

General terms and conditions: Anticyclone des Açores

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Clause 1 Identity of the vendor

We are:

Anticyclone des Açores	Craenen bvba
Wolvengracht 34	Ijzerenberglaan 24
1000 Brussel	3020 Herent

Email address: anticyclone@craenen.be
Telephone number: 02/217.52.46
Company number: 0432.544.081
Bank account number: BE02-7340117789-40

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 and the Netherlands. If you submit a delivery address outside of this country, we reserve the right to decline your order.
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. If you ordered online, we provide you in addition and together with the order confirmation a copy of these terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
6. If in addition to these terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer can always invoke to your advantage the most preferential text if our terms and conditions would be contrary to the above special conditions.

Clause 3 Our offer and your order

1. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. 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 to you.
3. Your order is complete and the contract between us is final once we confirm your order by email and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, MasterCard, Maestro and Bancontact. 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 by 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 the delivery address and accept our general terms and conditions. In the final step you get an overview and you confirm your order by pressing the 'Pay Now' button. If you have completed these steps, your purchase becomes final.

Clause 4 Right of withdrawal

1. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 days from the delivery date. You can then return your order without penalty and without giving any reason (the shipping cost hereof is to be paid by you). Within 14 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 via bank transfer.

2. The direct costs of the return of the goods will thus be at your expense. We will indicate the costs of the return or make an assessment of the costs, if it is not reasonably possible to calculate them in advance.
3. We can refuse repayment as long as we have not received the returned goods or until you have shown you have returned the goods, depending on which event occurs first.
4. We expect you to handle the order as well as the packaging with the utmost care during the first 14 days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wish to retain them. Returned goods may not be in used condition. When returning the goods, you will also have to return all delivered accessories and return the goods in their original condition and packaging as well as taking into account our instructions as listed below.
5. You can return your package through post or courier to our shop Anticyclone des Açores at Wolvengracht 34 – 1000 Brussels.
6. In order to exercise your right of withdrawal quickly and correctly, both in case of delivery of services as in the case of delivery of goods, you can fill out the form below and add it to your return shipment.

Return Shipment Form

(Only fill out and sent this form if you wish to withdraw the agreement)

To Anticyclone des Açores – Wolvengracht 34, 1000 Brussels

- Number of products:
- Received on:
- Your name:
- Your address:
- Your bank account number:
- Date:
- Signature:

Clause 5 Price

1. During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and all other levies and services. Hence, you will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. In this case, you will be notified prior to the definitive confirmation of your order.

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 only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You can recognize a safe SSL-connection by the “lock” in the bottom status bar of your browser.

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 law applicable at the moment of your order.
2. Furthermore, in regards to the supplying of products, we maintain the lawful minimum two-year warranty, should the product not correspond to the order placed. This means that in the event of flaws or defects, the product will be repaired or replaced free of charge, up to 2 years after delivery.

As far as it is possible and reasonable, you have the choice to either get a repair or a replacement. Only if the repair or replacement is excessive or impossible, or can't be handled in a reasonable amount of time, do you have the right to demand a price reduction or dissolution of the sales agreement.

If the flaw or defect manages itself within 6 months after delivery, it is considered to have existed before delivery, unless we can prove the contrary. After 6 months it is up to you to prove that the defect or flaw was present at the moment of delivery.

Clause 8 Delivery and execution

1. All goods and services are delivered to the address provided by you when ordering.
2. When the product is in stock it will be presented at your delivery address within a period of 1 to 4 working days. If a good is not in the stock of the webshop, it will be presented at your delivery address within a period of 3 to 6 working days. We will inform you of the delivery period in your order confirmation.
3. Depending on the size and weight of the package, delivery will happen via post or a courier.

4. If we are not able to deliver on time, we will always notify you before the end of the delivery period. If we do not, you can cancel your order for free. In that case we will refund you within 30 days after dissolution of the agreement.
5. Our shipments always happen at our risk. So you do not have to worry about goods getting lost during transportation. If you, however, return goods to us within 14 days after delivery because you prefer not to keep them, you will be responsible for the transportation.
6. 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. Subsequently, you have to send the goods back within 14 calendar days after delivery, together with the Return Shipment Form you'll find under clause 4.

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 of which it is shown that they were not received by the customer.

Clause 9 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 definitely repudiate 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 webshop, late delivery or absence of delivery by suppliers or other third parties,...

Clause 10 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. So you may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc. ...without our prior written and explicit consent.

clause 11 Complaints procedure and conflicts

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us via e-mail at anticyclone@craenen.be. We will do the utmost to deal with your complaint within 7 days.
2. All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If, as a result of international law, the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.
3. By way of Alternative Dispute Resolution measure, the Federal Consumer Mediation Service has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Consumer Mediation Service via this link: <https://www.mediationconsommateur.be/en>

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