

# Terms and Conditions Arne's Blue Heaven

## Ondernemingsgegevens

Arne's Blue Heaven

### **Business address:**

Teerlingveldstraat 37,  
9320 Aalst, Belgium

### **Contact:**

info@arnesblueheaven.com  
+32 499 46 23 71

Kruispuntbank van Ondernemingen (KBO) Belgium: 0728.673.896

VAT number: BE 0728 673 896

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## Article 1: General provisions

These General Terms and Conditions (“Terms”) apply to any order placed by a visitor to this e-commerce website (“Customer”). When placing an order via the Arne's Blue

Heaven™ web store, the Customer must expressly 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, unless they have been expressly accepted in advance, in writing and by Arne's Blue Heaven™.

## Article 2: Price

All prices stated are expressed in EURO, and do not always include VAT and all other duties or taxes required by the Customer. The prices in the web shop that include VAT may differ from the actual VAT payable. The final VAT rules are applied in the checkout and on the order.

If delivery costs are charged, this will be stated separately. If costs are charged for this shipment, these will be stated in the check-out process.

The price statement refers exclusively to the articles as described verbatim. The accompanying photos are intended for decorative purposes and may contain elements that are not included in the price. The pictures might slightly differ from the goods themselves.

## Article 3: Offer

Despite the fact that the online catalog and the e-commerce website have been 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 Arne's Blue Heaven™. Arne's Blue Heaven™ is only bound to an obligation of means with regard to the correctness and completeness of the information provided. Arne's Blue Heaven™ is in no way liable in the event of manifest material errors, typesetting or printing errors.

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

The offer is always valid while stocks last and can be adjusted or withdrawn at any time by Arne's Blue Heaven™. Arne's Blue Heaven™ cannot be held liable for the unavailability of a product. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

## Article 4: Online purchases

The ordering procedure is as follows: the Customer places items in his/her shopping cart, then the Customer clicks through to the 'checkout' where an overview of the shopping cart is shown. The Customer must then log in or register with a new customer profile. After that, the customer chooses the shipping option and payment option. Finally, the Customer accepts the General Terms and Conditions (this document) and the sales contract is concluded.

The Customer has the choice between the following payment methods

- via iDEAL (Mollie)
- via Bancontact (Mollie)
- via VISA / Mastercard (Mollie)
- via PayPal (Mollie)

Arne's Blue Heaven™ 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

Items ordered through this web shop are delivered around the world.

Delivery is made by Bpost, PostNL or another parcel service and the Customer pays additional costs for this, as stated in the order procedure.

Any visible damage and/or qualitative shortcoming of an article or other shortcoming in the delivery must be reported by the Customer to Arne's Blue Heaven™ without delay.

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 taken physical possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by Arne's Blue Heaven™.

## Article 6: Retention of title

The delivered items remain the exclusive property of Arne's Blue Heaven™ until full payment has been made by the Customer.

If necessary, the Customer undertakes to point out to third parties the retention of title of Arne's Blue Heaven™, e.g. to anyone who would seize the items not yet fully paid for.

## Article 7: Right of withdrawal

The provisions of this article only apply to Customers who purchase items online from Arne's Blue Heaven™ in their capacity as consumers.

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

The withdrawal period expires 14 calendar days after the day on which the Customer or a Customer designated third party, who is not the carrier, takes physical possession of the good.

To exercise the right of withdrawal, the Customer must inform Arne's Blue Heaven™ via an unambiguous statement (e.g. in writing by post or e-mail) of its decision to withdraw from the contract. The Customer can use the attached model withdrawal form for this, but is not obliged to do so.

#### MODEL FORM FOR WITHDRAWAL

(only fill in and return this form if you want to revoke the agreement) – To Arne's Blue Heaven

- I/We (\*) hereby give notice that I/we (\*) revoke our agreement concerning the sale of the following goods/provision of the following service (\*)

- Ordered on (\*)/Received on (\*)

- Name(s) consumer(s)

- Address consumer(s)

- Signature of consumer(s)

- Date

(\*) Strike out what does not apply."

