

Satori bv - General terms and conditions - B2C

ARTICLE 1: SCOPE OF APPLICATION

1.1. These general terms and conditions of sale (hereinafter the "General Terms and Conditions") and the special terms and conditions mentioned in the contract, together with the contract, are the subject of the agreement between the parties. In the event of conflict between these general terms and conditions and the provisions of the special terms and conditions mentioned in the contract, the latter shall prevail. The general terms and conditions apply to agreements concluded between SATORI BV, with VAT number BE 0670.898.223 and registered at Sparrenhofstraat 147, 9100 Sint-Niklaas (hereinafter the "Interior Stylist") and the Client.

1.2. These terms and conditions apply both to sales and to the execution of works such as the installation and assembly of the goods sold, in this case loose furniture, accessories, window dressing and interior lighting. The placement of the goods is never related to the stability of the building.

1.3. In the event that the Principal does not agree to certain conditions, it must inform the Interior Stylist of this within seven working days of receipt of the General Terms and Conditions on pain of forfeiture. These conditions are irrefutably deemed to have been notified to the Principal prior to the conclusion of the agreement. By placing the order, the Principal accepts these conditions. The General Terms and Conditions can be consulted online at all times (<https://www.inesvanmele.be/verkoopvoorwaarden>) and are sent along with a summary of the order when confirming the order.

ARTICLE 2: SALES OUTSIDE THE COMPANY: REFLECTION PERIOD

2.1. This clause only applies to contracts concluded outside business premises within the meaning of the WER (Economic Law Code) and unless the offer or order form explicitly states that it concerns manufacturing in accordance with the specifications of the Client or that it has a clearly personal character. Sales outside the company include sales during trade fairs or exhibitions, during an excursion organized by the Interior Stylist, as well as by post, telephone or other forms of distance selling, as well as at the Client's premises.

2.2. In the event of a sale outside the company, the Client is entitled to notify the Interior Stylist that it is cancelling the purchase, without payment of a penalty and without stating a reason, within 14 (fourteen) calendar days of the day following the conclusion of the agreement. The Interior Stylist may ask the Principal for the reason for withdrawal but may not oblige the Principal to state its reason(s). The Interior Stylist does not accept any exceptions to the right of revocation. Revocation is possible via this model form: (insert web link).

2.3. Samples provided to the Principal must be returned at the Principal's expense or handed in personally to the following address: SATORI BV, Sparrenhofstraat 147, 9100 Sint-Niklaas.

2.4. In accordance with Article VI.71, §3 WER (Economic Law Code), the Client is obliged to reimburse the reasonable costs for services already performed by the Interior Stylist.

ARTICLE 3: OFFERS/QUOTATIONS

3.1. The quotations/offers given to the Client shall only have a validity of 4 weeks after which they may be subject to price changes. The quotations/offers are always drawn up on the basis of the information provided by the Client or his representative.

3.2. Illustrations, dimensional and weight specifications, etc. provided by the Interior stylist in catalogues, website, advertising material or otherwise, are not binding for the Interior stylist and are exclusively intended to give a representation of the article offered. The samples provided by the Interior Stylist are given for indication purposes only and may differ from the materials supplied in terms of color. Deviations in any form whatsoever do not entitle the Principal to refuse the goods, to withhold payment or to claim compensation.

3D concepts do not apply with absolute precision/truth but are purely guiding.

ARTICLE 4: ORDER/CONTRACT CONCLUSION

4.1. An order by the Principal only becomes binding after it has been explicitly accepted by the Interior Stylist and the Principal receives an order confirmation/double of the order form. The order is followed by the signing of an agreement in which the special terms and conditions of the agreement are set out. The contract only becomes effective at the expense of the Interior Stylist and, at its discretion, from the date of payment of the anticipated advance or from the date of signature of the contract; at the expense of the Principal, the contract is effective from the date of signature of the contract.

