



General Conditions

Lallo

info@lallo.be

Registration number BE 0760 866 317

Article 1: General terms and conditions

Lallo is a small company subject to the tax exemption scheme - VAT is not applicable, registration number BE 0760 866 317, (hereinafter 'Lallo') offers its customers the opportunity to purchase the products from its website/social media.

These General Terms and Conditions ("Conditions") apply to any order placed by a visitor of this website/social media ("customer"). When placing an order from Lallo's website/social media, the customer must explicitly accept these Terms and Conditions, thereby agreeing to the applicability of these Terms and Conditions to the exclusion of any other terms and conditions. Additional terms and conditions of the customer are excluded, unless they have been previously accepted by Lallo in writing and expressly.

Article 2: Price

All prices quoted are in euros. We do not have to charge VAT to the customer as we are a small business and have opted for a VAT exemption. The following is therefore stated on the invoice: "Small enterprise subject to tax exemption scheme. VAT is not applicable".

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

The price stated refers exclusively to the items as described word for word. The accompanying photos are for decorative purposes only and may contain elements that are not included in the price.

Article 3: Offer

Despite the fact that the products on the website/social media are compiled 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 do not bind Lallo. Lallo is only bound to the accuracy and completeness of the information offered. Lallo shall not be liable for obvious material errors, misprints or printing errors.

If the customer has specific questions, e.g. on sizes, colour, availability, delivery time or delivery method, we ask the customer to contact our customer service department first.

The offer is always valid as long as stocks last and can be modified or withdrawn by Lallo at any time. Lallo cannot be held liable for the unavailability of a product. If an offer has a limited validity period or is made subject to conditions, this will be explicitly mentioned in the offer.

Article 4: Purchases

Purchases are made by email or social media and are final after confirming the last step in the payment process. This is, for example, paying for the purchase or confirming the purchase and paying for it by bank transfer.

The customer can only pay by bank transfer.

Lallo is entitled to refuse an order due to a serious shortcoming of the customer regarding orders involving the customer.

Article 5: Delivery and implementation of the Agreement

Lallo is a small enterprise that arose from the desire to live more consciously and to distance oneself from a hectic and stressful existence. Therefore, we make the choice not to send packages on a daily basis. Please take this into account when ordering for a special occasion.

Articles ordered from the website/social media are delivered in Belgium.



Delivery is made by a third party, i.e. a transport company such as a parcel service.

Unless otherwise agreed or expressly provided, the goods will be delivered to the customer's home within 30 days of receipt of the order.

Any visible damage and/or qualitative deficiency of an article or any other shortcoming in the delivery must be reported by the customer to Lallo immediately at info@lallo.be.

The risk of loss or damage shall pass to the customer as soon as he (or a third party designated by him and other than the carrier) takes physical possession of the goods. However, the risk shall already be transferred to the customer upon delivery to the carrier, if the carrier has been instructed by the customer to transport the goods and this choice was not offered by Lallo.

Article 6: Retention of title

The delivered goods shall remain the exclusive property of Lallo until paid for in full by the customer.

If necessary, the customer undertakes to inform third parties of Lallo's retention of title, e.g. anyone who may come to seize items that have not yet been paid for in full.

Article 7: Right of withdrawal

The provisions of this article apply only to customers who purchase items from Lallo in their capacity as consumers.

The customer has the right to withdraw from the contract within a period of 14 calendar days without giving reasons.

The withdrawal period shall end 14 calendar days after the day "on which the customer or a third party designated by the customer and other than the carrier takes physical possession of the last good".

To exercise the right of withdrawal, the customer must inform Lallo (info@lallo.be) of its decision to withdraw from the agreement via an unequivocal statement (e.g. in writing by post or e-mail). The customer may use the model withdrawal form attached below for this purpose, but he is not obliged to do so.

In order to comply with the withdrawal period, the customer shall send his communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

The customer shall return the goods or hand them over to Lallo, without undue delay and in any case not later than 14 calendar days from the day on which he has communicated his decision to withdraw from the contract. The customer is in time if he returns the goods before the period of 14 calendar days has expired.

Lallo will not bear the cost of returning the goods.

If the returned product has diminished in value in any way, Lallo reserves the right to hold the customer responsible and to claim compensation for any diminution in the value of the goods resulting from the customer's use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

Only items that are in their original packaging, together with all accessories, instructions for use and invoice or proof of purchase may be returned.

"If the customer has requested that the provision of services commence during the withdrawal period, the customer shall pay an amount proportionate to what has already been delivered at the time when he has notified us that he is withdrawing from the contract, compared to the full performance of the contract."

Should the customer withdraw from the contract, Lallo will refund to the customer all payments received from the customer up to that point, including the standard delivery charge, within a maximum of 14 calendar days after Lallo becomes aware of the customer's decision to withdraw from the contract. In the case of sales contracts, Lallo may delay repayment until it has received the goods in full or until the customer has supplied evidence of having returned the goods, whichever comes first.

