



Vente-Exclusive.com NV

These General Terms and Conditions apply to Belgian users. Vente-Exclusive.com also subscribes to the [code of conduct of BeCommerce.be](#)

Article 1 - SCOPE

These General Terms and Conditions only outline the framework for the commercial relationships that may arise between a member and the company Vente-Exclusive.com. They take precedence over any other general or specific condition.

Article 2 - ACCEPTANCE

The use of the website www.Vente-Exclusive.com or the placement of an order with the company Vente-Exclusive.com NV implies that the member or customer accepts these General Terms and Conditions unconditionally and unequivocally.

Article 3 - CONTACT DETAILS

Vente-Exclusive.com is a limited liability company incorporated under Belgian law and established in Belgium at B-1601 Ruisbroek, 65 Humaniteitslaan. It is registered in the commercial register of Ghent under company number 0885.188.247, and with the intra-community VAT number BE 0885.188.247. Telephone (0) 2 893 45 00. Email: feedback@vente-exclusive.com

Article 4 - DEFINITIONS

Services: all of the services that are offered by the company Vente-Exclusive.com on its website in general and the sales of goods and services via the Internet in particular. **Member:** any person who has registered on the website of Vente-Exclusive.com. **Customer:** any member who enters into a commercial relationship with Vente-Exclusive.com by purchasing a product or service via the website of Vente-Exclusive.com. A customer is deemed to be authorized to make this purchase, and to be authorized to enter into a commercial transaction with Vente-Exclusive.com **Supplier:** any company that has mandated Vente-Exclusive.com to sell its products through the website of Vente-Exclusive.com. **Order:** any order that is placed by a customer in accordance with the terms described in Article 6.

Article 5 - REGISTRATION

Any person can become a member of Vente-Exclusive.com by registering on the website of Vente-Exclusive.com.

Vente-Exclusive.com offers its members the opportunity to invite friends and family to become a member. The membership is free. However, in order to preserve the exclusive character of the services of Vente-Exclusive.com, invitations must be limited to one's circle of family and friends. Inviting people outside one's circle of family and friends in massive numbers, in whatever way, is prohibited.

Article 6 - ORDERING

You must be of legal age to place an order on Vente-Exclusive.com. Minors or other persons who are not of full legal capacity must be represented by their parents or a legal representative, who shall also be bound by our general terms and conditions and sales conditions. The products and services as defined in Article 4 are offered for sale through the website www.Vente-Exclusive.com. Irrespective of any written evidence that the customer may possess, it is expressly agreed that only the data that are recorded in the computer system of Vente-Exclusive.com, its hosting partner or its Internet payment service provider will serve as proof of the communications, the contents of the order and the entirety of the transactions that have taken place between the parties. In all cases the customer shall receive a confirmation of his/her order via email after the purchase, and a second email at the time of shipment of the order by Vente-Exclusive.com. All contractual information regarding the order is communicated to the member in the language chosen by the member at the time of his/her registration. This information shall be reconfirmed once more by email and on paper at the latest upon delivery of the order to the customer, in accordance with Article 9 of these General Terms and Conditions.