4.2. Cancellation of the order is not possible unless after prior written agreement. After the conclusion of the agreement, the Interior Stylist cannot unilaterally alter the characteristics of the product or service that are essential for the Principal. This also applies to the use that the Client foresaw, at least insofar as it informed the Interior Stylist and the Interior Stylist accepted this, or, in the absence of such specification, the use that could reasonably be foreseen.

ARTICLE 5: DEPOSIT

The Interior Stylist is generally permitted to request a deposit from the Principal as a condition for delivery. This deposit represents a maximum of 100% of the total price.

ARTICLE 6: DELIVERIES AND DELIVERY PERIOD

6.1. The goods are dispatched at the risk and peril of the Interior Stylist. Subject to the express written agreement of the Interior Stylist, the goods will be delivered to the place of destination indicated in the order form of the Interior Stylist. The Interior Stylist reserves the right to suspend or refuse a delivery in the event of non-payment on the due date of the anticipated advance payment.

6.2. The time of delivery is determined in mutual consultation between the Interior Stylist and the Client. If the date of delivery cannot yet be precisely determined at the time of the sale, an approximate period will be determined in which the exact date is subsequently determined in mutual consultation.

6.3. The Client or its representative must ensure that the goods and/or services can be delivered and installed by the Interior Stylist or its appointees or execution agents in a normal manner at the agreed place and delivery date and provides easy access. If this is not complied with, the Principal is obliged to compensate the Interior Stylist for all damage, including waiting hours, storage costs and costs for the preservation of the item. Unloading always takes place from a hard and easily accessible road. Damage caused by pavement during unloading is never at the expense of the Interior Stylist.

6.4. The Interior Stylist cannot unilaterally determine or change the delivery period. The delivery period is a maximum of 8 months from the payment of the anticipated advance, but if this is exceeded, the Interior Stylist will inform the Client unless the Client has expressly agreed to a longer delivery period. If the Principal has not agreed to this and the delivery cannot take place within the period of 8 months, the Principal must give the Interior Stylist notice of default and propose an appropriate period for delivery. If the Interior Stylist fails to deliver within that period, the Client may cancel its order for the product not delivered free of charge, obtain a refund and claim compensation of 10% of the invoice amount of the product not delivered with a minimum of 25 EUR and a maximum of 250 EUR.

6.5. The Client or his representative shall be obliged to check the number and condition of the goods at the time of delivery. All visible defects must be mentioned on the delivery note, which must be signed and returned to the carrier/Interior stylist. Acceptance of a shipment, without any written comments on the consignment note or the delivery note, shall be deemed to be an irrefutable presumption that the delivered goods were free of visible defects. The Client or his representative will specifically have any damage indicated on the packaging. This provision does not affect the Client's rights with regard to conformity as stipulated in art. 1649 bis et seq. of the Dutch Civil Code.

ARTICLE 7: GUARANTEE AND LEGAL GUARANTEES

7.1. Upon delivery of the goods, the Client or his representative must carry out a check for visible defects. In the event of timely reported visible defects for which the Interior Stylist is responsible and which fall outside the legal protection of the Principal with regard to the obligation to deliver in accordance with the agreement, the Interior Stylist shall have the choice either to replace the defective products with identical conforming products or to grant a price reduction for the defective products. In all other cases, the guarantee of the Interior Stylist is limited to what is provided by law in Article 1649bis et seq. of the Dutch Civil Code. The statutory guarantee is 2 years from delivery, in accordance with art. 1649 quater B.W. This provision also applies to placements provided by Interior Stylist.

7.2. The Interior Stylist can never be held liable for any form of incorrect use of the sold product outside his intervention. All guarantee provisions lapse with regard to the changes made by the Client, including the consequences of these changes. Defects or deformations of used raw materials that are subject to natural operation cannot be charged to the Interior Stylist. Therefore, discoloration of wood, textiles, fiber materials and leather, as well as the 'working' of wood, are not regarded as defects, insofar as these discolorations or these works cannot be prevented from a technical point of view, or are generally accepted in accordance with the customs in the furniture sector or are specific to the materials used.

