

Damoy's General terms and conditions

Thank you for your interest in our products! Below are the terms and conditions that apply to your purchase, they are here to explain your rights and if you have any questions you are always welcome to contact us and we will be happy to explain how this works. What is covered here are things such as who you are purchasing from ([section 1](#)), how to make an order ([section 2](#)), prices ([section 4](#)), shipping and delivery ([section 6](#)), right to withdrawal ([section 7](#)), and warranties ([section 9](#)). We hope that you will enjoy your purchase!

General

These general terms and conditions (the "General Conditions") apply when you ("Customer" or "you") place an order from Damoy Antwerp BVBA, company registration no BE0838 529 366 ("Company", "us" or "we") on damoyantwerp.com, (the "Website").

By accepting these General Conditions, you confirm that you are at least 18 years old or have your legal guardian's permission and that you will comply with the General Conditions. You also confirm that you have read the information on personal data and cookies and approve the use of such data in accordance with La Collection's privacy policy.

We sell products to multiple jurisdictions and these General Conditions are set out to be global . Still, depending on the jurisdiction in which you live, mandatory law may also apply. We respect such applicable laws and nothing in these General Conditions shall be seen as a limitation of your mandatory statutory rights, if such laws provide greater rights for you than set out here.

By accepting these General Conditions, you understand and accept that any order, purchase or transaction is made exclusively between the Company and the Customer, and that Damoy Antwerp — as a platform provider - is not responsible for any content, interactions or transactions made on lacollection-paris.com

Orders etc.

When you receive an order confirmation from us your purchase order is accepted and a purchase agreement is entered into. We encourage you to save the order confirmation for any future contacts with us. We may deny a purchase order for various reasons, for example if you provide incorrect personal data and/or have a record for non-payment of debt.

You may withdraw your order until it has been confirmed by us. We will then refund any payment that you, or your pay- or credit card company, have made for the order.

We may cancel an order if the products ordered are sold out. We will then refund any amount paid and notify you about equivalent products if such are available.

All products ordered remain our property until we have received full payment for them.

Customer information etc.

You are responsible for that the personal data that you provide us with is correct and complete.

You are responsible for all purchases made with your login details. So make sure that you keep the login details secret and that no unauthorized persons have access to them. Let us know if you suspect that an unauthorized person have obtained access to your login details.

Prices, fees etc.

The prices indicated on the Website apply to orders placed on the Website. All prices are in the currency stated on the Website and include VAT where specified (depending on where you reside VAT may however not be applicable to your purchase). If nothing else is stated on the Website the prices do not include payment- or shipping fees and these are given separately. Please note also that local charges (such as currency conversion fees, credit or bank card fees, sales tax, customs duty etc.) may apply depending on where you live and local regulations. Such charges are at your expense and will not be refunded by us.

Special offers

From time to time we may, for specific products, offer more favorable conditions than those provided for in these General Conditions, for example with regards to extended right of withdrawal or free returns. Such more favorable conditions are valid only for a limited duration of time, until the specific products are sold out, and may be cancelled by us at any time, and if we do so these General Conditions will apply without amendments.

Shipping and delivery

Products in stock are normally delivered within the number of working days shown on the Website. The expected delivery time for an order is set out in the order confirmation. In case of delay in delivery, we will inform you and continue to monitor the order. You may cancel the order if a delivery is delayed for more than 30 days and the delay is not due to you.

Depending on delivery method you may be required to pick up the order at a specific delivery point. You are required to do so within the time specified in the notification of delivery. If you do not pick up the delivery in time you may be charged a fee and the order may be sent back to us at your expense. We may also cancel the order if the delivery is not picked up in time.

Right to Withdrawal

You may withdraw your order by notifying us within 14 days from the day that you received the ordered products. You must then send us a withdrawal notification containing your name, address, e-mail address, the order number and a specification of which products that the withdrawal relates to, for example by using the web form on the Website. You must then also, immediately and within 14 days from the date of the withdrawal notification, return the withdrawn products to us at your expense. You are responsible for the condition of the products during the shipment back to us and we therefore strongly recommend that you send these well packaged, in good condition and in their original box and/or packaging.

