

## GENERAL TERMS AND CONDITIONS OF BULO WEBSHOP

Bulo values the trust you place in us and takes your rights seriously.

### Company details

Bulo NV  
Blarenberglaan 6 B- 2800 Mechelen  
[info@bulo.be](mailto:info@bulo.be)  
+32 15 28 28 28  
VAT BE 0459 905 605  
RPR Mechelen  
Reg. 02 28 02

### Article 1: General provisions

The e-commerce website of Bulo NV with registered office at Blarenberglaan 6, 2800 Mechelen, VAT BE 0459 905 605 (hereinafter '[Bulo]') offers its customers the opportunity to purchase the products from its online webshop.

These General Terms and Conditions ("Terms") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order through Bulo's webshop, the Customer must explicitly accept these Conditions, thereby agreeing to the applicability of these Conditions, to the exclusion of all other conditions. Additional terms and conditions of the Customer are excluded, except when they have been explicitly accepted by Bulo in advance, in writing.

### Article 2: Price

All stated prices are expressed in EURO, always including VAT and all other duties or taxes that are obligatory to be paid by the Customer. For certain products a transport cost is charged with a maximum of 50 Euro. This transport cost is shown before the Customer makes the payment.

The indication of price only refers to the articles as described verbatim. The accompanying photos are decorative and may contain elements that are not included in the price. The offers and prices are valid on the day when they are offered on the website.

If one or more of the cost factors undergo a change after the conclusion of the agreement but before delivery, Bulo is entitled to adjust the agreed price accordingly.

### Article 3: Offer

Despite the fact that the online catalog and the e-commerce website are compiled with the greatest possible care, it is still possible that the information provided is incomplete, contains material errors, or is not up-to-date. Obvious mistakes or errors in the offer are not binding for Bulo. As far as the correctness and completeness of the information provided, Bulo is only bound to an obligation of means. Bulo is under no circumstances liable in the event of manifest material errors, typesetting or printing errors.

If the Customer has specific questions about, for example, sizes, color, availability, delivery time or delivery method, we request the Customer to contact our customer service in advance.

The offer can be adjusted or withdrawn by Bulo at any time. Bulo cannot be held liable for the unavailability of a product. If an offer has a limited validity or is made subject to conditions, this will be explicitly stated in the offer.

Once delivered, Bulo is not obliged to deliver products if these products have been taken out of production or have lapsed from its sales program for any other reason.

### Article 4: Online purchases

The Customer can place goods in the virtual shopping cart. He has the opportunity to view the chosen goods and to check his order. By clicking on the "Place order" button, the Customer makes a binding offer for the conclusion of a purchase contract for the goods placed in the virtual shopping cart.

The order is forwarded to Bulo. The Customer will receive an electronic confirmation of his order by e-mail. Bulo expressly points out that this order confirmation does not constitute acceptance of the order. Contracts are only concluded by the order confirmation sent by e-mail at a later date or by delivery of the goods to the Customer.

Unless explicitly agreed otherwise, payment is made in advance by means of a payment method offered by Bulo on its website, such as iDeal, Bancontact, Mister Cash, etc.

Bulo is entitled to refuse an order due to a serious shortcoming of the Customer with regard to orders in which the Customer is involved.

### Article 5: Delivery and execution of the agreement

The Customer sees in the online shop which goods are immediately available, resp. which goods are only available for a limited time and which goods must be produced. The statements of delivery periods in offers, confirmations and / or contracts are made to the best of our knowledge and will be observed as much as possible, but are not binding. If these terms are exceeded, Bulo will contact the Customer.

Delivery is made to the delivery address specified by the customer. The delivery address may differ from the billing address. If no delivery address is specified, delivery will be made to the billing address.

Bulo is entitled to invoice partial deliveries and each part separately and to demand payment in accordance with the applicable payment conditions.

Items ordered through this webshop are delivered in Belgium, the Netherlands and Luxembourg.

Bulo works together with the transport company TNT and other transport companies. Large goods (> 130 cm wide) can be delivered and unpacked and installed on site for a fee. If the Customer wishes, he can state this in the "Order notes" box during the ordering process. Bulo then provides the Customer with a quote for transport and installation for the ordered goods. Bulo is obliged to carry out transport and installation under the conditions stated in the quotation if the Customer sends the relevant quotation signed to Bulo for approval.

Unless otherwise agreed or expressly determined otherwise, the goods will be delivered to the delivery address specified by the Customer within 30 days after the goods are available at Bulo.

The goods leave Bulo in good condition and are protected against transport damage. The goods are insured against transport damage. Therefore, check the packaging for damage before opening and photograph any damage to the packaging. If in this unlikely case not only the packaging but also the product is damaged, this must be communicated to the transport company on site by means of a note on the delivery note of the carrier. The Customer must contact Bulo within 24 hours by e-mail at [info@bulo.be](mailto:info@bulo.be) accompanied by a description and photos of the damage.

