

General terms and conditions of sale

V.1-1 of 21.12.2020

Article 1: Preamble

The present conditions are concluded between, on the one hand, SPRL E-BUGS, registered with the Crossroads Bank of Enterprises of Belgium under number 0597.652.236 and whose registered office is located at 4650 Herve, Rue d'Elvaux 17 bte R2, and, on the other hand, persons wishing to make a purchase from SPRL E-BUGS via the website <https://www.ozen.eco/> or direct purchases, (hereinafter referred to as "THE CUSTOMER").

They are to be considered in conjunction with our [Privacy Policy](#) and the [Legal Notice](#) (available at any time on the SPRL E-BUGS website: <https://www.ozen.eco/>).

Identification

Corporate name: SPRL E-BUGS

VAT : BE 0597.652.236

Commercial sign: E-BUGS / ozen.eco

Website: <https://www.ozen.eco/>

E-mail: info@ozen.eco

Article 2: Purpose

The present conditions aim to define the terms of sale between SPRL E-BUGS and THE CUSTOMER from the order to the services, including payment and delivery.

They regulate all the steps necessary for placing the order until delivery at the collection point.

These general conditions cancel and replace all other general conditions and/or agreements, whether oral or written, concluded previously and are available at any time on the website of BVBA E-BUGS: <https://www.ozen.eco/>.

The primacy and exclusivity of these general terms and conditions is an essential element of the contract and the contract cannot be conceived without them, unless the parties have expressly agreed otherwise in writing.

Article 3: Acceptance of the general terms and conditions of sale

The buyer's order implies the application of our general terms and conditions of sale.

The parties agree that their relations shall be governed exclusively by this contract.

These general terms and conditions of sale are applicable to any legal transaction relating to the Product regardless of its destination.

No particular purchase condition of the customer can, unless prior formal written acceptance of SPRL E-BUGS, prevail over the present general terms and conditions of sale.

Any condition to the contrary imposed by THE CUSTOMER will therefore, in the absence of express acceptance, be unenforceable against SPRL E-BUGS, regardless of when it may have been brought to its attention.

Article 4: Registration of personal data

See our [Privacy Policy](https://www.ozen.eco/) (available at any time on the website of BVBA E-BUGS: <https://www.ozen.eco/>).

Article 5: Protection of privacy

See our [Privacy Policy](https://www.ozen.eco/) (available at any time on the website of BVBA E-BUGS: <https://www.ozen.eco/>).

Article 6: Intellectual rights

SPRL E-BUGS has all the rights to the elements composing its website and to the packaging of its Products.

The images, texts, names and logos appearing on the website and on the Products are protected by intellectual property rights, the use of which is legally implemented by E-BUGS SPRL E-BUGS.

Consultation of the website or ordering Products does not entail the transfer of exploitation rights (reproduction rights, representation rights, etc.) of the protected elements.

THE CUSTOMER is prohibited from reproducing, adapting, transmitting to third parties, marketing, representing, translating or modifying the protected elements without the express written permission of SPRL E-BUGS.

The commitments made between SPRL E-BUGS and third parties will only be valid if they are expressly confirmed in writing by the former. Unless otherwise agreed, offers, documentation, catalogues and quotations are provided by E-BUGS BVBA E-BUGS for information purposes only.

Any breach of its fundamental obligations is liable to prosecution.

Article 7 : Liability

THE CUSTOMER is solely responsible for the choice of the Product and its conservation from the moment of delivery.

THE CUSTOMER is solely responsible for payment or customs duties or any other local tax that may be applicable in the recipient's country.

SPRL E-BUGS cannot be held liable for any inconvenience or damage inherent to the use of the Internet network, in particular a break in service, external intrusion or the presence of computer viruses or any event qualified as force majeure.

SPRL E-BUGS cannot be held liable for damages of any kind, whether material, immaterial or physical, which may result from a malfunction or misuse of the Product.

In any case, the liability of SPRL E-BUGS shall be limited to the amount of the order and shall not be held liable for any trivial errors or omissions despite the precautions made by SPRL E-BUGS during the manufacturing process of the Products.

