

Terms and conditions HEEROOW

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B.T.W. BE0588.976.377

General Provisions

1. These terms and conditions of delivery and payment ("conditions") apply to every order placed by a visitor to the website www.heeroow.be ("customer"). HEEROOW® is the trade name used by the company STALENDEURENHUYS BV, registered in the K.B.O. under BE0588.976.377. When placing an order via the web shop, the customer explicitly accepts these terms and conditions, whereby all other terms and conditions are excluded, unless they have been previously, in writing and explicitly, accepted by HEEROOW®.
2. "Products and services" in these terms and conditions shall be understood by the parties to mean: the production of steel doors and side panels, made according to the customer's instructions (custom-made) if desired with delivery and/or installation.
3. The term "customer" as used in these terms and conditions shall be understood by the parties to mean: the natural person who is not acting in the course of a professional activity (the consumer), as well as companies (wholesaler, retailer, purchaser, contractor, distributor or any other party who places an order in the course of a professional activity).
4. If any provision of these terms and conditions is invalid for any reason, this shall not affect the validity of the remaining provisions.

Prices

5. All prices mentioned on the configurator of the website and on the invoices are expressed in EURO, always including V.A.T. and always excluding duties, taxes, transport and related costs. The prices stated on the date of the order shall apply. The transport and delivery costs are at the expense of the customer. Any price increase by third-party suppliers prior to the delivery date will automatically and without prior notice result in a revision of the prices as stated in the agreement.
6. All versions that are hand- and tailormade, that are to be carried out at the express request and according to the instructions of the customer. Placement and/or assembly at the request of the customer always incur an additional charge, which shall be paid by the customer.

Offer, delivery and installation

7. Despite the fact that the online catalogue and the website are assembled 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 are not binding to HEEROOW®. HEEROOW® is in no way liable for obvious material errors, misprints or printing errors.
8. The customer is responsible for the accuracy and completeness of the data, drawings, calculations and suchlike which he provides to HEEROOW® when placing an order. Orders are binding once payment has been received by HEEROOW®.
9. The offer is always valid while supplies last and can be adapted or withdrawn by HEEROOW® at any time. HEEROOW® is in no way responsible for the unavailability of a product.
10. HEEROOW® reserves the right to make partial deliveries if necessary.
11. The customer always has the choice to have the products delivered or to collect the goods. Unless agreed otherwise, collection always takes place at the collection centre located at 2470 RETIE, Sint Paulusstraat 8a. In case of pick-up by the customer, this must be done within 14 days after

HEEROOW® has confirmed that the goods are ready to be picked up. If the customer fails to collect the goods within 14 days, any storage costs shall be at his expense.

12. HEEROOW® cannot be held liable for damage during transport by the customer or third parties or during movement on the customer's premises, or for damage resulting from careless placement by the customer or third parties appointed by the customer.

13. In case of delivery, the customer shall ensure that the delivery address is easily accessible, whereby the distance to be bridged from the means of transport to the front door shall not exceed 10 metres.

14. The delivery time stated by HEEROOW® is an estimated delivery time which will be observed as much as possible. Delays in delivery can in no case give rise to a fine, compensation or dissolution of the agreement and do not allow the customer to suspend his/her payment obligations.

Payment

15. The orders which are placed online via the configurator are settled and paid for immediately via the payment platform MOLLIE. HEEROOW® may require advance payment or security. For large orders (from 8 doors/side panels) placed by companies ("B2B") an advance payment of 2/3 of the price is to be paid when placing the order and 1/3 of the price within 5 days after delivery.

Retention of title

16. The delivered items shall remain the exclusive property of HEEROOW® until full payment by the customer, including any costs, interest and compensation. Notwithstanding this explicit retention of title, all risks shall be transferred immediately to the co-contracting party. The customer undertakes to inform third parties of this retention of title.

Warranty, complaints and defects

17. Unless otherwise agreed in writing, warranty is given for a period of 5 years on the delivered goods. The customer can only invoke the warranty if he himself has fulfilled all his obligations based on the agreement.

Never falls under the warranty: goods that have changed in nature and/or composition after delivery by the customer, goods of which the damage is the result of normal wear and tear, careless use, not or incorrectly executed maintenance, installation, assembly, alteration or repair by the customer or a third party brought in by him, broken glass.

18. In case of damage, incompleteness, error or any other visible defect or non-conformity, the customer is obliged to refuse the goods or to accept them only under written reservation. Any complaint about visible defects must reach HEEROOW® within five days after receipt/delivery of the goods. HEEROOW® is only liable for hidden defects which exist at the time of delivery. Complaints relating to hidden defects must be sent to HEEROOW® by registered mail within five days of the defect being established. Such a claim must be lodged within a period of 1 year after its discovery under penalty of cancellation.

19. If the defect is covered by the warranty, to be judged by HEEROOW®, HEEROOW® shall repair or replace, at its discretion, or supply the customer with parts to replace any defective parts. This repair or replacement shall be covered by the warranty for the duration of the remaining warranty period. HEEROOW® can in no way be obliged to pay any (damage) compensation, including transport and installation costs, which are always at the expense of the customer.

20. Is not considered a defect: small deviations in the hand-made putty look mastic and all other small deviations and/or colour differences that are inherent to hand work.

Penalties for non-payment

21. Without prejudice to the exercise of other rights available to HEEROOW®, in the event of non-payment or late payment, the customer shall be liable, ipso jure and without prior notice, to interest of 10% per month on the unpaid amount as well as to fixed damages of 10% on the invoice amount, with a minimum of EUR 250,00.

22. HEEROOW® reserves the right to claim all amounts due to it immediately and/or to suspend or terminate all outstanding deliveries or to deliver only against cash payment, if HEEROOW® has sound reasons to doubt the creditworthiness of the customer.

Force majeure

22. Every event which forms an insurmountable obstacle or forces HEEROOW® to suspend the delivery temporarily or permanently shall be considered a case of force majeure, such as (but not limited to) accidents, war, fire, weather conditions, excessive increase in demand, strikes, shortage of labour and materials, disruptions and difficulties in transport, etc. occurring at HEEROOW® or its suppliers.

If the force majeure situation lasts longer than three months, both HEEROOW® and the customer are entitled to terminate the agreement for the part which cannot be performed, without either party being able to claim compensation.

Privacy and cookies

23. HEEROOW's data controller respects the General Data Protection Regulation and the Belgian Privacy Act of 30 July 2018. The data provided by the customer will only be used for the execution of the concluded agreement and the processing of the order. The customer has a legal right to inspect and possibly correct, supplement or delete his personal data and may also ask to restrict the processing of personal data in a number of cases listed in the Regulation. HEEROOW® treats the customer's data as confidential information and will not pass it on, rent or sell it to third parties. For more information, see our privacy policy.

24. The HEEROOW® website uses cookies and similar technologies to offer the customer a better user experience and to optimise the website. For all cookies other than the purely functional ones, HEEROOW requests the customer's permission first. For more information, see our cookie policy.

Evidence

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

Applicable law and dispute settlement

26. All agreements concluded under these terms and conditions shall be exclusively governed by Belgian law, with the exception of the provisions of international private law concerning applicable law. The parties expressly acknowledge that the Vienna Sales Convention does not apply.

27. For all disputes between the parties concerning agreements concluded under these terms and conditions, the courts of the judicial district of Antwerp, division Turnhout, or in the case of a consumer, the courts of the consumer's place of residence, shall have exclusive jurisdiction.