

General terms of sale

The General Terms of Sale stipulated herein govern all relations between

LRPS S.p.r.l. whose registered office is rue Joseph Mathieu, 37A in Limal - 1300, Belgium (VAT number 890219082), hereinafter referred to as "LRPS"

and

any natural person placing an order on the website accessible at the address "<http://www.verticook.com>", hereinafter referred to as "Purchaser".

Article 1: Definitions

The following terms shall have the meaning provided here below:

Site: the site accessible at the address <http://www.verticook.com>.

Invoice Date: the date stipulated on the purchase invoice.

Reception Date: The date of the day on which the Purchaser, or a third party designated by the Purchaser and other than the carrier, acquires physical possession of the goods or, in the event of an order involving several shipments, acquires physical possession of the last shipment of the order.

- In case of delivery by a carrier, the date of reception will be the date exhibited on the receipt signed by the Purchaser upon delivery by the carrier.
- In case of collection of the goods at the site of LRPS, the Reception Date will be identical to the Invoice Date.

Article 2 - Purpose

Any order placed through the Site takes for granted the acceptance without restriction of the general terms of sale specified herein. The fact that the Purchaser checks the box "I have read and accept the general terms of sale" means that he has acquired knowledge of and accepted such general terms.

When placing an order, the Purchaser certifies that he is a natural person, adult, acting for his personal needs and not as a commercial entity. He acknowledges having full capacity to act in accordance with the general terms of sale specified herein when making transactions on the Site.

Communication between LRPS and the Purchaser other than that made through the Site will be in made in the French or English language.

LRPS shall have the right to adapt or modify at any time the general terms of sale specified herein. The applicable general terms of sale shall be those in force on the date of the day on which the Purchaser places an order.

All previous versions of the general terms of sale are available on the Site together with the dates on which they were updated.

The Purchaser shall have the option to print the general terms of sale specified herein (and all previous updates) and any notifications received by him by e-mail within the framework of his order.

The date of the last update of the General Terms of Sale is January 17th, 2017.

Article 3 - Characteristics of the offered products

The product offers listed on the site are valid within the limits of available stocks.

The photographs are the most truthful possible but cannot ensure a perfect similarity with the offered product, for example regarding colors.

The products and services offered on the Site are in accordance with Belgian law and standards applicable in Belgium (notably EN 1860-1).

Article 4: Prices

The prices listed on the site are quoted in Euros taking into account the VAT rate applicable on the date of the order. Any VAT rate change that may occur will be passed on the price of products or services.

LRPS shall have the right to change prices at any time. However, the price quoted on the Site on any given date shall be the only one applicable to all orders placed on such date by any Purchaser.

Article 5: Orders

A Purchaser who wishes to buy a product must compulsorily place an order on the Site.

The information provided by the Purchaser when placing an order (e.g. name, shipping address, email address, phone number) is binding. The responsibility for LRPS can in no way be sought if an error having occurred when an order is placed prevents or delays delivery.

LRPS confirms its acceptance of an order by sending an e-mail to the Purchaser at the email address provided by the Purchaser. The sale will be concluded only as of the date of the day of such confirmation.

LRPS shall have the right to cancel any order from a Purchaser with whom there is a dispute in connection with the payment of a previous order.

All the supplied data and the order confirmation shall constitute a valid proof of the transaction. The confirmation shall be equivalent to a signature and acceptance of the transaction made.

When ordering an article that turns out to be unavailable, LRPS reserves the right to cancel the order, provided that LRPS informs and refunds the Purchaser. For orders involving several items, if any of such items eventually turns out to be unavailable, LRPS shall inform the Purchaser of the impossibility of shipping the unavailable items. The rest of the order will be processed and shipped to the customer within the time frame specified on the Site. The Purchaser may also opt for the total cancellation of his order, provided that he informs LRPS thereof.

Article 6: Payment

The confirmation of an order implies the obligation for the Purchaser to pay the price indicated on the order confirmation sent by LRPS to the Purchaser. The product price is payable on the day of the order.

Payments will be made through one of the following options:

-by bank transfer (offline):

- Account number: IBAN: BE23 3630 1641 7591 - BIC BBRUBEBB
- Account holder: LRPS S.p.r.l.
- Holder's address: Rue Joseph Mathieu, 37A, 1300 Wavre - BELGIUM
- Bank address: Keytrade Bank, Bld du Souverain 100, 1170 ó Bruxelles, Belgique

-by credit card (online) through the secure system provided on the Site.

-in cash (offline), if the Purchaser opts for collecting its order physically instead of having it delivered to its address.

Upon receipt of the payment, LRPS will send to the Purchaser an email containing the invoice exhibiting notably the VAT, with the possibility for the Purchaser to print it out.

