

TERMS AND CONDITIONS

1. FIELD OF APPLICATION

Coverique is the trade name of the corporation Aristide, with registered office at 2550 Kontich, Nachtegaalstraat 109, Belgium, with company number 0568.538.774, hereinafter referred to as the seller.

In these terms and conditions:

- Seller, means the corporation Aristide, also acting under the trade name Coverique and Aristide;
- Client, means every person or legal entity who is or will be in a contractual relationship with the seller;
- Product, means the subject of one or more contracts;
- Website, means the website www.coverique.eu operated by Aristide.

These terms and conditions shall apply to all orders and contracts made or to be made by us for the sale and supply of products. When you submit an order to us, give any delivery instruction or accept delivery of the products, this shall in any event constitute your unqualified acceptance of these terms and conditions. Nothing in these terms and conditions affects your statutory rights (including the right to insist that goods you buy from businesses must correspond with their description, be fit for their purpose and be of satisfactory quality).

The terms and conditions have priority on all individual conditions which are supplied by the client. Among all conditions that the customer submits, proposes or determines, in any form, whether written, oral or by e-mail, is expressly excluded.

Deviations from these Terms and Conditions may be agreed in writing.

The protection of personal data is subject to the Privacy Policy, published on www.coverique.eu. Use of this website is subject to a disclaimer, published www.coverique.eu.

Invalidity of one or more provisions of these Terms and Conditions shall not affect the applicability of other clauses.

2. HOW A CONTRACT IS FORMED

The customer and the seller expressly agree that a valid contract can be established by making use of electronic communication. In particular, the lack of a signature does not affect the binding force of the offer and its acceptance. The electronic files of the seller apply, to the extent permitted by law, as a presumption of proof.

All prices are expressed in euro and include VAT. Delivery costs are clearly communicated to the customer.

The product has to be fully paid at the time of placing the order. The seller can't be held to deliver the goods before receiving full payment.

If you are asked for details of a payment card, you must be fully entitled to use that card or account.

A contract shall be formed and we shall be legally bound to supply the product to you when we accept your order. Acceptance shall take place when we expressly accept your order by email to you, in the form of a document called a "confirmation of order" stating that we are accepting your order. Our confirmation of order shall be deemed to come into effect when it has been dispatched by us.

The client accepts that the invoices are sent electronically, without prejudice to the right to request a paper copy not later than five (5) days after receipt of the electronic invoice.

If we or you have cancelled your order before we have accepted it, then we will promptly refund any payment already made by you or your credit or debit card company to us for the order of the product.

If the client, after placing his order, discovers that he has made a mistake in his order, he needs to contact the seller by e-mail: info@coverique.eu.

3. DELIVERY

We aim to deliver the product to you at the place of delivery requested by you in your order.

We aim to deliver within the time indicated by us at the time of your order. The exact date however can't be specified at the time the client places his order, nor in the confirmation of order.

We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

On delivery of the product, you may be required to sign for delivery. You agree to inspect the product for any obvious faults, defects or damage before you sign for delivery. You need to keep receipt of the delivered product in case of future discussions with us about it.

We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.

All risk in the product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

The delivery times indicated on the website are indicative. There is a maximum delivery time of 30 days. The delivery time commences on the day following on the day on which the customer placed his order on the website.

If the planned delivery date is exceeded by a fault of the seller, the client can cancel the order with a simple notification. This is only possible if the product hasn't been sent yet. Within 30 days the client will be refunded.

If the product can't be delivered to the address specified, the seller reserves the right to terminate the agreement, without prejudice to other rights in the contract and law. The client will be notified of the termination of the agreement.

4. CANCELLATION

We may cancel a contract if the product is not available for any reason.

The seller reserves the right to cancel the contract in case of suspicion of abuse.

We will notify you if this is the case and return any payment that you have made.

We will usually refund any money received from you using the same method originally used by you to pay for the product.

5. RIGHT OF WITHDRAWAL

The Customer has the right to inform the company that he renounces the purchase without penalty and without giving any reason within 14 calendar days from the day following the delivery of the goods.

If the client decides to renounce the purchase, the products must be returned at his own expense and in the original packaging within the period of 14 calendar days.

6. FAULTY PRODUCTS

We warrant that

- a) the product will be delivered undamaged in the quantities ordered; and
- b) the product will conform with the manufacturer's latest published instructions as set out on the site or in our product material at the time of your order.

The product is intended to be used strictly in accordance with the manufacturer's latest published instructions as set out on the site or as on the product itself. It is your responsibility to ensure that you use the product strictly in accordance with those instructions.

We try very hard to deliver products in excellent condition. However, if you tell us that the product is faulty, you agree to keep the product in its current condition available for us (or our agent) to inspect within a reasonable time.

If you would like us to repair, replace or provide a refund for the product where it did conform to the applicable contract, and we find that the product has:

- a) been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or
- b) been involved in any accident or damage caused by an incorrect attempt at modification or repair; or
- c) been dealt with or used contrary to our or the manufacturer's instructions for the product.

After delivery by us, we may at our discretion decide not to repair, replace or refund you for the product and/or we may require you to pay all reasonable carriage costs and servicing costs at our current standard fees and costs and charge this to your credit or debit card, or

the payment details that you provided to us when you made your order, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

7. LIMITATION OF LIABILITY

The seller shall not be liable for indirect damage such as loss of interest of financial investments or expected earnings, the consequences of a strike, increasing the overall cost, etc.

If possible the seller shall correct the error at its own cost. The client will not be able to claim compensation. If the customer wants to claim compensation, he must notify the seller within 6 weeks after occurrence of the alleged misconduct.

The liability of the seller is limited to the amount of the order.

These term and conditions don't exclude the liability for fraud, intent, gross negligence, death or physical harm.

8. COMPLAINTS

All complaints must be notified within seven working days from delivery by registered letter. If the complaint is found to be justified the liability of the seller shall be limited to repair or replacement of the product.

9. CIRCUMSTANCES BEYOND OUR CONTROL

We shall not be liable to you for any breach, hindrance or delay in the performance of a contract attributable to any cause beyond our reasonable control, including without limitation any act of God, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detainments of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or

transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

Either you or we may terminate a contract forthwith by written notice to the other in the event that the event of force majeure lasts for a period of two business days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a product already paid for by you and not delivered).

If we have contracted to provide identical or similar products to more than one customer and are prevented from fully meeting our obligations to you by reason of an event of force majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

10. APPLICABLE LAW AND JURISDICTION

This agreement is subject to Belgian law.

The applicability of the Vienna Sales Convention is expressly excluded.

In case of dispute, only the courts of the registered office of the seller are entitled, unless a mandatory statutory provision expressly appoints another court a competent.