

WWC SRL

TERMS AND CONDITIONS

1. Scope of application

These terms and conditions are applicable to all orders placed by the Client with WWC SRL and to all sales contracts, including any ancillary service supplied. These Terms and Conditions exclude, unless written consent by WWC SRL, any and all of the Client's Terms and Conditions.

The Client is defined as the person legitimately representing an entity or its own business or a consumer as defined in Article I.1, 2° of the *Code de droit économique* indicating his consent on an order form, offer or service contract issued by WWC SRL.

Unless otherwise stated, the Client acknowledges having received a copy of the present Terms and Conditions and made himself acquainted with the contents thereof.

Should any of the provisions in the Terms and Conditions be declared non-enforceable or be invalidated for any reason, this invalidity or non-enforceability will not have any effect on the enforcement or on the validity of other provisions in the Terms and Conditions.

WWC SRL reserves the right to modify its Terms and Conditions at any time. The provisions applicable to the order are stated on the website www.washwashcousin.be at the time of order placement by the Client.

2. Order, service contract

The order, the service contract, express the Client's consent irrevocably.

The order, the service contract, stipulate to the minimum and definitely the service (detail and object of the services, terms, delivery terms, payment terms, etc.) or the item, the product (stating the reference and specific coding elements), the quantities, the delivery delays and place as well as possibly the delivery time requested by the Client.

Sales are only final once the order or service contract has been confirmed by the Client.

Within the context of the transport of goods by road, the transport contract is evidenced by a waybill in 3 originals detailing the conditions of transport of the goods, the place of delivery, the shipping costs, the delay agreed upon, etc. or by an agreement between the parties.

Any cancellation or modification to the order or to the service contract by the Client must be notified by registered letter to WWC SRL head office.

The deadlines are indicative only. As a consequence, should the deadlines not be met, the Client will not be allowed to rescind the contract or request its termination or claim any damages to WWC SRL.

WWC SRL reserves the right to refuse any order or accept an order under the provisions that derogate to the present contract due to legitimate reasons such as: abnormal order or order placed in bad faith, known insolvency of the Client, previous payment incident with the Client.

3. Price

The prices for the items offered are stated in Euro. They are deemed to exclude VAT, delivery and processing costs.

The services or transport prices exclude insurance costs and potential taxes. These insurance costs and potential taxes are always at the Client's cost.

The transport price is payable immediately at the time of order or at any other time indicated on the invoices. The goods will only be shipped or delivered after receipt of the sale price or according to the type of contract, under the Client's order against payment guarantee by the Client vis-à-vis the final Client.

WWC SRL reserves the right to modify their prices at any time but commits to apply the price valid and indicated at the time of order.

In case of term payment default, WWC SRL reserves the right to suspend the current services without notice or compensation, without prejudice.

4. Delivery and retention of property

The delivery deadlines are also indicative only. Potential delivery delays may not engage the responsibility of WWC SRL.

The goods are delivery at the Client's costs and risks as soon as they are customized.

Customization is deemed completed from the time the goods leave the WWC SRL Head Office or place of business.

Similarly, should the shipping be delayed on request or consequently to a fault of the Client, the goods will be stored at the Client's risks.

Receipt of goods is deemed completed and accepted by the Client. The Client may check the products prior to delivery upon written request.

Should the goods be delivered damaged, the final Client is authorized to refuse the goods or state reservations on the waybill or confirm such via letter or email to the transporter within 48 hours.

Without prejudice to Article 5 of these provisions, the goods delivered remain property of WWC SRL until paid in full. Should the goods be resold or transformed, the Client immediately cedes all debts resulting from their sale as security.

5. Late payment – Penalty clause

Any amount unpaid at the due date will be increased as of right and, without notice, conventional interest in an annual amount of 4% above the legal rate from the invoice due date until full payment will be charged.

Any unpaid amount at the due date will result in a debit in its full right without prior notice of a fixed compensation of a total amount of 15% of the principal amount with a minimum of 100 Euro.

6. Termination of contract – Penalty clause

In case of cancellation of the order of service contract, the Client is liable to pay a fixed compensation of 20% of the total order amount.

Reciprocity clause: Except in cases of Force Majeure, should WWC SRL not execute any obligation under the agreement causing prejudice to the Client acting towards non-professional ends, WWC SRL will, after a final notice has received no reply for fifteen days, owe the consumer Client a compensation equal to 20% of the total order amount.

7. Return and right of withdrawal (distance contract)

Pursuant to Article 47 of the law of April 6, 2013 on Market practices and consumer protection, the Client, private consumer, owns a right to return, whatever the reason. As such, the Client is authorized to notify WWC SRL, whose contact details are on all business documents and on the www.washwashcousin.be website, that he cancels his purchase, without penalties and without reason, within 14 calendar days from the day following the delivery of the goods.

In this case, the goods must be returned to WWC SRL within the same time frame.

Regarding goods suitable for postage, the post office stamp will serve as proof of date. For larger parcels, the date of the return request serves as proof of date. WWC SRL requests the Client to contact its Customer Service Department on +32 0496.048.408, where he will be informed of the shipping process.

This right implies that the goods are returned in perfect condition, in its original packaging. Any goods not returned in this condition, incomplete, damaged, used, will not be refunded and will be at the Client's disposal who will be responsible for their collection at the head office.

The costs will be allocated as follows:

i. Delivery error, goods rejected on delivery, description error, goods damaged upon reception : WWC SRL will refund the price of the product, the shipping costs invoiced as the case may be and will pay for the return of the goods.

ii. Exercise of the right of return and withdrawal: WWC SRL will refund the product price and the shipping costs invoiced. The return costs remain the Client's responsibility.

