

## GENERAL TERMS AND CONDITIONS

Website:

[www.misterdomes.com](http://www.misterdomes.com)

and the mobile application:

misterdomes

(hereinafter together the 'Platform')

are an initiative of:

Houzzdisplay Vof

Reppelerweg 65

3990 Grote-Brogel

Belgium

Company number (KBO number): 0675.406.050

E-mail: [info@misterdomes.com](mailto:info@misterdomes.com)

Telephone: +32 (0) 497 70 23 69

(hereinafter 'we' or 'Houzzdisplay Vof' or the 'Seller')

### I. GENERAL CONDITIONS OF USE

#### 1. Scope

These General Terms of Use apply to any visit or use of the Platform by an internet user (hereinafter referred to as the 'User').

By visiting or using the Platform, the User acknowledges that he/she has read these General Terms of Use and expressly accepts the rights and obligations set out therein.

By way of exception, the provisions of the General Terms of Use may be waived by written agreement. Such waivers may consist in the amendment, addition or deletion of the provisions to which they relate and shall not affect the application of the remaining provisions of the General Terms of Use.

We reserve the right to modify our General Terms of Use at any time and without prior notice, but we undertake to apply to a User the provisions in force at the time the User used the Platform.

#### 2. Platform

##### a. Accessibility and navigation

We take all reasonable and necessary measures to ensure the proper functioning, security and accessibility of our Platform. However, we cannot provide an absolute guarantee of operation and our actions should therefore be considered to be covered by a resource commitment.

Any use of the Platform is always at the User's own risk. We are therefore not liable for any damage that may result from any malfunctions, interruptions, defects or even harmful elements on the Platform.

We reserve the right to restrict access to the Platform or interrupt its operation at any time, without prior notice.

## b. Content

Houzzdisplay Vof largely determines the content of the Platform and takes great care with the information on it. We take all possible measures to keep our Platform as complete, accurate and up-to-date as possible, even when the information on it is provided by third parties. We reserve the right to modify, supplement or delete the Platform and its content at any time, without incurring any liability to do so.

Houzzdisplay Vof cannot provide an absolute guarantee regarding the quality of the information on the Platform. As a result, such information may not always be complete, accurate, sufficiently accurate or current. Consequently, Houzzdisplay Vof cannot be held liable for any damage, direct or indirect, that the User might suffer as a result of the information provided on the Platform.

If certain content of the Platform violates the law or the rights of third parties or is contrary to morality, we request each User to inform us as soon as possible by e-mail so that we can take appropriate measures.

Any download from the Platform is always at the User's own risk. Houzzdisplay Vof is not liable for any damages, direct or indirect, resulting from such downloads, such as loss of data or damage to the User's computer system, which are the sole and exclusive responsibility of the User.

## c. Services reserved for registered Users

### 1) Registration

Access to certain services is limited to Users who have completed registration on the Platform.

Registration and access to the services of the Platform are reserved exclusively to natural persons who are legally competent, having completed and validated the registration form available online on the Platform and having accepted these General Terms of Use.

At the time of registration, the User undertakes to provide correct, complete and up-to-date information about himself/herself. The User must also regularly check the information relating to him/her to ensure its accuracy.

Thus, the User must provide a valid e-mail address, at which the Platform will send him/her confirmation of registration to our services. An e-mail address cannot be used more than once to subscribe to the services.

Any communication from the Platform and its partners is therefore deemed to have been received and read by the User. The latter therefore undertakes to regularly consult the messages received at this e-mail address and, if necessary, to reply within a reasonable period of time.

Only one registration per person is also permitted.

The User is assigned an identification code that allows him/her to access a space reserved for him/her (hereinafter the 'Personal Space'), subject to entering his/her password.

The identifier is final, but the password can be changed by the User online in his/her Personal Space.

The password is personal and confidential. The User undertakes not to disclose it to third parties.

In any case, Houzzdisplay Vof reserves the right to refuse a request for registration to the Platform's services in case of non-compliance with these General Terms of Use by the User.

## 2) Unsubscribing

The User who is regularly registered may request to unsubscribe at any time by going to the dedicated page in their Personal Space. Any deregistration from the Platform will be effective as soon as possible after the User completes the form provided for this purpose.

## 3. Links to other websites

The Platform may contain links or hyperlinks to external websites. Such links do not automatically imply any relationship between Houzzdisplay Vof and the external website or even any implied agreement with the content of these external websites.

