**ROCKAVELLI**

**general sales terms and conditions -**

**webshop b2c**

**Business information**

Business name: Rockavelli

Adress: Brabançonnestraat 123, 3000 Leuven, Belgium

Type of company: Besloten Vennootschap (BV), a private company with limited

 liability under Belgian law

Enterprise number: 0792.876.416

VAT number: BE 0792.876.416

Register of Legal Entities: RPR Leuven

E-mail: info@rockavelli.eu (for businesses)

support@rockavelli.eu (for consumers)

**Article 1: General provisions**

The e-commerce website of Rockavelli, a Private Company with Limited Liability under Belgian law, with its registered office at Brabançonnestraat 123, 3000 Leuven, Belgium, VAT BE 0792.876.416, RPR Leuven (hereinafter “Rockavelli”) provides its Consumers with the option of buying products from its webshop.

These General Sales Terms and Conditions (“Terms”) are applicable to all orders placed by a visitor to this B2C e-commerce website (“Consumer”). When placing an order via the webshop of Rockavelli, the Consumer must explicitly accept these Terms, whereby the Consumer agrees to the applicability of these Terms with the exclusion of all other conditions. Additional Consumer conditions are excluded, except when explicitly accepted beforehand in writing by Rockavelli.

**Article 2: Price**

All prices listed are expressed in euro. For orders within the European Union (EU), prices listed always include VAT and all other duties or taxes that the Consumer must bear. For orders *outside* of the EU, prices listed may *not* include import duties or other taxes. Consumers residing outside of the EU are therefore requested to contact Rockavelli at support@rockavelli.eu before placing their order.

Any freight, shipment or postage charges are borne by the Consumer, except if the order exceeds the amount of:

* for shipment to any country, 100 euros.

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 Rockavelli. With respect to the accuracy and completeness of the provided information, Rockavelli is solely bound to obligation of means. Rockavelli is in no way liable in the event of obvious material or printing errors.

If the Consumer has specific questions about for instance sizes, colour, availability, delivery terms or method, we ask the Consumer to contact our Consumer service department in advance (support@rockavelli.eu).

The product selection is valid while stocks last and may at any time be changed or withdrawn by Rockavelli. Rockavelli 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: Payment and online purchases**

All invoices and deliveries must be paid to the address of Rockavelli BV, namely Brabançonnestraat 123, 3000 Leuven, Belgium.

The ordering procedure in Rockavelli’s webshop consists of following consecutive steps:

1. Choose product.
2. Select options.
3. Add to cart.
4. Check-out (go to payment).
5. Complete the information (name, address etc.) requested.
6. Select payment option.
7. Pay.

The Consumer may choose between the following payment methods:

* by credit/debit card;
* by Bancontact:
* by iDeal;
* by Apple Pay;
* by Klarna (bank transfer);
* by SEPA (bank transfer);
* by PayPal.

Rockavelli is entitled to refuse an order pursuant to a serious breach on the part of the Consumer with respect to his orders.

**Article 5: Delivery and execution of the agreement**

Articles ordered via this webshop will be delivered worldwide.

Unless otherwise agreed or explicitly determined otherwise, the goods shall be delivered to the shipment address provided by the Consumer within 30 days of receipt of the order.

Delivery occurs by mail or freight transport (truck, train, ship or plane) and is organised by the transport company contracted by Rockavelli

Any freight, shipment or postage charges are borne by the Consumer, except if the order exceeds the amount of:

* for shipment to any country, 100 EURO.

Any visible damage to and/or qualitative deficiencies of an article or other deficiency in the delivery must be reported immediately by the Consumer to Rockavelli.

The risk due to loss or damage is transferred to the Consumer at the time the goods have been physically received by the Consumer (or a third party indicated by the Consumer that is not the carrier). However, the risk transfers to the Consumer upon delivery to the carrier when the carrier received the commission to transport the goods and this option was not offered by Rockavelli.

**Article 6: Retention of title**

Delivered articles remain the exclusive property of Rockavelli until the moment the Consumer pays for the goods in full.

If necessary, the Consumer undertakes to inform third parties of the retention of title belonging to Rockavelli, 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 Consumers in their capacity as consumers purchasing articles online from Rockavelli.

The Consumer has the right to withdraw from the agreement within a period of 14 calendar days without giving reasons.

The right of withdrawal period will expire: 1) 14 calendar days after the day that the goods were physically received by the Consumer or a third party indicated by the Consumer that is not the carrier OR 2), in case of separate deliveries of goods from the same order, 14 calenderdays after the day that the last of the goods was physically received by the Consumer or a third party indicated by the Consumer that is not the carrier.

To exercise the right of withdrawal, the Consumer must notify Rockavelli. The Consumer may do so by e-mail at support@rockavelli.eu. The Consumer may also notify Rockavelli via the contact page at our website [www.rockavelli.com](http://www.rockavelli.com), in which case we will promptly send the Consumer a confirmation receipt by e-mail.

The Consumer may use the attached template for withdrawal or any other unambiguous statement of withdrawal.

To comply with the withdrawal period, the Consumer must send a notification of their decision to exercise the right of withdrawal before the withdrawal period has expired.

The Consumer has to send back or hand over the goods without delay - and in any event, no later than 14 calendar days from the day that the Consumer notified Rockavelli of the decision to withdraw from the agreement - to Rockavelli, Brabançonnestraat 123, 3000 Leuven, Belgium. The Consumer is on time if they have sent back the goods before this period of 14 calendar days has expired.

The costs for returning the goods shall be borne by the Consumer.

Only articles that are returned in perfect condition and in their original packaging, along with all accessories, instructions and invoice or sales receipt can be returned.

