

General Terms and Conditions Botha Biltong & Boerewors

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Article 1 – Definitions

For the purposes of these terms and conditions, the following definitions shall apply:

1. **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of a profession or business who enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable medium:** any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
7. **Model form:** the model withdrawal form made available by the entrepreneur that a consumer can fill out when he wants to exercise his right of withdrawal.
8. **Entrepreneur:** the natural or legal person offering products and/or services to consumers at a distance;
9. **Distance contract:** an agreement under which, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. **Technology for distance communication:** means that can be used for the conclusion of an agreement, without the consumer and entrepreneur being together in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 – Identity of the entrepreneur

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Article 3 – Applicability.

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order established between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general conditions shall be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions are available for inspection at the entrepreneur's premises and they will be sent free of charge as soon as possible at the consumer's request.
3. If the distance contract is concluded electronically, in derogation from the previous paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be consulted electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis, and in the event of conflicting general conditions, the consumer may always rely on the applicable provision that is most favorable to him.
5. If one or more provisions in these general conditions are at any time wholly or partially void or annulled, the agreement and these conditions shall remain in force for the rest and the provision in question shall be replaced by mutual agreement without delay by a provision that approximates the purport of the original as closely as possible.
6. Situations not covered by these general terms and conditions should be judged "in the spirit" of these general terms and conditions.
7. Uncertainties regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted "in the spirit" of these terms and conditions.

Article 4 – The offer

1. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Operator cannot guarantee that the displayed colors exactly match the true colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
 - the price including taxes;
 - the cost of shipping, if any;
 - The manner in which the agreement will be established and what actions are required for that purpose;
 - Whether or not the right of withdrawal applies;
 - The method of payment, delivery and performance of the agreement;
 - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
 - the amount of the rate for distance communication if the cost of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;

- Whether the agreement is archived after its conclusion, and if so in what way it can be accessed by the consumer;
- the way in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him under the contract;
- any other languages in which, in addition to English, the agreement may be concluded;
- the codes of conduct to which the trader has submitted and the manner in which the consumer can consult these codes of conduct electronically; and
- The minimum duration of the distance contract in the case of an endurance transaction.

Article 5 – The agreement

1. The agreement comes into effect, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the contract.
3. If the agreement is established electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can inform himself – within legal frameworks – whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation.
5. The entrepreneur will include with the product or service to the consumer the following information, in writing or in such a way that it can be stored by the consumer in an accessible way on a durable data carrier:
 - the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - the conditions under which and the manner in which the consumer can use the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
 - the information about warranties and existing service after purchase;
 - the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this data to the consumer before the execution of the agreement;
 - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a duration transaction, the provision of the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the conditions precedent of sufficient availability of the products in question.

Article 6 – Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option of dissolving the agreement without giving reasons for 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. During the cooling-off period, the consumer will handle the product and packaging with care. He shall only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days, after receiving the product. Notification should be made by the consumer using the model form. After the consumer

has expressed his desire to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered items were returned in a timely manner, for example through proof of shipment.

4. If the customer has not made known after the expiration of the periods mentioned in paragraphs 2 and 3 that he wishes to exercise his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

1. With the delivery of services, the consumer has the option of dissolving the agreement without giving reasons for at least 14 days, starting from the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the entrepreneur in the offer and/or at the latest at the time of delivery.

Article 7 – Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, at most the cost of return shipment shall be borne by him. The entrepreneur reserves the right to deduct shipping costs, surcharges and any return costs from the purchase amount. When free delivery was offered, there is still a charge for this, mentioned in the information page about shipping costs.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after revocation. This is subject to the condition that the product has already been received back by the merchant or conclusive evidence of complete return can be provided. Refunds will be processed using the same payment method used by the consumer, unless the consumer expressly consents to a different payment method
3. In the event of damage to the product due to careless handling by the consumer themselves, the consumer is liable for any depreciation in value of the product.
4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information regarding the right of withdrawal; this must be done before the conclusion of the purchase agreement.

Article 8 – Exclusion of the right of withdrawal.

