

### Art.1 APPLICATION & ACCEPTANCE

1. These terms & conditions are applicable to all offers issued by Tov Shop, every tender, contract or delivery of products and/or services. Unless otherwise agreed in writing between Tov Shop and the buyer/customer, the terms & conditions (of purchase) of the customer are not applicable, either in addition to or in supplement with these terms and conditions. The buyer accepts that he never can invoke a tacit acceptance of his own terms & conditions (of purchase) by Tov Shop.
2. A contract is not only every direct sales to a buyer/customer (e.g. in a branch of Tov Shop or at a home party), but also every distance selling.
3. By placing an order as well as by using the website [www.TovShop.be](http://www.TovShop.be), the customer irrevocably and unconditionally accepts these terms and conditions. The agreement between Tov Shop and the buyer/customer is established at the time the buyer/customer accepts the offer made by Tov Shop. If the buyer/customer places his order electronically, Tov shop will immediately electronically acknowledge the receipt of the order.
4. Any deviation from these terms and conditions can only be accepted by written agreement of Tov Shop.
5. By "Tov Shop" is meant: Tov Shop, part of TOV Business Group vof, Dijk 83, 2861 Onze-Lieve-Vrouw Waver, Belgium; telephone number: +32 (0)468 483 938; email: [info@TovShop.be](mailto:info@TovShop.be); company number 0645.801.353; VAT number: BE 0645.801.353 (RPR Antwerp).

### Art.2 WINE AND OTHER ALCOHOL CONTAINING BEVERAGES

1. Tov Shop only sells wine and other alcohol containing beverages to persons of age 18 years or older. Acceptance of these terms and conditions means that the customer/buyer confirms to be 18 years or older.
2. The range of wine and other alcoholic beverages can be adjusted, supplemented or removed by Tov Shop at any time without prior notification being necessary.

### Art.3 PRICES

1. All prices on the website are always expressed in Euro and per product. In case one price would apply to multiple products together (benefit package, gift package, ...), this will always unambiguously be stated on the website.
2. All our prices are VAT included.
3. When the buyer/customer has questions on e.g. range, price, colour, availability, delivery time of delivery method or if he has doubts on the provided information, we request the buyer/customer to always contact Tov Shop in advance through email on [info@TovShop.be](mailto:info@TovShop.be) or by phone on the number +32 (0)468 483 938.
4. The offer is valid as long as stocks last and can always be modified or withdrawn by Tov Shop (e.g. if serious suspicion of misuse or bad faith of the buyer/customer, when depletion of stock, when establishing an invalid or incorrect offer, force majeure,...). Tov Shop cannot be held responsible for the unavailability of a product.
5. During the period mentioned in the offer, the prices of goods and/or services will not be increased, except for price changes resulting from changes in VAT rates or other taxes. Notwithstanding the foregoing, Tov Shop can offer goods or services with variable prices whenever these prices are subject to fluctuations on the financial market and on which Tov Shop has no influence. These fluctuations and the fact that any listed price is a guide price shall be stated in the offer.
6. If an offer is of limited duration or subject to conditions, this will explicitly be specified in the offer.
7. The customer can be requested to pay for the shipping of the goods on top of the purchase price. In this case, the customer/buyer will be notified of the amount before his/her purchase is finalised.

