

LEGAL NOTICES



N/réf. BL.CHOC.0001.BE/DR – 17.09.2015

Welcome on the website : www.cafe-tasse.com éditd by CHOC AND CO SA.

Dénomination sociale : CHOC AND CO SA

Company Number : 0440.001.995

Head Office: Avenue Reine Astrid, 1 à B - 1440 Wauthier-Braine - BELGIQUE

Legal representant : Mrs. Andréa GEMBLER, Administrateur-Délégué

CEO : Mme. Andréa Gemblér

Graphic design & development: OILINWATER

CHOC AND CO SA invites all users to read the following legal texts carefully. By accessing the website, by navigating through it and simply using it, the users recognize having read, understood and accepted the following conditions of use.

1. ACCESS TO THE WEBSITE

The user of the following website recognizes having the necessary competence and means to ate and use it. The access to www.cafe-tasse.com is free of charge. The costs of access and use of the telecommunication network is at the client's charge, according to the terms fixed by the access providers and telecommunications operators. CHOC AND CO SA can not be held responsible for factors beyond its control or damage which may be suffered by the user's technical environment, including its computers, software, network equipment or any other device used to access the service and / or the information or use.

Users are reminded that to enter or remain fraudulently in a computer system, to hinder or distort the functioning of such a system or to introduce or modify fraudulently data in a computer system is an offense subject to criminal penalties.

2. INTELLECTUAL PROPERTY

CHOC AND CO SA owns or holds the rights to all the elements that make up this website including data, drawings, graphics, photographs, texts and illustrations.

Any reproduction, representation, distribution or redistribution in whole or part of the contents of this website by any means whatsoever without the express consent of CHOC AND CO SA is prohibited and constitutes an infringement of Belgian laws governing intellectual property

The website www.cafe-tasse.com brands and logos appearing on the said website are registered trademarks and cannot be copied or adapted or used without permission from CHOC AND CO SA.

By exception, some content (texts, images, etc.) are the property of their respective authors. These are used by CHOC AND CO SA with the permission of copyright holders applying the said content. They may not be reproduced or adapted or used without permission of their respective authors.

3. CONTENU DU SITE INTERNET

CHOC AND CO SA endeavors to ensure the accuracy, update or complete all of the information published on this website and reserves the right to modify at any time without notice, content or presentation of the said site. In addition, CHOC AND CO SA disclaims all liability in case of delay, error or omission in the content of these pages, and in the event of interruption or non-availability of future service.

The information provided on this website may be partial and incomplete, due to the simplified nature of the texts, which have no contractual value. CHOC AND CO SA disclaims any direct or indirect responsibility for the accuracy, currency and availability of the information contained on the said website.

CHOC AND CO SA cannot be held responsible for any decision taken on the basis of information contained on this website, nor for the use that may be made by third parties.

Any person wishing to benefit from one or more of the products and / or services presented on the website should contact CHOC AND CO SA to inquire about the contractual and pricing conditions applicable to this product (s) and / or that (s) service (s).

4. TECHNICAL INFORMATION

Users are reminded that the confidentiality of correspondence is not guaranteed on the Internet and it is their responsibility to take all necessary measures to protect their own data and / or software from any contamination by viruses circulating on Internet.

CHOC AND CO SA cannot be held responsible for factors beyond its control or damage which may be suffered by the user's technical environment, including its computers, software, network equipment or any other device used to access the site Internet and / or information contained by it or use.

5. HYPERLINKS

The hypertext links directing towards other sites from www.cafe-tasse.com, will not in any way engage the responsibility of CHOC AND CO SA.

CHOC AND CO SA disclaims all liability for the content and possible damage incurred when visiting websites to which the website leads via hypertext links. The user visits other sites under his responsibility and at his own risk.

6. COOKIES

The user is informed that during his visits to the website, a cookie may be automatically installed and stored temporarily in memory or on its hard drive. A cookie is an element that does not identify the user but is used to record information about the navigation of it on the website.

Users of the website acknowledge having been informed of this practice and authorize CHOC AND CO SA to use it. They can deactivate this cookie by setting the parameters of their browser.

7. PRIVACY

Personal data collected in forms on this website or when sending online applications are processed by the department responsible for the processing of information within CHOC AND CO SA for internal management purposes and to meet requests in accordance with the provisions governing data protection.

The confidentiality and integrity of information passing through the Internet cannot be guaranteed. CHOC AND CO SA disclaims all liability in this regard.

As a visitor or user of this website, you agree that CHOC AND CO SA records and processes for the purposes stated below, the personal data about you, particularly in relation to customer management CHOC AND CO SA, managing contractual relationships, the realization of statistics and tests, control of product quality, commercial canvassing or direct marketing for products CHOC AND CO SA or related companies.

You agree that such data be provided, for the same purposes, all companies related CHOC AND CO SA or other persons to comply with any legal obligation or legitimate interests require. You also authorize the disclosure of such data when the recipient is established outside the European Union and regardless of the level of protection for personal data in the destination country.

CHOC AND CO SA, access to your personal data is collected through this website and is limited to people who need such data in connection with the exercise of their functions.

You are entitled to request CHOC AND CO SA free of charge, to stop using personal data collected about you through said website for direct marketing purposes, by writing to the above address or via the website, to CHOC AND CO SA and its related companies.

You can write us at the address above to access personal data and to demand that they be corrected in case of error or omission.

