

General terms and conditions Traffic-Shop

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CLAUSE 1 IDENTITY OF THE VENDOR

We are Traffimex NV, trading as Traffic-Shop

Edmond Machtenslaan 151 bus 14
1080 Sint Jans Molenbeek
Belgium

E-mailaddress: info@traffic-shop.be

Telephone: +32 (0)2 410 25 03

Companynumber: 0456 341 151

VAT number: BE 0456.341.151

CLAUSE 2 APPLICABILITY AND CONDITIONS

1. Our terms and conditions are applicable to every offer from us as a webshop to you as Consumer (every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market).
2. We deliver exclusively in Belgium, the Netherlands, Luxemburg, France, Germany and the United Kingdom. If you submit a delivery address outside of this country, we reserve the right to decline your order, but we will try first to help you of course before doing so.
3. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.

4. Placing an online order on the website constitutes a formal acceptance of our terms and conditions, which are always available through our website.
5. Before an order becomes effective, we put our general terms and conditions at your disposal. If it is reasonably not possible to do so, we will advise you how you may gain access to them at our premises. By simple request we will naturally send you a copy of them free of charge.
6. If you place an order online we may, as an alternative to the provisions of the previous clause, make our general terms and conditions available to you by electronic means in such a way that you can easily consult and/or electronically save them. If we are reasonably not able to do so, we will indicate to you where our general terms and conditions may be consulted electronically or provide you, free of charge, with a copy by electronic or other means before you commit yourself.
7. If in addition to these general terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer are always entitled to invoke to your advantage the most preferential provision if our general terms and conditions would contradict any such special conditions.

CLAUSE 3 OUR OFFER AND YOUR ORDER

1. We explicitly state in our offer if it is only valid for a limited period of time or if it is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you and how the order process works. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver these goods..
3. Your order is complete and the contract between us is binding once we confirm your order by mail and when your payment made by credit or debit cards is approved by the issuer of your card. If you chose to pay by bank transfer, the contract will become binding when the funds have been debited to our account. We accept payment by Bancontact, Maestro, Visa, Mastercard, Ideal, Paypal and bank transfer. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.
4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery: Bpost for parcels up to 30 kg, palletised delivery or collection from our warehouse. In the final step we provide you with an overview page, you explicitly accept our terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment". If you have completed these steps, your purchase becomes binding. You can find more details about the ordering process in the section "Buying at Traffic-Shop" under the heading Information which is displayed at the bottom of each page on our website.

CLAUSE 4 RIGHT OF CANCELLATION

1. If you buy goods from us as a private person and for personal use you have the right to decide that you do not want to keep the goods within 14 days from the delivery. You can then return your order without penalty and without giving any reason (the cost hereof is to be paid by you). Within 5 days after reception of your returned order or your indication that you wish to forgo the agreement, we will pay you back the full purchase price by bank transfer.
2. The right of cancellation only applies to private individuals when buying goods on-line for their personal use in accordance with the provisions of Article VI.47 of the Belgian Commercial Code
3. You can find all details regarding your rights to cancel and the steps to follow to invoke them in the section “Right of cancellation” under the heading Information which is displayed at the bottom of each page on our website.

CLAUSE 5 PRICE

1. During the period we mention in our offer, our prices will not change, except for any price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and any other levies that may apply. Hence, you will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. If this is the case, we will always notify that before you commit to your purchase.

CLAUSE 6 PAYMENT

1. We only accept advance payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will always be transferred using SSL encryption technology. In order to make payments with SSL encryption no special software is required. You recognize a safe SSL-connection by the “padlock” in the status bar of your browser. If you have chosen to pay by bank transfer, no transaction details are exchanged.

CLAUSE 7 CONFORMITY AND WARRANTY

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have, taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a private consumer, you have a statutory 2-year warranty on goods purchased from us if these goods are not in accordance with the order you have placed. During this period

and within the legal limits, we provide for the free replacement or repair of any goods showing a defect covered by the statutory warranty.

To the extent of what is reasonably possible, you have a choice between replacement or repair. Only if replacement or repair is impossible, impossible to deliver within a reasonable time or if the cost to do so is excessive, do you have the right to a reduction or to demand the dissolution of the contract of sale.

During the first six months, you can in all cases call upon this guarantee and it is assumed that any defect existed prior to delivery unless we can prove differently. After this period you have to prove that the defects in the goods existed and where not caused by abnormal use.

CLAUSE 8 DELIVERY AND EXECUTION

1. All goods and services are delivered to the address you provided at the time of ordering.
2. We will ship and deliver your order as quickly as we can and certainly within 30 days unless we have explicitly agreed a specific delivery time. If your delivery is delayed or if we can only deliver your order in part, we will inform you of course within 30 days of the day you placed the order. In such case you will have the right to cancel your order and we will immediately refund you by bank transfer.
3. Your goods will be shipped at our risk, so you don't need to worry about goods being lost during transport. However, if you return goods to us within 14 days after delivery because you prefer not to keep them, you will be responsible for the transport.
4. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days. We will then contact you to arrange their return at our cost and to ship the correct or undamaged goods.
5. We cannot be held responsible for any consequential damage suffered due to late delivery or non-delivery by the transporter assigned by the company. In such cases our liability remains limited to the value of the goods which are proven not to have been delivered to the customer.

CLAUSE 9 TERM

1. The Consumer has the right to terminate a contract of indefinite duration at any time, subject to observing the agreed conditions that apply and subject to a written notice of at least one month.
2. A contract which was entered into for a definite period of time has a term of maximum two years.
3. If a sale of goods contract for a definite period of time stipulates that the contract will be renewed automatically unless notice is being given, such contract will be extended for an

undefined term and may then be terminated subject to a written notice of at least one month.

CLAUSE 10 FORCE MAJEURE

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or cancel the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others, strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the web shop, late delivery or failure of delivery by suppliers or other third parties, impossibility to obtain permission or licences that need to be delivered by official bodies,...

CLAUSE 11 INTELLECTUAL PROPERTY

1. Our website, logos, texts, photographs, names, and in general all our communications are protected by intellectual property rights either belonging to us or our suppliers or other claimants.
2. It is forbidden to use and/or change any of the intellectual property rights as described in the present clause. You may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc., without our prior written and explicit consent.

CLAUSE 12 COMPLAINTS PROCEDURE AND CONFLICTS

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our goods or services, please do not hesitate to contact us at info@traffic-shop.be . We will do our utmost to deal with your complaint within 7 days.
2. All contracts we conclude with our customers are, regardless of their place of residence, are governed by Belgian law and shall be interpreted and executed in accordance with Belgian law, which exclusively applies.
3. The courts of Brussels, whose proceedings are conducted in the Dutch language, are exclusively competent to adjudicate on any matter arising from the interpretation or the execution of these general terms and conditions.
4. If as a result of international law and/or regulations, the law of a different country applies, the interpretation of these terms and conditions will in the first instance make reference to Book VI of the Belgian Commercial Code.
5. By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands for out-of-court settlement of

disputes with private consumers. This organisation will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en> .

6. In case of cross border dispute, you can, as a private consumer, contact the "Online Dispute Resolution" platform of the European Union via this link: <http://ec.europa.eu/odr> .