If the returned product is reduced in value in any way, Rockavelli is entitled to hold the Consumer liable and demand compensation for each depreciation in value of the goods that is due to the Consumer’s use of the goods that goes beyond what is necessary in order to determine the nature, characteristics and operation of the goods.

All returned items are carefully examined. The basic principle here is that the Consumer may only inspect the article in the same way as he would be allowed to do in a physical store. Returned items may have been tried on carefully, but should not have been actually used yet. If an article has undergone a reduction in value due to the way it was used by the Consumer, this loss of value will be charged to the Consumer.

If the Consumer withdraws from the agreement, Rockavelli shall refund all payments, including standard shipment costs, received from the Consumer up until that time. Any additional costs resulting from the Consumer choosing a delivery method other than the cheapest standard delivery method offered by Rockavelli will not be refunded. If an item has undergone a reduction in value due to the way it was handled by the Consumer, Rockavelli will deduct this loss of value from the reimbursement.

Rockavelli may withhold the reimbursement until Rockavelli has received all the goods back and has had the time to inspect these, or until the Consumer has demonstrated that he has sent back the goods, whichever is earliest.

Rockavelli shall repay the Consumer using the same means of payment as the Consumer used in the initial transaction, unless the Consumer explicitly agreed otherwise. In any case, the Consumer will not be charged any costs in connection with such repayment.

The Consumer may not exercise the right of withdrawal for:

* the provision or supply of goods or services whose price depends on fluctuations in the financial market that Rockavelli has no influence upon and that may occur within the withdrawal period;
* the delivery of goods manufactured according to the Consumer’s specifications or that are clearly destined for a specific person.

**Article 8: Guarantee**

The Consumer has certain legal rights under the Act of 20 March 2022 concerning the protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date of delivery to the first owner.

Upon detection of a deficiency, the Consumer must inform Rockavelli (support@rockavelli.eu) as soon as possible. In any case, any deficiency must be reported by the Consumer within two months of detection. Hereafter, all rights to repair or replacement are void.

To make a claim under the guarantee, the Consumer must provide some proof of purchase (invoice or sales receipt).

The Consumer is advised to return the product in its original packaging. In any case the Consumer must return the product to Rockavelli in packaging at least as strong and damage proof as the packaging in which the product was originally delivered to the Consumer. Rockavelli is entitled to hold the Consumer responsible and demand compensation for any damage to the returned product caused by unappropriate packaging.

The guarantee is never applicable when there are deficiencies that arise as a result of accidents, neglect, dropping the product, using the product in a way that is inconsistent with the purpose for which it was designed, failure to follow the washing, ironing, care and other instructions, modifications or alterations made to the product, rough usage, poor maintenance, or any other abnormal or incorrect use.

**Article 9: Consumer service**

Rockavelli’s Consumer service can be reached by e-mail at support@rockavelli.eu or by postal letter addressed to following address: Brabançonnestraat 123, 3000 Leuven, Belgium. Complaints can be submitted to Rockavelli’s Consumer service through either of these two ways.

**Article 10: Penalties for non-payment**

Without prejudice to the exercise of any other rights that Rockavelli is entitled to, the Consumer 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 Consumer owes ipso jure and without notice a flat-rate compensation of 10% of the pertinent amount, with a minimum of 25 euro per invoice.

Without prejudice to the foregoing, Rockavelli is entitled to take back the unpaid or not fully paid articles.

**Article 11: Privacy**

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

The personal data that you share with us are used solely for the following purposes: the execution of the agreement entered into, the processing of the order, sending of newsletters, and advertising and/or marketing purposes. The legal bases on which Rockavelli processes the data are: 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 override 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.

You can - free of charge and without having to give a reason - oppose the use of your data for direct marketing.

To exercise your rights you can contact us in writing at Rockavelli, Brabançonnestraat 123, 3000 Leuven, Belgium or by mailing us at support@rockavelli.eu.

We treat your data as confidential information and will not rent or sell it to third parties. Should this be necessary in order to achieve the stated purposes, your personal data may be shared with other companies (of the Rockavelli group) within the European Economic Area that are directly or indirectly connected to Rockavelli or to any other partner of Rockavelli. However, Rockavelli guarantees that these recipients will take the necessary technical and organizational measures to protect your personal data.

For more information, see our Privacy Policy [<https://www.rockavelli.com/disclaimer-privacy>].

**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 [<https://www.rockavelli.com/disclaimer-privacy>].

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 (via its 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 Rockavelli 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: Precedence of the Dutch version of the Terms**

In case of inconsistencies between the English and Dutch versions of these Terms (due to for instance translation errors or interpretation problems), the Dutch version of the Terms will prevail. The Consumer can obtain a copy of the Dutch version by scrolling down to the bottom of this document and clicking on the icon that says ‘Dutch’.

**Article 15: Proof**

The Consumer accepts that electronic communications and backups can 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.

Only the courts of the judicial district of Leuven are competent for all disputes related to or arising from agreements concluded with ROCKAVELLI, unless you are a consumer because in this case the competent Court is determined by article 624, 1°, 2° and 4° of the Belgian Judicial Code, without prejudice to the application of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

The Consumer can turn to the **European Online Disipute Resolution** (ODR) **platform**, provided by the European Commission: <http://ec.europa.eu/consumers/odr/>

**Appendix 1: Template for withdrawal**

Dear Consumer, you can complete this form and return it, by mail or through the contact page at our website, should you want to withdraw from the agreement.

To support@rockavelli.eu

I/We (\*) hereby inform you that I/we (\*) want to withdraw from the agreement concerning the sale of the following goods:

Ordered on (\*)/Received on (\*):

Name/Names of Consumer(s):

Address of Consumer(s):

Date:

(\*) = strike out what is not applicable.