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# General Terms and Conditions

Home-use



## Table of contents

Clause 1 – Identity of the vendor

Clause 2 – Applicability

Clause 3 – Our offer and your order

Clause 4 – Right of withdrawal

Clause 5 – Price

Clause 6 – Payment

Clause 7 – Conformity and warranty

Clause 8 – Delivery and execution

Clause 9 – Force majeure

Clause 10 – Intellectual property

Clause 11 – Complaints procedure and conflicts

## Clause 1 Identity of the vendor

We are:

SaaSForce bv

Breda Business Park

Lijndonk 4, unit 00.1B

4825 BG BREDA

Nederland

Email address: contact@home-use.com

Company number: +32 (0)3 877 82 95

VAT-number: NL 8207.99.403.B.01 - KvK 27344523

CC 27344523

IBAN NL69 RABO 0130294063

BIC RABONL2U

## Clause 2 Applicability and conditions

- 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).
- 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.
- Placing an online order on the website : **\*.HOME-USE.COM** constitutes a formal acceptance of our terms and conditions, which are always available through our website.
- If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
- 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

- We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
- 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.
- Your order is complete and the contract between us is final once we confirm your order by mail 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, Bancontact, Paypal. 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.
- In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. In the final step you are led to an overview page, you accept our terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment". If you have completed these steps, your purchase becomes final.

### Clause 4 Right of withdrawal

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 or the conclusion of the contract. You can then return your order without penalty and without giving any reason. This right of withdrawal ends if you have activated the software before the end of the 14 day cooling-off period.

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, by the same means of payment which you utilised for the purchase.

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.

In order to exercise your right to 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 send it to [annulatie@home-use.com](mailto:annulatie@home-use.com). We will send you an acknowledgement of your withdrawal by email.

*Model withdrawal form:*

*Only fill out and sent this form if you wish the withdrawal the agreement.*

*To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:*

*I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods / for the following service (\*),*

*- Ordered on (\*) / received on (\*),*

*- Name of consumer(s),*

*- Address of consumer(s),*

*- Signature of consumer(s) (only if this form is notified on paper),*

*- Date*

*(\*) Delete as appropriate.*

## **Clause 5 Price**

- During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
- Our prices include all taxes, VAT and all other levies.
- We only accept advance payment through our website using the payment methods indicated there.

## **Clause 6 Payment**

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 recognize a safe SSL-connection by the "lock" in the bottom status bar of your browser.

## Clause 7 Conformity and Warranty

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 at the moment of your order applicable law.

We use the legal minimum guarantee period of two years for the delivery of goods if the goods do not conform to the order placed. This means that in case of flaws or defects, a repair or replacement free of charge is possible up to two years after delivery.

As far as possible and reasonable, you have the choice between repair or replacement. Only in the event that the repair or replacement is excessive or impossible or cannot be carried out within a reasonable period, you have the right to demand a price reduction or the dissolution of the sales agreement.

If the defect or flaws manifests within the six months following delivery, this is deemed to have existed before delivery, unless we can otherwise.

## Clause 8 Delivery and execution

- All goods and services are delivered to the address provided by you when ordering.
- Deliveries are only made by email.
- You will receive your delivery within 48 hours via email.
- If we are not able to deliver on time, we will always notify you before the to 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.

## Clause 9 Force majeure

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.

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,...

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.

## Clause 10 Intellectual property

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.

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 at [contact@home-use.com](mailto:contact@home-use.com). We will do the utmost to deal with your complaint within 7 days.

## Clause 11 Complaints procedure and conflicts

All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Dutch law. Only the courts of The Netherlands 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 the Dutch Law on Market Practices and Consumer Protection.

By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs 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 Service de Médiation des Consommateurs via this link: <http://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: <http://ec.europa.eu/odr>.

If we can't make an arrangement together via our personal complaints service on [contact@home-use.com](mailto:contact@home-use.com), as a consumer you can contact Safeshops.be. Safeshops.be will mediate between you as a consumer and us, if your complaint is accepted by them. Only complaints submitted via the complaints form on <https://www.safeshops.be/nl/consumers-complaints/> are dealt with. This label organization has all the right information to further address your complaint.