Houzzdisplay Vof has no control over such external third-party websites.

We are therefore not responsible for the safe and correct operation of the hyperlinks and their final destination. Once the user clicks on the hyperlink, he/she leaves the Platform. We therefore cannot be held liable for any further damage.

## 4. Intellectual property

The structure of the Platform, as well as the content, texts, graphics, images, photos, sounds, videos, databases, computer applications, etc. from which the Platform is composed or which are accessible via the Platform, are the property of the Houzzdisplay Vof or Houzzdisplay Vof has obtained the necessary rights, and as such are protected by the prevailing and applicable intellectual property laws.

Any display, reproduction, adaptation or partial or full exploitation of the content, brands and services offered by the Platform, in any manner whatsoever, without the prior, express and written consent of Houzzdisplay Vof, is strictly prohibited.

The User of the Platform is granted a limited right to access, use and display the Platform and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used

for personal and non-commercial purposes. Unless previously agreed otherwise in writing, the User is not allowed to modify, reproduce, translate, distribute, sell or communicate to the public the protected elements in whole or in part.

The User is prohibited from entering any data on the Platform that would or could alter the content or appearance of the Platform.

## 5. Protection of personal data

We assure Users that we attach the utmost importance to the protection of their privacy and personal data, and that we always strive to communicate clearly and transparently in this regard.

Personal data provided by Users during their visit or use of the Platform are collected and processed by Houzzdisplay Vof solely for internal purposes.

Houzzdisplay Vof undertakes to comply with applicable legislation in this area, in particular the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'General Data Protection Regulation' or 'GDPR') and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

The User's personal data will be processed in accordance with the Privacy Policy available on the Platform.

## 6. Applicable law and competent jurisdiction

These General Terms of Use are governed by Belgian law.

In case of dispute and in the absence of an amicable solution between the parties, the dispute shall be brought before the courts of the judicial district where Houzzdisplay Vof has its registered office.

## 7. Other Provisions

Houzzdisplay Vof reserves the right to modify, expand, remove, limit or interrupt the Platform and associated services at any time, without prior notice and without liability.

In the event of a breach of the General Terms of Use by the User, Houzzdisplay Vof reserves the right to take appropriate sanctions and compensation measures. Houzzdisplay Vof reserves the right to temporarily or permanently deny the User access to the Platform or our Services. These measures may be taken without giving reasons and without prior notice. They may not involve the liability of Houzzdisplay Vof or give rise to any form of compensation.

The illegality or full or partial invalidity of any provision of our General Terms of Use will not affect the validity and application of the other provisions. In such a case, we are entitled to replace the provision with another valid provision that serves the same purpose.

## II. GENERAL TERMS AND CONDITIONS OF SALE

### 1. Scope

These General Terms and Conditions of Sale define the mutual rights and obligations in the event of the purchase of products or services on the Platform by a User (who, for the purposes of the General Terms and Conditions of Sale, is hereinafter referred to as 'Customer').

The General Terms and Conditions of Sale express all obligations of the parties. The Customer is deemed to accept them without reservation, failing which their order will not be validated.

Exceptions to the provisions of the General Terms of Sale may be made in exceptional cases, provided such exceptions are agreed in writing. Such exceptions may consist in amending, adding or deleting the provisions to which they relate and do not affect the application of the other provisions of the General Terms of Sale.

Houzzdisplay Vof reserves the right to amend the General Terms of Sale from time to time. The amendments will apply as soon as they are put online for any purchase after that date.

### 2. Online shop

Through the Platform, the Seller makes available to the Customer an online shop presenting the products or services offered. The presentation of the products or services offered (e.g. via photos) have no contractual value .

The products or services are described and presented with the greatest possible accuracy. However, in case of errors or omissions in the presentation, the Seller cannot be held liable for this.

The products and services are offered within the limits of their availability.

Prices and taxes are indicated in the online shop.

### 3. Price

The Seller reserves the right to change its prices at any time by publishing them online.

Only the indicated prices and taxes in force at the time of the order are applicable, subject to availability on that date.

Prices are indicated in euros and do not take into account any delivery costs, which are furthermore indicated and invoiced before the validation of the order by the Customer.

The total amount of the order (all taxes included) and, if applicable, the delivery costs are indicated before the final validation of the order.

### 4. Online ordering

The Customer has the option of completing an order online using an electronic form. By completing the electronic form, the Customer accepts the price and description of the products or services.

