

# DelAgan Terms and Conditions



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## Order and Payment Procedure and Policy

### Step 1: Selection

Each item is described in detail in a webpage dedicated to that item. The cost of the item (taxes included) and, in most cases, its shipment cost are indicated upfront (large items that need to be shipped via a private courier are subject to a personalised price quote).

Click on 'YES, I want to buy this' at the bottom of the page description if you are interested in buying the item; you will be redirected to the next step of the process.

### Step 2: Placing your order

You will be redirected to the 'Enquiry and Order Placement' page that contains general information as well as a contact form. Here you can ask for more information, place your order, and get a quote for the shipment of a large item. Sending me an email does not imply a purchase obligation.

The email is to contain the following information:

- 1) The item(s) that you wish to buy
- 2) The address to where the shipment needs to be delivered (unless you wish to pick up the item yourself in Genval, Belgium)
- 3) OR simply ask me for more information

You will be asked to accept the Terms & Conditions at the time of sending the message. This does not imply a purchase obligation but is just a confirmation that you are aware and accept the terms & conditions.

### Step 3: Proforma invoice/price quote for your approval and reservation of item

Your above information will enable the confirmation of the total cost (shipment cost + item cost, as provided in the product page), OR the additional calculation of the shipment by private courier if a larger item is concerned. You will receive, via return email a day (or max two) later, your cost confirmation via a proforma invoice. A proforma invoice serves as a price quote/confirmation and does not entail a payment/purchase obligation.

The item will be put on reserve for you as of when you are sent the quote/proforma invoice. This reservation status lasts maximum five days (week- and weekend days)

Please check your junk e-mail folder in case my return emails ends up there.

### Step 4: Payment

If you agree with the final cost indicated in the proforma invoice and you wish to purchase the item, then please proceed by paying the invoice. Payments are carried out by PayPal or traditional bank transfer (cash can also be accepted if you are picking up the item yourself).

The item will be put on reserve for you as of when you are sent the quote/proforma invoice. This reservation status lasts maximum five days (week- and weekend days); if your payment is not received within that time the reservation will be cancelled. Processing the payment implies that you have accepted DelAgan's Terms & Conditions, which serves as the contract of sale between us.

### Step 5: Confirmation of purchase, sales Invoice, and shipment

Once I have received your payment, I will send you a confirmation email within the day (max. 2 days/48 hrs). This email will contain 1) your final sales invoice confirming the payment; 2) information relevant to the shipment of your item(s): either the shipment confirmation with expected date of delivery & tracking information, or the arrangement of further details if your shipment needs are more complex.

The item will be marked as 'sold' on the website when your payment is received.

## **Applicability**

Our terms and conditions are applicable to every offer from us as a webshop to you as Consumer. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.

The payment of an order, as per the received proforma invoice, constitutes a formal acceptance of our terms and conditions, which are always available through our website and can also be printed in pdf version.

## **Shipment policy**

In principle, items can be shipped to most countries. The shipment courier (Post or private courier may decline service to certain challenging destinations). Shipments will be arranged for only after payment is received. Please note that for certain destinations, primarily those outside of the European Union, import customs taxes will need to be paid by the recipient/customer (please see further below for extra information).

### **COSTS:**

The shipment cost that will be added to your purchase price depends on the weight and size of the package, as well as the delivery destination. These costs are provided upfront before you purchase the item; these costs are provided in each product page as well as in the email you will receive from DelAgan containing the proforma invoice. For larger items, you are kindly requested to contact me to obtain a personalised shipment quote and I will put the object on hold for you (max. 5 days).

Please note that listed prices are for mainland destinations; overseas departments and territories such as the French islands are subject to different (personalised) quotations.

**Small packages** will be sent by the Belgian postal service (BPost) unless they are of a value important enough to be sent with an insured shipment service. The below standard rates are applied.

