

TERMS AND CONDITIONS OF SALE

1. By concluding agreements with us, the buyer acknowledges to be familiar with these terms and conditions and to accept these as an integral part of the agreement, subject to any mandatory legal provisions to the contrary. Unless by our written acceptance, all other terms and conditions of the co-contractors are invalid and are not differentiable.
2. Our offers as well as indicated delivery times are only given by way of approximation for information purposes and do not infer any obligation on our part.
3. Each sale is concluded subject to good references. We reserve the right to hold over the agreement and to ask for sufficient guarantees for its good execution.
4. All complaints about deliveries must be submitted in writing within 48 hours of receipt of the goods, under penalty of not being accepted, unless otherwise provided by law. Reaction to a late complaint does not imply reneging on this stipulation and is still subject to all rights and without disadvantageous acknowledgements.
5. If a complaint concerning missing goods is acknowledged, between parties or in law, our responsibility does not extend further than commensurate repayment or replacement of the disputed goods and also expressly excludes any direct or indirect compensation, unless otherwise provided by law.
6. For deliveries below 250 EUR, a fixed fee of 20 EUR for administration costs is charged.
7. All complaints about invoices must be submitted in writing within 3 days of receipt.
8. If there is no or only partial payment by the due date, without there being serious reasons for this, the balance due will by right and without warning be increased by 15 %, with a minimum of 50 EUR and a maximum of 1500 EUR as standard fixed amount compensation, and moreover standard late payment interest will be due under the same conditions at 12 % per year until the complete payment has been made, unless otherwise provided by law. These sums are due on all other possible legal costs and execution costs.
9. Any discounts are always first applied to paying off interest which is due (art. 1254 B.W.)
10. Contrary to art. 1289 B.W., all debt comparisons are ruled out.
11. The issuing of exchange goods does not mean deviations from these terms and conditions of sale, and will never be able to be used as novation.
12. All collection and protest costs are for the account of the customer.
13. The seller reserves the right to view the present sale as annulled by law, without any obligation to pay compensation, if the buyer fails to meet his obligations, also those resulting from other contracts.

14. The goods remain our whole property until they are fully paid for, including any late payment interest and penalty clauses, this in contrast to art. 1583 B.W. Despite this express condition of possession and retention, all risk concerning the goods are immediately transferred to the buyer, unless otherwise provided by law.

15. Only the courts in Kortrijk (Belgium) are authorised for disputes, unless otherwise provided by law.

GENERAL CONDITIONS DROPSHIPMENT

Concept

VIPACK is able to send the goods directly to the end customer following the conditions mentioned below. To avoid misunderstanding, we kindly ask you to read this conditions thoroughly.

Placing a dropshipment order

The customer sends the order to VIPACK with the mentioning of the delivery address, phone number, mobile number and e-mail address of the recipient. If information is incomplete, VIPACK cannot sent out the goods.

Seller obligations

Transport is arranged by VIPACK who will be responsible for the consignment sending until delivery to the ground floor of the recipient. After reception by the final client, goods cannot be returned free of cost.

Final client's obligations

The recipient is responsible for the mentioning of the possible established damage before signing for receipt. The visible damage and reference of the package need to be registered on the road waybill. The visible defects and damages occurred during transport will be complained to VIPACK by written notice immediately after the merchandise was received. We strongly recommend to add pictures of the occurred damage. After approval of the complaint, VIPACK will send the pieces without any additional costs. If the notice of possible damages occurred during transport does not take place according to the provisions above, then a liability of the transport company and of VIPACK is excluded.

The furniture cannot be assembled in case of damage.

Surcharges for deliveries to islands are charged directly to the customer.

Errors and cancellations:

In case of errors :

- If the error is made by the customer, VIPACK will organise a 2nd shipment with the revised ordered goods at regular DROP SHIPMENT conditions. The wrongly ordered product can only be returned on condition the goods were not delivered and received by the final client. Upon the return and after examination of the goods, a credit note of 70% of the value of the product will be made. Transport costs for the original delivery, return and 30% of the value of the returned article will be charged to the customer.
- If the error is made by VIPACK, VIPACK will send the correct product. Returned goods can only be accepted on condition they still are packed in original packing and are not showing any signs of damage.

In case of cancellations:

- Until the shipment of the goods, the cancelation is completely free of charge.
- If the order has already been shipped, the product can be returned and 70% of the value of the product will be credited. The transport costs together with 30% of the value of the returned item will be charged for the return costs and the rework of the collis. If the goods have already been delivered in full or in part to the customer, cancellation is no longer possible.

In case address changes:

- In case of sudden address change, the full carrier cost will be charged. All address changes to different countries will not be accepted.

Assembled furniture cannot be returned.

Billing

The invoice will be sent to the customer and charged according to the agreed terms of payment. If conditions are not respected, all future shipments will be cancelled until an agreement is found. All carriage cost for drop-shipment can change at any time due to petrol increases in the market or price changes from carrier. In these cases prices will be corrected immediately.