To validate his order, the Customer must accept these General Terms and Conditions of Sale by clicking on the place indicated.

The Customer must provide a valid e-mail address, billing details and, if applicable, a valid delivery address. Any communication with the Vendor can take place via this email address.

Furthermore, the Customer must choose the delivery method and validate the payment method.

The Seller reserves the right to block the Customer's order in case of non-payment, incorrect address or any other problem on the Customer's part until the problem is resolved.

## 5. Confirmation and payment of the order

The Seller retains ownership of the items ordered until full payment for the order is received.

### a. Payment

The Customer makes payment at the time of final validation of the order using the chosen payment method. This validation applies in place of a signature.

The Customer guarantees to the Vendor that he has the necessary authorisations to use this method of payment and acknowledges that the information provided for this purpose constitutes proof of his agreement to the sale and payment of the sums due under the order.

The Vendor has established a procedure for checking orders and means of payment to reasonably guarantee it against any fraudulent use of a means of payment, including by requesting identification details from the Customer.

In case of refusal of authorisation to pay by credit card by accredited organisations or in case of non-payment, the Seller reserves the right to suspend or cancel the order and its delivery.

The Vendor also reserves the right to refuse an order from a Customer who has not completed all or part of a previous order or from whom a payment dispute is pending.

### b. Confirmation

Upon receipt of validation of the purchase with payment, the Vendor will send the purchase to the Customer, as well as an invoice, unless the latter is provided with the order.

The Customer may request that the invoice be sent to an address other than the delivery address by addressing a request to Customer Services prior to delivery (see contact details below).

In the event of unavailability of a service or product, the Vendor will inform the Customer by email as soon as possible to replace or cancel the order for this product and possibly refund the price in question, with the rest of the order remaining firm and final.

## 6. Proof

Communications, orders and payments between the Customer and the Vendor may be proved by means of computerised records, kept in the Vendor's computer systems under reasonable security conditions.

Orders and invoices shall be archived on a reliable and durable medium which shall be considered as proof in particular.

## 7. Delivery

Delivery shall take place only after confirmation of payment by the Seller's bank.

Products are delivered to the address indicated by the Customer on the online order form. Additional costs resulting from incomplete or incorrect information provided by the Customer will be charged to the Customer.

Delivery shall take place, according to the method chosen by the Customer, within the following deadlines: In agreement with the Customer and availability of the product.

The delivery times are indicative. No compensation may be claimed from the Seller or the carrier in the event of late delivery. However, if the delivery times exceed thirty days from the date of the order, the sales contract may be terminated and the Customer may be reimbursed.

### a. Verification of the order

Upon receipt of the products, the Customer or the recipient shall check the good condition of the product delivered or the conformity of the service provided.

In the event that one or more of the ordered products are missing or damaged, the Customer or the recipient must formulate the necessary reservations to the carrier at the time of delivery and inform the Seller immediately.

The verification shall be deemed carried out as soon as the Customer or a person authorised by him has accepted the order without reservations.

Any reservation not made in accordance with the rules defined above and within the deadlines set cannot be taken into account and releases the Seller from any liability to the Customer.

### b. Delivery error

In the event of a delivery error or non-conformity of the products with the information on the order form, the Customer shall notify the Seller within three working days of the delivery date.

Any complaint not made within the deadline cannot be taken into account and releases the Seller from any liability to the Customer.

### c. Returns and exchange

The product to be exchanged or refunded must be returned to the Vendor in its entirety and in its original packaging, according to the following modalities:

Return within 14 days from the date of delivery of order to the following address: Houzzdisplay Vof, Reppelerweg 65, 3990 Grote-Brogel, Belgium

Any complaint and any return not made in accordance with the rules defined above and within the deadlines set cannot be taken into account and releases the Seller from any liability to the Customer.

Any product to be exchanged or refunded must be returned to the Vendor in its entirety and in its original packaging.

The cost of the return shall be borne by the Customer.

## 8. Guarantees

The Seller guarantees the conformity of the products or services with the contract in accordance with the legislation in force at the time of the conclusion of the contract.

### a. Guarantee of conformity

If the Customer is a consumer, he has two years from the delivery of the product to implement the legal guarantee of conformity. Notwithstanding, if the product purchased from Mister domes was a second-hand good, the warranty period is one year.

The lack of conformity must be reported to the Seller as soon as possible and in any case no later than 14 days after the discovery of the sale.

