



GENERAL TERMS AND CONDITIONS OF SALE FLAX GHEKIERE (LINVIE)

1) COMPANY INFORMATION

NV Flax Ghekiere, trading under the trade name Linvie, with registered office at Toor 2, 8880 Ledegem, with company number 0425.912.746 and telephone number 056/50.99.90, email address info@linvie.be.

2) DEFINITIONS

Agreement: the distance contract concluded between the Company and the Customer for the purchase of Products via the Website. The Agreement is governed by these general terms and conditions.

Company: NV FlaxGhekiere, trading as Linvie, incorporated under the laws of Belgium with registered office at Toor 2, 8880 Ledegem and VAT number 0425.912.746.

Customer: any natural person acting for purposes outside their trade, business, craft or profession who purchases or may purchase Products through the Website.

Force majeure: unforeseeable events beyond the control of the Company, including but not limited to war, act of God, flood, explosion, fire, operating accidents, breakdown of machinery, bankruptcy of suppliers, lack of raw materials, riot, civil disturbances, riots, partial or general strike or lockout epidemic or similar situation qualified as such by the competent authorities or the adoption or introduction of laws or regulations in Belgium that prevent the affected party from fulfilling all or part of its obligations, such as, for example, 'lockdown' measures taken by the government (or other competent authorities) to deal with a crisis.

Products: all linen textiles available for purchase on the Website.

Website: Linvie's website www.linvie.be.

Working day: every day except Saturday, Sunday and national holidays in Belgium.

Offer: the offering of Products via the Website. The Offer is governed by these general terms and conditions.

3) APPLICABILITY

3.1 These general terms and conditions shall apply to any Offer made by the Company and to all Agreements.

3.2 These general terms and conditions shall be made available to the Customer prior to the conclusion of the Agreement with the Customer. These general terms and conditions will be made available to the Customer, at least prior to the conclusion of the Agreement, in a manner that will enable the Customer to save the general terms and conditions on a durable electronic data carrier.

4) CONCLUSION AND DURATION OF THE AGREEMENT

4.1 The purchase process starts with the selection of a Product by Customer, which can be placed in the virtual shopping cart after careful review of the Product information by Customer. After checking the shopping cart (including quantities, prices and any shipping options for the Products), the Customer can decide to proceed to "checkout", after which the shipping method and payment method are successively selected by the Customer. Before finally placing the order, the Customer will receive a summary of all the data entered. After final placement of the order and receipt of payment, the

Product will be packaged and shipped to the Customer.

4.2 The Agreement is concluded once the Customer has accepted the Offer and the general terms and conditions.

4.3 The Agreement and the general terms and conditions remain in force until all commitments have been fulfilled

5) PRICES

5.1 The prices of the Products are those stated on the Website at the time the Customer places an order.

5.2 All prices include VAT at the prevailing current rate in the Customer's country of residence.

5.3 All prices of the Products do not include delivery costs. The delivery costs are available to the Customer on the Website. The delivery costs will depend on the country to which the Products are to be shipped.

5.4 Before placing an order, the total price, including all costs and taxes, will be available to the Customer and stated.

5.5 If a Product is incorrectly priced on the Website, the Company will contact the Customer in writing as soon as the Company becomes aware of the incorrect price. The Customer has the option to continue purchasing the Products or cancel the order in accordance with the cancellation procedure stipulated in clause 8. The order will not be processed until the Company has received the Customer's instructions within fourteen (14) days from the time the Company notifies the Customer. If the Company fails to contact the Customer, using the contact details provided by the Customer during the ordering process, or if the Company does not receive a reply from the Customer within the above-mentioned period, the Company shall treat the order as cancelled and notify the Customer in writing.

6) PAYMENT AND MEANS OF PAYMENT

6.1 The Customer may pay for the Products by the following means of payment: bancontact, KBC payment button, Belfius Direct Net and credit and debit cards (visa, mastercard and american express).

6.2 The Customer must pay at the time the order is placed.

7) SHIPMENT AND DELIVERY

7.1 The Company undertakes to deliver the Products within a period of 30 days after full receipt of payment, unless a different delivery date is agreed between the Company and the Customer at the time the Agreement is formed.

7.2 If the Company is unable to deliver the Products within the above-mentioned time period, the Company undertakes to inform the Customer in writing. The Customer shall then give the Company a new, reasonable delivery period. If the Company again exceeds the deadline, the Customer has the right to cancel the order.

7.3 The Customer will receive confirmation via e-mail as soon as the order leaves the Company.

7.4 The Company will deliver the order to the address that the Customer has provided to the Company during the purchase process. If no one is available at the Customer's address at the time of delivery, the Customer must follow the instructions of the delivery service responsible for delivering the order. The Company reserves the right to make partial deliveries of the Products ordered, for example if part of the order is delayed or unavailable. In case of partial delivery, the Company will inform the Customer by e-mail.

7.5 Upon delivery/collection, the Customer must check the packaging for any damage. If the Products are damaged, the

Customer must not accept delivery and must notify the Company immediately in writing. After notification, the Company will give the Customer the necessary instructions regarding the damaged Products.

8) **RIGHT OF CANCELLATION BEFORE DELIVERY**

8.1 The Customer has the right to cancel the order without giving a reason and free of charge before the shipment of the order.

8.2 The Customer may cancel the order by sending an email to info@linvie.be or via the Customer's account on the Website. After cancelling the order, the Customer will receive confirmation of the cancellation [by sending an e-mail and the Company will refund the amounts already paid on the credit or debit card the Customer used to pay. If it was not possible to cancel the order, the Products will be delivered and the Customer can return the Product according to the procedure described in clause 9.

