

## **GENERAL TERMS AND CONDITIONS OF SALE WEBSHOP ANNA POPS**

**Each order is considered as an explicit acceptance of the general terms and conditions set by the buyer.**

### **Company details , seller**

The website & webshop <http://www.annapops.be> is owned by:

Anna Pops

Tina Daem  
Eugeen Bosteelsstraat 10  
9300 Aalst - België

T: 053 41 57 39

E: [info@annapops.be](mailto:info@annapops.be)

Management company: Tina Daem BTW: BE 0861.048.808

### **Article 1: General provisions**

The e-commerce website of Anna Pops, a one-man business with registered office in [[Eugeen Bosteelsstraat 10, 9300 Aalst](#)], BTW BE 0861048808, offers its customers the possibility to buy the products from its online store.

These General Terms and Conditions ("Terms and Conditions") apply to any order placed by a visitor to our site ("Customer"). When placing an order via the Anna Pops webshop, the Customer must expressly accept these Terms and Conditions, with which he agrees to the applicability of these Terms and Conditions, to the exclusion of all other terms and conditions. Additional terms and conditions of the Client are excluded, unless they have been accepted in advance, in writing and explicitly by Anna Pops.

### **Article 2: Price**

All prices mentioned are expressed in EURO or DOLLAR, always including VAT and all other taxes or duties that the Customer is obliged to pay.

The item price of the smallest available size is always displayed. When the desired size is indicated, the corresponding price will be displayed.

If delivery, reservation or administrative costs are charged, this will be stated separately.

The Customer can also always consult the delivery costs on the site at the time of delivery & shipment.

The quotation of price relates exclusively to the articles as it is described verbatim. The accompanying photos are intended to be decorative/informative and may contain elements that are not included in the price.

### **Article 3: Offer**

Despite the fact that the e-commerce website is composed with the greatest possible care, it is still possible that the information offered is incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the offer are not binding on Anna Pops. Anna Pops is only bound by an obligation of means with regard to the correctness and completeness of the information offered. Anna Pops is in no way liable in the event of manifest material errors, typesetting or printing errors.

If the Customer has specific questions about e.g. sizes, colour, fit, availability, delivery time or delivery method, we ask the Customer to contact us in advance via [info@annapops.be](mailto:info@annapops.be) or by telephone on 003253415739.

The offer is always valid as long as the stock lasts and can be adjusted or withdrawn at any time by Anna Pops. Anna Pops cannot be held liable for the non-availability of a product. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

## AVAILABILITY

Our webshop offers you articles that we also present to our customers in the shop 'Anna Pops' in Aalst. If an item selected by you in the webshop is simultaneously selected by a customer in the shop, we reserve the right to continue to serve the customer. However, we hope - because of our large offer - to exclude this as much as possible and to be able to serve all our customers as we wish. If this does occur, we will contact you so that you can - if you wish - revise the order. You will of course be refunded immediately for the respective items.

## COLOR

Anna Pops' tries to depict the articles as faithfully as possible. Keep in mind, however, that factors such as a computer screen, ambient light, etc., especially in the colour, may show small deviations from reality.

## SIZE

The size you order is in accordance with the size mentioned in the article. However, shoe sizes can vary from one brand to another. In case of an incorrect size, you can return the article. If you are in doubt about the size, feel free to send us an e-mail ([info@annapops.be](mailto:info@annapops.be)) and we will measure the inside.

#### **Artikel 4: Online aankopen**

The ordering process via Anna Pops is as follows :

- Select the desired product and add it to the shopping cart.
- Press the 'Order' button and your login details will be requested..
- If you are not yet registered, you can provide your choice of delivery and address details by creating an account.
- Press the 'go to pay' button, after which selection of the desired payment method will be asked to confirm the order.
- Press the icon of your desired payment method to process the payment via a secure connection.
- After ordering Anna Pops will send out an order confirmation by e-mail, check here your spam as well, because sometimes our e-mails are seen as advertising.
- If the products are in stock, a second e-mail will be sent when the shop has dispatched your order, so you will also receive a tracking link.

The Customer has the choice between the following payment methods:

- by credit card
- by Paypal
- by transfer to account number: IBAN: BE32 7310 2315 6602

Anna Pops does not charge any costs for the use of the aforementioned payment methods.