Article 7 - PRICES AND PAYMENT METHODS

The prices that are listed during the purchasing process are in euro and are inclusive of VAT and service charges, unless explicitly stated otherwise. The cost of transportation is not included in the prices of the products and services. It will be charged separately. The applicable VAT rate is the VAT rate that is valid in the country where the delivery address is situated. Vente-Exclusive.com disclaims any liability with regard to the suggested retail price that is listed for comparison alongside the sales price on Vente-Exclusive.com. This suggested retail price is communicated by the Supplier to Vente-Exclusive.com as being the applicable sales price in retail at the time of the sale. Vente-Exclusive.com reserves the right to change the sales prices at any time. However, the purchased products and services shall always be billed at the prices listed in the email confirming the order. These are the prices that were applicable at the moment of purchase. The products remain the property of the Supplier until they have been paid in full by the Customer. Vente-Exclusive.com reserves the right to refuse any order of a member with whom a dispute exists or with whom a dispute has arisen in the past. Purchases can be paid online only, using VISA, American Express, MasterCard, Bancontact, PayPal, KBC Online, and iDEAL (in the Netherlands only). The Customer's bank account shall be debited after confirmation of the purchase and the payment shall be effective only once the Customer's bank has given its consent to Vente-Exclusive.com. If the Customer's bank refuses the payment, the order shall be cancelled automatically. Customers warrant that they are authorized to execute online payments using one of the aforementioned payment methods and that there are sufficient funds in the bank account linked to the credit card, Bancontact card, PayPal account or iDEAL account to cover all costs arising from the transaction. Entering confidential payment information on the website of Vente-Exclusive.com is extremely secure thanks to the use of SSL encrypting (Secure Socket Layer). For the processing of online payments Vente-Exclusive.com works with OGONE. OGONE is the European market leader in the field of

secure online payments. The security system used by OGONE is one of the most reliable and secure in the world. Vente-Exclusive.com has no access to the confidential payment data of its Customers. They are not stored with Vente-Exclusive.com. For this reason, the Customer's payment details have to be requested every time a purchase is made. The confidential payment data (bank cards, expiration dates, security codes) are accessible to the company OGONE only.

Article 8 - AVAILABILITY

The products and services, as well as the prices, are valid as they are shown on the website of Vente-Exclusive.com, within the limits of availability of these products and services at the supplier. Vente-Exclusive.com commits itself to making every effort to deliver all of the orders. Nevertheless, Vente-Exclusive.com cannot be held responsible for the unavailability of a product or service at the supplier's nor for any damage that could result from it. In the event that one or more products or services within an order are not available, the customer shall be notified by email or telephone that his/her order shall be cancelled in whole or in part. In the event that the unavailability is established and communicated when the Customer has already paid for his/her products, Vente-Exclusive.com shall immediately request its bank to refund the paid amounts. The Customer shall be informed of this by email. The time period within which the money shall be paid back effectively depends on the payment method that the Customer has used to make his/her purchase. If the purchase was made with a credit card, the refund will show up on the next monthly credit card overview. If the Customer is of the opinion that reimbursement takes abnormally long, it is recommended that the Customer contacts his/her bank.

Article 9 - DELIVERY

The orders are delivered at the delivery address that was specified by the Customer during the ordering process and according to the conditions described therein. Orders can be delivered only to addresses in Belgium, the Netherlands or Luxembourg, with the exception of P.O. boxes. Vente-Exclusive.com reserves the right to split up the order into one or more deliveries depending on the availability of the products. Each delivery will be announced in an email, in which the Customer is asked to consult his/her invoice on the website of Vente-Exclusive.com. In this email the Customer can also download the delivery note. The invoice also states the shipping cost and the VAT amount. The delivery is offered to the Customer or any other person present at the delivery address who has authorization to receive the package. If no one can accept delivery of the package when it is offered, the carrier will leave a message in the mailbox stating the name and contact details of the carrier. The Customer must then contact the carrier to check where and when the Customer can pick up the package. Vente-Exclusive.com ensures that the order is processed in the shortest possible time. The delivery period of 20 days after the end of the online sale is a target date and purely indicative. Under no circumstance can Vente-Exclusive.com be held responsible for any delay in the delivery of products or services, nor for the damage that could result from it. Vente-Exclusive.com commits itself to delivering the order no later than 30 days after the order date. The monitoring system used by the carrier serves as proof of the effective delivery of the order (and of its proper reception by the Customer), unless the Customer proves otherwise. In the event that a Customer proves that an order was not delivered within 30 days after the order date, the Customer can cancel the order without any damages, provided that he/she informs Vente-Exclusive.com by registered mail, with proof of receipt, sent to the address listed in Article 3 of these General Terms and Conditions, that he/she wishes to cancel his/her order. If a product is not delivered at the delivery address within 30 days after the order date, it is the responsibility of the Customer to contact Vente-Exclusive.com

