

## General Terms and Conditions ZERO909

The website [www.zero9o9.be](http://www.zero9o9.be) is a fashion shop for women and offers an assortment of clothing, footwear and related accessories.

Download [here our General terms & Conditions](#). With each Order Confirmation a link will be sent where these Terms and Conditions can be viewed and downloaded.

The website [www.zero9o9.be](http://www.zero9o9.be) hereinafter ZER909, is part of Bouwens BVBA.

### Contact :

Bouwens BVBA.  
Jan Bekenshoek 14  
B-9120 Melsele  
Tel. +32 (0)473 88 17 86  
E-mail: [info@zero9o9.be](mailto:info@zero9o9.be)  
KvK Dendermonde  
BTW nr. BE0896 127 471

### 1. Application

- 1.1 These terms and conditions apply to all agreements, offers and orders entered at the shop ZERO909.
- 1.2 ZERO909 at all times have the right to amend these terms and conditions and the content of the website.
- 1.3 ZERO909 pays much attention to the website, but is not bound in the case of errors such as price and typos on the website.

### 2. Agreements

- 2.1 An agreement is concluded at the time of acceptance by the purchaser of the offer and meet the corresponding conditions. The accuracy of the data entered by the buyer in his order for the account and risk of the buyer.
- 2.2 The Agreement may be terminated by the buyer within 7 days of receipt by the purchaser of the article: see Article 8.
- 2.3 ZERO909 reserves the right to refuse an order in individual cases, without giving reasons may be required.
- 2.4 ZERO909 reserves the right to deliver incomplete orders in case of unforeseen circumstances. ZERO909 will inform the buyer as soon as possible.

### 3. Prices

- 3.1 All prices are in Euros, including VAT and excluding shipping costs.
- 3.2 The prices displayed on the website may differ from the prices for these items in the ZERO909 - branches or temporary outlets.
- 3.3 ZERO909 reserves the right to correct prices in the event of mistakes such as pricing or typographical errors. ZERO909 is not liable for such unexpected errors.

### 4. Shipping costs

- 4.1 The shipping of items within Belgium amount to € 5.00. If the order amount is higher than € 75, - no shipping costs are charged.
- 4.2 The shipping of items to other European countries amount to € 8.00. If the order amount is higher than € 75, - no shipping costs are charged.

### 5. Payments

- 5.1 Payment of the ordered items including shipping are always made in advance.
- 5.2 ZERO909 be able to pay: credit card (Mastercard, Visa or Maestro), Bank / Mister Cash, ...
- 5.3 After placing an order, the customer receives a confirmation e-mail with the total cost including shipping.
- 5.4 In case of payment by bank transfer, an email is sent once with the payment information to the customer. If there have been no payment within 5 working days, the order will be canceled.

### 6. Delivery

- 6.1 Delivery will take place as soon as possible after the confirmation e-mail, if possible within 1 to 2 days after receipt of payment. However, delivery will take place within 30 days. If the 30-day deadline is not met, the buyer will ZERO909 timely and appearance here within 30 days after order confirmation on messages. The purchaser in that case have the right to terminate the agreement without penalty. Payments will be refunded immediately.

- 6.2 If a product, for whatever reason, is not available, the buyer of ZERO909 will notify and return any payments immediately.
- 6.3 The items ordered will be delivered by BPost at the delivery address c.q. delivery point specified by the buyer. A different delivery address must be specified during the order process.
- 6.4 In order to proceed to issue an order or to check the accuracy of an order, ZERO909 reserves the right to contact the buyer via e-mail, phone or mail. Because of this delay in delivery can, which may not be invoked against ZERO909.
- 6.5 Orders are shipped to the buyer's choice via BPost. The progress of the transmission of the packages can be tracked via Track & Trace BPost
- 6.6 ZERO909 doing its utmost best to make the articles as clearly as possible, truthfully portray and describe them, but deviations in color, type, text and / or price are reserved.

## **7. Returns**

Parts that are ordered through the webshop ZERO909 can be returned without giving any reason, subject to the following.

**7.1 From the moment the order has been delivered, the buyer has the items 14 calendar days on sight.** Within this period the buyer may view the articles, unpacking and / or adapt to the extent necessary to assess whether they wish to retain the article, unless otherwise stated.

7.2 If the buyer wishes to return product he / she can contact ZERO909 to make the necessary arrangements concerning the return. ZERO909 the buyer will in such case provide a return slip.

7.3 An article which is returned must meet the following conditions:

- The article includes return form must be returned within 14 days of receipt of the order to ZERO909,
- The item must be unworn and undamaged,
- The product must be provided with the attached price tag and label (s), and
- The return should be sufficient postage.

Returns that do not meet these conditions are not accepted by ZERO909.

7.4 This article sent purchase price of the return received by ZERO909 will be refunded to the purchaser's bank account within 14 days.

7.5 Returns which are not sufficient postage will not be received and not credited.

## **8. Right of withdrawal**

8.1 The buyer has the right to revoke the order in its entirety, without giving reasons, within 14 calendar days of receiving the order. The buyer must carefully during these 14 days with the items to go.