SPRL E-BUGS may not be held liable to THE CUSTOMER or to the recipient for any indirect damage, operating loss, profit or turnover that may occur in any way whatsoever.

SPRL E-BUGS cannot be held liable for the non-fulfilment of the concluded agreement in the event of stock shortage or unavailability of the Product, force majeure, disruptions or total or partial strikes, in particular of the postal services, means of transport and/or communications, floods, fires.

The delivery times indicated on the SPRL E-BUGS website are for information purposes only and do not under any circumstances constitute a firm commitment to delivery within the said period.

SPRL E-BUGS cannot be held responsible for late delivery in the event of incorrect entry of the delivery address or in the event of a strike by the carrier in any other case of force majeure.

The goods always travel at the risk of the buyer, whatever the mode of dispatch or transport, even in the case of free delivery.

Article 8: Right of renunciation and claim

Acceptance of the goods by the buyer without reservations at the time of delivery is equivalent to recognition of their perfect quality.

To be admissible, any complaint must be lodged by the customer within two days of receipt of the goods or within two days of the invoice date.

ARTICLE 9 : Guarantee

9.1 The product

BVBA E-BUGS guarantees that the Product is produced in accordance with the strict quality standards in force on Belgian territory.

BVBA E-BUGS undertakes to do everything possible to maintain the quality of its Products within the framework of an obligation of means.

SPRL E-BUGS may never be held liable in any event in the event of force majeure.

9.2 Confidentiality

SPRL E-BUGS undertakes not to disclose to third parties the information communicated by THE CUSTOMER on the site. This information is confidential. It will only be used by its internal services to process the order and to reinforce and personalise the communication, in particular by letter/e-mail of information, as well as to personalise the site according to the preferences of the Customers.

SPRL E-BUGS may provide consolidated statistics relating to its Customers and its sales to trusted third parties, but these statistics will not contain any personal data.

SPRL E-BUGS does not engage in any trade whatsoever with the data of its Customers.

With regard to the registration of personal data and the protection of privacy, reference is made to articles 4 and 5 of these general terms and conditions of sale, which refer to the privacy policy of SPRL E-BUGS.

Article 10: Payment

Deposits paid by the buyer are to be applied to the price of the order; they do not constitute a deposit, the abandonment of which would authorise the parties to withdraw from the contract.

The goods, articles and products supplied will only become the property of the buyer after payment of the full amount of the invoice.

If the purchaser unilaterally cancels the order, we reserve the right either to demand its execution or to claim compensation equal to thirty percent of the value of the order.

In the event of cancellation by the purchaser and without derogating from our rights to compensation set out in the previous paragraph, any advance payments made with the order will not be refunded.

Our invoices are payable thirty days after the invoice date. In the event of non-payment and without the need for formal notice, the amount due will automatically generate monthly interest of 1.5%. Furthermore, in the event of non-payment, in order to compensate us for the loss suffered, the amount due will be increased by 15% with a minimum of € 150.00 after it has been established that a reminder sent by us has remained unanswered for eight days from the date it was sent. We do not grant any discount for early payment.

The execution of new orders may be suspended or even refused if previous invoices have been paid later than the due date or if they remain unpaid.

Article 11: Nullity of a clause

The nullity of one of the clauses of the present general terms and conditions, either because of a change in legislation or because of a court decision, shall in no way affect the validity and respect of all the other clauses contained in the present general terms and conditions of sale.

Article 12: Proof

The computerised data stored in the computer system of SPRL E-BUGS will be considered as proof of communications, orders and payments between the parties.

Article 13: Applicable law and jurisdiction

Belgian law is applicable to the relationship between BVBA E-BUGS and THE CUSTOMER.

In the event of disputes, THE CUSTOMER shall first and foremost contact SPRL E-BUGS with a view to finding an amicable solution.

In the event of failure, only the courts of the judicial district of Verviers are competent, regardless of the place of delivery and the methods of payment accepted.

The original text in French shall prevail in the event of any dispute as to the interpretation or execution of these general terms and conditions of sale.