within 7 working days of receipt of delivery. Contact must be made via the section "Help & Contact" on the website of Vente-Exclusive.com, and by following the instructions on the screen. Once the period of 7 days has passed, complaints and returns will no longer be admissible. The right to return an order that was delivered too late is naturally only valid insofar as the delivery is actually returned within 14 days after the Customer has informed Vente-Exclusive.com that he/she wants to cancel his/her purchase. Products must be returned as new, in their original packaging, in perfect condition and accompanied by the invoice and a completed return document. All returns for which the sender cannot be identified, shall be refused. Once the period of 14 days has passed, Vente-Exclusive.com can no longer accept the returned item, and the returned item shall be sent back to the sender. The returned item must be sent to following address: Vente-Exclusive.com, Returns, Humaniteitslaan 111 1601 Ruisbroek. A refund will be made within 14 days after receipt of the return by Vente-Exclusive.com, provided that all of the above-mentioned conditions are met strictly. Under no circumstance shall the refunded amount be greater than the actual amount paid by the customer. If a voucher was used for the purchase, it shall be returned as well. This voucher can be used again for a future purchase. In the event that the delivered products don't correspond to the Customer's order, the return shipping cost shall be refunded by Vente-Exclusive.com in the form of a voucher. Therefore, proof of the return shipping cost should be sent along with the returned item itself. The value of this voucher can be deducted from the next purchase. When no proof of the return shipping cost is sent, this cost shall not be reimbursed. All returns must be sent by registered mail or courier services, and the Customer must keep proof of shipment of the return. In all cases, Vente-Exclusive.com reserves the right to refuse a refund if the product is damaged, worn or stained. In the event that a delivery would get lost during the delivery process, and the terms of this Article are respected, Vente-Exclusive.com shall send a new shipment entirely at its own expense if the product is still available, or shall refund the order amount including transportation costs.

Article 10 - NON CONFORMITY

All products and services that are offered for sale on the website of Vente-Exclusive.com are described in good conscience and as faithfully as possible. However, the photographs that are shown on the website have no contractual value. Vente-Exclusive.com disclaims any responsibility for errors that may occur in the descriptions of the products or services or in the photographs. Nevertheless, Vente-Exclusive.com commits itself to correct any errors that are reported in writing as soon as possible and in as far as possible. If the product or service that is delivered doesn't match the description on the delivery note, the customer can return the product or service within 14 calendar days of receipt, taking into account the conditions that are described in Article 11 of these General Terms and Conditions. Once these 14 days have passed, any complaints and returns shall no longer be admissible. If the conditions set out in Article 11 are strictly adhered to, the customer may choose to be reimbursed or to receive a similar product, insofar as this is available. The return shipping costs shall be refunded by Vente-Exclusive.com in the form of a voucher. Therefore, proof of the return shipping cost should be sent along with the returned item itself. The value of this voucher can be deducted from the next purchase. When no proof of the return shipping cost is sent, it will be not reimbursed. All returns must be sent by registered mail or courier services, and the customer must keep proof of shipment of the return.

