

Terms and Conditions - www.bughouse.be

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Article 1 - Definitions

These terms and conditions include:

1. Prayer period: The term within which the consumer can use his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of occupation or business and a distance contract with the entrepreneur;
3. Day : calendar day;
4. Duration transaction: a distance agreement with respect to a range of products and / or services, whose delivery and / or purchase obligation has been spread over time;
5. Sustainable data carrier: Any means that allows the consumer or entrepreneur to store information that is directed to him personally in a way that allows future consultation and unchanged reproduction of the stored information.
6. Right of withdrawal: The possibility for the consumer to refrain from the distance agreement within the concealment period;
7. Entrepreneur: The natural or legal person who offers products and / or services at a distance to consumers;
8. Remote Agreement: An agreement whereby, within the framework of an enterprise-based system of distance selling of products and / or services, up to and including the conclusion of the agreement, only one or more communication techniques are used distance;
9. Remote communication technology: means that can be used to conclude an agreement, without the consumer and entrepreneur being simultaneously in the same space.

Article 2 - Identity of the entrepreneur

statutory name, supplemented with trade name); BUGHOUSE

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When the activity of the entrepreneur is subject to a relevant licensing system: the data on the supervisory authority:

If the entrepreneur exercises a regulated profession:

- the professional association or organization in which he is affiliated
- the job title, place in the EU or European Economic Area where it has been granted;
- a reference to the professional rules applicable in Belgium and indications where and how these professional rules are accessible.

Article 3 - Applicability

1. These terms and conditions apply to any offer of the entrepreneur and to any contractual agreement concluded between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, before the agreement is concluded on a remote basis, it is indicated that the terms and conditions of the entrepreneur will be shown and sent free of charge at the request of the consumer as soon as possible.
3. If the remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available to the consumer electronically in such a way that the Consumers can easily be stored on a durable data carrier. If this is reasonably impossible, before the distance contract is concluded, the terms of the general terms and conditions will be notified electronically and that they will be sent free of charge electronically or otherwise by the consumer.
4. In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and, in the case of contradictory terms and conditions, the consumer may always rely on the applicable provision which is for him most favorable

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true and fair view of the products and / or services offered. Apparent mistakes or manifest errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - o the price including taxes;
 - o the possible costs of delivery; o the manner in which the agreement will be established and what action is necessary for this;
 - o whether or not it applies to the right of withdrawal;
 - o the manner of payment, delivery and execution of the agreement;
 - o the time limit for acceptance of the offer or the period within which the entrepreneur guarantees the price;
 - o the amount of the distance communication fee if the cost of using remote communication technology is calculated on a different basis from the regular base rate for the communication

medium used;

o Whether the agreement is archived after the creation, and if so, how it is consulted for the consumer;

o the way in which the consumer can check and, if desired, recover the information provided by him under the agreement before the conclusion of the agreement;

o any other languages – in which, in addition to the Dutch, the agreement can be concluded;

o the codes of conduct to which the entrepreneur has been subject and the manner in which the consumer can consult these codes of conduct by electronic means; and

o the minimum duration of the remote agreement in the case of a long-term transaction

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement shall be concluded at the time of acceptance by the consumer of the offer and compliance with the conditions attached thereto.

2. If the consumer has accepted the offer by electronic means, the entrepreneur immediately confirms receipt of acceptance of the offer by electronic means. As long as the acceptance of this acceptance is not confirmed by the entrepreneur, the consumer can terminate the agreement.

3. If the agreement is established electronically, the entrepreneur finds appropriate technical and organizational measures to ensure the electronic transmission of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate safety measures.

4. The entrepreneur may, within legal frameworks, inform whether the consumer is able to meet his payment obligations, as well as all the facts and factors that are relevant for the accountability of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds for not entering into the agreement, he is entitled to refuse an order or application or to impose special conditions on the execution.

5. The business owner shall provide the consumer with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

a. The visiting address of the establishment of the entrepreneur where the consumer is entitled to complaints;

b. the conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;

c. the information about guarantees and existing post-purchase service;

d. the information contained in article 4 paragraph 3 of these terms, unless the entrepreneur has already provided this information to the consumer prior to the performance of the agreement;

e. The terms for termination of the agreement if the agreement is of a duration of more than one year or indefinite duration.

6. In the event of an overdraft transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 14 days. This term will expire on the day following receipt of the product by the consumer or a consumer appointed by the consumer and notified to the entrepreneur.

2. During the bedtime, consumers will carefully handle the product and the packaging. He will only extract or use the product to the extent that it is necessary to assess whether he wishes to maintain the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - to the vendor in the original condition and

packaging, in accordance with the reasonable and clear instructions provided by the vendor.

On delivery of services:

3. On delivery of services, the consumer has the opportunity to dissolve the agreement without notice of reasons for at least seven days, commencing on the date of entering into the contract.
4. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur in the supply and / or appearance at the time of delivery

Article 7 - Costs in case of revocation

1. If the consumer makes use of his right of withdrawal, the reimbursement costs will be at the highest.
2. If the consumer has paid an amount, the entrepreneur will repay this amount as soon as possible, but not later than 30 days after the return or cancellation.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur may exclude the consumer's right of withdrawal in so far as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal shall only apply if the entrepreneur clearly states this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. made by the entrepreneur in accordance with the specifications of the consumer;
 - b. which are clearly personal in nature;
 - c. which by their nature can not be returned;
 - d. who can spoil or age quickly;
 - e. whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence;
 - f. for newspapers and magazines
 - g. for audio and video recordings and computer software that the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. to perform accommodation, transport, restaurant or leisure activities on a particular date or during a specified period;
 - b. whose delivery has been explicitly agreed by the consumer before the period of reflection has expired;
 - c. regarding bets and lotteries.