### Art.4 SECURITY AND PRIVACY

1. Tov Shop guarantees its customers that their personal and financial information is handled in complete safety. Tov Shop undertakes to respect the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data. Under the same law, the customer has the right to access his/her personal data and to change it under "My Account".
2. Tov Shop will never sell, rent or distribute to third parties any personal information such as name, address, telephone number,...
3. The customer also has the ability to sign up to receive our newsletter. If you wish to be removed from our mailing list, this can be done by sending a simple request to [info@TovShop.be](mailto:info@TovShop.be) and mentioning "remove from mailing list" in the subject line.
4. If the customer does not subscribe to our newsletter, Tov Shop will only use your information (email and phone number) to get in touch with you regarding any questions about the delivery.
5. Your personal information will be processed by Tov Shop, part of TOV Business Group vof, Dijk 83, 2861 Onze-Lieve-Vrouw Waver, Belgium; telephone number: +32 (0)468 483 938; email: [info@TovShop.be](mailto:info@TovShop.be); company number 0645.801.353; VAT number: BE 0645.801.353 (RPR Antwerp), for customer management based on the contractual relationship resulting from your order/purchase and for direct marketing purposes (to offer you new products or services) based on our legitimate interest in entrepreneurship. Should you not want your information to be processed in view of direct marketing, please inform us at [info@TovShop.be](mailto:info@TovShop.be). At this address you can also always inquire which details we process about you and you can improve them or have them deleted or ask that they be transferred. If you do not agree with the way in which your information is processed, please contact the Belgian Privacy Commission (35 Rue de La Presse in 1000 Brussels).
6. A more extensive overview of our policy on data processing can be found in the "privacy and cookie policy" of Tov Shop on [www.tovshop.be/privacy-cookie-policy](http://www.tovshop.be/privacy-cookie-policy).

### Art.5 SHIPPING AND DELIVERY

#### *At the address of the buyer*

1. Ordered products are usually shipped within 5 working days if immediately available from stock. For products not in stock, Tov Shop will make every effort to send those to the customer within 30 days, except force majeure. Delivery after 30 days gives no right to breach of contract, nor to compensation in favor of the buyer/customer, except for a deliberate delay. Tov Shop has the right to perform partial deliveries.
2. Delivery is done by presenting the products to the delivery address given by the customer. If the customer cannot receive the products, for whatever reason (e.g. has given the wrong delivery address), all resulting costs will be borne by the buyer/customer. The risk of loss, damage and/or destruction of the products shall pass to the buyer/customer (or a third party appointed by him, who is not the carrier) at the time of delivery.

#### *Pick-up at the registered office or a branch of Tov Shop*

1. The time at which the products can be picked up, is separately communicated to the buyer/customer.
2. The ordered product will be available for thirty (30) days for pick-up. If the product is not picked up after thirty (30) days, the agreement shall automatically be canceled and the purchase price paid will be retained by Tov Shop by way of damages for breach of contract.

### Art.6 FORCE MAJEURE

1. Tov Shop is not obliged to perform any obligation towards the customer if she is hindered due to an unforeseeable event beyond its control. Force majeure means among others, but is not limited to, war, strikes, fires, business disturbances, power failures, failures in (telecommunications) networks or connections or used communication systems and/or at any moment the unavailability of the website including, not or late delivery by suppliers or third parties,...
2. In any case of force majeure the customer/buyer can't negotiate any form of compensation.

#### Art.7 OWNERSHIP

1. All ordered items remain the exclusive property of Tov Shop until the time of full payment, including all costs and expenses, late payment interest and fees.
2. The customer/buyer accepts to bear all risks of loss or damage of the goods from the moment the goods are delivered to him/her, regardless of the ownership of the goods at that time.
3. Failure to pay Tov Shop reserves the right to take back the goods, legally and at the expense of the buyer/customer.
4. The buyer/customer agrees, if necessary, to inform a third party on the retention Tov Shop, for example to anyone who would seize the not yet fully paid products.
5. Tov Shop reserves a right of retention in the event of an unpaid bill.

