

PORCELAIN ART STUDIO FRÉDÉRIQUE VANVLASSELAER

GENERAL TERMS AND CONDITIONS

Company data

BASK VOF
RPR Ghent - Oudenaarde Department
Company number: 0758.497.537
VAT No BE 0758.497.537
Seat: Arthur Odevaertstraat 13, B-9688 Schorisse

General provisions

BASK VOF, offers its customers the possibility to purchase the products from the online shop online or at the above-mentioned address.

These General Terms and Conditions ("Conditions") apply to any order placed by a visitor ("Customer"). When placing an order via BASK VOF, the Customer must expressly accept these Terms and Conditions, by which he agrees to the applicability of these Terms and Conditions. Any additional conditions of the Customer are excluded, unless they have been accepted beforehand, in writing and expressly by BASK VOF.

Price

The statement of price refers exclusively to the articles as described verbatim. The accompanying photos are intended for illustrative purposes and may differ from the product as each item is unique.

All prices are expressed in euros. The price stated in the e-mail confirming an order is the price owed by the customer. Special offers are only valid as long as stocks last.

BASK VOF reserves the right to change the price of a product at any time, but the products will always be invoiced on the basis of the rates in force at the time the contract is concluded.

For tailor-made designs, we always work on the basis of an offer.

By approving the quotation, you also agree to pay the cost of the preliminary design of the product, regardless of whether or not an order results from this afterwards. The exact cost price of custom work always depends on the number of pieces, production costs and the number of working hours of the design obtained.

Quotations have a validity of 1 month (from dispatch date).

Offer

Despite the fact that the online catalogue and the e-commerce website are compiled with the greatest possible care, it is still possible that the information provided is incomplete, contains material errors, or is not up-to-date. Obvious mistakes or errors in the offer are not binding on BASK VOF.

If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or method of delivery, we ask the Customer to contact us in advance.

The offer is always valid as long as stocks last and may be adjusted or withdrawn at any time by BASK VOF If

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an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

Order procedure

Orders can be placed by appointment on site or via the webshop. If you wish to place an order via the webshop, please proceed as follows:

1. Click on the page Shop to go to the webshop.
2. Navigate through the Shop-page and click on the desired article or photo to obtain more product information. On this article page you can fill in the desired order quantity (default this is '1') and click on "Add to cart" to add it to your shopping cart.
3. When you have added an article to your shopping cart, the shopping cart will be shown. There you will see an overview of the added items, the quantity and the total cost per item and the subtotal of your shopping cart. This subtotal does not include any shipping costs.
4. You can delete an article by clicking on "Delete" next to the article.
5. To add other items to your shopping cart, click on "> shopping cart" and repeat steps 1 to 4.
6. Using the shopping basket icon, you can consult your added items at any time.
7. To complete your order, click on "view shopping cart" and you will receive an overview of the items added, the quantity and the total cost per item and the subtotal of your shopping cart, as well as the shipping costs.

On this checkout page you will have the opportunity to add comments to your order.

8. To add other items to your shopping cart, click on "continue shopping" and repeat steps 1 to 4.
9. The Order is complete after you have paid. More information about the payment options can be found below.

Payment

To proceed to payment you have two possibilities:

- Manual payment: Click on the "Checkout" button after which you will be asked to fill in your details. On this page you will be informed about the delivery method, the delivery charge and the payment instructions. Before you can place an order, you must agree to the General Terms and Conditions. In case of a manual payment we apply a payment term of 7 calendar days. If we have not received your payment after this period, we will cancel your order and inform you of this.
- Online payment: You can pay online by credit card, bank card and PayPal or by manual payment

An order will be processed as soon as we receive the payment or receive approval from the secure bank payment institution.

In the case of payment by credit card, the terms and conditions of the relevant card issuer apply. BASK VOF cannot be held liable between the customer and the card issuer.

Collection, delivery and performance of the contract

Each order will be confirmed by e-mail as soon as possible. The order can be picked up by appointment or delivered by BASK VOF or by a recognised courier. Rates can be found in this document under the "Delivery and Returns" section.

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Deliveries are made to the address indicated by the customer when placing the order. BASK VOF may in no way be held responsible for errors made by the Customer in entering the delivery and/or invoicing address which may lead to delays in delivery or the impossibility of delivering the products ordered.

Any visible damage and/or qualitative shortcoming of an article or any other shortcoming in delivery must be reported by the Customer to BASK VOF without delay.

The indicated delivery time is only an indication and is not binding. BASK VOF undertakes to deliver your order within 8 weeks of receipt of payment at the latest. If delivery cannot be made on time, we shall inform you of this in good time. Any delay in delivery may not give rise to compensation. You can cancel your order if we are unable to deliver within 8 weeks.

If a product is not in stock, the customer will be informed by e-mail of a possible later delivery date. If the customer does not agree with the delay, the ordered product can be cancelled or the customer can order an alternative product. The cancelled product will be refunded or, when ordering an alternative product, the over/underpaid amount will be refunded/invoiced.

