

ATMOOZ

by Charrell

General conditions

Atmooz

A brand brought to you by
CHARRELL HOME INTERIORS NV

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The website www.atmooz.be is property of Charrell Home Interiors NV, headquartered at Vossendaal 10, 2440 Geel, registered with the Crossroads Bank for Enterprises (CBE) under the number 0820.075.711. The VAT number is BE 0820.075.711.

- Telephone number: +32 14 58 71 93
- E-mail address: hello@atmooz.com

These **General Sales Conditions** apply to all orders and sales transactions via the website www.atmooz.be, as well as its alternative domain names and/or e-mail addresses, in regard to the products offered via the website (or via e-mail). By placing an order, the buyer agrees to these **sales conditions** in their entirety, without exception. **Atmooz** reserves the right to change the sales conditions. Any changes to the sales conditions will only apply to orders placed on or after the date of the change.

We sell our products **exclusively** to consumers **aged 18 and above**, and only in quantities appropriate for consumer use.

1. Application

Every order constitutes the buyer's acceptance of these general conditions, which make up an integral part of the agreement, to the exclusion of all other general or special conditions on the buyer's part, unless expressly stipulated elsewhere in writing.

2. Quotes and acceptance of the order

The presentation of our products in the **Atmooz** E-shop is only an open invitation to order products from us. By sending in your order, you make a binding offer to enter into a sales agreement. We accept this offer by delivering the products. We are free to choose whether or not to accept an order. If we will not fill an order, we will notify you immediately.

Product and pricing information, as well as detailed order information, are drawn up and communicated, subject to change and correction.

In the event that products are improperly priced due to an error, whether at the unit level or as a result of activating a promotion, **Atmooz** will not be required to deliver the product to you at the incorrect price. In such circumstances, **Atmooz** can notify you of the correct price and request that you confirm or cancel your order of the product in question.

You are only bound to the order once you have entered all of the data necessary to complete the sales agreement, confirmed that you are aware of these general terms and conditions and agree to them, clicked the "pay now" button and successfully completed payment through our payment service provider. Payment is considered complete when the payment service provider sends you back to our website.

After placing your order, you will receive an automatic e-mail confirming your order. This confirmation only serves to notify you that we have received your order; it does not constitute acceptance of the order, nor does it imply a sales agreement. We accept the order by delivering the products. The order is delivered after receipt of your payment.

Atmooz has the right to refuse orders for the following reasons, among others:

- the product is out of stock or no longer available;

- it has been noted that products in the Atmooz E-shop are improperly presented;
- there is a strong suspicion of illegal activity or bad faith on the part of the Customer;
- force majeure;
- when it appears that the Customer intends to resell the articles.

Met opmerkingen [M1]: OK?

Offers & promotions

Promotions are non-binding, unless otherwise stated in the offer itself. When you accept a non-binding promotion, **Atmooz** reserves the right to retract or alter the offer within 3 business days of receipt.

Atmooz is only bound by oral agreements after this is confirmed expressly in writing.

Atmooz promotions do not automatically apply to repeat orders. **Atmooz** cannot be held to its promotion if all or part of the offer contained an obvious mistake or error. Additions, changes and/or further agreements only apply if agreed to in writing.

Discounts, vouchers and promotional codes

Only one discount, voucher or promotional code can be applied per order, unless otherwise noted. In addition, every discount, voucher or promotional code can only be used once per person.

Discounts, vouchers and promotional codes cannot be used in combination with other promotions.

Discounts, vouchers or promotional codes cannot be redeemed for cash and have no monetary value.

Cancelled orders render a promotional code invalid.

Discounts, vouchers and promotional codes can only be used for one order. All remaining credit from the discount, voucher or promotional code cannot be carried forward to apply to a future order.

The Customer Service Department may offer discounts, vouchers and promotional codes to a specific customer, in the form of a credit to the customer's account. This credit must be applied to a single order.

Any attempt to manipulate the system and use of discounts, vouchers and promotional codes by entering them in bulk through third parties or syndicates, macros, "script," brute force, false identity through IP address manipulation, the use of other entities or any other automated means (including systems that can be programmed to enter these codes) render the order and use of the discount, voucher or promotional code invalid.

Unfortunately, it is not possible to apply a promotional code or gift voucher after an order has already been placed. You can, of course use the promotional code or gift voucher on your next order.

The nature, duration and expiration date of a promotion, as well any additional specific terms and conditions of use, can be found in the description of the promotional code. Every promotional code is valid for a limited period. After this period, the promotional code can no longer be used.

