

## GENERAL SALES TERMS AND CONDITIONS - WEBSHOP YKIDO

### Business information

Stra-T-Go bvba/sprl  
With trademark "YKIDO"  
Avenue Roi Baudouin 50 B-1310 La Hulpe  
E info@ykido.com  
T +32 477 381 347  
VAT BE0837979337  
RPR Nivelles

### Article 1: General provisions

The e-commerce website of YKIDO, a bvba/sprl with its registered office at Avenue Roi Baudouin 50 B-1310 La Hulpe, VAT BE0837979337, RPR Nivelles (hereinafter "YKIDO") 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 YKIDO, 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 YKIDO.

### 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 YKIDO. With respect to the accuracy and completeness of the provided information, YKIDO is solely bound to obligation of means. YKIDO 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The product selection is valid while stocks last and may at any time be changed or withdrawn by YKIDO. YKIDO 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**

The Customer can order online with following actions:

- Select on the website menu “SHOP”, this is the access to the online shop
- Consult the products and services with their respective information
- Click on the chosen product or service and fill in the “Quantity”
- Confirm the choice with the button “Add to Cart”
- Continue shopping by adding products and/or services if desired
- Click “View Cart” to see the cart’s content in detail. The delivery cost is automatically calculated, visualized and added to the cart.
- It is possible to make corrections in the cart by changing the number (“Qty”) or by deleting (“Remove) a product or service.
- Click optionally on “Enter a promo code” and fill in. Confirm with “Apply”. A valid promotion will be applied automatically.
- Click optionally on “Add a note” and fill in the eventual question, remark or information.
- Select “Checkout” to move forward to the payment procedure
- Fill in all required information (marked with “\*”) chronologically and confirm each time with “Continue”: 1. “Shipping Details”, 2. “Delivery Method”, 3. “Payment”, 4. “Review & Place Order”
- Check the box “I agree to the Terms & Conditions, Privacy Policy and Return Policy” (all directly consultable via the links below).
- Confirm the order and related payment obligation by clicking “Place Order”.

The Customer may choose between the following payment methods:

- by credit card VISA
- by credit card MASTERCARD

YKIDO 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 delivered in Belgium.

Delivery occurs by parcel transport companies like GLS, BPost or other. The delivery cost is calculated and shown during the order procedure.

Unless otherwise agreed or explicitly determined otherwise, the goods shall be delivered to the Customer's residence within 30 days of receipt of the order. Often the delivery is much faster depending on the production planning and/or stock.

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

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

#### **Article 6: Retention of title**

Delivered articles remain the exclusive property of YKIDO 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 YKIDO, 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 YKIDO.

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

The right of withdrawal period will expire 14 calendar days after the date when the goods were physically received by the Customer or a third party indicated by the Customer that is not the carrier.

To exercise the right of withdrawal, the Customer must notify Stra-T-Go bvba/sprl (Avenue Roi Baudouin 50 B-1310 La Hulpe, T +32 477 381 347 E info@ykido.com) in an unambiguous statement (e.g. in writing by post, fax or e-mail) about their decision to withdraw from the agreement. The Customer may use the attached template withdrawal form, but it is not obligatory.

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

In any event, the Customer has no later than 14 calendar days from the day that they notify Stra-T-Go bvba/sprl of their decision to withdraw from the agreement to send back or hand over the goods to Stra-T-Go bvba/sprl. The Customer is on time if they have sent back the goods before the period of 14 calendar days has expired.

The direct costs for returning the goods shall be borne by the Customer.

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

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

If the Customer has requested that the provision of services start during the withdrawal period, the Customer shall pay an amount for the services provided up to the time that the Customer notified us of their withdrawal from the agreement that is proportional to the full completion of the agreement.

If the Customer withdraws from the agreement, Stra-T-Go bvba/sprl shall repay all payments received from the Customer up until that time including standard shipment costs with a maximum of 14 calendar days of the date that Stra-T-Go bvba/sprl was notified by the Customer of their decision to withdraw from the agreement. For sales agreements, Stra-T-Go bvba/sprl may wait on the reimbursement until all the goods have been sent back, or until the Customer has demonstrated that he has sent back the goods, whichever is earliest.

Any additional costs resulting from the Customer choosing another form of delivery other than by the cheapest standard delivery offered by Stra-T-Go bvba/sprl will not be refunded.

Stra-T-Go bvba/sprl shall repay the Customer using the same means of payment as the Customer used in the initial transaction, unless the customer explicitly agreed otherwise. In any case, the Customer will not be charged any costs in connection with such repayment.

The Customer may not exercise the right of withdrawal for:

- service contracts after the provision of service has been completed in its entirety.
- the delivery of goods manufactured according to the Customer's specifications or that are clearly destined for a specific person.
- agreements where the Customer specifically requests YKIDO to carry out urgent repairs or maintenance.
- 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 software, applications).

#### **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.

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 YKIDO customer service and to return the product at their own expense to YKIDO.

Upon detection of a deficiency, the Customer must inform YKIDO 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**

YKIDO customer service can be reached at phone number +32 477 381 347, via e-mail at [info@ykido.com](mailto:info@ykido.com) or by mail at the following address Avenue Roi Baudouin 50 B-1310 La Hulpe. 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 YKIDO 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, YKIDO is entitled to take back the unpaid or incompletely paid for articles.

#### **Article 11: Privacy**

The responsible party for processing information, Stra-T-Go bvba/sprl respects the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal information.

The personal information you share with us is used only for the following purposes: customer and order management (including customer administration, tracking orders/deliveries, invoicing, solvency monitoring, and sending marketing and personalised advertising).

You have a statutory right to access and eventually correct your personal information. Subject to proof of identity (copy of identity card), you may receive a free paper record of your personal information by sending a written, dated and signed request to Stra-T-Go bvba/sprl, Avenue Roi Baudouin 50 B-1310 La Hulpe, info@ykido.com. If necessary, you can also request the correction of information that is inaccurate, incomplete or irrelevant.

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 do so, you can always contact us in the aforementioned manner at Stra-T-Go bvba/sprl, Avenue Roi Baudouin 50 B-1310 La Hulpe, info@ykido.com.

It is possible that the personal information received from you may be communicated to our collaborating businesses.

The Customer is responsible for maintaining the confidentiality of their login information and the use of their password. Your password is stored in encrypted form and thus YKIDO has no access to your password.

YKIDO saves online (anonymous) visitor statistics in order to determine which webpages are accessed on the internet website and to what extent.

If you have any questions about this privacy statement, please contact us at info@ykido.com.

#### **Article 12: Use of cookies**

When you visit the website, “cookies” may be stored on the hard disk of your computer. A cookie is a text file that is placed by the server of a website via the browser on your computer or on your mobile device when you access a website. Cookies cannot be used to identify individuals. A cookie can only be used to identify a device.

Third Party cookies: Google Analytics (Web analysis)

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.

If you use our website, you agree to the use of cookies.

#### **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 YKIDO 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 YKIDO. 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 Brussels district have jurisdiction in the case of any disputes.

The Consumer can also make use of the ODR platform (<http://ec.europa.eu/consumers/odr/>).

## **APPENDIX 1: TEMPLATE - WITHDRAWAL FORM**

Dear Customer,

You should only complete this form and return it should you want to withdraw from the agreement.

To Stra-T-Go bvba, Avenue Roi Baudouin 50 B-1310 La Hulpe, info@ykido.com.

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

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

Name/Names of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

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