9) **RIGHT OF WITHDRAWAL AND REFUND**

9.1 The Customer has a legal right to withdraw from the Agreement during the period specified in clause 9.2. This means that the Customer may decide not to keep the Products during the relevant period. The Customer must inform the Company of its decision to withdraw from the Agreement and receive a refund. The Customer does not have to provide a reason for the withdrawal.

9.2 The Customer has fourteen (14) days to withdraw from the Agreement. The starting point of the period to exercise the right of withdrawal may vary. The following rules apply:

- a) If the delivery is a single Product, the period starts the day after the Customer receives the Product.
- b) If the delivery relates to several Products delivered on separate days, the period begins the day after the Customer receives the last Product ordered.
- c) If the delivery relates to a Product over a certain period, the period starts the day following the day on which the Customer received the first delivery of the Products.

If the Company has not provided the Customer with the legally required information regarding the Customer's right of withdrawal, the Customer shall have twelve (12) months to withdraw from the Agreement from the day after the end of the initial fourteen (14) day period mentioned above. If the Company has provided the Customer with the legally required information regarding the Customer's right of withdrawal within the twelve (12) month period mentioned above, the Customer shall have fourteen (14) days to withdraw from the Agreement from the day after the Customer received the information from the Company.

9.3 You may only revoke the agreement if the Products:

- a) have not been worn, washed or otherwise used. However, it is allowed to try on the clothes, shoes, etc;
- b) be complete, and
- c) bear their original labels.

9.4 The Customer cannot exercise the right of withdrawal with respect to the delivery of Products according to the Customer's specifications or clearly intended for a specific person. If the Customer decides to withdraw from the Agreement, the Customer must inform the Company by completing the model form in Annex 1 to these general terms and conditions (which can also be

found on the website www.linvie.be).

9.5 The Customer must return the Products to the Company without undue delay and in any event no later than fourteen days after sending the notice of withdrawal to the Company. The Products must be sent to the Company in the same manner in which the Customer received the Products; all costs for returning the Products shall be paid by the Customer.

9.6 In case of revocation:

- a) the Company will refund the amounts already paid by the Customer for the Products upon receipt of the Products. However, the Company may reduce the refund to take into account any decrease in the value of the Products if this was caused by the Customer having handled them in a way that would not be permitted in a shop.
- b) The Company will make all refunds within a reasonable time after receipt of the Products.
- c) The Company will reimburse the Customer on the credit or debit card the Customer used to pay.
- d) The Company is entitled to refund the Customer with vouchers if the Customer has used vouchers to pay for the Products.

10) **WARRANTY**

10.1 The Customer is entitled to a two-year statutory warranty. The legal warranty covers any defect or lack of conformity of the Products that manifests itself within a period of two years from the date of delivery of the Products. The Customer must inform the Company via info@linvie.be of the defective Products within a reasonable time after the defect is known or could reasonably have been known by the Customer. If a defect occurs within the statutory two-year warranty period, the Customer must follow the procedure set out in clause 9.

10.2 Upon return of the defective Product, the Company shall, at the Customer's sole discretion, send the Customer a new Product or repair the Product, and we shall bear all costs related to the exchange/repair of the Products. The Product can only be replaced and delivered to the extent that it is still available/in stock from the Company's suppliers. If the repair or replacement is not possible or cannot be carried out within a reasonable time, the Customer shall have the right to terminate the Contract and the Company shall refund the price in accordance with clause 9.6.

11) **COMPLAINTS PROCEDURE**

11.1 If the Customer has any complaints, he can contact the Company at the following e-mail address info@linvie.be.

11.2 The Customer may also submit its complaint to the online dispute resolution platform provided by the European Union, <http://ec.europa.eu/odr>. For Belgium, this is the European Consumer Centre, located at 1060 Brussels, Hollandstraat 13. odr@eccbelgium.be, tel. +3228923712)

12) **TRANSFER AND SUBCONTRACTING**

If the Customer has purchased a Product as a gift, he may transfer the warranty as provided in clause 10 to the recipient of the gift without having to seek the Company's consent.

13) **USE OF PERSONAL DATA**

The Company uses the Customer's personal data only in accordance with the Privacy Policy on the Website.

14) **FORCE MAJEUR**

14.1 The Company shall not be liable or responsible for the non-performance or delay in performance of its obligations under the Agreement due to Force Majeure.

14.2 In case of Force Majeure:

- a) the Company will notify the Customer by e-mail; and;
- b) the Company's obligations under the Agreement shall be

suspended and the period for performance of obligations shall be extended for the duration of the Force Majeure situation. When the Force Majeure situation affects the delivery of the Products, the Company will arrange a new delivery date with the Customer after the Force Majeure situation has passed.

15) APPLICABLE LAW

These terms and conditions are governed by the laws of Belgium. This means that the Contracts for the purchase of Products through our Website and any disputes or claims arising therefrom or related thereto shall be governed by Belgian law.

16) LIABILITY

The Company shall only be liable for direct damages resulting from its own intentional fault, fraud or deceit. In any case, the Company's liability shall always be limited

to a maximum of the value of the defective Products. This is the net amount, i.e. the product price excluding transport costs and tax, of the transaction from which the damage arose. All indirect damages, such as indirect, immaterial and consequential damages are excluded. Any agreement by the Company to return the Products will never constitute an admission of any liability of the Company.

17) VARIA

17.1 The Company may modify these terms and conditions at any time. The terms and conditions in effect at the time of ordering the Products will apply to the Agreement between the Customer and the Company.

17.2 The invalidity of any provision or part of a provision under the Agreement shall in no way affect the validity of the remainder of the provision or clauses.