### b. Commercial warranty

The Vendor offers the Customer a commercial guarantee which includes the following elements:

On all products offered in the shop or online shop of Mister domes, a legal guarantee of 2 years applies.

The Customer is informed that polycarbonate panels cannot be 100% scratch-free and no warranty applies to them.

Exceptionally stated otherwise, e.g. when purchasing scratch-free polycarbonate panels.

This commercial guarantee covers the following territory:

Europe

This guarantee does not cover defects caused by abnormal or improper use of the products or resulting from a cause unrelated to the intrinsic qualities of the products.

This commercial guarantee does not exclude the application of legal guarantees.

## 9. Right of withdrawal

This article only applies insofar as the Customer is a consumer. If this is the case, the Customer may exercise his legal right of withdrawal and dissolve the contract within 14 working days of delivery (taking possession) of the goods or within 14 days of the conclusion of the service contract.

### a. Return and refund



This paragraph applies only insofar as the purchase concerns goods.

After notification of his decision to withdraw, the Customer has 14 days to return or return the goods.

The Customer may request a refund of the returned product, at no additional cost. However, the cost of return remains at the expense of the Customer.

The return or exchange of the product can only be accepted for the products if they are still whole, intact and in their original condition, in particular with complete, intact packaging and in a state of re-sale.

The Seller shall refund the Customer all amounts paid, including delivery costs, within 14 days of the return of the goods or the sending of the proof of shipment of the goods.

b. Exceptions to the right of withdrawal

Any revocation not carried out in accordance with the rules and deadlines of this article and applicable law cannot be taken into account and releases the Seller from any liability to the Customer.

If all or part of the order relates to the delivery of digital content not delivered on a tangible medium, the Customer expressly agrees that the contract may be performed immediately. The Customer hereby acknowledges that he or she loses the right of withdrawal if the contract is performed immediately.

If all or part of the order relates to the provision of services, the Customer expressly agrees that the Seller may perform the services immediately. The Customer hereby acknowledges waiving its right of withdrawal as soon as the Seller has fully performed the contract.

c. Template withdrawal form

For the attention of:

Houzzdisplay Vof

Reppelerweg 65

3990 Grote-Brogel

Belgium

Company number (KBO/BTW): 0675.406.050

E-mail: info@misterdomes.com

Telephone: +32 (0) 497 70 23 69

I/We (\*) hereby notify you (\*) of my/our (\*) revocation of the agreement concerning the good (\*)/provision of the service mentioned below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ordered on (\*)/received on (\*): \_\_\_\_\_

Name(s) of consumer(s): \_\_\_\_\_

Address(es) of consumer(s): \_\_\_\_\_

Signature of consumer(s) (only if this form is completed on paper):

\_\_\_\_\_

Date: \_\_\_\_\_

\* Delete where not applicable

#### 10. Data protection

The Seller will keep in its computer systems and under reasonable security conditions the evidence of the transaction, including the purchase order and the invoice.

The Seller guarantees to its Customer the protection of its personal data in accordance with the Privacy Policy available on the Platform.

#### 11. Force majeure

If the Seller is prevented in whole or in part from fulfilling the order due to an unforeseen circumstance beyond its control, it is a case of force majeure.

In the event of force majeure, the Seller has the right to suspend the execution of the order in whole or in part for the duration of the force majeure. The Seller shall inform the Customer immediately.

If the force majeure continues for more than 90 days without interruption, either party has the right to unilaterally terminate the contract, by registered letter to the other party. The services already performed by the Seller will nevertheless be invoiced to the Customer on a pro rata basis.

#### 12. Independence of the provisions

If one or more provisions of these General Terms of Sale are declared illegal or null and void, the remaining provisions shall remain in full force and effect.

The illegality or total or partial invalidity of any provision of these General Terms of Sale shall not affect the validity and application of the other provisions.

The Vendor reserves the right to replace the illegal or invalid provision by another valid provision with the same purpose.

#### 13. INTELLECTUAL PROPERTY:

All documentation, including but not limited to designs, drawings, sketches, models, manuals and technical specifications, provided by us shall remain our exclusive property. This documentation may not be copied, reproduced, distributed or otherwise shared with third

parties without our express written consent. The customer is also not allowed to use this documentation for commercial purposes without our prior written consent.

#### 14. Applicable law and competent court

These General Terms and Conditions of Sale are governed by Belgian law.

In case of dispute and in the absence of an amicable solution, the dispute will be submitted to the courts of the judicial district of the registered office of the Vendor.