BASK VOF reserves the right to accept or refuse orders. Upon simple request, the customer will be informed of the reason for the refusal. BASK VOF cannot receive orders from minors. If a minor wishes to purchase an item on the site, the order must be placed and paid for by an adult guardian.

There is a valid agreement between you and BASK VOF when BASK VOF receives confirmation of your order on its site.

However, BASK VOF may decide to make the validity of the contract subject to other conditions, such as orders placed by minors, when the order is incomplete or incorrect, or when previous orders have not been paid for. BASK VOF also reserves the right to refuse orders in the following cases:

- when a product is out of stock,
 - in the event of serious suspicion of abuse of rights or bad faith on the part of the client,
- in cases of force majeure.

Retention of title

The items delivered remain the exclusive property of BASK VOF until full payment has been made by the Customer.

If necessary, the Customer undertakes to inform third parties of BASK VOF's retention of title, e.g. to any person who would seize items that have not yet been paid for in full.

Right of withdrawal

In order to exercise the right of withdrawal, the Customer must inform BASK VOF of its decision to withdraw from the contract by means of an unequivocal statement (e.g. in writing by post, fax or e-mail).

In order to comply with the withdrawal period, the Customer must send his notice concerning his exercise of the right of withdrawal before the withdrawal period has expired. For this purpose, the Customer may use the model withdrawal form. (See last page of the General Terms and Conditions)

The Customer must return or hand over the goods to BASK VOF without delay, but in any event no later than 14 calendar days after the day on which it has notified BASK VOF of its decision to withdraw from the

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contract. The Customer shall be on time if he returns the goods to BASK VOF before the period of 14 calendar days has elapsed.

If the value of the returned product is reduced in any way, BASK VOF reserves the right to hold the Customer liable and to claim damages for any reduction in value of the goods resulting from the Customer's use of the goods beyond what is necessary to determine the nature and characteristics of the goods.

Warranty on manufacturing faults

We ask you to report this irregularity immediately upon receipt.

Our handmade products may differ slightly in shape and colour from the webshop photo. This is not a manufacturing defect but an inherent characteristic of handcrafted products.

Delivery and Returns

BELGIUM

Standard Signed For Delivery (Including guarantee up to € 500.00 for goods. Signature of consignee on delivery).

Estimated shipping time 3-5 working days

0-10kg = € 15

10-20 kg = €32

20-30kg = € 48

40-50kg = € 60

DELIVERY OUTSIDE OF BELGIUM

We deliver to the following locations:

GERMANY, FRANCE, LUXEMBOURG, NETHERLANDS

Standard Signed For Delivery

Estimated shipping time 3-5 working days

0-10kg = € 30

10-20kg = € 60

20-30kg = € 90

30-40kg = €120

40-50kg = €150

AUSTRIA, DENMARK ,IRELAND, ITALY, MALLORCA, SPAIN, SWEDEN

Standard Signed For Delivery

Estimated shipping time 3-5 working days

0-10kg = € 87

10-20kg = € 174

20-30kg = € 261

30-40kg = € 348

40-50 kg = € 435

UNITED KINGDOM, NORWAY

Standard Signed For Delivery

Estimated shipping time 3-5 working days

0-10kg = € 120

10-20kg = € 240

20-30kg = € 360

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30-40kg = € 480

40-50kg = € 600

Shipping costs are communicated for each order during order placement.

Delivery times indicated are an estimate and apply to stock items only.

Please contact us for all countries not listed: info@studiofrederique.com

Unfortunately Frédérique Vanvlasselaer Porcelain Art Studio is unable to deliver to PO Box addresses as a signature is required on delivery.

CUSTOMS & IMPORT CHARGES

For orders outside of Belgium you as the customer are liable for any local taxes and import duties at the point where the goods are imported into your country. Frédérique Vanvlasselaer Porcelain Art Studio cannot be held responsible for any such charges.

IF YOU HAVEN'T RECEIVED YOUR ORDER

If your order has not arrived after 14 working days, please contact us at info@studiofrederique.com and we will investigate.

Please note that delivery times may take longer at certain times of the year, such as the festive season. Unfortunately, this is out of our control.

RETURNING AN ITEM

You may return items bought at Frédérique Vanvlasselaer Porcelain Art Studio in their original, unused and saleable condition for a refund or exchange within 14 working days of receipt. You are not required to give us any reason for doing so, however proof of purchase (order number) is required.

You will be required to organise and pay for the return of the items to us. Before doing so, please contact us at info@studiofrederique.com for a returns reference. Return address is: Frédérique Vanvlasselaer Porcelain Art Studio, Arthur Odevaertstraat 13, 9688 Schorisse, Belgium. Please ensure that you include the Dispatch Note in your parcel, pack the items in their original packaging. We cannot accept liability for returned goods lost or damaged in transit.

INCORRECT DELIVERY

If the items you receive do not match what you ordered, or something has been delivered to you that you did not order, please notify us immediately by contacting us as at info@studiofrederique.com within 14 days of receipt so that we may check your order. We will then arrange to collect any incorrect items from you and/or organise for any previously missing or replacement items to be sent to you free of charge.