9. APPLICABLE LAW

The content of the website www.cafe-tasse.com is subject to the law applicable in Belgium.

Each user accepts the jurisdiction of the Belgian courts for everything concerning the content and use of the website and the settlement of any disputes that may arise.

GENERAL TERMS AND CONDITIONS OF SALE



1. COMMERCIAL OFFERS

Prices and conditions of our commercial offers are only valid if, firstly, they are subject to explicit approval by one of our company sales representatives in the case of an offer for sale at a price lower than our current rate, and secondly, by an unconditional acceptance of the customer of all elements of the offer during in the month after its initial delivery. Otherwise, the offer shall be null and void.

2. ORDERS

Any order implies acceptance without reservation of the conditions hereby defined in these General Terms and Conditions of Sale, even those which are contrary to or inconsistent with the general or special conditions of the counterparty, which shall waive accordingly to take advantage of its own general or specific conditions.

3. CUSTOMISED PRODUCTS

The delivery to our company of a model or a document with a requirement to provide a proof or to provide a customized project, of a product, is subject to an order that is itself subject to our general terms and conditions of sale and implies commitment to entrust our company to carry out the work.

All documents, drawings, models, films, plates, engravings, etc., submitted by the client, travelling at his or her own expense, excluding risks, unless expressly agreed to the contrary, our company is not required to keep them or send them back. Regarding the printing of customized packaging, the delivery of the ready for press or the order to print, signed and dated, releases our company from any responsibility as the main cause of any error or omission discovered after printing. Claims, mistakes, errors or omissions that were not corrected by proofs, and which have a ready for press, are not taken into account. Corrections given orally are only valid upon receipt of written confirmation. Customized packages can be stored on our premises free of charge for a period not exceeding one year. This storage service is at the entire risk of the customer. All other expenses directly or indirectly related to the manufacture or packaging of customized products, are the sole responsibility of the customer.

4. DELIVERY TIMES

Our delivery times are for information purposes only. Delays in delivery cannot lead to partial or total cancellation of an order. Goods supplied by our company are subject to one single indissoluble convention that it undertakes by successive services.

5. DELIVERY

Our deliveries are prepared in our workshops; they are made from and by the provision of products ordered. In the case of a refusal by the customer to take delivery for any reason whatsoever, the client will owe us the full costs of transportation and storage, a minimum compensation, equal to 30% of the sale which is increased to 70% for customized products, as well as any other costs or damages caused directly or indirectly by this refusal.

6. TRANSPORT

Goods travel at the expense and risk of the purchaser. By way of derogation and unless expressly agreed to the contrary, deliveries in Belgium or France shall be sent for orders with a minimum delivery value and only once, at the same address. This value will be determined annually by the Choc And Co s.a. company.

7. PRICE

Our prices cover the rates in force at the date of the order, excluding taxes and shipping costs.

8. INVOICES

Unless expressly agreed to the contrary, our invoices are payable in Euros, payable in full, net and without discount. In case of check deposits or bills of exchange, only the actual payment to our bank account is worthy as a payment, all collection costs being borne solely by the customer. Any delay in payment will automatically lead to interest on arrears at an annual rate of 6.5%. Any invoice not paid within eight days of notice, notified by recommended letter, will receive an additional 10% penalty which is fixed and irreducible with a minimum of € 125. Non-payment of one single invoice by the due payment date shall automatically render the customer eligible to payable of the balance due on all other invoices, even if some were considered, by mutual agreement, as not yet payable and even if the other counterparty had agreed that some of these invoices would be processed at a later date. In case of breach by the counterparty of its obligations, the contract shall be automatically terminated without notice and without prejudice to our rights to all damages and interest.

9. COMPLAINTS

To be valid, all claims must be substantiated with proof and notified by recommended letter and detailed, sent within no more than eight days after the delivery date.

10. FORCE MAJEURE

Any force majeure in our workshops or one or more of our subcontractors' workshops gives us the right, without notice, to terminate wholly or partially suspend a sale. No compensation can be claimed. Included as constituting force majeure are: total or partial strikes at our premises or those of our suppliers, in transportation, or stock-outs from our suppliers.

11. RESERVATION OF RIGHT OF OWNERSHIP

Our company remains owner of goods sold until full payment of invoices, so that our company is entitled to proceed to the full recovery of any goods that remain unpaid at their due payment date, and that without notice.

12. CLAIMS

The contract is governed by Belgian law. Any claims, complaints or disputes shall be exclusively dealt with by the legal courts of the District Court of Nivelles without prejudice, however - for our exports, within its capacity, our company shall bring the counterparty before the competent courts of its headquarters.

In case of voluntary liquidation, bankruptcy, arrangement, legal reorganization and / or any mechanism leading to the closure of the company's business or its restructuring, current sales may be considered as resolved automatically by right by our company, without any prejudice to the latter to claim damages resulting from such a situation.

All parties expressly agree that all documents, drawings, models, films, plates, engravings, etc., located in our stores or our workshops are pledged as collateral by the counterparty as payment of outstanding invoices.

All our company debts that are owed by the counterparty are guaranteed by a pledge in favour of our Company on all the counterparty's debts regarding its own debtors. These claims include all present and future claims from third parties, whatsoever the source, including in particular commercial debts and other customer debts, payments for benefits or services, debts arising from the production of furniture goods or buildings, debts from loan or credit companies or other financial institutions, debts relating to damage or interest, pensions, insurance benefits, social security benefits or government authority debts owed within the regulatory tax framework.