Any additional costs incurred as a result of the customer opting for a mode of delivery other than the cheapest standard delivery offered by Lallo shall not be refunded.



Lallo will refund the customer using the same means of payment with which the customer effected the original transaction, unless the customer has expressly agreed otherwise; in any event, the customer will not be charged for such refund.

The customer may not exercise the right of withdrawal for

- service contracts after the complete performance of the service;
- the supply or provision of goods or services whose price is dependent on fluctuations in the financial market over which Lallo has no influence and which may occur within the withdrawal period;
- the delivery of goods made to the customer's specifications or which are clearly intended for a specific person
- the supply of goods which spoil quickly or have a limited shelf life;
- the supply of sealed goods which are unsuitable for return due to health protection or hygiene reasons and whose seal has been broken after delivery;
- the supply of goods which are, by their nature, irrevocably mixed with other products after delivery.

Article 8: Warranty

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

In order to invoke the guarantee, the customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods.

For items purchased online and delivered to the customer's home, the customer must contact Lallo customer service and return the item to Lallo at the customer's expense.

If a defect is found, the customer must inform Lallo as soon as possible. In any event, any defect must be reported by the customer within 2 months of its discovery. After this period, any right to repair or replacement expires.

The guarantee (commercial and/or statutory) is never applicable to defects that arise as a result of accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, failure to comply with the instructions for use or manual, adjustments or modifications to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects that become apparent after a period of 6 months following the date of purchase, or delivery if applicable, are not considered to be hidden defects, unless the customer can prove otherwise.

Article 9: Customer service

Lallo's customer service can be reached via e-mail at info@lallo.be.

Any complaints can be addressed to this address.

Article 10: Penalties for non-payment

The term of payment stated on the invoice shall take precedence over all other general provisions.

Invoices are to be paid within a maximum period of 10 days from receipt of the invoice. Non-payment of an invoice on the due date shall render all sums due immediately payable, irrespective of any previously granted payment terms, and shall also render all possible price advantages and discounts null and void.

In the event of full or partial non-payment of the invoice on the due date, without serious reason, the debt balance will be increased by 10%, with a minimum of € 50 per invoice, even if terms of respite are granted. This conventional indemnity clause shall be supplemented by a statutory monthly interest of 1% on the outstanding amount as from the due date.



Without prejudice to the foregoing, Lallo reserves the right to take back articles which have not been paid for (in full).

Article 11: Privacy

Lallo and the customer acknowledge that the processing of personal data within the framework of the Agreement is subject to the Belgian law of 25 May 2018 the Regulation (EU) 2016/679 (hereinafter "GDPR").

The Customer is the controller within the meaning of the aforementioned regulation and is therefore the one who determines the purpose of and means for processing personal data. Lallo is only a processor within the meaning of the aforementioned legislation and processes the personal data solely on behalf of or on the instructions of the customer.

The customer, as the controller, and Lallo, as the processor, declare that they will comply with the privacy regulations (AVG - GDPR). The customer shall indemnify Lallo in full against all claims of third parties in this respect.

You have a legal right to inspect and possibly correct your personal data. Provided that you have proof of identity (copy of your identity card), you can, by means of a written, dated and signed request to Lallo (info@lallo.be), obtain, free of charge, the written communication of your personal data. If necessary, you can also ask to correct the data that are incorrect, incomplete or irrelevant.

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

If you have any questions about this privacy statement, you can contact us at Lallo via info@lallo.be.

Article 12: Impairment of validity - non-waivers

If any provision of these Conditions is declared invalid, unlawful or void, this will in no way affect the validity, legality and applicability of the other provisions.

The failure at any time by Lallo to enforce any of the rights enumerated in these Terms and Conditions, or to exercise any of them, shall never be considered a waiver of such provision and shall never affect the validity of such rights.

Article 13: Evidence

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

Article 14: Applicable law - Disputes

Only Belgian law shall apply. In case of disputes or arguments, only the courts of Antwerp are competent.

The dutch version of our General Terms and Conditions applies and takes precedence over any other document.

Article 15 : Secrecy clause & Intellectual rights

The customer may not share confidential information with third parties and/or copy, redistribute or resell goods / texts / images.



Model withdrawal form

Dear Customer, You should only complete and return this form if you wish to withdraw from the contract.

To: Lallo - info@lallo.be:

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

Date of order :

Date of delivery :

Contact data of the consumer(s) :

Name(s) :

Full address :

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Telephone :

Cell phone :

Emailaddress :

Signature of the consumer(s):

.....

*(*only if this form is submitted on paper):*

Date of withdraw:

() Delete where not applicable*