

## *Conditions of sales*

The corporate headquarters of ArtiCadeau SPRL is located at 5330 Assesse, Rue Pirot 1 in Belgium.

The operational offices of ArtiCadeau SPRL are located at Parc Créalys, Building Cassiopée, Rue Jean Sonet 21/11 at 5032 Isnes in Belgium.

The company is registered at the Commercial Register (RC.) of NAMUR under the n°0891.053.282. (RPM Namur - VAT BE 0891.053.282) e-mail : contact[at]jarticadeau.com .

1. Unless specified otherwise in writing, all transactions between ArtiCadeau SPRL and its customers are determined by the sales conditions described here and accepted by the customer even if these conditions differ from the purchase conditions of the customer. The sales conditions are available in the different languages specified on the website.
2. The customer declares that the goods purchased are intended solely for himself or to offer for free. For resale or points of sales, please contact ArtiCadeau SPRL.
3. The information about products, pricing, and delivery dates, as well as the detailed order information on the website are communicated to the customers for information purposes only and may be modified without prior notice. The pictures are not contractual.
4. The products are delivered with GLS, UPS, TNT or the Belgian Post in the following countries : The Netherlands, Germany, Austria, Belgium, Cyprus, Denmark, Spain, Estonia, United States of America, Finland, France (metropolitan), Greece, Ireland, Italy, Luxemburg, Monaco, United Kingdom, Norway, Portugal, Sweden, Switzerland, and Vatican. The products can also be delivered in Belgium with Kiala. ArtiCadeau SPRL will not pay any damages or fines for late deliveries. In case of delivery outside of European Union, the duties or custom fees will be paid entirely by the customer.
5. Contrary to the general rule of article 1583 of the Civil Code, ArtiCadeau SPRL will remain owner of the goods sold until the day of the full payment of the order, of interests and damages if any. If the customer choose to pay with a bank transfer (outside the website), the customer must pay into 15 days after date of purchase. After this delay, the order will be cancelled.
6. Given that ArtiCadeau SPRL is an intermediary, it limits the warranties on all goods to the warranties offered by its suppliers. To the extent allowed under these sales conditions. ArtiCadeau SPRL's liability is limited to refunding the customer for (or replacing) the damaged products and will not pay any damages to the customer. Even when an ArtiCadeau supplier does not live up to its own warranties, for instance in case of bankruptcy, ArtiCadeau SPRL is not responsible to the customer. ArtiCadeau SPRL is not responsible for material, physical or other damages or losses that a customer or any third party could suffer from the use of the goods.
7. The products property transfer to the buyer will be completely done after entire payment of the order by the buyer, and whatever the delivery dates of the order. Nevertheless, the loss and deterioration risk for the products will be achieved as of the delivery of the order will be taken by the buyer.
8. Under the distance selling provisions of the Belgian Act of 14 July 1991, amended on April 16<sup>th</sup> 2010, the consumer has a period of 15 working days following the receipt of the goods to withdraw from the contract without penalty and without giving any reason. The consumer will be authorized to return the goods at his own risk and own expense to the ArtiCadeau SPRL work office. As of reception of the order, ArtiCadeau SPRL will refund the customer in maximum 30 days. Nevertheless, the consumer may not exercise the right of withdrawal in respect to contracts for the supply of goods made to the consumer's specifications (example: personalized jewels) as said in the article 80 § 4 of the law about commercial practices.
9. By ordering on the internet website of ArtiCadeau SPRL, the customer agrees that ArtiCadeau SPRL processes his personal data for purposes such as the administration of the client data base, processing the orders, deliveries and invoices, credit checks, marketing and advertising. Data processing for marketing and advertising purposes will only occur if the client has given his explicit approval during the order process. ArtiCadeau SPRL will not transfer the personal data to any third party. The client has the right to access his personal data and to arrange for modifications to be made, where errors exist. The client may oppose at any time and at no cost, the further processing of his personal data for direct marketing purposes by merely sending a written notice to the e-mail address mentioned above. More information can be obtained at the registry of the Commission for Privacy Protection in Brussels.
10. If any of the above conditions should be cancelled, all other conditions will remain valid to the fullest extent permitted by the law.
11. All parties agree to accept electronic evidence (e.g. e-mails, back-ups...) as binding evidence in case of disputes.
12. All disputes regarding the interpretation, validity or execution of the contract are governed by Belgian law and fall under the exclusive jurisdiction of the courts in Namur.