#### Art.8 PAYMENT

1. For each direct sales the invoice is payable at our office at 2861 Onze-Lieve-Vrouw Waver, Dijk 83, or at a branch of Tov Shop, on the due date and without discount unless otherwise indicated on the invoice. Any complaint regarding an invoice has to, to be admissible, be formulated in detail by registered letter with a copy by e-mail within three (3) days of receipt of the invoice.
2. For every distant sale we accept pre-payment by bank transfer (online banking) within Europe, VISA, Master Card, Maestro, Ideal, PayPal. Payments by check or money order are not accepted.
3. If payment by credit card is chosen, the terms & conditions of the card issuer apply. Tov Shop is no party in the relationship between the buyer/customer and the card issuer.
4. Tov Shop has the right - within the law - to acquaint herself whether the buyer/customer can meet his/her payment obligations, as well as of other factors that are important to enter into an agreement with the buyer/customer. Tov Shop reserves the right to refuse certain orders or requests or to attach special conditions to the execution of the agreement.
5. Without prejudice to the exercise of other rights which Tov Shop has, the buyer/customer will have to pay without notice an interest of 1% per month payable on the amount unpaid, in the event of non- or late payment from the date of the breach of law. Furthermore, the buyer/customer shall automatically and without notice have to pay a compensation of 10% on the amount in question, with a minimum of 25 euro per invoice.
6. Tov Shop reserves the right in case any total or partial non-payment of an invoice by the due date or any other breach of buyer/customer of its obligations under the agreement, by law and without notice, to suspend the implementation of all agreements with the buyer/customer or to terminate it with immediate effect, without the need for any judicial intervention and to demand immediately all not expired debt or just to carry out the delivery against payment in cash, despite earlier agreements and without prejudice to any other law Tov Shop can enforce.

#### Art.9 CANCELLATION

1. The customer can cancel the order for free by sending an email on the same day to [klantendienst@TovShop.be](mailto:klantendienst@TovShop.be). If cancellation is requested the day after the order, Tov Shop will take the necessary steps in order to prevent that the order is shipped. In case the shipment of the products cannot be prevented, the customer is required to pay all return costs.
2. Orders placed during night hours or weekend can be canceled before the end of the next business day.

#### Art.10 RETURNS

1. We do everything we can to inform our customers through our website as good as possible. Customers who buy through the website have the right to withdraw from the contract within 14 days without penalty and without giving any reason. The revocation period commences on the day following the delivery of the goods. The customer will do so in writing (by post or email) or send a notification via the return form ([www.tovshop.be/page/107-return-policy](http://www.tovshop.be/page/107-return-policy)) before the expiry of the withdrawal period of 14 days (see also Art.18).
2. During the withdrawal period, the customer shall handle the goods and packaging with care. He/she will unpack or use the goods only to the extent necessary to assess whether he/she wishes to keep the goods.
3. If the customer uses the right of withdrawal, he/she will return the goods together with all accessories as soon as possible and - if reasonably possible - in the original state and packaging and in any event within 14 days (from the date on which the client communicated his/her decision of revocation) to Tov Shop, in accordance with the instructions provided by Tov Shop.
4. If the customer uses his/her right of withdrawal, all related costs for returning the goods will be paid by the customer. These costs can average up to €20,00. When returning the goods, the customer bears the risk for damage or loss. The burden of proof of proper execution of the right of withdrawal lies with the customer.
5. If the customer has already paid a part or the total of the purchase price and the costs associated with the purchase, Tov Shop will refund this amount as soon as possible and no later than 14 days after the return or cancellation. Tov Shop reserves the right to withhold the reimbursement until Tov Shop has effectively recovered the goods, or until the customer has proven that he/she has actually returned the goods.
6. If the package was damaged during shipping, you have the right to refuse the shipment if you can determine that the content is corrupted. If the delivered product is damaged, you should notify us immediately via [klantendienst@TovShop.be](mailto:klantendienst@TovShop.be). In this case Tov Shop will replace the damaged product without any charge. All costs for the returning of the product are in these cases on behalf of Tov Shop.
7. When returning wine or other alcoholic beverages only unbroken and undamaged bottles in the original packaging will be taken back. As said, the customer bears the risk for damage or loss when returning the products.
8. For hygienic reasons, cosmetic products with opened packaging (whether or not used) can't be taken back under any circumstance. This also applies to other products that may be sealed because of health or hygienic reasons and cannot be sent back once they are opened.
9. The customer cannot claim the right of withdrawal in case of the following agreements (if Tov Shop clearly reported this in the offer or at the conclusion of the agreement):
  - Related to services of which the implementation began before the end of the withdrawal period and with the consent of the customer;
  - Related to goods that are manufactured according to the customers specifications or goods that have clearly personal character or goods which can not be returned due to their nature or deteriorate or expire rapidly;
  - Related to audio and video recordings or computer software of which the seal was broken by the customer;
  - Related to newspapers, periodicals and magazines;
  - Related to betting and lotteries;
  - Related to alcoholic beverages of which the price has been agreed on at the conclusion of the agreement, but of which the delivery can only take place after 30 days if the actual value depends on fluctuations in the market;
  - Related to services of accommodation, transport, catering and leisure time that have a specific completion date or period.