Article 7 - Delivery

All items purchased are delivered unassembled.

LRPS reserves the right to select a delivery carrier other than the one offered on the Site to the Purchaser during the ordering process.

The delivery rates shown on the Site only apply for delivery to national territories located on the continent (including Great Britain), excluding those located on islands. Purchaser must request a specific offer for any delivery to an island.

The products are delivered to the shipping address specified during the order process.

The delivery time indicated on the Site and on the e-mail informing the Purchaser of the delivery process is given only for indicative information purposes. It is nevertheless representative of the experience of LRPS with its carrier partners.

If the delivery time exceeds the Invoice Date by more than thirty calendar days, the sales contract may be terminated by the Purchaser and the Purchaser will be reimbursed within fifteen working days of all amounts paid to LRPS for his order.

LRPS cannot be held responsible for late delivery due exclusively to the unavailability of the Purchaser after several appointment proposals.

The possible delays do not entitle the Purchaser to claim damages.

Article 8: Transfer of ownership and risk

The full ownership of the goods is transferred to the Purchaser on the Invoice Date.

The risk of loss or damage to goods sold is transferred to the Purchaser on the Reception Date.

Article 9: Obligations of the Purchaser upon reception of the good

Upon delivery or removal of the good, the Purchaser (or a third party designated by the Purchaser, and other than the carrier) bears the obligation to check the status of the package (without opening or unpacking it) and to record any visible damage. He shall note all such damages on the document that the carrier asks him to sign as proof of receipt, and report this immediately to LRPS by email.

The Purchaser (or a third party designated by the Purchaser, and other than the carrier) will notify LRPS by email any hidden or invisible damage, that is to say any damage which could not be found before the opening of package, within five calendar days from the Reception Date in order to allow LRPS to make a claim declaration against the carrier. In such an event, the damaged goods must be retained by the Purchaser in their original packaging until the regularization of the claim. This procedure is necessary to allow the carrier to access the damaged goods for control.

Article 10: Guarantees

According to the legislation in force in Belgium (Article 1641 and next ones of the Code Civil), the Purchaser enjoys for all goods purchased on the Site, a legal guarantee against any conformity defect and against any hidden defect for a period of two years as of the Reception Date.

This guarantee covers defects of conformity and hidden defects existing at the time of delivery of goods. Defects or damages caused by misuse, poor maintenance or improper use or contrary to the specifications of LRPS such as water damage, oxidation, fall or impact, negligence and wear, are not covered by guarantee.

To invoke the guarantee, the Purchaser must submit the invoice that was sent to him by email.

All claims, requests for exchange, repair or reimbursement related to the guarantee must be made by regular mail to the contact address indicated here below.

LRPS undertakes to provide spare parts for goods sold on the site at the request of the Purchaser for five years from the Invoice Date.

Article 11: Withdrawal

The Purchaser has the right to withdraw from the contract without giving any reason, provided that it conveys to LRPS its communication related to the exercise of the right of withdrawal before the expiration of the withdrawal period.

The withdrawal period ends fourteen days after the Reception Date.

To exercise the right of withdrawal, the Purchaser shall notify LRPS its decision to withdraw from this contract by an unequivocal statement (eg letter sent by regular mail or email). The Purchaser may use the downloadable model withdrawal form on the Site or attached below, but this is not mandatory.

Article 12: Obligations of LRPS in case of withdrawal

LRPS shall reimburse all payments received from the Purchaser, including, where applicable, the cost of delivery to the address of the Purchaser, without undue delay and in any event within fourteen days after the day on which LRPS is informed of the decision of the Purchaser to withdraw from the contract in accordance with Article 11.

LRPS shall make the reimbursement using the same means of payment used by the Purchaser for the initial transaction, unless expressly agreed by the Purchaser to another means of payment and provided that reimbursement does not entail fees for the Purchaser.

LRPS may withhold the reimbursement until LRPS receives the goods or until the Purchaser provides evidence of shipment of the goods, whichever is the earliest of these facts.

Article 13: Obligations of the Purchaser in case of withdrawal

The Purchaser shall return or give back (the) unused good (s) in its (their) original packaging, intact (s) together (s) with all accessories, instructions and documentation to the contact address indicated below without undue delay and in any event not later than fourteen days after the Purchaser has communicated its decision to withdraw from this contract. This deadline is deemed met if the Purchaser returns the goods before the end of the fourteen day period.

The Purchaser shall bear the direct cost of returning the goods.

As part of the exercise of his right of withdrawal, the Purchaser may proceed with manipulations of the good purchased (for example, mount, inspect and try it), to the extent that such manipulations are necessary to establish its nature, its characteristics and its proper operation, and provided they do not involve combustion of any fuel. In case of depreciation of the good, the liability of the Purchaser can only be involved if the depreciation results from other manipulations.