Discount percentages that can be combined are applied serially. That means that, after processing the promotional code, any additional discount percentage will be applied to the remaining fee after application of the first discount.

You cannot use promotional codes for pending orders.

If a promotional code is used for articles priced (in total) lower than the value of the promotional code, the remaining sum from the promotional code will be forfeit.

Promotions apply as long as supplies last.

You cannot use promotional codes for commercial purposes and/or for purposes other than originally intended.

3. Delivery

Delivery of products will occur, to the extent possible, within the timeframe indicated on the information pages covering **Shipping and Returns**. In most cases, delivery will take place within two to three business days of receipt of payment. Within Belgium, the package will be delivered the following business day. In the Netherlands, it can take one to two extra business days. No delay in delivery can give rise to termination of the sale or payment of damages to the buyer, except in case of deliberate delay. Responsibility for faulty delivery addresses lies with the buyer and can lead to extra fees. Unless otherwise noted, prices indicated on the website do not include transport and delivery of the products to the buyer. These fees are listed separately. **Atmooz** reserves the right to make partial deliveries. If products are not delivered, the buyer is reimbursed without interest or other compensation.

4. Retention of ownership

Products delivered remain property of **Atmooz** until payment is complete. This includes all costs and fees, interest on arrears and reimbursement. In the event that the buyer fails to pay, **Atmooz** reserves the right to repossess the products at the buyer's expense.

5. Right to return

The buyer has the right to return the purchase, without paying any fees or providing any motivation, within 14 calendar days, starting from the day after delivery. If the buyer returns the purchase, he must provide written notification, clearly stating the order number. The process described on the **Returns** information page must be followed.

If that happens, the buyer must return the goods in their original condition and packaging to **Charrell Home Interiors**, Vossendaal 10, 2440 Geel, Belgium. If products are returned without complying with the return conditions, the buyer will not be reimbursed or may receive only partial reimbursement. If the buyer wants to exchange a product, he must cover the shipping fees.

Met opmerkingen [M2]: OK? Seemed more appropriate than refuse somehow...

6. Force majeure

Atmooz is not responsible for delays due to circumstances beyond our control. This includes disruptions in production or manpower, transport delays, strikes, and disruptions to the work schedule that may affect us or our suppliers, even if they can be foreseen.

7. Privacy

When the buyer places an online order, he grants his consent for **Atmooz** to store and use his data, exclusively for **Atmooz**. **Atmooz** will not, under any circumstances, share this data with third parties. The buyer always has the right to request this data or to adjust it. In this way, **Atmooz** respects the Belgian law passed down on December 8, 1992, regarding protection of privacy when processing personal data. See, also, our **Privacy Policy**.

8. Independence of the clauses

If an article of these terms and conditions is declared null and void, this will not affect the validity of the remaining articles.

9. Warranty and conformity

Should an article arrive damaged, we confer with you to determine what the best option for you is: exchange or compensation. We expect you to send us a photo clearly showing the damage. This can be sent to us via e-mail at: **hello@atmooz.com**

The legal warranty terms apply to all of our products. According to the September 21, 2004, consumer protection law related to sales of consumer goods, the consumer has legal rights.

The full legal warranty term of two years is valid, starting on the day of delivery.

In any case, the warranty does not apply in the following circumstances:

- normal wear and tear of the product
- improper or abnormal use of the product or use of the product for purposes other than its intended use
- failure to follow the usage and/or maintenance instructions
- intentional damage to the product or damage due to negligence
- if you have altered the product or allowed a third party, not selected by Atmooz, to alter the product
- commercial usage of the product

Loss and damage in shipping

Atmooz is not responsible for loss or damage of articles during the shipping process, no matter which shipping company is used. If the articles ordered sustain damage while being shipped, we try to work with you to find a solution.

For damage to products that were purchased online and delivered to the buyer's home, the buyer should first contact us at **hello@atmooz.com**. See information page regarding Returns.

We guarantee that the products and/or services comply with the sales agreement, the specifications set forth in offer, reasonable expectations of reliability and/or usability and the applicable statutory limitations and/or government regulations on the date on which the sales agreement was entered into.

You are required to check the items delivered immediately upon receipt. If it seems that you have received the wrong product or that the product is inferior or incomplete, you should (before returning the product to Atmooz) report these deficiencies in writing immediately, via **hello@atmooz.com**.

Met opmerkingen [M3]: Compliance?

