

# General terms and conditions [www.donkos.be](http://www.donkos.be)

Last modified on October 25, 2017

## table of contents

- Clause 1 – Identity of the vendor
- Clause 2 – Applicability
- Clause 3 – Our offer and your order
- Clause 4 – Right of withdrawal
- Clause 5 – Price
- Clause 6 – Payment
- Clause 7 – Conformity and warranty
- Clause 8 – Delivery and execution
- Clause 9 – Duration
- Clause 10 – Force majeure
- Clause 11 – Intellectual property
- Clause 12 – Retention of title
- Clause 13 – Complaints procedure and conflicts

## **Clause 1 Identity of the vendor**

We are:

Donko's Koffie BVBA

H. Consciencestraat 58-60

8800 Roeselare

Email address: [info@donkos.be](mailto:info@donkos.be)

Company number: 0418.455.228

VAT-number: BE0418.455.228

## **Clause 2 Applicability and conditions**

1. Our terms and conditions are applicable to every offer from us as a webshop to you as Consumer (every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market) as well as the natural or legal person who buys for professional purposes.
2. We deliver exclusively in Belgium, the Netherlands, the French mainland, Luxembourg, Germany and the United Kingdom. If you submit a delivery address outside of this country, we reserve the right to decline your order.

3. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.
4. Placing an online order on the website constitutes a formal acceptance of our terms and conditions, which are always available through our website.
5. If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
6. If in addition to these terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer can always invoke to your advantage the most preferential text if our terms and conditions would be contrary to the above special conditions.

## **clause 3            our offer and your order**

1. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.
3. Your order is complete and the contract between us is final once we confirm your order by mail and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, MasterCard, American Express, Maestro, Bancontact and iDea]. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment by name of the registered cardholder will not be accepted or processed.
4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery: at home or at another address. In the final step you are led to an overview page, you accept our terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment". If you have completed these steps, your purchase becomes final.

## **clause 4            Right of withdrawal**

1. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 days from the delivery or [1] the conclusion of the contract. You can then return your order without penalty and without giving any reason (the cost hereof is to be paid by you). Within 14 days after reception of your returned order or your indication that you wish to forgo the agreement, we will pay you back the full purchase price, by the same means of payment which you utilised for the purchase.
2. The direct costs of the return of the goods will thus be at your expense. We will indicate the costs of the return or make an assessment of the costs, if it is not reasonably possible to calculate them in advance. Should it be impossible to return the goods by postal service, we will pick up the goods from you without charging you additional costs.
3. We can refuse repayment as long as we have not received the returned goods or until you have shown you have returned the goods, depending on which event occurs first.
4. We expect you to handle the order as well as the packaging with the utmost care during the first 14 days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wishes to retain them. Returned goods may be tested, but not used. When returning the goods, you will also have to return all delivered accessories and – if reasonably possible – return the goods in their original condition and packaging as well as taking in account our instructions as listed below.
5. You can return your package through post or courier. Or deliver in our store.

6. In order to exercise your right to withdrawal quickly and correctly, both in case of delivery of services as in the case of delivery of goods, you can fill out the form below and send it to [info@donkos.be](mailto:info@donkos.be) or by post at our address, listed under Article 1. We will send you an acknowledgement of your withdrawal by email.

“MODEL WITHDRAWAL FORM”

(Only fill out and sent this form if you wish the withdrawal the agreement)

To: Donko's Koffie BVBA,

H. Consciencestraat 58-60

8800 Roeselare

[info@donkos.be](mailto:info@donkos.be)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.

7. This Article does not apply to the Buyer, natural or legal person who purchases goods for professional purposes only.

## Clause 5 Price

1. During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and all other levies. Hence, je will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. In that case, we notify that always before you definitely place your purchase. In that case, we notify this to you prior to the definitive confirmation of your order.

## Clause 6 Payment

1. We only accept advance payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make

payments with SSL no special software is required. You recognize a safe SSL-connection by the "lock" in the bottom status bar of your browser.

## **CLAUSE 7 Conformity and Warranty**

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a consumer, you dispose over a statutory 2-year warranty on goods purchased from us if this good is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.

To the extent of what is possible or reasonable, you have a choice between replacement or repair. Only if replacement or repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a reduction or to demand the dissolution of the contract of sale.