GOODS DAMAGED IN TRANSIT

If your item has been damaged in transit, please contact us immediately and provide photographic evidence via email or post within 14 days of receipt. If on receipt we conclude that the damage was caused in transit, we will replace the item for you.

PROCESSING TIME

If a refund is actioned by us, subject to these conditions, your payment for the goods will be refunded as soon as possible by the original payment method, no later than 14 working days after we have received the goods.

If an exchange has been arranged, this will be processed for dispatch within 7 working days of us receiving your returned goods, and will be delivered via standard delivery. Please note delivery times may vary depending on shipping destination and during busy holiday seasons.

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These listings and rates are subject to change and valid for 2024 or if otherwise indicated.

Privacy

For the communication with our customers and the smooth processing of orders, we keep a number of personal data.

We undertake never to pass on our customers' details to third parties.

Subject to proof of identity (copy of identity card), you may at any time view, change or delete your personal data in whole or in part. This can be done by sending an e-mail to info@studiofrederique.com with your request for amendment or deletion.

We treat your data as confidential information and will not pass it on, rent or sell it to third parties.

BASK VOF keeps online (anonymous) visitor statistics in order to be able to see which pages of the website are visited and to what extent.

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

Cookies

This Cookie Policy explains what cookies are and how we use them. You should read this policy to understand what cookies are, how we use them, the types of cookies we use i.e, the information we collect using cookies and how that information is used and how to control the cookie preferences. For further information on how we use, store and keep your personal data secure, see our Privacy Policy.

You can at any time change or withdraw your consent from the Cookie Declaration on our website. Learn more about who we are, how you can contact us and how we process personal data in our Privacy Policy. Your consent applies to the following domains: www.studiofrederique.com

WHAT ARE COOKIES?

Cookies are small text files that are used to store small pieces of information. The cookies are stored on your device when the website is loaded on your browser. These cookies help us make the website function properly, make the website more secure, provide better user experience, and understand how the website performs and to analyze what works and where it needs improvement.

How do we use cookies?

As most of the online services, our website uses cookies first-party and third-party cookies for a number of purposes. The first-party cookies are mostly necessary for the website to function the right way, and they do not collect any of your personally identifiable data.

The third-party cookies used on our websites are used mainly for understanding how the website performs, how you interact with our website, keeping our services secure, providing advertisements that are relevant to you, and all in all providing you with a better and improved user experience and help speed up your future interactions with our website.

What types of cookies do we use?

Essential:

Some cookies are essential for you to be able to experience the full functionality of our site. They allow us to maintain user sessions and prevent any security threats. They do not collect or store any personal information. For example, these cookies allow you to log-in to your account and add products to your basket and checkout securely.

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Statistics:

These cookies store information like the number of visitors to the website, the number of unique visitors, which pages of the website have been visited, the source of the visit etc. These data help us understand and analyze how well the website performs and where it needs improvement.

The information stored in these cookies may also be used by the third-party ad providers to show you ads on other websites on the browser as well.

Functional:

These are the cookies that help certain non-essential functionalities on our website. These functionalities include embedding content like videos or sharing contents on the website on social media platforms.

Preferences:

These cookies help us store your settings and browsing preferences like language preferences so that you have a better and efficient experience on future visits to the website.

HOW CAN I CONTROL THE COOKIE PREFERENCES ?

Should you decide to change your preferences later through your browsing session, you can click on the "Privacy & Cookie Policy" tab on your screen. This will display the consent notice again enabling you to change your preferences or withdraw your consent entirely.

In addition to this, different browsers provide different methods to block and delete cookies used by websites.

You can change the settings of your browser to block/delete the cookies.

Proof

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

Copyright

All photos and images shown on the website of BASK VOF webshop are subject to copyright.

This applies to all images, regardless of the way in which they are distributed or the form in which they are supplied.

No photograph may be reproduced and/or made public by means of print, photocopy, photo, microfilm, digital or any other means without the prior written consent of BASK VOF (BASK VOF).

If you use a photograph of this website without prior permission, you will be warned to stop using it and a claim for damages will be submitted to you.

Applicable law

If difficulties arise during the execution of an agreement, the customer and BASK VOF undertake, before taking legal action, to examine the possibility of reaching an amicable settlement. If this does not provide a solution, only the courts of Oost-Vlaanderen arrondissement Oudenaarde shall have jurisdiction to hear any claims, regardless of the place of delivery or residence of the customer.

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

The agreements and all legal reports between the customer and BASK VOF are subject to Belgian law.

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ANNEX 1: MODEL WITHDRAWAL FORM

Dear Customer,

You only need to fill in and return this form if you wish to revoke the agreement.

To BASK VOF , Arthur Odevaertstraat 13 at Maarkedal, info@studiofrederique.com :

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods/
provision of the following service:

Ordered on (*)/Registered on (*):

Name(s) of consumer(s) :

Address of consumer(s) :

Signature of consumer(s) :

Signature of consumer(s) : Date :

(*) Delete where not applicable.