Article 11 - RIGHT OF RENUNCIATION, RETURNS AND REFUNDS

In accordance with the Code of Economic Law, the Customer has the right to notify the seller, within 14 calendar days of receiving the product, that he/she wants to renounce his/her purchase, without having to pay any compensation and without having to specify a reason. This right of renunciation does not apply to professional buyers. If a Customer wants to notify Vente-Exclusive.com that he/she wants to renounce his/her purchase, he/she must do so via [the model form](#) for renunciation and the website of Vente-Exclusive.com. For this, he/she has to fill out the return form in the section "My Orders". Pursuant to the Code of Economic Law, the Customer is not allowed to refer to the right of renunciation in the following cases: - Audio or video recordings or software of which the seal has been opened - Products that have been custom-made or adapted to the needs of the Customer, or products that because of their nature are very perishable or expire rapidly cannot be returned. In the above-mentioned cases, the Customer may neither return the product nor demand a refund. Naturally, the right of renunciation is valid only insofar as the product is actually returned within 14 working days after the customer has informed Vente-Exclusive.com that he/she wants to renounce his/her purchase. Products must be returned as new, in their original packaging, in perfect condition and accompanied by the invoice and a completed return document. All returns for which the sender cannot be identified, shall be refused. Once the period of 14 working days has passed, Vente-Exclusive.com can no longer accept the returned item, and the returned item shall be sent back to the sender. The returned item must be sent to the following address: Vente-Exclusive.com, Returns, Humaniteitslaan 111 1601 Ruisbroek. The customer is responsible for paying the return shipping cost. A refund will be made within 14 days after Vente-Exclusive.com has been informed about the consumer's decision to withdraw from the contract in accordance with the present article, provided that all of the above-mentioned conditions are met strictly and that Vente-Exclusive.com has received the goods back, or until the consumer has supplied evidence of having sent back the goods. Under no circumstance shall the refunded amount be greater than the actual amount paid by the customer. Vente-Exclusive.com shall not refund any additional costs related to the type of delivery of the goods than the type of delivery which would have incurred the lowest delivery costs as proposed by Vente-Exclusive.com. If a voucher was used for the purchase, it shall be returned as well. This voucher can be used again for a future purchase. The right of renunciation can also be exercised after the purchase was made but before the order is shipped. In that case, a refund will also be made within 14 days after Vente-Exclusive.com has been informed about the consumer's decision to withdraw from the contract. Vente-Exclusive.com shall send an email at the moment it has received the returned item and at the moment it has requested its bank to make a refund.

Article 12 - WARRANTY

We guarantee that our products conform to your order and meet the normal expectations that you may have, taking into account the specifications of the product. Obviously we also guarantee that the products meet all of the laws that are in force at the time of your order. Furthermore, we use the statutory minimum warranty period of two years for the delivery of items if the goods are not in conformity with the order that was placed. This means that in the case of faults of or defects to the article, it shall be repaired or replaced free of charge up until 2 years after delivery. To the extent possible and reasonable, you shall have a choice between repair and replacement. Only if repair or replacement is excessive or impossible or cannot be performed within a reasonable time, shall you have the right to demand a price reduction or rescission of the purchase contract. If the defect or fault manifests itself within 6 months after delivery, it is deemed to have already existed before delivery, unless we can prove otherwise.

After this period of 6 months, it is your responsibility to prove that the defect was already present upon delivery. Vente-Exclusive.com acts as a representative of the Supplier. The Suppliers guarantee that the products and services that they offer for sale through Vente-Exclusive.com function perfectly and show no visible or hidden defects that would make normal use of the product impossible or dangerous. Under no circumstance can Vente-Exclusive.com be held responsible for any technical defects of the delivered products, unless they were established immediately upon unpacking the product. In that case, the customer must immediately contact the after-sales service of the supplier of the product in question, whose coordinates will be communicated by Vente-Exclusive.com to the customer upon request. In any case, the warranty does not apply to products that were damaged on purpose or due to negligence (breakage, moisture, unsuitable temperature, corrosion, ingress of fluids, power surges, fire, or any other form of force majeure) and products that have clearly been opened (repaired and/or modified by a repairer who was not authorized by Vente-Exclusive.com). Similarly, the warranty does not apply if the damage is the result of wear, transport, misuse and/or non-conformance to the instructions in the manual. If none of the above-mentioned exclusions apply to the product, the warranty must be claimed within 2 months after receipt of the product. Once these 2 months have passed, the warranty can no longer be claimed. The statutory warranty also covers any hidden defects. For all questions regarding the warranty, members can visit the website of Vente-Exclusive.com and click the section "Help & Contact".