Complaints and any visible damage to and/or qualitative deficiency in an article, or any other shortcoming with the delivery thereof, must be reported within 8 days of delivery. Otherwise, any right to reimbursement is forfeit.

If **Atmooz** believes your complaints are justified, **Atmooz**, at its own discretion, will either replace the articles delivered, free of charge, or come to a written agreement with you regarding compensation for damages.

10. Use of the Atmooz E-shop & liability

The information on the website is of a general nature. The information is not adapted to personal or specific circumstances, and thus cannot be seen personalized, professional advice to the user.

Atmooz makes every effort to ensure that the information provided is complete, correct, accurate and up to date. Despite these efforts, errors can appear in the information provided. Should the information provided contain errors or should certain information on the site be unavailable, **Atmooz** will make every effort to correct the situation as soon as possible.

Atmooz cannot be held liable for direct or indirect damage arising from the use of the information on this site. If you identify errors in the information provided on the site, you can contact the webmaster.

Product specifications are approximate. We cannot guarantee that every screen depicts a color precisely, nor that the color and/or shape of the product you receive will not deviate slightly from the description shown online.

Atmooz is not responsible for loss or damage of any kind that the Customer or a third party might suffer when using the product.

The contents of this site (links included) can be adjusted, changed or updated at any time, without warning. **Atmooz** does not guarantee the website will function smoothly and cannot be held responsible in any way for faulty operation or temporary (un)availability of the website, nor for any form of damage, direct or indirect, resulting from accessing or using the website. **Atmooz** cannot, under any circumstances, be held liable to anyone, directly or indirectly, specifically or otherwise, for damage resulting from using this site or any other site, in particular as a result of links or hyperlinks, including, but not limited to, all losses, disruptions to work, damage to programs or other data on the computer system, hardware, or software, or any other property belonging to the user.

The website may contain hyperlinks to websites or pages belonging to third parties, or may indirectly link to them. Placing links to these websites or pages does not in any way imply approval of the content they contain. **Atmooz** expressly declares that they have no say in the content or other properties of these websites and cannot be held liable in any way for the content or properties of the sites, nor for any other form of damage resulting from the use of said sites.

General statement on Atmooz's liability:

Atmooz is not liable for any it may cause due to error or negligence, unless intentional or due to gross negligence by the company or its employees. All damage of any nature that cannot be foreseen at the time the sales agreement is entered into cannot be reimbursed. **Atmooz's** liability is always limited to direct, personal damage suffered and will never exceed the purchase price of the product in question.

Met opmerkingen [M4]: OK?

Use of material from the Atmooz E-shop:

Only with the explicit permission of **Atmooz** can information from the website be used elsewhere. It is prohibited to change, copy, reproduce, download, disseminate, transfer or commercially sell and/or distribute the services, the pages from the e-shop or the IT codes affiliated with the **Atmooz** site.

11. Copyright and intellectual property

Property:

This website is property of Yannick Breckpot & Didier Breckpot and part of the company **Charrell Home Interiors NV** (enterprise number BE 0820.075.711).

By accessing and using this website, you expressly agree to the applicable general terms and conditions, as described here.

The content of the **Atmooz** websites, including the brands, logos, designs, data, product or company names, texts, images and so forth are protected under intellectual property right laws and belong to **Atmooz** or third-party rights holders.

We have developed the **Atmooz E-shop** for personal, non-commercial use by our Customers.

The entire content of the **Atmooz E-shop** (including the website's layout and design, texts, graphics, photos, images, moving images, sounds, illustrations, software, etc.) is property of **Atmooz** or of associated companies, license holders and/or content providers. **Atmooz** reserves all associated rights, particularly all intellectual property rights.

The Customer may only download the content and make one copy thereof for personal, non-commercial use, on the condition that the content of the material to which the intellectual property rights apply remains in its original state. Copying or saving any content for any purpose other than personal, non-commercial use is prohibited.

In case of a dispute, the contact details for filing a complaint are listed below. Such complaints will be handled with the highest priority.

12. Applicable laws

All agreements made with the Vendor fall under Belgian law. Belgian courts have exclusive jurisdiction.

13. Complaints

Do you have a complaint about our products or services? Let us know via hello@Atmooz.com, and we will do our best to work with you to find a solution.

If you are not satisfied with the solution offered, you, as a consumer in the EU, also have the option to file your complaint with the European Commission's ODR platform. This ODR platform can be found at ec.europa.eu/odr. If your complaint isn't being handled elsewhere, you are free to file your complaint through the European Union platform.