Weight:	0-5 Kg	5 - 10 Kg	10 - 30 Kg	
Deliveries in Belgium	7,00 €	8,00 €	12,00 €	
Deliveries to neighbouring countries & UK <sup>1</sup>	17,00 €	17,00 €	42,00 €	
Deliveries to other EU countries <sup>2</sup>	34,00 €	50,00 €	<b>10-20 kg</b>	<b>20-30 kg</b>
			80,00 €	100,00 €
Deliveries Rest of Europe <sup>3</sup> & USA & Med. Basin <sup>4</sup>	34,00 €	67,00 €	100,00 €	135,00 €
Rest of world	67,00 €	135,00 €	200,00 €	265,00 €

1: Germany, France (mainland), Netherlands, Luxemburg, United Kingdom

2: Austria, Azores, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Madeira, Malta, Man, Monaco, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

3: Albania, Andorra, Belarus, Bosnia and Herzegovina, Canary Islands, Faroe Islands, Georgia, Gibraltar, Guernsey, Iceland, Jersey, Liechtenstein, Macedonia, Moldova, Montenegro, Norway, Russia, Serbia, Switzerland, Turkey, Ukraine, Vatican.

4: Algeria, Egypt, Israel, Jordan, Morocco, Syria, Tunisia, United States

**Larger items** will be sent by private courier. The shipment cost depends on the size of the item and the delivery destination; the final cost will be calculated and sent to you via email before settling the payment.

#### **HOW & WHEN:**

**Small packages:** Packages that are small enough will be sent by the Belgian postal service (BPost) or a private courier in the case that insurance coverage is called for. The according dimensions are: max 1.5m length, max 3m total surface area, max 30 kg.

Your purchase confirmation email will include an estimation of when you can expect your package as well as the tracking reference number. Track via: [track.bpost.be](https://track.bpost.be)

In principle, the estimated delivery date should be accurate seeing as the Post ensures delivery within 24 hours; however, please note that no guarantees can be given.

Your package will be delivered to you at the address you provided and will need to be signed for; if no one is home you will get a 'postal note' giving you the choice to arrange for a 2<sup>nd</sup> delivery or to pick it up from your closest Post office within 14 days.

TIP: You can tell the Post where they can leave your package if you are not at home (a neighbour? Go to: [Post delivery preferences](#))

**Large packages:** Items exceeding the above size weight limitations will be sent by private courier (UPS or TNT for example). Your purchase confirmation email will include further details, information about the delivery date and tracking reference number, if applicable. We will do our utmost to make sure the item is shipped to you as quickly as possible; this is estimated to take between 1 and 2 weeks on final destination (and eventual customs controls if beyond Europe).

#### **IMPORT CUSTOMS TAXES**

For shipments destined beyond European Union borders, I will prepare the necessary documentation (i.e. commercial invoice). Please note that DelAgan cannot be held liable for delays in shipment time related to customs controls.

For US customers please see this website for information about you importing internet purchases into the USA:

<https://www.cbp.gov/trade/basic-import-export/internet-purchases>

Use this quick calculator to calculate import duty & taxes for hundreds of destinations worldwide:

<https://www.simplyduty.com/import-calculator/>

## Returns & Refunds

### **What about returns and refunds?**

You have a right to change your mind in the unfortunate event that you want to return your chosen product to us.

You have a right to a full refund, but the following conditions do need to be met:

- First notify us by email/letter that you are returning the item to us. This email/letter must be received by us within the first 14 days after you received the package (i.e when you signed for its reception). You may use the withdrawal form as per the EU e-commerce directives, which is downloadable as a PDF in the 'Returns & Refunds' section of the website.
- The item must be shipped back to us and received by us within 14 days of your sending the above mentioned withdrawal email/letter.
- The item must be returned to us **in the same condition\*** in which you received it (clearly used and/or damaged items will not be refunded). You are responsible for the condition of the item until it reaches us, this includes any shipment related risks. Therefore:
  - In as far as possible, please use the original boxes and wrappings in order to protect the item during return shipment. If the original packaging is unusable after opening, please make sure to use suitable replacement packaging and protect the item (bubble wrap, etc)
  - Take good care of the item while it is in your possession.
- The arrangements and the costs of the **return shipment are your responsibility.**

We will check the returned item(s) to ascertain their condition and will confirm your right to a full refund by email; in this case the refund will include the full purchase price as well as the initial shipment cost that you paid when purchasing the item. We will refund you within 14 days after the day that the item has reached us and will do so via bank transfer.

