

## Terms and Conditions BigBagCenter

### Article 1 - Seller's Identity

BigBagcenter is the name of Alphapack's webshop, a company specializing in the sale of packaging materials. Alphapack is, in turn, a work name of the Stefanba Group Consultancy (SBC) with the following company data:

Address: Anne Rутtenstraat 32 - 3500 Hasselt - Belgium  
Phone number: +32 11 966 880  
Email: sales@alphapack.eu  
TAV Number: BE0838.252.620

The legal person Stefan Broeders Consultancy is always liable for BigBagCenter and Alphapack.

### Article 2 - Definitions

These terms and conditions include:

1. Seller: Legal entity Stefan Broeders Consultancy, who offers products and / or services to Clients under the name of Alphapack and Bigbagcenter;
2. Client: The natural person who does not act in the exercise of occupation or business and a distance contract with the Seller;
3. Remote Agreement: An agreement whereby, within the framework of a Sales System, Remote Sales of Products and / or Services, the exclusive use of one or more communication techniques is limited to the conclusion of the Agreement. distance;
4. Remote communication technology: means that can be used to conclude an agreement, without the Customer and Seller being simultaneously in the same space;
5. Prayer period: The term within which the Customer may make use of his right of withdrawal;
6. Right of withdrawal: The ability for the Customer to refrain from the distance agreement within the concealment period;
7. Day: calendar day;
8. Duration transaction: a distance agreement with respect to a range of products and / or services, whose delivery and / or purchase obligation has been spread over time;
9. Sustainable data carrier: Any means that allows the Customer or Seller to store information directed to him personally in a way that allows future consultation and unmodified reproduction of the stored information.

### Article 3 - Applicability

1. These terms and conditions apply to any offer made by the Seller and to any agreement reached between Seller and Customer.
2. Before the remote agreement is concluded, the text of these terms and conditions will be made available to the Customer. If this is not reasonably possible, before the agreement is concluded on a remote basis, it is indicated that the terms and conditions are met by the Seller and, at the customer's request, they will be sent digitally and free of charge as soon as possible.
3. If the remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the distance contract is concluded, the text of these terms and conditions may be

made available to the Customer electronically in such a way that the Customer can easily be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, the terms of the general terms and conditions will be notified electronically and that they will be sent free of charge electronically or otherwise at the Customer's request.

4. In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and the Customer may, in the event of contradictory terms and conditions, always rely on the applicable provision which is for him most favorable.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the Customer. If the Seller uses images, they are a true and fair view of the products and / or services offered. Apparent errors or errors in the offer do not bind the Seller.

3. Next information about each offer is notified to the customer or can be consulted by the customer on the website or can be made available at simple request:

- o the price excluding taxes;
- o the possible costs of delivery;
- o the manner in which the agreement will be established and what action is necessary for this;
- o whether or not it applies to the right of withdrawal;
- o the manner of payment, delivery or performance of the agreement;
- o the time limit for acceptance of the offer or the time limit for price fixing;
- o if the agreement is archived after the creation, in which way it is for the client to consult the country is the manner in which the Client may be informed of any unwanted acts of his agreement and the manner in which he can recover it before the agreement is concluded;
- o the possible languages in which, In addition to Dutch, the agreement can be concluded; the codes of conduct which the Seller has undergone and the manner in which the Customer can consult these codes of conduct by electronic means; and
- o the minimum duration of the remote agreement in the case of an agreement that extends to continuous or periodic delivery of products or services.

#### **Article 5 - The Agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the Customer of the offer and compliance with the conditions attached thereto.

2. With respect to a web sale, the agreement will be concluded when the customer orders the order with the intended function. With this action, the customer also confirms that he accepts the Terms and Conditions.

3. If Customer has accepted the offer by electronic means, Seller will immediately acknowledge receipt of acceptance of the offer by electronic means. As long as the receipt of this acceptance is not confirmed, Customer may terminate the agreement.

4. If the agreement is established electronically, the Seller finds appropriate technical and organizational measures to ensure the electronic transmission of data and ensures a secure web environment. If the Customer can pay electronically, the Seller will take appropriate safety measures.

5. The Seller will disclose to Customer the information in his or her webshop of the product or service in such a way that it can be stored by the Customer in an accessible manner on a durable data carrier:

- a. The visiting address of the establishment of the Seller where the Customer is entitled to complain.
- b. the conditions under which and the manner in which the Customer may make use of the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
- the information about existing post-purchase service and warranty services;
- d. the information contained in Article 4 paragraph 3 of these Terms, unless the Seller has already provided this information to the Customer prior to the performance of the agreement;
- The terms for termination of the agreement if the agreement has a duration of more than one year or indefinite duration is.

6. If the Seller has undertaken to provide a range of products or services, the provision in the previous paragraph applies only to the first delivery.