Article 9 - The price

1. During the period of validity of the offer, prices of the products and / or services offered will not be increased, subject to changes in prices due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This tendency to fluctuations and the fact that any given prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stated this and:
 - a. These are due to statutory regulations or provisions; or
 - b. the consumer has the power to terminate the agreement as of the date of the price increase.
5. Prices mentioned in the offer of products or services include VAT.

Article 10 - Conformity and Warranty

1. The entrepreneur ensures that the products and / or services comply with the agreement, the specifications specified, the reasonable requirements of validity and / or usability and the statutory statutory date of the agreement. provisions and / or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer may apply to the entrepreneur under the agreement

Article 11 - Delivery and execution

1. The entrepreneur shall take the utmost care with regard to the receipt and execution of orders for products and in the assessment of applications for the provision of services.
2. The place of delivery is the address that the consumer has notified to the company.
3. With due regard to what is stated in Article 4 of these Terms and Conditions, the Company will carry out accepted orders at an expedited rate, but not later than 30 days, unless a longer delivery period has been agreed. If delivery is delayed, or if an order can not be executed, or only partially, the consumer will receive a message within 30 days of placing the order. In that case, the consumer has the right to dissolve the agreement without charge and the right to any compensation.
4. In the case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.
5. If delivery of a ordered product proves impossible, the entrepreneur will make an effort to make a replacement article available. Delivery will be reported in a clear and comprehensible manner that a replacement article is delivered. For replacement items right of withdrawal can not be excluded. The cost of any return shipping is at the expense of the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated and representative to the entrepreneur, unless explicitly agreed otherwise.
7. The entrepreneur can not be held liable for additional delays and charges charged by customs services.

Article 12 - Duration transactions: duration, termination and extension Termination

1. The consumer may at any time terminate an agreement for an indefinite period which includes the provision of scheduled products (including electricity) or services at any time in accordance with agreed notice rules and a notice period of no more than one month.
2. Consumers may terminate a fixed-term agreement which aims at the scheduled delivery of products (including electricity) or services at any time by the end of the specified period, in accordance with agreed notice of cancellation and a notice period of no more than one month.
3. The consumer may conclude the agreements mentioned in the previous paragraphs: - terminate at all times and not be restricted to termination at a particular time or in a specified period; - at least terminate in the same manner as they have been incurred by him; - Always terminate with the same notice period as the entrepreneur has appointed for himself. Extension
4. A fixed-term contract, which includes the provision of scheduled products (including electricity) or services, may not be tacitly renewed or renewed for a certain period of time.
5. By way of derogation from the preceding paragraph, a fixed-term contract which is intended to provide regular delivery of daily newspapers and magazines and magazines shall be tacitly extended for a period of up to three months if the consumer extends this terminate the agreement by the end of the renewal with a notice period of no more than one month.

6. An agreement entered into for a certain period of time and which involves the regular delivery of products or services may only be extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month and a notice period of no more than three months in the event of the agreement being scheduled, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. Contracts of limited duration until scheduled delivery of day, news and weekly newspapers and magazines (trial or acquaintance subscription) is not tacitly continued and ends automatically after the trial or acquisition period Expensive
8. If an agreement has a duration of more than one year, after one year, the consumer may terminate the agreement at any time with a notice period of no more than one month unless reasonable and fairness resigns before the end of the agreed duration resisting.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer shall be paid within 7 days of the commencement of the notice referred to in Article 6, paragraph 1. In the event of an agreement to provide a service, this term after the consumer has received the confirmation of the agreement.
2. In the case of sales of products to consumers, no prepayment of more than 50% may be required under general terms. When prepayment is made, the consumer can not make any right regarding the execution of the relevant order or service (s) before the prepaid payment has taken place.
3. The consumer is obliged to notify the entrepreneur without delay of any incorrect or stated payment information.
4. In case of non-payment of the consumer, subject to legal limitations, the entrepreneur has the right to charge the 25% reasonable cost of the total order costs to the consumer in advance.

Article 14 - Complaints

1. The entrepreneur has a well-known complaints procedure and deals with the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur shall be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a notice of receipt and an indication when the consumer can expect a more comprehensive response.
4. If the complaint can not be resolved by mutual agreement, a dispute arises which is susceptible to the dispute settlement.

Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer covered by these terms and conditions shall be governed exclusively by Belgian law.

Article 16 - Additional or derogatory provisions

Additional or different provisions from these terms and conditions may not be in the consumer's interest and should be written in writing or in such a way that they can be stored by the consumer in an accessible manner on a sustainable data carrier.

Article 17 - Extra terms and conditions about returning goods

1. We only accept the returning of goods when they are in perfect condition.

(do not open the triangle papers/plastic bags, - do not hydrate the pieces before returning)

2. Send the goods in the original package.
3. Send the goods with your original order form
4. Mail us before returning your goods
5. All costs incurred by returning are for the customer
6. If a package is lost or held by Customs, we can not be held responsible. We will only refund if we receive the goods in our warehouse without any transportation costs.

Article 18 - Extra terms and conditions about customs and Cites

1. We can not be held liable if you order something that is prohibited by law in your country.

If Customs takes a parcel or charges additional costs, they are fully charged to the consumer.

2. All our products are free of cites. If your country requires specific Cites, please report this to your defensive order. If you do not do this we can not be held responsible for confiscation by customs services.