\* **Condition and damage:** Most of our items are antiques, second hand, and may have been restored/adapted; therefore they are of a certain age and they may not be in perfect 'factory-like' condition when they are sold/shipped by us. All flaws and restorations are clearly indicated on the website's product description page and are known to the customer in advance of purchasing. These flaws will of course not be considered by us as damages incurred during your safe-keeping of the item or its return shipment. Likewise, these flaws cannot be considered as damage incurred during our initial shipment to you.

### **How will you be refunded?**

Once we have received the item and confirmed that the goods are undamaged (please see above for conditions) we will notify you immediately to confirm that you are entitled to a full refund. We will then refund you as quickly as possible (within 14 days of the day that the item has reached us) on your bank account.

## Items damaged during shipment

Please inspect your item immediately upon reception. If the item is obviously outwardly damaged upon reception please do **NOT SIGN the delivery receipt if there is the mention that you are receiving it 'in good order' (the shippers do not accept claims if you have signed this)**. If the item has been damaged in transit please report it to us within 24 hours of receipt and send us a photograph. We will refund you and pay for the return shipment if applicable.

## Listed Prices

All prices are indicated in Euro and are inclusive of taxes. The 'item price' does not include shipment fees; these are provided separately. The Total cost of both the item and the shipment (as per costs indicated in the product pages) will be confirmed within the email containing the proforma invoice. DelAgan reserves the right to modify its prices for any given object at any given time. However, payment processing/invoicing will be done in accordance to the price listed at the time of placing the order.

## Conformity and Guarantee

1. We guarantee that our items are in accordance with your order and meet the detailed description as provided for each item in the webpage dedicated to that item. The descriptions also include dimensions and the condition of the item at the time of sale (defaults, working order, etc). The following cannot be regarded as a defect that entitles you to a refund during the guaranty period: any flaws and defects that have been described upfront prior to your purchase, damage that was directly caused by uncareful handling of the item while in your possession.
2. Our items are second-hand goods (antiques, collectables) of an antique/decorative nature, therefore, you as a consumer, dispose over a 1-year guaranty, as per the applicable Belgian law, on items purchased from us if they do not comply with the given description or are not fit for the intended purpose of that item if other than a purely decorative antique (for example: a chair on which you cannot sit, a table that does not stand).
3. To the extent of what is possible or reasonable, a repair can be opted for. Only if repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a refund or to demand the dissolution of the contract of sale. If the defect is minor, you cannot claim a refund.
4. During the 1-year guaranty period and within the legal limits, we will pay for the return shipment (if applicable) of items showing a (non-described) defect, and refund the item if agreed that a repair is not an option. Replacement of items is not possible given their unique nature.

During the first six months, you can in all cases call upon the guaranty (for non-described defects). Afterwards you have to prove that the defects of the item have not been caused by uncareful handling.

## Privacy & Security statement

I take your privacy just as seriously as I take mine. This website does not place cookies on your PC and your visit to this website will not result in your personal data being gathered or stored for the purpose of sharing it with third parties. I run a person to person business and so I only use your contact details for the purpose of direct communications between us regarding our business transaction, as well as for creating an invoice.

Seeing as payments are done by bank transfer or PayPal, I do not require your bank account or credit card information. Any information obtained will not be shared with third parties of any kind.

Our website is fully secure and is monitored by SiteLock – a cloud-based security tool – that scans for malware and vulnerabilities on a daily basis and immediately fixes any detected threats. The according security badge on our homepage enables you to see that our site is secure.

## **Regarding Privacy Protection and the European General Data Protection Regulation (GDPR):**

### **General terms**

- 1) DelAgan, as a Belgian company, applies the "law of December 8, 1992 on Privacy Protection in relation to the Processing of Personal Data" as modified by the "law of December 11, 1998" and by the "law of June 13, 2005 on electronic communications".
- 2) DelAgan declares to abide by the European General Data Protection Regulation 2016/679 of 27 April 2016 with this Privacy Policy.
- 3) DelAgan takes responsibility for the processing of your personal data.

