

GENERAL CONDITIONS OF SALE

1. DEFINITIONS

In these general conditions is referred to the "Vendor", being Brussels International Cash & Carry Center NV, with the commercial name Home & living &go, and all its affiliated companies, and to the "Buyer", being a non-consumer, who is acting in the exercise of a professional activity which is corresponding to the access policy of the Vendor and its representatives.

Home & living &go is a Cash & Carry concept/center that offers manufacturers, designers, importers and wholesalers, herein referred to as "Exhibitors", the facilities to display their collections on a cash & carry basis and have them sold directly by the Vendor. When selling the collections, the Vendor will act in its own name but on behalf of the Exhibitor.

For any questions or comments, please contact the reception desk, call tel. nr +32 (0)2 209 60 40 or e-mail info@hlgo.be.

2. APPLICATION

These general conditions of sale apply to commercial transactions resulting in the delivery of goods or the provision of services in the context of an independent professional or economic activity. The present conditions are an integral part of the contract, to the exclusion of the Exhibitor's own conditions.

The Buyer declares to accept in full the following conditions in addition to the commercial terms and conditions, as well as the conditions of access policy displayed at the entrance of Home & living &go.

3. ACCESS POLICY

To be admitted to Home & living &go, the Buyer must be in possession of a valid access card. This access card is subject to certain conditions for which reference is made to the general conditions of the Vendor's access policy.

4. PRICES AND PAYMENTS

The prices for the goods and/or services offered are mentioned in Euros and exclude VAT. The prices indicated on the goods are wholesale prices, determined by the Exhibitor. All sales are based on the prices, discounts and conditions applicable at the date of purchase by the Buyer. The Vendor cannot be held responsible for any price changes. The responsibility for this lies entirely with the Exhibitor.

Any handling and/or shipping costs will be charged separately.

All goods and services are payable immediately at the cash register. Payment is made without any discount. The following means of payment are accepted: cash (< 3.000 EUR), debit cards and credit cards.

The invoice for the purchased goods or services will always be drawn up according to the data of the Buyer, related to his valid access card.

5. TRANSFER OF GOODS

The purchased goods are the sole responsibility of the Buyer as soon as they have been paid for at the cash register. The purchased goods shall be considered to have been received and approved by the Buyer at the time of purchase. Under no circumstances, after payment of the purchased goods, can the Vendor be held liable for defects, neither visible nor invisible, to the delivered goods. Sold goods will not be taken back nor exchanged.

6. TRANSPORT

The Vendor may, at the request of the Buyer, have the purchased goods shipped to a delivery address chosen by the Buyer. The goods are always transported at the expense and risk of the Buyer. The Vendor shall arrange for transport by third parties, who shall be held liable, as from the moment of collection of the goods, for the execution of the delivery. For the costs charged for this, we refer to the Vendor's Commercial Terms and Conditions.

7. REPEAT ORDER

The Buyer has the possibility to re-order goods. This is only possible if the Buyer has previously purchased at least one piece of this article and under reserve of availability. Any repeat order must be made in writing by the Buyer to the Vendor via an order form at the reception desk, by e-mail or via Home & living &go online. An advance payment of at least 30% is required. This re-order is then passed on to the Exhibitor by email. A minimum purchase amount is not applicable in case of a repeat order.

8. GUARANTEE

The guarantee for the delivered goods is limited to the guarantee that the Vendor receives from its Exhibitors and can never exceed the replacement of the delivered goods. The Vendor cannot be held liable in any way for any damage, which the goods may have caused to the Buyer or third parties.

The Buyer shall indemnify the Vendor for and against all claims, demands, rights and legal actions that third parties could make against the Vendor.

9. COMPLAINTS

The goods purchased via cash & carry at home & living &go, are purchased directly from the Exhibitors. If the Buyer has a complaint about the purchased product, the product can only be exchanged or returned in case of production defects. In this case, the Buyer must contact info@hlgo.be within 5 working days after the purchase. The Vendor will contact the concerned Exhibitor.

10. JURISDICTION

All disputes and litigations shall be governed by Belgian law. They fall under the sole jurisdiction of the courts of Brussels.