### **Article 6 - Right of withdrawal on delivery of products**

1. The Customer has the right to return goods within 14 days of purchase, subject to prior notice to the seller. The seller will decide on how the goods can be returned after consultation with the buyer.
2. Size items, customer-specific items or non-stock items can not be returned.
3. The customer should handle the goods and the packaging with care. He will only extract or use the product to the extent that it is necessary to assess the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - to the Seller in the original condition and packaging in accordance with the reasonable and clear instructions provided by the Seller.

### **Article 7 - Costs in case of revocation**

1. If the Customer makes use of his right of withdrawal, the costs of return, damage to packaging and goods and administration will be incurred.
2. If the Customer has paid an amount, the Seller will repay this amount as soon as possible, but no later than 30 days after the return or revocation.

### **Article 8 - The price**

1. During the period of validity of the offer, the prices of the products and / or services offered will not be increased, subject to price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, Seller may offer products or services whose prices are subject to fluctuations in the financial market and where the Seller is not affected by variable prices. This range of fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the Seller has stated this and: o a) they are due to statutory regulations or provisions; or b) the K lant has the power to cancel the agreement by the date of the price increase.
5. The prices mentioned in the offer of products or services include VAT.

### **Article 9 - Conformity and Warranty**

1. Seller agrees that the products and / or services comply with the agreement, the specifications specified, the reasonable requirements of validity and / or usability and the legal provisions on the date of the conclusion of the agreement and / or government regulations.

2. A warranty offered by the Seller, Manufacturer or Importer does not affect the rights and claims that the Customer may incur in the performance of Seller's obligations against Seller under the law and / or the remote agreement.

### **Article 10 - Delivery and execution**

1. The purchase order and transaction will only be considered as final as soon as the goods have been paid. The Customer will receive an order confirmation confirming the closing and acceptance of the sale by the Seller, after which the goods will be delivered, taking into account the delivery period. The Seller can provide another payment agreement to the Customer and send the goods, pending payment. There will always be an order confirmation to confirm the purchase closure.

2. The Seller shall take the utmost care when receiving and carrying out orders for products and in evaluating applications for the provision of services.

3. The place of delivery is the address that the Customer has notified to the Seller.

4. With due regard to what is stated in article 4 of these terms and conditions, the company will carry out accepted orders within 15 days unless another delivery date has been agreed. If delivery is delayed, or if an order can not be executed, or only partially, the Customer will receive notification of this within one month after placing the order. In that case, the Customer has the right to dissolve the agreement without charge, to request an equivalent replacement product, or to obtain any compensation.

5. In case of termination in accordance with the previous paragraph, the Seller will repay the amount paid by the Customer as soon as possible but not later than 30 days after dissolution.

6. If delivery of a ordered product proves impossible, the Seller will endeavor to make a replacement article available. Delivery will be reported in a clear and understandable manner that a replacement article is delivered. For replacement items right of withdrawal can not be excluded. The costs of return shipping are at the expense of the Seller.

7. The risk of damage and / or loss of products is based on the moment of delivery to the Customer at the Seller, unless expressly agreed otherwise.

### **Article 11 – Payment**

1. All payment will be settled immediately and definitively as soon as Customer closes the purchase by placing the order unless the Seller has granted a longer payment period.

2. In case of non-payment of the goods or a payment transaction breach, the goods will not be shipped and / or remain in the Seller's possession if they have already been shipped. The Customer may under no circumstances claim the goods and may not use, process, sell, sell, sell or sell the goods. The Customer is permitted to use the goods if a payment has been granted. However, unused goods can be recovered for non-payment.

3. In the sale of products to Customers, a partial or full advance payment may be made in general terms (during the withdrawal period). When prepayment is made, the Customer can not make any right regarding the execution of the relevant order or service (s) before the prepaid payment has taken place.

4. The Customer is obliged to notify Seller immediately of any incorrect or reported payment information. In the case of Customer's default, the Seller has the right to charge the reasonable costs notified to Customer prior to legal limitations.

### **Article 12 - Complaints**

1. Complaints about the performance of the agreement must be notified to the Seller within 14 days, fully and clearly in writing or by mail, after the Customer has identified the defects.

2. Any complaints submitted to Seller shall be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Seller will reply within 14 days by a receipt of receipt and ee An indication when the Customer can expect a more comprehensive answer.
3. If the complaint can not be resolved by mutual agreement, a dispute arises which is susceptible to the dispute settlement.

### **Article 13 – Disputes**

1. On agreements between the Seller and the Customer to which these terms and conditions apply, only Belgian law applies.
2. All disputes will be dealt with by the Courts of Hasselt, Belgium.

### **Article 14 - Modification of the terms and conditions BigBagCenter**

Changes to these terms and conditions will only take effect after they have been appropriately published, provided that applicable changes during the term of An offer will prevail for the Customer's most favorable provision.

### **Article 15 - Privacy Policy**

To ensure the security of your online visit, BigBagCenter works exclusively with reputable security partners. This minimizes the loss or theft of your identity data. BigBagCenter has taken all possible and relevant precautions and acts as a normal, foresighted and careful online intermediary. Any identity theft or (financial) theft can not be invoked against BigBagCenter. BigBagCenter will not, in any event, share or pass customer data or confidential data to Third parties.