Article 13 - RESERVATIONS AND TICKETS

With Vente-Exclusive.com we offer our members an online platform where they can purchase reservations and tickets for temporary accommodation (such as hotels, bed & breakfasts, cruises, packages, concerts, events, etc.) at accommodation providers and suppliers, for whom Vente-Exclusive.com acts as an intermediary only. When a Customer makes a reservation through Vente-Exclusive.com, he/she enters into a (contractually binding) relationship with the accommodation provider or supplier with whom he/she makes a reservation. Vente-Exclusive.com shall send the details of the reservation to the relevant accommodation provider or supplier and shall send the Customer a confirmation email for and on behalf of the accommodation provider or supplier. The information contained in the offers on our website is based on the information provided to Vente-Exclusive.com by the accommodation providers or suppliers. They themselves shall remain responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including rates and availability) that is shown on Vente-Exclusive.com. The prices and rates mentioned on Vente-Exclusive.com are inclusive of VAT and all other taxes (subject to change of such taxes), unless stated otherwise on the website or in the confirmation email. Obvious errors in prices and/or descriptions and errors in an offer are not binding. When a Customer makes a reservation or booking, or buys a ticket on Vente-Exclusive.com, he or she agrees to the relevant cancellation and no-show conditions of the accommodation provider or supplier, as well as any additional (delivery) terms and conditions of the accommodation provider or supplier that may apply to the reservation, the stay or the service, including the services rendered and/or products offered by the accommodation provider or supplier. Specific terms of delivery can be obtained from the relevant accommodation provider or supplier. The general cancellation and no-show conditions of each accommodation provider or supplier are shown on our website, during the reservation process and in the confirmation email. Please note that certain rates or special offers cannot be changed or cancelled. Carefully read all of the information and conditions before you make your reservation. If you want to view, change or cancel your reservation, please refer to your confirmation email. It contains the relevant instructions and any contact details of the accommodation provider or supplier. Only they can possibly change or cancel a reservation.

Please note that they may charge a fee for this service. We recommend that you carefully read the cancellation, (pre-)payment and no-show conditions of the accommodation provider before you make your reservation. By making a reservation on Vente-Exclusive.com, the Customer agrees that he or she will be sent an email with information that is relevant to his or her reservation. Depending on the limitations stipulated in our General Terms and Conditions and to the highest extent permitted by law, Vente-Exclusive.com can be liable only for direct damages that were actually incurred, paid or suffered by the Customer because of a demonstrable shortcoming in our obligations with regard to our services, up to an aggregate amount of the total cost of your reservation as stated in the confirmation email (for a single incident or for a series of related incidents). By making a reservation, the Customer agrees that the accommodation provider or supplier shall be responsible at all times for the remittance, collection, withholding and payment of the applicable taxes on the total (room) rate to the relevant tax authorities, irrespective of the fact if the accommodation where the Customer resides charges costs (or has charged costs) or that we are the party facilitating payment of the room rate. Vente-Exclusive.com is not liable or even responsible for remitting, collecting, withholding or paying applicable taxes on the room price to the relevant tax authorities. Under no circumstances can Vente-Exclusive.com be held liable for the non-execution or inadequate execution of the above-mentioned conditions due to the Customer's fault, due to an unforeseeable and insurmountable third party intervention or due to a case of force majeure. Under no circumstances can Vente-Exclusive.com be held liable for the failure of an accommodation provider or supplier to observe its contractual obligations with respect to the Customer. Vente-Exclusive.com disclaims any liability in the event that the accommodation provider or supplier commits an unlawful act. Vente-Exclusive.com and its partners cannot be held liable for the theft or loss of the vouchers ordered by the customer.

Article 14 - INTELLECTUAL PROPERTY RIGHTS

The texts, the database containing all of the data that are published on the website, the layout and the graphic design of the web pages, the sales catalogue, the photographs, the images and the music on the website of Vente-Exclusive.com are protected worldwide by copyrights, trademark rights and all other forms of intellectual property rights. Consequently, they shall remain the exclusive property of Vente-Exclusive.com, of its suppliers and of the partners with whom Vente-Exclusive.com has entered into an agreement. Therefore, any form of copying, publishing, imitating or any other use in whatever form is forbidden without the prior written consent of Vente-Exclusive.com. Vente-Exclusive.com shall take legal action against any violation of this stipulation.