In order to comply with the withdrawal period, the Customer must send his communication regarding his exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must return or hand over the goods to Arne's Blue Heaven, Teerlingveldstraat 37, 9320 Aalst, Belgium, without delay, but in any event no later than 14 calendar days after the day on which he has notified Arne's Blue Heaven of his 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 costs of returning the goods will be borne by the Customer.

If the returned product is in any way diminished in value, Arne's Blue Heaven reserves the right to hold the Customer liable and claim compensation for any loss in value of the goods resulting from the use of the goods by the Customer that 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 returned.

If the Customer withdraws from the agreement, Arne's Blue Heaven will refund all payments received from the Customer up to that point, excluding the standard delivery costs, to the Customer within a maximum of 14 calendar days after Arne's Blue Heaven has been informed of the Customer's decision. to revoke the agreement. In the case of sales agreements, Arne's Blue Heaven can withhold the refund 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 as a result of the Customer's choice of delivery method other than the cheapest standard delivery offered by Arne's Blue Heaven will not be refunded.

Arne's Blue Heaven will refund the Customer with the same payment method with which the Customer performed the original transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not be charged for such reimbursement.

The Customer cannot exercise the right of withdrawal for:

- service agreements after the full performance of the service,
- the delivery or provision of goods or services whose price is subject to fluctuations in the financial market over which Arne's Blue Heaven has no influence and which may occur within the withdrawal period,
- the delivery of goods manufactured according to the Customer's specifications, or that are clearly intended for a specific person,
- the delivery of goods that have been irrevocably mixed with other products after delivery by their nature.

## Article 8: Conformity and Warranty

Arne's Blue Heaven guarantees that the goods conform to your order and meet the normal expectations that you may have, taking into account the specifications of the product. Of course, we also guarantee that our goods comply with all laws existing at the time of your order.

In addition, with regard to the delivery of goods, we apply the statutory minimum warranty period of two years if the goods do not conform to the order placed. This means that in the event of defects or defects in the good up to 2 years after delivery, this good will be repaired or replaced free of charge. Therefore proof must be delivered that the damage was not a result of the customers' actions. If the damage is

not to be linked to Arne's Blue Heaven, but damage can be replaced or repaired, all costs will be borne by the customer.

To the extent possible and reasonable, you have the option of repair or replacement. Only in the event that the repair or replacement is excessive or impossible or cannot be carried out within a reasonable time, you have the right to demand a price reduction or the termination of the sales contract.

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 customer's home, the customer must contact Arne's Blue Heaven customer service and return the item to Arne's Blue Heaven at his expense.

The (commercial and/or legal) warranty never applies to defects that arise as a result of accidents, neglect, falls, use of the item 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.

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 proven otherwise by the Customer.

## Article 9: Sanctions for non-payment

Without prejudice to the exercise of other rights that Arne's Blue Heaven has at its disposal, in the event of non-payment or late payment from the date of default, by operation of law and without notice, the Customer owes an interest of 10% per year on the unpaid amount. In addition, by operation of law and without notice, the Customer owes a fixed compensation of 10% on the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, Arne's Blue Heaven reserves the right to take back items that have not been paid (in full).

## Article 10: Use of cookies

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

For more information about cookies you can consult our privacy conditions page.

## Article 11: Infringement of validity – non-renunciation

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

Failure at any time by Arne's Blue Heaven to enforce any of the rights listed in these Terms, or to exercise any right hereof, shall never be deemed a waiver of such provision and shall never affect the validity of such rights.

## Article 12: Change of conditions

These Terms and Conditions are supplemented by other terms and conditions that are explicitly referred to, and the general terms and conditions of sale of Arne's Blue Heaven. In the event of a conflict, these Terms and Conditions shall prevail.

## Article 13: Applicable law – Disputes

Belgian law applies, with the 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.

## Customer service

Arne's Blue Heaven customer service can be reached by email at [info@arnesblueheaven.com](mailto:info@arnesblueheaven.com) or by post at the following address:

Teerlingveldstraat 37, 9320 Aalst, Belgium

Any complaints can be directed to this.

Date: 25 September 2022