## Art.11 STATUTORY WARRANTY AND COMPLAINTS

1. The customer has a legal guarantee of 2 years on goods purchased at Tov Shop. This warranty only covers a lack of conformity, which already exists at the time of delivery of the goods to the first owner. During this period Tov Shop undertakes to replace or repair the defective product (or parts) free of charge. The expenses of the return delivery of the purchase are borne by the buyer/customer with the exception of the provisions in art.10.6. Tov Shop reserves the right to exchange the goods if the costs are disproportionate, or if repair is not possible. Defects that manifest themselves after a period of 6 months after delivery, are not considered to be present at the time of delivery, barring rebuttal by the customer. The receipt of the goods by the buyer/client covers every possible fault or non-conformity that could be determined then.
2. To appeal to a guarantee, the customer should be able to submit a proof of purchase/order confirmation or invoice. The warranty is not transferable. Any defect must be reported within two months of its discovery. Afterwards any right to repair or replacement expires.
3. The warranty does not apply to defects that are caused by or are aggravated by accidents, negligence, falls, use of the property contrary to the purpose for which it was designed, non-compliance with instructions or manual, adjustments or changes to the good, rough use, improper installation, poor maintenance, abnormal, commercial or improper use. The warranty shall not apply to goods with a short life span or in case of intervention by a third party non-designated by Tov Shop.
4. Complaints about the performance of the contract shall be submitted to Tov Shop in a complete and clearly defined way and within a reasonable period of time, after the customer has observed or could observe the defects. Complaints should be sent via the complaint form available on the website ([www.tovshop.be/page/105-complaints-document](http://www.tovshop.be/page/105-complaints-document)) or to the email address [klantendienst@TovShop.be](mailto:klantendienst@TovShop.be), telephone +32 (0)468 483 938 or by mail at the following address: Tov Business Group, Dijk 83 , 2861 Onze-Lieve-Vrouw Waver, Belgium. Complaints will be answered if possible within a week. If a complaint has a foreseeable longer processing time, Tov Shop will respond within a reasonable time with a notice of receipt and indicating when the customer can expect a more detailed answer.

## Art.12 INTELLECTUAL PROPERTY

1. The customer acknowledges that all intellectual property rights related to the displayed information, communications or other expressions relating to the goods, services and/or the website of Tov Shop are owned by Tov Shop, its suppliers or other copyright holders. These may only be used provided prior and written permission by Tov Shop.

## Art. 13 LIABILITY

1. Tov Shop is not liable for any human injury and/or business and/or indirect or consequential damages (including, but not limited to, loss of time, emotional damage, loss of income and loss of opportunity), which would result, directly or indirectly of the products sold.
2. Tov Shop is in no way liable for viruses or damage to a computer, telecommunications equipment or other property as a result of a visit to or use of the website, or downloading material from the website.
3. Tov Shop is not liable for damage caused as a direct or indirect result of force majeure, errors and/or omissions of the buyer/customer and his legal or factual appointee, or any other external cause.
4. Any contractual or extra-contractual liability and/or obligation of Tov Shop is always limited to the amount actually paid by the buyer/customer for the order, excluding VAT, without regard to the cause and extent of the damage.

