

Terms and Conditions

Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the consumer during the reflection period
- Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 - Obligations of the entrepreneur in case of withdrawal
- Article 10 - Exclusion of right of withdrawal
- Article 11 - The price
- Article 12 - Compliance and extra warranty
- Article 13 - Delivery and implementation
- Article 14 - Duration transactions: duration, cancellation and extension
- Article 15 - Payment
- Article 16 - Complaints procedure
- Article 17 - Disputes
- Article 18 - Additional or different stipulations

Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these goods, digital content and / or services are supplied by the entrepreneur or by a third party on the basis of a agreement between that third party and the entrepreneur;
2. Reflection period: the period within which the consumer can exercise his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data that is produced and supplied in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;
7. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and / or services to consumers at a distance;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and / or services, up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;
11. Model revocation text: the European model revocation text included in Appendix I of these conditions. Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;

12. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

Article 2 - Identity of the entrepreneur

Annelies Nollet trading under the name Bughouse
Velodroomstraat 33 8200 Bruges
Email address: info@bughouse.be
Website: www.bughouse.be
VAT identification number: BE0870301123

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate how the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting conditions the consumer can always invoke the applicable provision that is most appropriate to him. is beneficial.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, when the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform himself whether the consumer can

meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

5. At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur will send 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 medium:

- a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about guarantees and existing after-sales service;
 - d. the price including all taxes on the product, service or digital content; insofar as applicable the delivery costs; and the method of payment, delivery or implementation of the distance contract;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the event of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

With products:

1. The consumer can terminate an agreement with regard to the purchase of a product during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).

a. Exclusion of products covered by the right of withdrawal:

- All products where Bughouse has had to perform additional actions on a standard product offered. This is the spreading of butterflies on demand, the spreading of spiders or insects on demand by the consumer. Also all special wishes regarding the framing of products (Color background, position of the insect) are not considered under the right of withdrawal.

2. The reflection period referred to in paragraph 1 commences on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:

- a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, if he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time.
- b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
- c. for contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.
- d) Buyer may return the package to Bughouse Headquarters in original packaging and at their own expense. After inspection by Bughouse, any damaged items will be deducted from the purchase amount. Wrong orders that have been placed by the buyer, ie via the webshop, by telephone or by e-mail with or without their knowledge, will not be reimbursed, but will be added to the account as bonus points after receipt of the return.

This translates as a credit balance in the buyer's account.

e. Bughouse can only be held responsible for repaying the order to the buyer if Bughouse made an unwilling or unwitting mistake in the order. Such as: Wrong goods delivered, too few goods delivered.

f. In the event of transport damage, Bughouse must be notified within 24 hours of receipt of your package.

For services and digital content that is not supplied on a tangible medium:

3. The consumer can terminate a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige him to state his reason (s).

4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended reflection period for products, services and digital content that has not been delivered on a tangible medium if you do not inform about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period ends twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the information referred to in the previous paragraph to the consumer within twelve months after the effective date of the original reflection period, the reflection period expires 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he should in a shop.

2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes further than allowed in paragraph 1.

3. The consumer is not liable for any diminished value of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will return the product, or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

3. The consumer returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer bears the direct costs of returning the product.

6. If the consumer withdraws after first expressly requesting that the provision of the service or the supply of gas, water or electricity that have not been made ready for sale commences in a limited volume or specific quantity, commences during the cooling-off period, the consumer

entrepreneur owes an amount that is proportional to that part of the obligation that was fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation.

7. If the consumer makes use of his right of withdrawal, all additional agreements will be terminated by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.
2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay, but within 14 days following the day on which the consumer reports the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer is authorized to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Fulfillment of the agreement and additional guarantee

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the statutory requirements existing on the date of the conclusion of the agreement. provisions and / or government regulations.
- If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. An additional warranty provided by the entrepreneur, his supplier, manufacturer or importer never limits the statutory rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfill his part of the contract. agreement.
3. An extra guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement.

Article 13 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without costs and the right to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and / or loss and / or damage by insects such as Anthrenus verbasci of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur, unless expressly agreed otherwise.
6. Skeletons of any shape are always shipped at your own risk. We cannot vouch for skeletons that arrive damaged due to the enormous fragility
7. In the event of loss of goods by a carrier, Bughouse is based on the fact that a package is sent by registered insured mail. In the event of loss, Bughouse will reclaim the total cost of the package from the carrier via a complaint and Bughouse will transfer the total invoice value back to the consumer after receiving it from the carrier or send a similar package to the consumer.
8. Bughouse cannot be held responsible for a return to our branch because the goods have not been collected from a postal or parcel point after the carrier has presented the parcel at the address specified by the consumer. If the consumer still wishes to receive his package, the consumer will again be charged the standard shipping costs.
9. Bughouse cannot be held responsible for following up your package after shipment or any delays incurred by the postal services. You will receive a clear Track and Trace code upon shipment that you can follow via all international postal websites.
10. Because we work with animal products, we do not accept cancellations.
11. The risk of seizure of goods by customs services is 100% for the consumer. Every consumer declares to have obtained enough information when purchasing a Bughouse product or not to enter the destination country.
12. Any customs or import taxes are entirely the responsibility of the consumer.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products or services, subject to the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate a contract that has been concluded for a definite period and that extends to the regular delivery of products or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period of no more than

one month. .

3. The consumer can the agreements mentioned in the previous paragraphs:

- cancel at any time and not be limited to cancellation at a specific time or in a specific period;
- cancel at least in the same way as they have been entered into by him;
- always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may not be automatically extended or renewed for a fixed period.

5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a limited period of up to three months, if the consumer extended it. can terminate the agreement by the end of the extension with a notice period of no more than one month.

6. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer can cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

8. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time with a notice period of no more than one month, unless the reasonableness and fairness oppose cancellation before the end of the agreed duration. resist.

Article 15 - Payment

1. Unless otherwise stipulated in the contract or additional conditions, the amounts owed by the consumer must be paid before the goods are shipped.

2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. When prepayment has been stipulated, the consumer cannot assert any rights regarding the execution of the order or service (s) concerned before the stipulated prepayment has taken place.

3. The consumer has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.

4. If the consumer does not meet his payment obligation (s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after payment has not been made within this 14-day period, statutory interest is due on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur can deviate from the aforementioned amounts and percentages for the benefit of the consumer.

Article 16 - Complaints procedure

1. Consumers can submit any complaints via the contact form.

2. Complaints about the performance of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the

date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. The consumer must in any case give the entrepreneur 4 weeks to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to the dispute settlement.

Article 17 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Belgian law.

Article 18 - Additional or different stipulations

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.