The risk of loss or damage passes to the Customer as soon as he (or a third party designated by him, who is not the carrier) has physically taken possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, if the Customer's carrier has been ordered to transport the goods and this choice was not offered by Bulo.

Packaging materials are not taken back by Bulo.

If it proves impossible to deliver the products to the Customer due to a cause within the Customer's sphere of activity, Bulo reserves the right to store those

products (or have them stored) at the expense and risk of the Customer, without incurring any liability. On the part of Bulo arises for damage, depreciation, loss or otherwise. During storage, a term of 30 days applies within which Bulo will enable the Customer to purchase or receive the products, unless Bulo has explicitly set a different term in writing. If, even after expiry of the storage period, the Customer fails to fulfill his obligations, the Customer will be in default by operation of law and Bulo has the right to cancel the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without compensation of damage, costs or interest to be obliged to dissolve in whole or in part. Bulo is, where appropriate, entitled to sell the products to third parties or to use them for the implementation of other agreements.

The foregoing does not affect the Client's obligation to pay the agreed purchase price, as well as any storage and / or other costs.

#### **Article 6: Retention of title**

The delivered items remain the exclusive property of Bulo until full payment has been made by the Customer.

The Customer undertakes, if necessary, to inform third parties of Bulo's retention of title, for example to anyone who would seize the articles not yet fully paid for.

#### **Article 7: Right of withdrawal**

The provisions of this article only apply to Customers who, in their capacity as consumers, purchase articles online from Bulo.

The Customer has the right to withdraw from the agreement within 14 calendar days without giving reasons.

The withdrawal period expires 14 calendar days after the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the good. "In order to comply with the withdrawal period, the Customer must give his communication concerning his exercise of the right of withdrawal. send before the withdrawal period has expired.

To exercise the right of withdrawal, the Customer must inform Bulo, Blarenberglaan 6, 2800 Mechelen, [info@bulo.be](mailto:info@bulo.be), fax +32 (0) 15 28 28 29, via an unambiguous written statement (e.g. by post or e-mail). mail) of his decision to withdraw from the contract.

The Customer must return or hand over the goods to Bulo, Blarenberglaan 6, 2800 Mechelen, Belgium, without delay, but in any case no later than 14 calendar days after the day on which he has notified Bulo of his decision to cancel the agreement. The Customer is on time if he returns the goods before the period of 14 calendar days has expired.

The direct costs of returning the goods will be paid by the Customer.

If the returned product is in any way reduced in value, Bulo reserves the right to hold the Customer liable and claim compensation for any depreciation of the goods resulting from the use of the goods by the Customer goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

Only items that are in the original packaging, together with all accessories, instructions for use and invoice or proof of purchase can be taken back.

If the Customer cancels the agreement, Bulo will refund all payments received from the Customer to the Customer within a maximum of 14 calendar days after Bulo has been informed of the Customer's decision to cancel the agreement. In the case of sales agreements, Bulo can wait with the reimbursement until it has received all the goods back, or until the Customer has demonstrated that he has returned the goods, whichever comes first.

Any additional costs resulting from the Customer's choice of a different method of delivery than the cheapest standard delivery offered by Bulo will not be refunded.

Bulo will pay back the Customer with the same payment method with which the Customer carried out the original transaction, unless the Customer has explicitly agreed otherwise; in any case, the Customer will not be charged for such reimbursement.

The Customer cannot exercise the right of withdrawal for the delivery of goods manufactured according to the Customer's specifications, or which are clearly intended for a specific person.

#### **Article 8: Warranty**

Pursuant to the law of September 21, 2004 on the protection of consumers in the sale of consumer goods, the consumer has legal rights. This legal guarantee applies from the date of delivery to the first owner. Any commercial guarantee does not affect these rights.

In order to invoke the warranty, the Customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods.

For items purchased online and delivered to the address specified by the Customer, the Customer must contact Bulo's customer service and return the item to Bulo at his expense.

If a defect is found, the Customer must inform Bulo as soon as possible. In any case, any defect must be reported by the Customer within a period of 14 calendar days after it has been established. Afterwards, any right to repair or replacement lapses.

The (commercial and / or legal) guarantee never applies to defects that arise as a result of accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, non-compliance with the instructions for use or manual, adjustments or changes to the item, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Wood is a natural material. Under the influence of the environment (eg light, humidity, ...) wood can undergo certain changes. This is a natural process that can in no way be regarded as a defect or shortcoming.

Defects that manifest themselves after a period of 6 months following the date of purchase, if applicable, delivery, are deemed not to be hidden defects, unless the Customer proves otherwise.

Goods that are transported or sent to Bulo for repair, replacement or for assessment under warranty remain at all times at the risk of the Customer, regardless of who determined the method of transport or shipment and regardless of who pays the costs thereof.