7.3. Without prejudice to the provisions of article 3, complaints about defects of products or of the work carried out must be reported to the Interior Stylist by registered letter within two months of delivery and/or placement in the case of visible defects if no consignment note or delivery note is available or from the discovery in the case of hidden defects, on pain of forfeiture of rights. The obligation to indemnify the Interior Stylist for all defects shall cease after two years from the date of delivery. The legal claim of the Client must in all cases be instituted under penalty of forfeiture within one year from the day on which the Client has established the non-conformity or the defect without that period being allowed to expire before the end of the two-year period.

7.4. If the installation of purchased electrical products is carried out by the Interior Stylist or under his responsibility, the Principal guarantees an existing technically adjusted and legally approved installation in the relevant building and accordingly discharges the Interior Stylist from any further investigation and any liability in this regard. Prior to the possible installation, the Principal undertakes to fully inform the Interior Stylist of all utility lines and relevant characteristics of the building. In the event of a breach of this obligation, the Interior Stylist cannot be held liable for any direct or indirect damage to or attributable to the building and all accessories, including utility lines. This provision does not prejudice the rights of the Client with regard to the agreement as stipulated in Article 1649 bis et seq. of the Dutch Civil Code and other mandatory provisions. The guarantee is only limited to the goods that fall under the legal provisions, with the exception of working hours and travel.

ARTICLE 8: DAMAGES

The Interior Stylist is not obliged to pay any compensation whatsoever, which would be the direct or indirect result of goods or services provided by it, except in the case of gross negligence or willful misconduct. This does not affect the statutory rights of the Client under article 7. The liability of the Interior Stylist is in any case limited to the invoice value of the goods/services provided. Under no circumstances can the Interior Stylist be held liable for any indirect loss such as, but not limited to, loss of income, loss of contracts, capital costs, limitation of returns or any other loss or consequential loss, both to the Client and to third parties. However, this limitation does not apply in the event of the death or physical injury of the Client as a result of the actions or omissions of the Interior Stylist.

ARTICLE 9: PRICES

9.1. The price of the goods is fixed and includes value added tax (VAT). This does not include fees for furnishing advice, transport costs, storage and transshipment costs, insurance costs, the costs of installation and assembly of the goods as well as the travel and accommodation costs of the Interior Stylist. These costs will be charged separately to the Principal. The manner in which the price for these costs must be calculated is set out in the special conditions of the agreement between the Interior Stylist and the Client.

9.2. If, at the request of the Principal, changes are made to the delivery period and/or place and/or conditions, or if the Principal has provided incorrect information, the Interior Stylist is entitled to charge additional costs. If VAT changes prior to the delivery date, the total price will be adjusted to the same extent.

ARTICLE 10: INVOICING/PAYMENT METHODS

10.1. An invoice will be sent to the Client. If no email address is provided, the invoice will be sent by traditional mail. Unless otherwise stipulated, the Interior stylist is always entitled to draw up partial invoices depending on the claim of the services and/or goods it has performed and/or delivered.

10.2. Unless explicitly stipulated otherwise in writing, all invoices of the Interior Stylist are payable in cash, at the latest within 14 calendar days of the invoice date. Protests must be notified to the Interior Stylist by registered letter within 8 calendar days, stating the reasons and including the concrete parts of the (partial) invoice to which the protest relates and the concrete reasons for the protest. Any protest does not exclude the possibility that the parts of the invoice to which the protest does not relate must be paid on time.

10.3. In the event of non-payment of all or part of the price on the due date, the Client shall, ipso jure and without prior notice of default, owe an annual interest of 10% on the outstanding debt from the due date and a compensation clause of 10% on the total invoice amount with a minimum of EUR 100. Except in the case of distance purchase and without prejudice to the possibility, if necessary, of requesting payment of a deposit or an advance after the reflection period, the Interior Stylist is entitled to demand payment either prior to delivery or at the time of delivery. In the aforementioned cases, the Interior Stylist still has the right to unilaterally demand additional payment guarantees, advance payments or guarantees prior to delivery.