During the first six months, you can in all cases call upon the guarantee. Afterwards you have to prove that the defects in the goods are not caused by abnormal use.

This provision does not apply to the Buyer, natural or legal person who purchases goods for professional purposes only.

## **Clause 8 Delivery and execution**

1. All goods and services are delivered to the address provided by you when ordering.
2. When a good is in stock it will be delivered to the delivery address within a period of 1 to 4 working days. If a good is not in webshop stock, it will be delivered at the delivery address within a period of 3 to 6 working days. We inform you of the delivery period in your order confirmation.
3. Deliveries are made exclusively in Belgium, the Netherlands, the French mainland, Luxembourg, Germany and the United Kingdom.
  - Belgium and the Netherlands: Orders on working days before 4 pm will be delivered the next business day.

Transport costs amount to 5.95 € per order. Free delivery from an order of 45,00 €

- The French mainland, Luxembourg, Germany and the United Kingdom: Orders on working days before 4 pm will be delivered within 2 to 3 business days.

Transport costs amount to 9.95 € per order. Free delivery from an order of 95,00 €

4. If we are not able to deliver on time, we will always notify you before the to the end of the delivery period. If we do not, you can cancel your order for free. In that case we will refund you within 30 days after dissolution of the agreement.
5. The shipment of goods and gift vouchers is always at our risk. So you do not have to worry about goods lost during transportation. If you, however, return goods to us within 14 days after delivery because you prefer not to keep them, you will be responsible for the transportation.
6. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days. Subsequently, you have to send the goods back within 14 calendar days after delivery

We cannot be held responsible for any consequential damage suffered due to late delivery or non-delivery by the transporter assigned by the company. In such cases our liability remains limited to the value of the goods of which it is shown that they were not received by the customer.

## **CLAUSE 9 Duration**

1. The Consumer has the right to terminate a contract of indefinite duration at any time, with due observance of the agreed termination rules and notice of at least one month.
2. A contract which was entered into for a definite period of time has a duration of maximum two years.
3. If a sale of goods contract for a definite period of time stipulates that in the case of non-action of the Consumer the Distance Contract will be extended, the contract will be continued as a contract of indefinite duration and will require a notice of at least one month.
4. If a contract for the provision of services for a definite period of time was concluded between the Company and the Consumer and contains a clause to tacit renewal. This clause will be placed in bold letters and in a frame separated from the text, on the front side of the first page.
5. This clause will contain the consequences of a tacit renewal, among which are the provision of the next paragraph with regards to denunciation as well as the last possible date of opposition against the tacit renewal by the Consumer and the manner of notification of this opposition. The Consumer may, after the tacit renewal of a service contract of definite duration, at any given time and without any compensation terminate the contract, with due consideration of a notice of maximum two months.

## **CLAUSE 10 Force majeure**

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

## **Clause 11 Intellectual property**

1. Our website, logos, texts, photographs, names, and in general all our communications are protected by intellectual property rights either belonging to us or our suppliers or other claimants.
2. It is forbidden to use and/or change any of the intellectual property rights as described in the present clause. So you may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc. ...without our prior written and explicit consent.

## **clause 12 Retention of title**

1. The goods delivered remain the property of the seller until full payment is received for the principal, interest and applicable charges. Risk transfers to the buyer upon entering the agreement.
2. The delivery of the goods shall occur within 30 calendar days. The shipment costs [and insurance] are included in the price listed in the contract.
3. The buyer must ensure that the goods can be delivered and installed by the seller in a normal manner at the agreed place and time, and thus ensure amongst other things that the place of delivery is accessible. If these conditions are not met, the buyer is required to compensate the seller for all damages, including waiting time, to reimburse storage costs and costs for the preservation of the case. If the buyer of the goods unfairly refuses a delivery, the seller is entitled to sell the goods to a third party without prejudice to any compensation for damages.

## clause 13      **Complaints procedure and conflicts**

1.      We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us at [info@donkos.be](mailto:info@donkos.be), or by post at our address, listed under clause 1. We will do the utmost to deal with your complaint within 7 days.
2.      All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.

The applicability of the Vienna Sale Convention is expressly ruled out

3.      By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en>.

In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <http://ec.europa.eu/odr> .