Anna Pops is entitled to refuse an order as a result of a serious shortcoming of the Customer with regard to orders in which the Customer is involved and whether there is a suspicion of fraud.

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

Your order will be shipped on average within three working days after receipt of your payment unless otherwise reported. However, we are not responsible for delays from our suppliers. In the event of an abnormal delay in the delivery period as a result of force majeure or other unforeseen circumstances, either at our premises or at the premises of the suppliers, we will inform the Customer immediately, including information about the updated delivery period.

We are not liable for any damage, loss or other problems during shipment. We are doing our utmost to prevent these possible problems.

Please make sure that you provide us with your data fully and correctly, incorrect delivery addresses are the responsibility of the Customer and may give rise to additional costs that are at the expense of the Customer.

If the Customer requests a method of delivery that differs from that used by us, any additional costs shall be charged to the Customer.

The risks of loss of and damage to the goods are transferred to the Customer at the time of delivery. However, if the Customer fails to comply with its contractual obligations, the risk of loss of and damage to the products shall pass to the Customer at the time when the delivery should have taken place without any breach of obligations on the part of the Customer.

Products are delivered all over the world and the rates can be found at delivery and shipping.

Customers may cancel free of charge if, for any reason, goods cannot be delivered within 30 days of the conclusion of the contract, in accordance with Article VI.43 of the Economic Law Code.

Delivery is made by Bpost and the duration and costs associated with this can be consulted with the delivery and shipping costs.

Any visible damage and/or qualitative shortcoming of an article or other shortcoming in the delivery must be reported by the Client to Anna Pops without delay and within 2 days.

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

The delivered items remain the exclusive property of Anna Pops until the moment of full payment by the Client.

The Client undertakes, if necessary, to inform third parties of the retention of title of Anna Pops, e.g. to any person who may attach the items that have not yet been fully paid for.

#### **Article 7: Right of withdrawal / return**

The provisions of this article only apply to Customers who purchase items online from Anna Pops in their capacity as consumers.

The Customer is entitled to withdraw from the agreement without giving any reason within a period of 14 calendar days. He is free to provide additional information to us in order to improve our services.

The withdrawal period shall expire 14 calendar days from the day on which the physical possession of the goods takes place, either on the day on which the Customer or on behalf of a third party other than the carrier and indicated by the Customer.

In order to exercise the right of withdrawal, the Customer must e-mail Anna Pops at [info@annapops.be](mailto:info@annapops.be) and thus inform us by means of an unequivocal statement of its decision to withdraw from the contract. The Customer does not need to request a standard form for this, but can simply send a short e-mail.

In order to comply with the withdrawal period, the Customer must send his notice regarding the exercise of the right of withdrawal before the expiry of the withdrawal period.

The Client must return or hand over the goods to Anna Pops without delay, but in any case no later than 14 calendar days after the day on which he has notified Anna Pops of his decision to revoke the agreement. The Customer is on time if he returns the goods within this period of 14 calendar days.

The goods purchased online, for which you wish to exercise the right of withdrawal, may also be returned to the shop (with address: Eugene Bosteelsstraat 10, 9300 Aalst).

The direct costs of returning the goods shall be borne by the Customer. If you would like us to create a label at 5 euros (incl. VAT) for Belgium and 8 euros (incl. VAT) for the Netherlands (only for these countries is it possible to create a return label), please feel free to mail us at [info@annapops.be](mailto:info@annapops.be). We will then arrange the payment and the label in this way.

The Customer is requested to return the articles in their original condition and packaging, with all accessories supplied, and instructions for use. If the value of the returned product is reduced in any way, Anna Pops reserves the right to hold the Customer liable and to claim compensation for any diminished value of the goods resulting from the Customer's use of the goods beyond what is necessary to determine the nature, characteristics and operation of the goods.

All returned articles are carefully examined. The basic principle here is that the consumer may only inspect the article as he would be allowed to do in a shop. Returned items may be appropriate but may not have been used. When an article is impaired by the use of the Client, this will be charged to the Client.

If the Client revokes the agreement, Anna Pops will refund all payments received from the Client up to that moment, excluding the delivery costs paid, to the Client within a maximum of 14 calendar days after Anna Pops has been informed of the Client's decision to revoke the agreement. In the case of sales contracts, Anna Pops will wait until he has received back all the goods, whichever time comes first.