10.4. Any non-payment will render the outstanding invoices due and entitle the Interior Stylist, after notice of default, either to suspend any future deliveries or to dissolve the agreement, without prejudice to the right to compensation.

ARTICLE 11: RETENTION OF TITLE

In this respect the Interior Stylist expressly reserves title to all delivered goods, even if they have been placed, until the day of full payment of the principal sum, interest, damages, fees and costs. All movable property placed by the Interior Stylist is irrefutably deemed not to be permanently attached to the yard and therefore removable. Cross-border payment orders are only considered to have been paid if any additional transfer costs have been paid by the Principal.

ARTICLE 12: BREACH OF CONTRACT

The Principal and Interior Stylist are obliged to execute the agreement unless in the event of force majeure. In the event of breach of contract, one party owes the other a fixed compensation equal to at least 5% of the total price or, if the damage suffered and the costs are higher, the demonstrable damage and additional costs. This additional cost includes, among other things, cancellation, administration, insurance and all transport costs. Force majeure exists in the event of, but is not limited to, war, national or international conflicts, strikes, lockouts, lack of transport materials or raw materials and fire. The execution of the agreement will be suspended for the duration of the agreement in case of continuous and uninterrupted force majeure. This for a maximum period of six months. In the event that the force majeure still exists after the expiry of this period, the agreement shall be dissolved by operation of law without either party being liable to pay any compensation to the other.

ARTICLE 13: NULLITY

If one of the clauses of the General Terms and Conditions should be declared null and void, this nullity will not affect the validity of the other clauses and the Interior Stylist and the Client will make every effort to negotiate a valid clause with the same economic effect immediately and in good faith. If a clause or part of a clause would impossibly conflict with any provision of mandatory law, the latter provision will replace the conflicting provision by operation of law.

ARTICLE 14: DISPUTES - COMPLAINTS

For any dispute relating to this contract, the plaintiff shall have the option of recourse to a conventional mediation procedure or to any alternative means of dispute resolution or of bringing an action before the ordinary courts. As far as mediation is concerned, the Client can appeal to the mediation service via contact@consumentenombudsdienst.be free of charge for all complaints that have been submitted in writing to the Interior Stylist for less than a year and that have not been resolved. In the event of complaints, the Client may contact the following address: SATORI BV, Sparrenhofstraat 147, B-9100 Sint-Niklaas, Belgium.

ARTICLE 15: APPLICABLE LAW/COMPETENT COURT

The General Terms and Conditions and any agreement to which the General Terms and Conditions apply shall be governed by Belgian law. The competent court is designated in accordance with art. 624 of the Judicial Code.

ARTICLE 16: PREVENTION OF COUNTERFEITING

At all times, the Interior Stylist only offers products purchased from the original manufacturers and their wholesalers, with the exception of antique items. In the event of doubt as to the authenticity of products, the Client can find more information/tips at <https://www.eccbelgie.be/>. In the event of suspicion of counterfeiting, the Principal can always submit a complaint via the Reporting Point: <https://meldpunt.belgie.be/meldpunt/nl/welkom>.

ARTICLE 17: PRIVACY STATEMENT/GDPR

Your personal data are processed by SATORI BV, Sparrenhofstraat 147, 9100 Sint-Niklaas, for customer management purposes based on the contractual relationship resulting from your offer/order/purchase and for direct marketing (to offer you new products or services) based on our legitimate interest in doing business. We treat your data as confidential information and will never pass it on to third parties. If you do not want us to process your data for the purpose of direct marketing, just let us know at ines@inesvanmele.be. Via that address you can also always ask us what data we process about you and correct or delete it or ask us to transfer it. If you do not agree with the way in which we process your data, you can contact the Commission for the protection of personal privacy (rue de la Press 35, 1000 Brussels). A more detailed overview of our data processing policy can be found at <https://inesvanmele.be/privacybeleid>.