Article 15 - LIABILITY

Under no circumstances can Vente-Exclusive.com be held liable for damages suffered directly or indirectly (interruption of operation, loss of profit, missed opportunities, ...), resulting from the use of the services described in Article 4, except in case of fraud or serious misconduct by Vente-Exclusive.com, its agents or its representatives. Furthermore, Vente-Exclusive.com is in no way responsible for the content of third party websites to which Vente-Exclusive.com links on its website, in particular with regard to compliance with the protection of privacy and personal information. Vente-Exclusive.com cannot be held liable for any errors in the photographs or texts that are used in the product descriptions on the website of Vente-Exclusive.com. Vente-Exclusive.com disclaims any liability for any damage that is caused by a defect, malfunction or improper use of a product that was sold on the website of Vente-Exclusive.com, as well as for damage that is the result of modifications that were made by the

Supplier, except in case of fraud or serious misconduct by Vente-Exclusive.com, its agents or its representatives. Vente-Exclusive.com cannot be held liable for the inability to deliver the ordered goods, in cases of force majeure, such as disruption or cessation of transport, mail or communication services, flooding, fire, etc. In all cases where Vente-Exclusive.com is held liable, the liability of Vente-Exclusive.com shall be limited to the amount that the Customer has actually paid for an order.

Article 16 - DISPUTES AND APPLICABLE LAW

Any dispute regarding the use of the services defined in Article 4, and with respect to these General Terms and Conditions, is subject to Belgian law. In the case of a dispute, only the Brussels courts are competent.

Article 17 - AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

Vente-Exclusive.com may modify these General Terms and Conditions at any time, amongst others things in order to comply with legal obligations. Members will be notified adequately of any changes to the General Terms and Conditions via the section "Help & Contact" on the website of Vente-Exclusive.com, or in another way. Members commit themselves to take note of the changes as soon as they are made aware of them. Any use of the services described in Article 4 after Vente-Exclusive.com has communicated the modified General Terms and Conditions assumes the acknowledgement and endorsement of the modified General Terms and Conditions. Vente-Exclusive.com reserves the right to modify the design and content of its website at any time. Insofar as possible, Vente-Exclusive.com shall communicate every significant change to its members. Members have complete freedom to deactivate their account upon a change to the General Terms and Conditions, or to the layout or content of the website of Vente-Exclusive.com. They can do so in the section "My Account" on the website of Vente-Exclusive.com by clicking "My Personal Information". If an article or section of these General Terms and Conditions should be declared void or non-enforceable by a decision of a court, this does not in any way lessen the validity and applicability of the other articles and sections of these General Terms and Conditions.

Article 18 - COMPLAINTS

Customer satisfaction has top priority for Vente-Exclusive.com. We therefore always ask each member of Vente-Exclusive.com who has a question or complaint to contact our customer service staff. They are available each working day by email or live chat via the link "Help & Contact", which can be found on every page of the website. You can count on a swift response. You can also contact

- BeCommerce: Wetenschapspark 1 - lab 1, 1 Campuslaan, 3590 Diepenbeek, Belgium. Email: info@becommerce.be or Tel: (0)11 26 89 26 (Mondays through Wednesdays). More information can be found at www.becommerce.be

- SafeShops: 1 Noordkustlaan, 1702 Groot-Bijgaarden, Belgium, Email: info@safeshops.be. More information about SafeShops can be found at www.safeshops.be.

Article 19 - TERMINATION OF MEMBERSHIP

Members can terminate their membership at any time by closing their account or by sending an email to: feedback@vente-exclusive.com. Notification preferences can also be adjusted at any time, in the section "My Profile" > "Personal Details" on the website.

Article 20 - PRIVACY POLICY

More information about our privacy policy can be found here:

<https://images.vente-exclusive.com/Site/General/en/Privacy%20Policy.pdf>