



HET ANKER



General Terms And Conditions Het Anker Shop

Company details

HET ANKER nv

Address:

Guido Gezellelaan 49, 2800 Mechelen, Belgium

Company registration number: BE 0400.793.706

Bank account number: BE24 0017 0394 4638 – BIC GEBABEEB

E-mail: webshop@hetanker.be

Telephone: 0032 15 287 141

Return address

HET ANKER – SHOPWEDO

Address:

Egide Walschaertsstraat 22A, 2800 Mechelen, Belgium

E-mail: webshop@hetanker.be

Article 1: General provisions

The e-commerce website of Het Anker nv, a limited liability company (Naamloze Vennootschap) with registered office at Guido Gezellelaan 49, 2800 Mechelen, Belgium, VAT BE 0400.793.706, (hereinafter referred to as 'Het Anker') offers its customers the possibility to purchase the products from its webshop online.

These General terms and conditions ("Conditions") apply to every order placed by a visitor to this e-commerce website ("Customer"). When placing an order through the webshop of Het Anker, the Customer must explicitly accept these Conditions, with which he agrees 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 Het Anker beforehand and in writing.

Article 2: Price

All specified prices are expressed in euros, they are always inclusive of VAT and all other taxes or duties to be borne by the Customer.

Delivery, reservation or administrative fees are specified separately.

The specified price refers exclusively to the articles as described verbatim. The accompanying photographs are decorative and may contain elements that are not included in the price.

Article 3: Offer

Despite the fact that the online catalogue and the e-commerce website are compiled with the greatest possible care, it is still possible that the information offered is incomplete, contains material errors, or is not up-to-date. Obvious errors or mistakes in the offer do not bind Het Anker. In terms of the correctness and completeness of the offered information, Het Anker is only bound by a best-effort commitment. Under no circumstances shall Het Anker be liable in the event of manifest material errors, misprints or printing errors.

The offer is valid while stocks last and can be adjusted or withdrawn by Het Anker at any time. Het Anker cannot be held liable for the unavailability of a product. If an offer is of limited duration or if certain conditions apply, it shall be explicitly specified in the offer.



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Article 4: Online purchases

The buyer selects items online he/she wishes to order and goes through the check-out procedure, including the registration of the personal data, delivery details and payment data.

The agreement between Het Anker and you, the buyer, is reached at the moment that you have accepted and complied with the conditions specified by Het Anker. Het Anker always confirms the purchase by e-mail. If a confirmation e-mail has not yet been sent, the agreement is not yet in force. Payment of ordered articles is only possible using the suggested payment instruments. To guarantee a secure online payment and the security of your personal data, the transaction data are transmitted over the internet, encrypted with SSL technology.

The Customer has the choice between the following payment methods:

- by credit card
- by debit card

Het Anker is entitled to refuse an order or to subject it to additional conditions due to a serious shortcoming on the part of the Customer with respect to orders involving the Customer, an incomplete order procedure, orders by minors, large orders or problems with previous orders, etc.

Each order is provided by default with a pro forma invoice. Official invoices are only generated on request. Due to VAT reasons this is only possible for Belgian customers. You can send your request to webshop@hetanker.be

Article 5: Delivery and performance of the agreement

The delivery times specified by Het Anker are approximate and are not strict deadlines. Unless otherwise agreed or explicitly specified otherwise, the goods will be delivered to the Customer's place of residence within 30 days of receipt of the order. If we cannot deliver on time, we will notify the Customer before the expiry of the scheduled delivery time. To the extent possible, we will contact the Customer by e-mail or telephone to give him the opportunity, before delivery, to reschedule his order or to cancel it in full or in part.

If you ordered an article that is temporarily out of stock, it will be indicated when the product is available again. As soon as the articles to be delivered have been delivered to the specified delivery address, the risk with regard to these products is transferred to the buyer.

Different conditions may apply to deliveries abroad.

Het Anker delivers in the following countries: Belgium, Netherlands. If an order cannot be delivered to the country of destination, the customer will be informed and Het Anker reserves the right to cancel the order.

Delivery shall only be made by courier service unless otherwise agreed prior to the agreement.

The delivery or shipping costs will be communicated to you before confirmation of your purchase. If the shipping costs cannot be automatically calculated, they will be specified and/or an indication of the shipping costs will be provided.

Any visible damage and/or qualitative shortcoming of an article or another shortcoming in the delivery must be reported immediately by the Customer to Het Anker.

The risk of loss or damage shall pass to the Customer as soon as he (or a third party other than the carrier and indicated by the Customer) has acquired physical possession of the goods.

Article 6: Reservation of title

The delivered articles remain Het Anker's exclusive property until the moment of full payment by the Customer.

The Customer undertakes, if necessary, to inform third parties of Het Anker's reservation of title, e.g. to any person who intends to seize the articles that have not yet been paid for in full.



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Article 7: Right of withdrawal

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

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

The withdrawal period expires 14 calendar days after the day on which the Customer or a third party other than the carrier and indicated by the Customer acquires physical possession of the goods.

To exercise the right of withdrawal, the Customer must notify Het Anker of its decision to withdraw from the agreement by means of an unequivocal statement by e-mail (see model form below) to webshop@hetanker.be.

To comply with the withdrawal period, the Customer must send his/her notice of the exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must return or hand over the goods to Het Anker without delay, but in any case no later than 14 calendar days after the day on which he/she notified Het Anker of his/her decision to withdraw from 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 shall be borne by the Customer.

If the returned product has somehow lost some of its value, Het Anker reserves the right to hold the Customer liable and to claim damages for any lost value of the goods resulting from the use of the goods by the Customer that goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.

Only unused articles, together with all accessories, instructions for use and invoice or proof of purchase can be taken back.