Article 14: Obligations of the Purchaser in case of return or loss of goods

Purchaser agrees to carry out for free all the necessary steps to return the goods, regardless of the cause or origin (eg withdrawal by the Purchaser, non-conformity of the good, unreasonable delivery time) according the instructions provided by LRPS. This can require for example to carry the goods in a pick-up/drop-off point of the carrier or in a post office.

In case of loss of goods by the carrier, LRPS shall reimburse all amounts paid by the Purchaser, or replace the lost goods. The Purchaser agrees to make declarations allowing

LRPS to take steps with the carrier for compensation of lost property, such as declarations of non-receipt or ownership transfer to LRPS.

Article 15: Responsibility

LRPS, in the online sales process, is only bound by an obligation of means. Its liability cannot be involved for damages resulting from the use of the Internet web by visitors, such as data loss, intrusion, viruses, service interruption, or other unintended problems.

The Site contains links or references pointing to other sites. LRPS has no authority over such sites and can therefore not be held responsible for their contents or their characteristics, or for any other harm resulting from their use.

LRPS is in a position to control sections of the Site where users may send communications. LRPS is however not responsible for the content of such communications.

LRPS reserves the right to delete Site data sent by users if they are inconsistent with the corporate object of LRPS.

LRPS cannot be held liable for direct or indirect damages of any kind, whether tangible or intangible, which could result from a malfunction or misuse of goods sold.

The responsibility for LRPS will, in any event, be limited to the monetary amount of the order.

LRPS can in no way be held responsible for any personal injury, accidents, burns or fires resulting from the use of goods sold.

Article 16: Force Majeure

LRPS is not required to meet its obligations if a force majeure occurs. In such an event, LRPS may suspend its obligations for the duration of the force majeure or permanently rescind the contract.

A force majeure is any circumstance independent of the will or control of LRPS which totally or partially hinders LRPS from meeting its obligations. It can be, among others, a strike, a fire, a disruption of business, power supply, network (telecom), connection or communication system, the unavailability of the Site at any time, or the late delivery or non-delivery by subcontractors (suppliers or other third parties) of LRPS.

Article 17: Intellectual Property and Personal Data

All elements of the Site are and remain the exclusive intellectual property of LRPS.

Nobody is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the Site, whatever is their nature (software, visual or sound).

The personal data are the data that the Purchaser deliberately fills in upon placing an order or creating its personal account on the Site.

The only data automatically collected by LRPS is the IP address (the computer address).

The Purchaser commits to fill in his sincere personal data. LRPS shall apply all appropriate measures for limiting the risk of loss, damage or misuse of personal data collected.

LRPS undertakes not to carry out any action related to the personal data of the Purchaser other than those authorized by Purchaser and specified below:

Purchaser authorizes LRPS

- to keep his personal data and to use them to the extent that they are necessary to process orders from the Purchaser.
- to use his personal data for generating statistics and use such statistics for managing the Site,
- To disclose his personal data to companies with which LRPS (or its suppliers) collaborate, provided that such disclosure is necessary to process Purchaser's order (for example a disclosure to a carrier mandated by LRPS or to a company in charge of securely recovering payments for LRPS).

Article 18: Dispute resolution

These general conditions of sale are subject to Belgian law.

Only the French version of these general conditions of sale will be valid, despite the existence of translations into other languages provided on the Site.

In case of difficulties in implementing this contract, the Purchaser has the option, before any legal action, to seek an amicable solution notably with the help of a professional association of the sector, a consumer association or any other counsel chosen by him. Claims or contestations will always be considered with attentive benevolence, good faith being always presumed for the individual who makes efforts to explain his situation. In case of dispute, the Purchaser shall first contact LRPS for seeking an amicable solution.

Otherwise, the Tribunal of Commerce of Brussels (Belgium) has exclusive jurisdiction, regardless of delivery location and method of payment accepted.

Article 19: Contact address

The contact address of LRPS is:

LRPS S.p.r.l.

37A rue Joseph Mathieu

LIMAL 1300 - Belgium

Electronic mail address: verticook@gmail.com

Phone: +32 475 77 99 04

Withdrawal form

To the attention LRPS S.p.r.l., rue Joseph Mathieu steet, 37A in Limal - 1300, Belgium
(VAT number 890219082);

I/We ⁽¹⁾ give notice that I/we ⁽¹⁾ withdraw from my/our⁽¹⁾ contract of sale for the following goods:

Ordered on ⁽¹⁾: _____ / received (1): _____

Name of the Purchasers (s): _____

Address of Purchaser (s): _____

Signature of Purchaser (s) (only if this form is notified on paper):

Date: _____

⁽¹⁾ Delete as appropriate.