When an order is withdrawn by you, we will refund the price that you have paid for the products withdrawn, including any shipping costs for standard delivery to you (meaning the cheapest available method of delivery so you will not get a refund for extra costs due to that you have opted for express delivery or something similar). From the amount to be refunded we will however deduct any depreciation in value of the products if such depreciation is due to that you have handled them to a greater extent than necessary to determine their function or characteristics. Shipping costs are further only refunded if the withdrawn products form a whole order and are therefore not refunded if you cancel only parts of an order. We will pay the amount to be refunded as soon as possible and within 14 days of the withdrawal notification. We will however delay the payment until we have received the withdrawn products or proof that they have been sent to us (certificate of delivery). The refund will be paid with the same payment method that you used to pay the withdrawn products unless otherwise agreed.

Your right to withdrawal does not apply to contracts which:

- relate to a service which has been fully performed, if by placing the order you have consented to commencement of performance of the service and acknowledged that there would be no right to withdrawal after performance of the service;
- relate to goods or a service for which the price is dependent on fluctuations on the market which we cannot control and which may occur during the period between you receiving the withdrawn products and your notification to us of the withdrawal of the order;
- relate to goods which have been manufactured in accordance with your specifications or which otherwise are clearly personalized;
- relate to goods which may quickly deteriorate or expire;
- relate to goods with a broken seal which are not suitable for return due to reasons of health or hygiene, and the seal has been broken by you;
- relate to goods which, after delivery, by their nature, are such that they are mixed with other items so that the items cannot be separated;
- relate to a sealed audio or video recording or sealed computer software and the seal has been broken by you ;
- relate to individual issues of a newspaper or magazine;
- relate to digital content which is supplied other than on a tangible medium, if you have expressly consented to delivery in such way and acknowledged that there would be no right to withdrawal;
- relate to cultural events, sporting events, or any other similar leisure activity, food service, catering, or any other similar service, accommodation, transportation of goods or vehicle rental, where we are to provide the service on a specific day or during a specific period.

Warranty and Complaints

Some of our products may come with warranties. Information about such warranties is provided on the Website or in these General Conditions. The order confirmation is the certificate of warranty. Our warranties cover only original manufacturing defects and accordingly not faults arising upon or after any individual changes of the function and/or appearance of the products, such as rebuilding, upgrading or other configuration of the products.

You may, within 2 years (or such longer period prescribed by applicable mandatory law) from the day that you received the products, file complaints regarding products that are defective according to applicable consumer protection legislation. You must then send us a complaint containing your name, address, e-mail address, the order number and a specification of the products that the complaint relates to, for example by using the web form on the Website. You must also file the complaint as soon as possible after the discovery of the defect. Any filing of complaint made within two months from the discovery of the defect will always be considered filed in due time.

We will refund you for defective products in accordance with applicable consumer protection legislation and carry the cost for return delivery of the products to us. We strive to perform such refund within 30 days from receipt of a complaint and finding that a refund shall be made, but this time may be delayed depending on the nature of the product. We also strive to comply with any guidelines regarding defective products provided by the relevant national consumer protection authorities. The refund will be paid with the same payment method that you used to pay the order for the complaint products unless otherwise agreed.

Limitation of Liability

Where applicable mandatory law does not provide otherwise, our liability is limited to direct damages and under no circumstances are we liable for indirect damages such as loss of earnings etc.

Intellectual Property Rights

The Website and all its content is owned by us or our licensors and protected by intellectual property and marketing legislation. This means that trademarks, company names, product names, images and graphics, design, layout and information on products, services and other content may not be copied or used without our prior written consent.

Waiver

We reserve ourselves for any image or typographical errors on the Website, such as errors in product descriptions, technical specifications, inaccurate prices or incorrect information with regards to whether a product is in stock. We are entitled to rectify any obvious errors and, at any time, to change or update the information on the Website accordingly.

The images on the Website are for illustration purposes only and do not guarantee to reproduce the exact number of products that you would receive at an order, nor the exact appearance, function or origin of the products.

Changes to the General Conditions

We may change these General Conditions at any time. We will then set forth the changed General Conditions on the Website and they will enter into force once you have accepted them (in connection with a new order through the Website or while browsing the Website).

Governing law and disputes

In the event of a dispute, we strive to comply with any decision by the relevant national consumer protection authorities.

Any dispute regarding the interpretation or application of these General Conditions shall be governed by and construed in accordance with the laws of the country or state where we conduct our business and shall be subject to the non-exclusive jurisdiction of the court at the place of our incorporation. "Non-exclusive jurisdiction" means that you may bring a claim against us in another jurisdiction if provided by applicable mandatory law.