8.2 To exercise the right of withdrawal, the purchaser shall, within 14 calendar days of receipt of the order, ZERO909 them to inform. The buyer's statement may file written using model withdrawal form (see attached withdrawal form) or send an unequivocal statement by e-mail (addressed to: [klantenservice@nummerzestien.eu](mailto:klantenservice@nummerzestien.eu)). In this declaration, the purchaser shall revoke the order and stating the name, address and order number.

ZERO909, if the revocation meets the conditions, by e-mail confirmation.

8.3 The purchaser must return the product with return form immediately, but not later than 14 calendar days after notification of the withdrawal to the address indicated on the return. The cost of the return shipment to ZERO909 be borne by the buyer.

8.4 The return shipment must meet the requirements of Article 7.4. The buyer is liable for the value of the products resulting from the use of the articles, which goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

8.5 Upon return receipt of the entire order, ZERO909 will by e-mail confirming the receipt of the order. ZERO909 below, the full order amount within 14 days after return receipt of the order to the buyer or refund once the purchaser has demonstrated that the order is returned, whichever date is the earliest.

8.6 Exceptions to the right of withdrawal can be found on the website of [WER](#). Unfortunately this page is not available in English.

## **9. Complaints**

9.1 ZERO909 doing its utmost to provide a good product, but advises the buyer to the delivered items to be inspected immediately after delivery for defects.

9.2 Any complaints regarding the delivered goods to the buyer by return and within 14 days after receipt of the order, notify ZERO909 by e-mail ([info@zero909.be](mailto:info@zero909.be)) or telephone (+32 (0)473 88 17 86), stating specifically the name of the buyer, the order number and the nature of the defects. ZERO909 will resolve its utmost to do the complaint together with the buyer satisfactorily.

9.3 The shipping costs for returning the article are initially borne by the buyer. If the complaint is justified, ZERO909 will refund the shipping charges. If the buyer has chosen a more expensive method of transmission than the regular standard shipping, ZERO909 do not have to pay the additional cost of the more expensive method.

## **10. Warranty**

10.1 ZERO909 guarantees that the delivered products meet the agreement, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and the existing legal provisions

and / or government regulations on the date of the conclusion of the agreement . If agreed, ZERO909 also ensure that the product is suitable for other than normal use.

10.2 by ZERO909, its supplier, manufacturer or importer extended warranty never restricted the legal rights and claims can the buyer under the agreement as against ZERO909 apply if ZERO909 has failed to fulfill its part of the agreement.

10.3 extra guarantee means any undertaking of ZERO909, its supplier, importer or producer certifying that certain rights or claims to the buyer grants that go beyond which it is required by law in the event he has failed to fulfill its part of the agreement.

10.4 The shipping costs for returning the article are initially borne by the buyer. If the complaint is justified, ZERO909 will refund the shipping charges. If the buyer has chosen a more expensive method of transmission than the regular standard shipping, ZERO909 do not have to pay the additional cost of the more expensive method.

10.5 If the garment is not in accordance with the washing instructions on the garment is washed, one has himself tried to repair a defect or has not followed the instructions or instructions, the warranty expires.

### **11. Applicable law / jurisdiction / Dispute Resolution Procedure**

11.1 The legal relations between ZERO909 and the buyer is exclusively governed by Belgian law.

11.2 Any disputes arising from this Agreement may be submitted to the competent court in Belgium.

11.3 The consumer or the trader may submit the dispute to **the disputes committee BeCommerce.**

This procedure is much cheaper than going to court. BeCommerce Disputes Committee: "Disputes between consumers and entrepreneurs on the creation and implementation of the agreement with respect to a distance selling and the relationship to be delivered by the entrepreneur or delivered goods and services." If the employer does so, he must still give the consumer to choose the choice of the competent court. The consumer must make a choice in this case within five weeks. If no choice is made within that period, the employer may submit the dispute to the arbitration committee.

Consumers can reach BeCommerce info@becommerce.be via email or through the website www.becommerce.be

11.4 The consumer may submit the dispute to **the European online dispute resolution platform** via the following link: <http://ec.europa.eu/odr>.

### **12. BeCommerce code of conduct.**

12.1 ZERO909 endorses BeCommerce Code. Unfortunately the code is not available in English. You can download the [Dutch](#) version or the [French](#) version.

Form for withdrawal

To:  
ZERO909  
Jan Bekenshoek 14  
B-9120 Melsele

Tel. +32 (0)473 88 17 86  
Mail: info@zero909.be

Ik/Wij (\*) deel/delen (\*) u hierbij mede dat ik/wij (\*) onze overeenkomst betreffende de verkoop van de volgende goederen herroep/herroepen (\*)

Besteldatum: ..... Bestelnummer .....

Naam/Namen : .....

Adres: .....

.....

Handtekening (alleen wanneer dit formulier op papier wordt ingediend)

.....

Datum

.....