**The personal data Collected** by DelAgan is the data you communicate to us via email for the purpose of placing an order:

- 1) Your name
- 2) Your address (shipment and billing)
- 3) Your email address

Data we do not collect: Your IP-address, profile name, password, login profile picture, bank account/credit card information, data obtained by placing cookies or by registering

**General Purposes and duration of the processing of data:** DelAgan will use the obtained personal data solely for the purposes mentioned below:

- 1) Delivery and invoice-details of the articles ordered by you, based on the provision of the article(s) that you requested.
- 2) E-mail communications in regards to the above purchase/payment/invoice/shipment.

We will store your personal data (in the form of the order email and invoice) for a period of minimum seven years as per fiscal regulations.

We do not collect or use your data for the following: Direct marketing, profiling/automated decisions, transfer to third parties (with unlikely exception of a legal obligation following a court order to comply with laws and/or regulations; DelAgan will, if reasonably possible, try to inform you about this beforehand)

### **Your rights in regards to your data:**

- 1) You have the right to freely obtain at any moment access to your personal data (i.e. a copy of the email you sent to DelAgan), as well as to be informed about the use of your personal data.
- 2) You have the right to request DelAgan to correct, delete or complement your personal data. This will however, be for the purpose of information only, seeing as I do not store any personal data and I cannot delete/modify a past issued invoice.
- 3) You have the right to object and are not obliged to provide us with your personal data, however please note that the delivery of certain services (i.e. shipment) is not possible in case you refuse to provide us with certain personal data.
- 4) You can exercise your rights by contacting us, either through e-mail ([info@delagan.com](mailto:info@delagan.com)) or by mail to: DelAgan/An Devriese – Clos de la Pergola 7 – 1332 Genval - Belgium
- 5) You have the right to file a complaint with the Data Protection Authority: Data Protection Authority, Drukpersstraat 35, 1000 Brussels, Tel +32 (0)2 274 48 00, Fax +32 (0)2 274 48 35, e-mail: [contact@apd-gba.be](mailto:contact@apd-gba.be). This does not affect a provision before the civil court. If you have suffered damages caused by the processing of your personal data you can file a claim for damages.

### **Safety and confidentiality:**

- 1) We have adopted safety measures which are suited on both a technical and an organisational level to avoid the destruction, the loss, the forgery, the adjustment, the non-authorized access or the notification of the personal data by accident to a third party, as well as the non-authorized processing of these data.
- 2) DelAgan shall not be liable in any way for direct or indirect damages caused by a wrongfully or improper use of the personal data by a third party.
- 3) You are solely responsible for the use of the Website on your computer, IP-address and identification data, as well as for the confidentiality.
- 4) DelAgan does not have any employees who could access and compromise/transfer your data.

## **Content and Copyright Notice**

All content on this site, including the logos, website design, and photographs (unless mentioned otherwise) are the sole property of DelAgan. The content of this site is exclusively intended for the purpose of (window) shopping/placing an order and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form without our prior written permission.

DelAgan may modify, correct or delete any content at any time and without prior notice. The Content is provided for informational purposes only and has no legal implications.

## **Force Majeure/ Unexpected Events Beyond Our Control**

DelAgan cannot be held liable for eventual delays or issues regarding the (non)execution of an order as a result of circumstances beyond our control. This may relate to events such as natural catastrophes, attacks, strikes, energy shortages, delays in transport that affect DelAgan and/or its suppliers.

## **Complaints Procedure and Conflicts**

We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us at [info@delagan.com](mailto:info@delagan.com). We will do the utmost to confirm reception of your complaint within 2 days and to resolve the matter at hand as swiftly as possible.

All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.

By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <https://www.mediationconsommateur.be/en>

In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <https://ec.europa.eu/odr>

## **Company Identification**

**DelAgan is owned and managed by: An Devriese**

**Address of company registration: Clos de la Pergola 7 – 1332 Genval - Belgium**

**Belgian company registration n°: 806804032**

**Bank account number: 733-0529494-01 (IBAN: BE43 7330 5294 9401)**

**Phone number: 0470/454946 (from abroad: +32 470 454946)**

**E-mail: [info@delagan.com](mailto:info@delagan.com)**

