

GENERAL SALES TERMS AND CONDITIONS . WEBSHOP B2C

Business information

[MAFF]
[MAFFOOD]
maffood@maff.be]
[+32478960560]
[BE0898114288]

Article 1: General provisions

The e-commerce website of MAFF, a VOF with its registered office at [Braziliëstraat, 23, 2000 Antwerpen](#), VAT BE 0898114288, RPR 0898114288 (hereinafter “[...]”) provides its customers with the option of buying products from its webshop.

These General Terms and Conditions (“Terms”) are applicable to all orders placed by a visitor to this e-commerce website (“Customer”). When placing an order via the webshop of MAFF, Customer must explicitly accept these Terms, whereby Customer agrees to the applicability of these Terms with the exclusion of all other conditions. Additional Customer conditions are excluded, except when explicit accepted beforehand in writing by MAFF.

Article 2: Price

All prices listed are expressed in EURO, always include VAT and all other required duties or taxes that the Customer must bear.

Any shipping, reservation or administration fees that are charged must be specified separately.

The specified price refers solely to the articles as set out in writing. The accompanying photos are intended as decorative and may contain elements that are not included in the price.

Article 3: Availability

Despite the fact that the online catalogue and e-commerce website are assembled with the utmost care, it is still possible that information may be incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the product selection are not binding for [...]. With respect to the accuracy and completeness of the provided information, [...] is solely bound to obligation of means. [...] is in no way liable in event of obvious material or printing errors.

If the Customer has specific questions about for instance sizes, colour, availability, delivery terms or method, we ask the Customer to contact our customer service department in advance.

The product selection is valid while stocks last and may at any time be changed or withdrawn by [...]. [...] cannot be held liable for the non-availability of a product. If an offer is for a limited duration or subject to conditions, this will be explicitly stated in the offer.

Article 4: Online purchases

You can purchase items by clicking on the add to cart button. The purchased items will appear in your shopping basket. You can continue by going to the checkout.

The Customer may choose between the following payment methods

- by credit card
- by bancontact
- by KBC
- By Belfius

[...] is entitled to refuse an order pursuant to a serious breach on the part of the Customer with respect to their orders.

Article 5: Delivery and execution of the agreement

Articles ordered via this webshop will be only available for pick-up at Braziliëstraat 23,2000 Antwerpen

Article 6: Retention of title

Delivered articles remain the exclusive property of MAFF until the moment the Customer pays for the goods in full.

If necessary, the Customer undertakes to inform third parties of the retention of title belonging to MAFF, e.g. to anyone who would attempt to seize articles that are not fully paid for.

Article 7: Right of withdrawal

The provisions of this article apply solely to Customers in their capacity as consumers purchasing articles online from MAFF.

If the right of withdrawal does not apply, state the reasons as based on the following categories:

The Customer may not exercise the right of withdrawal for:

- service contracts after the provision of service has been completed in its entirety [if the service has started with the explicit prior consent of the Customer and provided that the Customer has acknowledged that they have lost their right of withdrawal upon completion of the service in its entirety].
- the provision or supply of goods or services whose price depends on fluctuations in the financial market that [...] has no influence upon and that may occur within the withdrawal period.
- the delivery of goods manufactured according to the Customer's specifications or that are clearly destined for a specific person.
- the delivery of goods that spoil quickly or that have a limited shelf life.
- the delivery of sealed goods that are not suitable for return due to reasons of health or hygiene protection and where the seal has been broken after delivery.
- the delivery of goods that are irrevocably mixed with other products after delivery due to the nature of the goods.
- the delivery of alcoholic beverages where the price is agreed upon when entering into the sales agreement, but where the delivery can only occur after 30 days, and where the actual value is dependent on fluctuations in the market that the business has no influence over.
- agreements where the Customer specifically requests [...] to carry out urgent repairs or maintenance.
- the delivery of sealed audio and video recordings and sealed computer software where the seal is broken after delivery.
- the delivery of newspapers, journals or magazines with the exception of agreements for a subscription to such publications.
- agreements that were entered into in a public sale.
- the provision of accommodation other than for residential purposes, transport of goods, car rental services, catering or services related to leisure activities when the agreement stipulates a specific date or period of execution.
- the supply of digital content that is not supplied on a tangible medium when the service has started with the explicit prior consent of the Customer and provided the Customer has confirmed that he thereby lost his right of withdrawal (e.g. downloading of music, software, etc.).
- the agreements for services for betting and lotteries.

Article 8: Guarantee

The consumer has certain legal rights under the Act of 21 September 2004 concerning protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date of delivery to the first owner. These rights remain in force irrespective of any commercial guarantee.