If the Customer withdraws from the agreement, Het Anker shall refund all payments received from the Customer up to that point, including the standard delivery costs, within a maximum of 14 calendar days after Het Anker has been informed of the Customer's decision to withdraw from the agreement.

In the case of sales contracts, Het Anker may delay reimbursement until it has received all the goods back, or until the Customer has proved that it has returned the goods, whichever is the earliest.

Any extra costs resulting from the Customer's choice of delivery method other than the cheapest standard delivery offered by Het Anker will not be refunded.

Het Anker refunds the Customer with the same payment instrument as with which the Customer made the original transaction, unless the Customer has explicitly agreed otherwise; in any case no costs shall be charged to the Customer for such refund.

The Customer cannot exercise the right of withdrawal for:

- the delivery of goods manufactured to the Customer's specifications, or which are clearly intended for a specific person (including personalised articles or customisation)
- the delivery of goods that deteriorate quickly or with a limited shelf life;
- the delivery of alcoholic beverages, the price of which was agreed when the sales agreement was reached but the delivery of which can only take place after 30 days and the actual value of which depends on fluctuations in the market outside the company's control;
- the goods which, for reasons of hygiene and health, cannot be returned after the seal has been opened;



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Article 8: Guarantee

In pursuance of the Belgian Act of 21 September 2004 on consumer protection in respect of consumer good sales 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.

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

For articles purchased online and delivered to the Customer's home, the Customer must contact Het Anker's customer service department (webshop@hetanker.be) and return the article to Het Anker at his/her own expense.

If a defect is found, the Customer must inform Het Anker as soon as possible. With regard to the delivery of goods, we apply the statutory minimum warranty period of two years if the good does not conform to the order placed. This means that if the good is faulty or defective, a free repair or replacement is possible up to two years after delivery.

As far as possible and reasonable, you have the choice between repair or replacement. Only in case the repair or replacement is excessive or impossible or cannot be carried out within a reasonable period of time, you are entitled to demand a price reduction or the termination of the sales contract.

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 manual or instructions for use, adjustments or modifications to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects that manifest following the date of purchase, or delivery if applicable, are deemed not to be hidden defects, unless the Customer can prove otherwise.

Article 9: Customer service

The customer service for online orders can be reached by e-mail: webshop@hetanker.be or by post at the following address: Het Anker – ShopWeDo, Egide Walschaertsstraat 22A, 2800 Mechelen, Belgium. Any complaints relating to orders placed on the webshop of Het Anker can be sent to this address.

The Customer can also contact the Consumer Mediation Service. This autonomous public service functions as a single point of contact for disputes between consumers and companies:

<https://consumerombudsman.be/en>

In the event of disputes of a cross-border nature, the Customer can also appeal to the Online Dispute Resolution platform of the European Union : <http://ec.europa.eu/odr>.

Article 10: Penalties for non-payment

Without prejudice to the exercise of other rights available to Het Anker, in the event of non-payment or late payment, the Customer shall owe interest of 10% per annum on the unpaid amount as of the first notice of default, ipso jure and without any additional reminder.

In addition, the Customer shall owe fixed damages of 10% on the amount in question, with a minimum of 25 euros per invoice by operation of law and without further notice.

Without prejudice to the preceding, Het Anker reserves the right to take back articles that have not been (fully) paid for.



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Article 11: Privacy

The data controller, Het Anker, respects the Belgian Act of 30 July 2018 on the protection of privacy in relation to the processing of personal data.

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

Users have a statutory right to inspect and possibly correct their personal data. Subject to proof of identity (copy of your identity card), you can obtain written notification of your personal data free of charge via a written, dated and signed request to Het Anker nv, Guido Gezellelaan 49, 2800 Mechelen - webshop@hetanker.be. If necessary, you can also ask to correct any data that are incorrect, incomplete or not relevant.

In the event of the use of data for direct marketing: You can object to the use of your data for direct marketing purposes free of charge. For this, send a request to Het Anker nv, Guido Gezellelaan 49, 2800 Mechelen – webshop@hetanker.be.

We treat your data confidentially and will not disclose it, lease or sell it to third parties.

The customer is personally responsible for keeping his/her login data and password confidential. Your password is stored in encrypted form, which means Het Anker has no access to your password.

Het Anker keeps anonymous visitor statistics online to see which pages of the website are visited and to what extent.

If you have questions about this privacy statement, you can contact us via Het Anker nv, Guido Gezellelaan 49, 2800 Mechelen – webshop@hetanker.be.

Article 12: Use of cookies

When you visit the site, 'first party cookies' can be placed on your computer's hard disk. Such cookie is a text file that is placed by the server of a website in the browser of your computer or mobile device when you consult a website. The aim of a cookie is the optimal functioning of the site. These cookies cannot be used to identify people, a cookie can only identify a machine.

You can set your internet browser to not accept cookies, that you receive a warning when a cookie is installed or that the cookies are subsequently deleted from your hard drive. You can do this in the settings of your browser (via the help-function). Keep in mind that certain graphic elements may not appear correctly, or that you may not be able to use certain applications.

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

Article 13: Violation of the validity - non-waiver

If a provision of these Conditions is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by Het Anker to enforce any of the rights specified in these Conditions, or to exercise any right thereof, shall never be construed as a waiver of such provision and shall never affect the validity of such rights.

Article 14: Amendment of conditions

These Conditions are supplemented by other conditions that are explicitly referred to and the General Conditions of Sale of Het Anker. In case of contradiction, these Conditions shall prevail.

Article 15: Proof

The Customer accepts that electronic communications and back-ups can be used as evidence.



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Article 16: Applicable law - disputes

This agreement is governed by Belgian law, with the exception of the provisions of International Private law relating to the applicable law.

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