## Art.14 MISCELLANEOUS

1. **Proof** : The buyer/customer accepts that electronic communications and backups can serve as evidence.
2. **Divisibility** : If any article of these terms and conditions is invalid, illegal or void, this will not affect the validity, legality and applicability of the other articles in any way.
3. **Waiver** : The fact that Tov Shop forbears the strict application of the provisions of these terms and conditions, can not be considered as tacit waiving of the rights which Tov Shop has under these featured terms and does not prevent Tov Shop later to require strict compliance with these provisions.
4. **Modification general terms** : Tov Shop reserves at all times the right to amend these general terms without notice. The general terms may be supplemented by other conditions if there is an explicit reference to it.
5. **Risks Internet** : The buyer/customer is aware of the limitations and risks of using the Internet or any other medium by which the website will be made available now or in the future. The buyer/customer is aware of the risks of storing and transmitting digital or electronic information. The buyer/customer accepts that Tov Shop cannot be held liable for any damage, by using the Tov Shop website or the internet, as a result of the aforementioned risks.

## Art.15 GIFT VOUCHER

1. Gift vouchers can be ordered via the webshop and possibly picked up at our registered office in 2861 Onze-Lieve-Vrouw Waver, Dijk 83 or at a branch of Tov Shop. When a gift voucher is ordered via the webshop, it will be sent via parcel shipping if it is not collected by the buyer/customer.
2. Purchased gift vouchers can only be exchanged via the webshop.
3. All products offered in the store or in the webshop can be bought and paid for by using a Tov Shop Gift Voucher.
4. If the purchase price exceeds the value of the gift voucher, the buyer/customer must pay the difference. If the order is made through the webshop, the supplement must be paid using one of the proposed options. Purchased goods are only shipped when full payment has been received. If the amount of the gift voucher exceeds the amount of the purchased item, the buyer/customer will receive the difference through a new gift voucher. In this case, the expire date of the initial gift voucher is retained.
5. Gift vouchers cannot be exchanged for cash.
6. The validity of the Tov Shop Gift Voucher is 24 months from the 1st of the month following the month of purchase.

## Art.16 DISPUTES

1. Any dispute concerning the sale or delivery of products to the customer by Tov Shop, this agreement, the implementation or interpretation of it that cannot be settled by mutual agreement between the parties, belongs to the exclusive jurisdiction of the courts of the judicial district of Antwerp. Belgian law governs this Agreement.
2. By way of Alternative Dispute Resolution measure, the "Service de Médiation des Consommateurs" of the SPF Economie was appointed to handle all demands for extrajudicial settlements of consumer disputes. The "Service de Médiation des Consommateurs" will either intervene directly or will transfer your complaint to the competent entity. You can contact the Service de Médiation des Consommateurs via this link: [www.mediationconsommateur.be/en](http://www.mediationconsommateur.be/en).  
You can also invoke the Online Dispute Resolution platform of the European Union via this link: <http://ec.europa.eu/odr>.
3. In any case Tov Shop reserves the right to submit disputes exclusively to the competent courts, named in art.16-1.

## Art.17 RETURNS FORM

1. You can, in order to invoke your right of revocation, fill out the form below and return it together with the goods.

### 2. **Standard revocation form**

(only complete and submit this form if you want to revoke the agreement)

To : Tov Shop (part of TOV Business Group vof), Dijk 83, 2861 Onze-Lieve-Vrouw Waver, Belgium; Phone : +32 (0)468 483 938; e-mail : [Klantendienst@TovShop.be](mailto:Klantendienst@TovShop.be) ; Company Registration Number : 0645.801.353; VAT number : BE 0645.801.353.

I/We (\*), the undersigned, hereby inform you that I/we (\*) revoke our agreement relating to the sale of the following goods/supply of the following services (\*):

Ordered on (\*)/received on (\*) : \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Name/Names customer(s) :

Address customer(s) :

Signature of customer(s) (only if this form is submitted on paper) :

Date : \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

(\*) Strikethrough if not applicable.

A large, stylized logo for 'Tov Shop' is centered on the page. The text 'Tov Shop' is written in a light blue, cursive font. The 'T' is very large and loops around the 'ov'. The 'Shop' is also large and cursive, with a long tail on the 'p'. The entire logo is rendered in a light blue color.