[*Commercial guarantee*] (optional: if the Customer has the option of utilising a supplemental guarantee over and above the statutory guarantee, describe the terms and conditions and modalities here.)

To make a claim under the guarantee, the Customer must provide some proof of purchase. Customers are advised to retain the original packaging used for the goods.

For articles purchased online and are delivered to the home of the Customer, the Customer must contact the [...] customer service and to return the product at their own expense to [...].

Upon detection of a deficiency, the Customer must inform [...] as soon as possible. In any case, any deficiency must be reported by the Customer within two months of detection. Hereafter, all rights to repair or replacement are voided.

The (commercial and/or statutory) guarantee are never applicable when there are deficiencies that arise as a result of accidents, neglect, falls, use of the product inconsistent with the purpose for which it was designed, failure to follow the operating instructions or manual, modifications or alterations to the article, rough usage, poor maintenance, or any other abnormal or incorrect use.

Deficiencies that manifest after a period of six months from date of purchase, or where applicable upon delivery, shall be deemed to not be hidden deficiencies, subject to contrary evidence provided by the Customer.

Article 9: Customer service

MAFF customer service can be reached at phone number +32 478960560, via e-mail at maffood@maff.be Any complaints can be made through the aforementioned customer services contact methods.

Article 10: Penalties for non-payment

Without prejudice to the exercise of any other rights that MAFF is entitled to, the Customer owes interest at a rate of 10% per year on the non-paid amount in the case of non or late payment starting ipso jure on the date of the breach of contract and without notice. Furthermore, the Customer shall owe ipso jure a flat-rate compensation and without notice 10% of the pertinent amount, with a minimum of 25 euro per invoice.

Without prejudice to the foregoing, MAFF is entitled to take back the unpaid or incompletely paid for articles.

Article 11: Privacy

The responsible party for processing personal data, MAFF respects the General Data Protection Regulation and the Belgian Privacy Act of 30 July 2018.

The personal data you share with us is used only for the following purposes: [the processing of the order](#). The legal bases are [\[the legal bases on which you process the data, i.e. performance of the](#)

contract, consent, compliance with legal and regulatory obligations and/or the legitimate interest of the company].

You have a statutory right to access, correct, supplement or remove your personal data. In a number of cases listed in the GDPR, you may also ask us to limit the processing of your personal data. You have the right to object to the processing of your Personal Data if you have serious and legitimate reasons that exceed our need to process your data. You have the right to request your Personal Data in digital and readable form and/or to have them transferred to another service provider of your choice. Insofar as our processing is based on your prior consent, you have the right to revoke that consent at any time.

In the case when information is used for direct marketing purposes, you may preclude the use of your information for direct marketing purposes at no cost to yourself.

To exercise your rights you can always contact us in the aforementioned manner at [[MAFF, Braziliestraat 23, 2000 Antwerpen](#), maffood@maff.be

We treat your information as confidential and shall not communicate, rent or sell it to third parties.

For more information, see our Privacy Policy www.maff.be

Article 12: Use of cookies

Our website uses cookies and similar technologies. This helps us to provide you with a better experience when you visit our website and also allows us to optimise our website. Without your prior consent, we only place those purely functional cookies that are necessary for the proper functioning of our website. For all other cookies, we ask for your prior consent.

For an overview of all cookies that our website places on your device, please refer to our Cookie Policy www.maff.be/maffood

On your first visit to our Website, you will be asked to accept our cookies. You can manage your choices at any time afterwards.

You can set up your internet browser so that cookies are not accepted, or that you receive a warning when a cookie will be installed, or that the cookies will be deleted later from your hard drive. To do so, you must change the settings of your browser settings (via the help function). Keep in mind that in doing so you may prevent certain graphic elements from appearing correctly or prevent you from using certain applications.

Article 13: Invalidation - non-relinquishment

If any provision of these Terms is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by [...] to enforce any of the rights set out in these Terms, or to exercise any equivalent right, shall never be deemed as a waiver of such provisions and will never invalidate these rights.

Article 14: Amendments to the Terms

These Terms may be supplemented by other terms and conditions when explicitly referred to, and the general sales terms and conditions of [...]. In case of inconsistencies, the present Terms take precedence.

Article 15: Proof

The Customer accepts that electronic communications and backups shall serve as furnishing of proof.

Article 16: Applicable law - jurisdiction

Belgian law is applicable with the exception of the stipulations of private international law with respect to applicable law and with the exception of the Vienna Convention on the International Sale of Goods. Unless the Customer is a consumer, only the courts of the [...] district have jurisdiction in the case of any disputes.

MAFF endorsed the Rules the UNIZO e-commerce label. A copy of these Rules and the access to the UNIZO complaints procedure is available via [http://www.unizo.be/ecommercelabel/.](http://www.unizo.be/ecommercelabel/)