shipping costs are calculated on the mass volume of the order and are clearly and separately displayed before confirmation and payment of the order by the buyer.

4.3 Orders must be paid in advance. For the online payment, we work together with Mollie to ensure the security of the online transaction. Orders can be paid with Bancontact, Credit Card, KBC/CBC Payment Button, Belfius Direct Net or iDEAL. There are no transaction costs charged to the buyer when placing an order. Orders will only be shipped after the full amount of the order has been received by the seller.

4.4 The seller is entitled to implement a change of government levy in the prices stated online. The seller is not bound by the prices stated online, if they contain an obvious error or mistake. In the event of a price adjustment on the aforementioned grounds, the buyer is entitled to dissolve the agreement free of charge.

## **Article 5 - Delivery and risk**

5.1 The seller will take the utmost care when receiving and sending the ordered items.

5.2 The seller will ship the accepted orders as soon as possible in order of arrival.

5.3 Delivery usually takes place within 4 working days after the order has been received, but at the latest within 30 days after receipt of the order, unless the buyer has agreed to a longer delivery period.

5.4 In the event that the delivery is delayed, or if an accepted order cannot be delivered or can only be partially delivered, the buyer will be notified of this at the latest within 30 days after he has placed the order. In that case, the buyer has the right to dissolve the agreement without costs. The buyer is not entitled to compensation. In the event of dissolution, the seller will refund the amount received as soon as possible, but at the latest within 14 days.

- 5.5 All delivery periods are indicative. The buyer cannot derive any rights from any stated terms. Exceeding a term does not entitle the buyer to compensation.
- 5.6 The risk of damage and/or loss of products rests with the seller until delivery to the buyer, unless expressly agreed otherwise.
- 5.7 The delivery of the purchased products takes place at the address as specified by the buyer when placing the order. If the buyer is not at home at the time of delivery, he will receive a note from Bpost in the mailbox with information when a 2nd delivery attempt will follow or where he can collect the package himself.
- 5.8 The buyer is obliged to take delivery of the order at the agreed place the moment the seller delivers it or has it delivered to him, or the moment it is made available to him in accordance with the agreement. If the buyer remains in default in this regard, the costs incurred as a result will be for his account, including the related shipping costs.

## **Article 6 - Force majeure**

- 6.1 Without prejudice to its other rights, in the event of force majeure, the seller has the right, at its own discretion, to suspend the execution of the order, or to dissolve the agreement in writing without judicial intervention, without the seller being obliged to pay any compensation. unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness. This includes force majeure in the event of strikes, illness among staff, transport disruptions and import/export bans, regardless of whether this occurs at the seller's or at the seller's suppliers.

## **Article 7 - Right of withdrawal**

- 7.1 The buyer has the right to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the buyer.
- 7.2 During the cooling-off period, the buyer will handle the products and the packaging with care and only unpack or use them to the extent necessary to judge whether he wishes to keep the products, as he would be allowed to do in a regular store.
- 7.3 If the buyer wishes to make use of his right of withdrawal, he is obliged to make this known to the seller within 14 days of receipt of the products. The buyer must make this known by means of the withdrawal form, which can be found on the Boards2Play webshop. After the buyer has indicated that he wishes to make use of his right of withdrawal, the buyer must return the products within 14 days. The buyer must prove that the delivered goods have been returned in time, for example by means of proof of shipment.
- 7.4 The returned products must be returned undamaged, with all supplied accessories, and in the original packaging. If the returned items are damaged, show signs of use or generally mean that they cannot be relisted after they have been returned by the

buyer, the seller reserves the right not to proceed with a full refund. The buyer is then liable for any loss in value of the products.

### **Article 8 - Costs of right of withdrawal**

- 8.1 If the buyer makes use of his right of withdrawal, the costs of return and any associated risks are for his account.
- 8.2 The full purchase price, including the calculated shipping costs, will be refunded to the buyer by the seller as soon as possible, but at the latest within 14 days after cancellation. This is subject to the condition that the products have already been received back by the seller or conclusive proof of complete return can be submitted. Refunds will be made via the same payment method used by the buyer unless the buyer expressly authorizes another payment method.

### **Article 9 - Exclusion right of withdrawal**

- 9.1 If the products have been used, encumbered or damaged in any way by the buyer, the right to dissolution within the meaning of this paragraph lapses.

### **Article 10 – Conformity, warranty and liability**

- 10.1 All shipments are insured by the seller. If the buyer notices damage to the packaging before opening the package with ordered products, the buyer must immediately contact the seller. If the buyer has already opened the package when the buyer notices the damage, the buyer must indicate this on the return receipt.
- 10.2 The seller guarantees that the products comply with the agreement and are suitable for the intended use, as well as that the products comply with existing legal provisions and/or government regulations on the date of conclusion of the agreement.
- 10.3 Any defects or incorrectly delivered products must be reported to the seller in writing and with reasons within 14 days of delivery. Return of the products must be made in the original packaging and in new condition.
- 10.4 The seller is not liable for minor deviations considered acceptable in the trade or technically unavoidable in quality, colour, size, weight, finish and the like. The seller is also not liable if the product does not meet the buyer's expectations after use.
- 10.5 The seller's liability towards the buyer is limited to the invoice value of the product concerned.

### **Article 11 - Complaints procedure**

- 11.1 Complaints can be reported via the contact form on the Boards2Play webshop or by mail to [info@boards2play.com](mailto:info@boards2play.com).
- 11.2 Complaints about the implementation of the agreement must be submitted fully and clearly described to the seller within 7 days, after the buyer has discovered the defects.
- 11.3 Complaints submitted to the seller will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the seller will reply within the period of 14 days with a notification of receipt and an indication when the buyer can expect a more detailed answer.
- 11.4 If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
- 11.5 In the event of complaints, the buyer must first contact the seller. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

## **Article 12 – Disputes**

- 12.1 Only Belgian law applies to agreements between the seller and the buyer to which these general terms and conditions apply. Even if the buyer lives abroad.