Exception: pursuant to Article VI.53 of the *Code de droit économique*, the right of withdrawal will not be applicable to:

- i. the supply of goods likely to deteriorate or expire quickly;
- ii. the supply of sealed goods that may not, for health or hygiene reasons, be returned or that have been unsealed by the client after delivery.

The buyer therefore waves his right of withdrawal over the WWC SRL cosmetics range.

c. The refund of non hygiene and beauty products will be done within 14 days maximum following the receipt of the returned goods to the convenience of WWC SRL, either via bank transfer to a bank account or through credit of the bank card used for the purchase.

WITHDRAWAL FORM TEMPLATE:

(Please fill-in and send this form only if you wish to withdraw from the contract)

- To:

WWC SRL

Head Office: Rue Stordoir 15 B à 5081 Saint-Denis Bovesse

Email: commande@washwashcousin.be

- I/We (*) hereby notify (*) you my/our (*) withdrawal from the contract pertaining to the sale of the goods detailed below:

- Ordered on (*)/received on (*)

- Consumer(s) name(s)

- Consumer(s) address(es)

- Signature of the consumer(s) (only if the notification is done using a hard copy of this form)

- Date

(*) Delete as appropriate.

8. Protection of my confidential information

The personal information collected within the scope of the services detailed in these Terms and Conditions is treated according to the law of 30th July 2018 on the protection of physical persons in the context of the processing of personal information, to the European regulations pertaining, in particular, to the General Data Protection Regulation (Regulation 2016/679 - "GDPR").

The data processed is used to execute the agreement with the Client, the client administrative tasks, the products and services promotion, the setup of customized campaigns and direct marketing, including via email.

The Client has a right to refuse to receive any offers from WWC SRL by sending an email to: commande@washwashcousin.be



The Client may:

- oppose, upon request and free of charge, the processing of his personal information for direct marketing purposes;
- access, free of charge, to the information stored by WWC SRL and obtain the rectification of incomplete, inaccurate or irrelevant information.
- Oppose, for serious and legitimate reasons, that the information stored be processed.
- Demand the deletion of the personal information transmitted.

All requests regarding the above must be done in writing and addressed to the WWC SRL head office either by post: Rue Stordoir 15 B à 5081 Saint-Denis Bovesse or via email at: commande@washwashcousin.be

WWC SRL may disclose personal information to third parties upon request to any entity legally authorized to request such. WWC SRL may also disclose this information if required, in good faith, in order to comply with laws and regulations to protect or defend its rights and property.

9. Intellectual property

Creations (computer media, syllabi, PowerPoint presentations, visual designs, movies, video, 3D and animated images, technical descriptions and photos...) from WWC SRL are protected under the provisions of the law on copyrights and WWC SRL retains full ownership of these rights unless expressly provided otherwise.

The WWC SRL creations may only be used by the Client within the scope of his agreements with WWC SRL and only within the Belgium territory, unless expressly authorized otherwise.

The Client will not reproduce, directly or indirectly, totally or in part, adapt or modify, market or distribute to its staff not participating in training or to third parties the training documents or other educational resources provided without the express written consent of WWC SRL.

WWC SRL declares being the rightful owner of the intellectual property rights pertaining to the training documents and other educational resources provided to the Client or having received the right, from the third-party owner, of regular use of such.

Wash Wash Cousin is a registered trademark. Registration No. 018024124EUIPO.

10. Responsibility

WWC SRL bears full and exclusive responsibility towards the delivered goods and the correct use of the products and services and also ensures that this use is in accordance with the current standards and regulations in Belgium.

WWC SRL undertakes to carry out the missions entrusted to them by the Client with the highest level of care.

Ipsso jure and without any formalities, WWC SRL will not be held responsible in case of events that do not allow the normal course of its services or, generally, following a Force Majeure event. A Force Majeure event is defined as an event either unpredictable or irresistible or external.

11. Disputes

Disputes regarding the services ordered must be lodged within the eight working days following the rendering of such service, through registered letter addressed to the head office of WWC SRL, failing which it will be inadmissible.

Disputes regarding invoices must be lodged in writing within the eight days following the date of receipt of the invoice (post office stamp or email date), to WWC SRL head office, failing which it will be inadmissible.

Disputes regarding goods delivered must be lodged in writing within the 48 hours following receipt, either with the transporter or the WWC SRL head office (this provision does not pertain to the legal guarantee on consumer goods).

12. Mediation clause

The parties agree that any disagreement or dispute regarding the present general Terms and Conditions or consequence of their interpretation of their enforcement will be subject to mediation.

To this end, the parties undertake to attend at least one mediation meeting and delegate one person having decision-making power.

The mediator will be chosen by the parties in the judicial district of their choice.

13. Competent jurisdiction and applicable law

The sales or transport contract and the present Terms and Conditions are governed by the laws of Belgium, without prejudice, for the Client acting to non-professional ends, of the protection the mandatory provisions of the law that may be applicable without this provision, in accordance with Article 6, Paragraph 2 of Regulation No. 593/2008.

Any dispute regarding the establishment, the execution, the interpretation of these Terms and Conditions impossible to resolve amicably will be referred to the exclusive jurisdiction of the Namur judicial district, unless the Client acts to non-professional ends, in which case the dispute will be referred, at the choice of the applicant, to the jurisdictions specified in Article 624, 1st 2nd or 4th of the Judicial Code.