If a complaint has been made in a timely, correct manner and in accordance with the above provisions and, in the reasonable opinion of Bulo, it has been sufficiently demonstrated that the products are defective, Bulo will have the choice either to redeliver the defective products free of charge against return of the defective products, either to repair the products concerned, or to grant the Customer a discount on the purchase price to be determined in mutual consultation, unless explicitly agreed otherwise by Bulo and the Customer in a written agreement.

By fulfilling one of the above mentioned performances, Bulo will be fully discharged with regard to its guarantee obligations and Bulo will not be obliged to pay any further (damage) compensation.

If Bulo delivers products to the Customer, which Bulo has obtained from suppliers, Bulo is never obliged to a more extensive guarantee or liability towards the Customer than that which Bulo can claim from its supplier.

In all cases, the term within which Bulo can be held liable for compensation for damage is limited to 12 months after delivery.

#### **Article 9: Customer service**

Bulo's customer service can be reached on telephone number +32 (0) 15 28 28 28 by e-mail at [info@bulo.be](mailto:info@bulo.be) or by post at the following address: Blarenberglaan 6, 2800 Mechelen, Belgium. Any complaints can be directed to this address.

#### **Article 10: Penalties for non-payment**

Without prejudice to the exercise of other rights that Bulo has at its disposal, in the event of non-payment or late payment from the date of the breach of contract, the Customer is legally and without notice obliged to an interest of 10% per year on the unpaid amount. In addition, the Customer is legally obliged to pay a fixed compensation of 10% on the amount concerned, with a minimum of 25 euros per invoice.

Notwithstanding the foregoing, Bulo reserves the right to take back items that have not been paid (in full).

#### **Article 11: Privacy**

Bulo respects the Belgian law of December 8, 1992 regarding the protection of privacy in the processing of personal data.

The personal data provided by you will only be used for the following purposes: the execution of the concluded agreement, the processing of the order, sending newsletters, advertising and / or marketing purposes.

You have a legal right to inspect and possibly correct your personal data. Provided proof of identity (copy of identity card), you can obtain a written notification of your personal data free of charge via a written, dated and signed request to Bulo, Blarenberglaan 6, 2800 Mechelen, Belgium, [info@bulo.be](mailto:info@bulo.be). If necessary, you can also ask to correct the data that are incorrect, incomplete or not relevant.

In case of use of data for direct marketing: You can object free of charge to the use of your data for direct marketing. You can always contact Bulo, Blarenberglaan 6, 2800 Mechelen, Belgium, [info@bulo.be](mailto:info@bulo.be).

We treat your data as confidential information and will not pass it on, rent or sell it to third parties.

The customer is responsible for keeping his login details confidential and for the use of his password. Your password is stored encrypted, so Bulo has no access to your password.

Bulo keeps online (anonymous) visitor statistics in order to be able to view which pages of the internet site are visited to what extent.

If you have any questions about this privacy statement, please contact us at Blarenberglaan 6, 2800 Mechelen, Belgium, +32 (0) 15 28 28 28 or [info@bulo.be](mailto:info@bulo.be).

#### **Article 12: Use of cookies**

During a visit to the site, 'cookies' can be placed on the hard drive of your computer. A cookie is a text file that is placed by the server of a website in the browser of your computer or on your mobile device when you visit a website. Cookies cannot be used to identify persons, a cookie can only identify a machine.

Bulo uses Third Party cookies. These are cookies that do not come from the website itself, but from third parties, such as Facebook, Google Analytics and JustCX. For such cookies, the visitor to the site must first give permission via a pop-up on the website, with reference to this policy, which, however, does not prevent further surfing on the website.

You can set your internet browser in such a way that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard drive. You can do this via the settings of your browser (via the help function). Keep in mind that certain graphic

elements may not appear correctly, or that you will not be able to use certain applications.

By using our website, you agree to our use of cookies.

#### **Article 13: Infringement of validity - non-renunciation**

If any provision of these Terms is declared invalid, illegal or void, this will in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by Bulo to enforce or exercise any right of any of the rights listed in these Terms will never be regarded as a waiver of such provision and will never affect the validity of these rights.

#### **Article 14: Change of conditions**

These Conditions are supplemented by other conditions to which explicit reference is made, and the general terms and conditions of sale of Bulo. In the event of a conflict, these Terms and Conditions will prevail. In the event of an explanation of the content and scope of these general terms and conditions as well as in the event of a conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text will always be decisive.

The most recently filed version or the version that applied at the time of placing the order always applies.

#### **Article 15: Evidence**

The Customer accepts that electronic communications and backups can serve as evidence.

#### **Article 16: Applicable law - Disputes**

Belgian law is applicable, with exception of the provisions of private international law regarding applicable law.

The courts of the Consumer's place of residence have jurisdiction in legal disputes. The Consumer can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).