1. The entrepreneur may exclude the consumer's right of withdrawal for products described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.
2. Exclusion of the right of withdrawal is only possible for products:
 - that are brought about by the entrepreneur in accordance with consumer specifications;
 - that are clearly personal in nature;
 - which by their nature cannot be returned;
 - that may spoil or age quickly;
Products purchased through this online shop have a limited shelf life and therefore cannot be returned. The right of withdrawal does not apply. The sale is therefore final upon successful payment
 - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - for single newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has broken the seal.
 - for hygienic products whose seal has been broken by the consumer.
3. Exclusion of the right of withdrawal is only possible for services:
 - concerning lodging, transportation, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - whose delivery began with the consumer's express consent before the cooling-off period expired;
 - concerning betting and lotteries.

Article 9 – The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices are mentioned with the offer.
3. Price increases within 3 months of the conclusion of the agreement are permitted only if they result from legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated it and:
 - they are the result of statutory regulations or provisions; or
 - the consumer has the authority to terminate the agreement as of the day the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT, but, unless otherwise indicated, excluding transportation fees.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 – Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the existing legal provisions and/or government regulations on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.
3. Any defective or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks of delivery. Products must be returned in their original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - It concerns consumable goods
 - The consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by a third party;
 - The delivered products are exposed to abnormal conditions or otherwise carelessly treated or contrary to the instructions of the entrepreneur and / or on the packaging have been treated;
 - The inadequacy results in whole or in part from regulations that the government has made or will make regarding the nature or quality of the materials used.

Article 11 – Delivery and execution

1. The entrepreneur will take the utmost care in receiving and carrying out orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what has been stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after the order was placed. In this case, the consumer has the right to dissolve the contract without cost. The consumer is not entitled to compensation.

4. All delivery dates are indicative. The consumer cannot derive any rights from any stated deadlines. Exceeding a deadline does not entitle the consumer to compensation.
5. In case of dissolution in accordance with the paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves impossible, the entrepreneur will make every effort to provide a replacement item. At the latest upon delivery, clear and understandable notice will be given that a replacement item is being delivered. Replacement items cannot exclude the right of withdrawal. The cost of any return shipment shall be borne by the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a previously designated and made known to the entrepreneur representative, unless otherwise expressly agreed.

Article 12 – Duration transactions: duration, termination and renewal

Termination

1. The consumer may at any time terminate a contract entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, subject to agreed termination rules and a notice period not exceeding one month.
2. The consumer may terminate a fixed-term contract, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term, subject to agreed termination rules and a notice period not exceeding one month.
3. The consumer may enter into the agreements mentioned in the previous paragraphs:
 1. cancel at any time and not be limited to cancellation at a particular time or period;
 2. terminate at least in the same manner as they were entered into by him;
 3. always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

1. A contract entered into for a definite period of time, which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period of time.
2. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer can terminate this extended contract by the end of the extension with a notice period not exceeding one month.
3. A fixed-term contract that has been concluded for the regular delivery of products or services may be tacitly renewed for an indefinite period of time only if the consumer may terminate it at any time with a notice period of up to one month and a notice period of up to three months in the event that the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A limited duration agreement to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

1. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 – Payment

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period begins after the consumer receives the confirmation of the agreement.
For products purchased through this online shop, payment must be made via direct payment methods, such as PayPal or debit cards.
2. The consumer has the duty to immediately report inaccuracies in payment information provided or stated to the entrepreneur.

3. In case of non-payment by the consumer, subject to legal restrictions, the entrepreneur has the right to charge the reasonable costs made known to the consumer in advance.
4. Any delay in payment shall, after an initial notice of default, give rise to the accrual of late payment interest at 8.5% per annum and the fixed compensation. Any payment terms can only be granted in writing. In the event of late payment, the Seller is furthermore permitted, at its option, to suspend (further) delivery or to terminate the Agreement with immediate effect.
5. Unless proven otherwise, the entrepreneur's computer records and log files constitute full proof of all transactions between the entrepreneur and the consumer. Providing the debit card number, credit card number, or placing a bank transfer order, or providing specific approval of the order, constitutes proof of the consumer's agreement to the order and these Terms and Conditions. Approval serves as a signature.

Article 14 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaint procedure and handles the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur within 3 days fully and clearly described, after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the operator will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is amenable to dispute resolution.
5. In case of complaints, a consumer should first turn to the entrepreneur.
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Belgian law. Even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 – Additional or different provisions

Additional provisions or provisions that deviate from these general conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can be stored in an accessible manner on a durable data carrier.