Anna Pops shall reimburse the Customer using the same means of payment with which the Customer has carried out the original transaction, unless this is not possible for technical reasons.

The Customer cannot exercise the right of withdrawal before:

- the delivery of goods produced in accordance with the Customer's specifications, or which are clearly intended for a specific person;
- the supply of goods which deteriorate rapidly or which have a limited shelf life;
- the supply of sealed goods which are not suitable for return for reasons of health protection or hygiene and which have been unsealed after delivery;
- the delivery of goods which, after delivery, have by their nature been irrevocably mixed with other products;

- the supply of newspapers, periodicals or magazines, with the exception of contracts for subscription to such publications.

#### **Article 8: Warranty**

Under the Act of 21 September 2004 on the protection of consumers in respect of the sale of consumer goods, consumers have legal rights. This legal warranty is valid from the date of delivery to the first owner. Any commercial guarantee does not affect these rights.

In the event of questions, remarks or complaints, the customer can contact Anna Pops at any time via e-mail [info@annapops.be](mailto:info@annapops.be) or via telephone 003253415739. Anna Pops will process the client's request as soon as reasonably possible and will contact the client concerned. If the question, remark or complaint relates to the guarantee, in principle the manufacturer/producer must be involved, so that the handling of the request or complaint can take longer.

#### **Article 9: Penalties for non-payment**

Without prejudice to the exercise of other rights available to Anna Pops, in the event of non-payment or late payment, the Client is due, by operation of law and without notice, an interest of 10% per annum on the amount not paid. In addition, the Customer shall be liable by operation of law and without notice to pay a fixed indemnity of 10% of the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, Anna Pops reserves the right to take back the items that are not (fully) paid for.

#### **Article 10: Privacy**

Anna Pops respects the Belgian law of 8 December 1992 on the protection of private life in the processing of personal data.

All about our privacy policy can be found under the topic privacy policy.

#### **Article 11: Use of cookies**

During a visit to the site, 'cookies' may be placed on the hard disk of your computer. A cookie is a text file that a website's server places in your computer's browser or on your mobile device when you consult a website. Cookies cannot be used to identify individuals, a cookie can only identify a machine.

All information about our use of cookies can be found in our privacy policy.

You can set your internet browser in such a way that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard drive. You can do this via the settings of your browser (via the help function). Please note that

certain graphic elements may not appear correctly, or that you will not be able to use certain applications.

By using our website, you agree to our use of cookies.

#### **Article 12: Damage to validity - failure to act**

If any provision of these Terms is held to be invalid, illegal or void, the validity, legality and applicability of the other provisions shall not be affected in any way.

Failure by Anna Pops at any time to enforce any of the rights listed in these Terms and Conditions, or to exercise any right thereunder, shall never be construed as a waiver of such provision and shall never affect the validity of these rights.

#### **Article 13: Amendment of conditions**

These Conditions are supplemented by other conditions explicitly referred to, and the general terms and conditions of sale of Anna Pops. In case of contradiction, these Conditions shall prevail.

#### **Article 14: Evidence**

The Customer accepts that electronic communications and backups may serve as evidence.

#### **Article 15: Intellectual property**

You can always consult the website 'Anna Pops'; [www.annapops.be](http://www.annapops.be). External commercial use of this website and its data is only permitted with written permission. Nothing on this webpage may be copied, stored and/or distributed for commercial purposes without the written permission of Anna Pops.

'Anna Pops' is not responsible for external websites and social media to which she may be linked.

#### **Article 16: Applicable law - Disputes**

Of course, we always hope that all our customers are 100% satisfied. If you have any complaints about our services, you can contact us via our contact page on our website or by sending an e-mail to [info@annapops.be](mailto:info@annapops.be). We will do everything we can to deal with your complaint within 7 days.

All agreements we enter into with our customers, regardless of their place of residence, are governed exclusively by Belgian law. The courts of the district

Dendermonde are authorized to take cognizance of all disputes, or at the discretion of Anna Pops, any other court competent according to the rules of the Judicial Code. If, for reasons of international law, another law does apply, the interpretation of the present general terms and conditions will be based first and foremost on the Belgian Law on Market Practices and Consumer Protection.