

Article 1: General provisions

Ubuntu Alliance, a division of Quaestor-International BV, with registered office at Wijerstraat 5, 3520 Zonhoven, Belgium, VAT number BE0845 271 163 (hereinafter 'Ubuntu Alliance') offers its customers the opportunity to purchase the art products from its web shop online.

These General Terms and Conditions ("Terms and Conditions") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order through the Ubuntu Alliance web store, Customer must expressly accept these Terms, thereby agreeing to the applicability of these Terms, to the exclusion of all other terms. Additional terms and conditions of the Customer are excluded, except when they have been accepted in advance, in writing and explicitly by Ubuntu Alliance.

Article 2: Price

All prices stated are expressed in EURO, always including VAT excluding costs for delivery, customs and all other taxes or taxes to be borne by the Customer.

The quotation of price only refers to the articles as it is described verbatim. The accompanying photos are intended for illustrative purposes only and may contain elements that are not included in the price.

Article 3: Offer

Despite the fact that this online catalogue and the e-commerce website have been compiled with the greatest possible care, it is still possible that the information provided is incomplete, contains material errors, or is not up-to-date. Obvious mistakes or errors in the offer do not bind Ubuntu Alliance. Ubuntu Alliance is only bound to an obligation of means as far as the accuracy and completeness of the information offered. Ubuntu Alliance is in no way liable in case of manifest material errors, typesetting or printing errors.

If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or delivery method, we ask the Customer to contact us in advance on +32 11768997 / +32 473240664 or via the contact form on the website.

The offer is always valid while stocks last and can be adjusted or withdrawn by Ubuntu Alliance at any time. Ubuntu Alliance cannot be held responsible for the unavailability of a product. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.

Article 4: Online purchases

The Customer will find the assortment on www.ubuntulliance.org. A selection of items can be selected and placed in a non-binding virtual shopping cart. After final choice, the Customer can proceed with the actual order. Before final payment, the customer can check his order. Payment is made via a secure payment system with MAESTRO, MASTERCARD or VISA. Ubuntu Alliance is entitled to refuse an order due to a serious shortcoming of the Customer with regard to orders in which the Customer is involved.

Article 5: Delivery and execution of the agreement

Upon receipt and payment of the customer's order, the goods will be shipped within a reasonable period of time. Typically, the delivery period is 10-20 business days. This can sometimes have a deviation. Return is always at the expense of the customer.

The delivery is made by one of the shipping methods selected by Ubuntu Alliance. Certain products are only delivered subject to payment of a shipping cost which is communicated to the customer in advance. Any visible damage and/or qualitative defect of an item or other shortcoming in the delivery, must be reported by the Customer to Ubuntu Alliance without delay.

The risk of loss or damage shall pass to the Customer as soon as he (or a third party designated by him, other than the carrier) has acquired physical possession of the goods. However, the risk is already transferred to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by Ubuntu Alliance.

Article 6: Retention of title

The items remain the exclusive property of Ubuntu Alliance until the moment of full payment by the Customer. The items only will be shipped to the customer once the full payment is received by Ubuntu Alliance.

Article 7A: Right of withdrawal

The provisions of this article only apply to Customers who purchase items online from Ubuntu Alliance in their capacity as consumers. The Customer has the right to withdraw from the contract within a period of 14 calendar days without giving reasons. The withdrawal period expires 14 calendar days after the day on which the Customer or a third party designated by the Customer, who is not the carrier, acquires physical possession of the last good.

To exercise the right of withdrawal, Customer must inform Ubuntu Alliance of its decision to withdraw from the agreement by means of an unequivocal statement (e.g. in writing by post, fax or e-mail).. In order to comply with the withdrawal period, the Client must send his communication regarding his exercise of the right of withdrawal before the withdrawal period has expired.

Customer must return or hand over the goods to Ubuntu Alliance without delay, but in any case no later than 14 calendar days after the day on which he has communicated his decision to withdraw from the agreement to Ubuntu Alliance. The Customer is on time if he returns the goods before the period of 14 calendar days has expired.

The direct costs of returning the goods are borne by the Customer.

If the returned product is in any way reduced in value, Ubuntu Alliance reserves the right to hold the Customer liable and claim compensation for any decrease in value of the goods resulting from the use of the goods by the Customer that goes beyond what is necessary to determine the nature, determine the characteristics and functioning of the goods.

Only items that are in the original packaging, together with all accessories, instructions for use and invoice or proof of purchase can be returned.

If the Customer withdraws from the agreement, Ubuntu Alliance will refund all payments received from the Customer up to that point, excluding any delivery and/or shipping costs, to the Customer within a maximum of 14 calendar days after Ubuntu Alliance has been informed of the Customer's decision to withdraw from the agreement. In sales agreements, Ubuntu Alliance can proceed with the refund until he has received all the goods back.

Any additional costs resulting from the Customer's choice for a method of delivery other than the cheapest standard delivery offered by Ubuntu Alliance will not be refunded.

Ubuntu Alliance will refund the Customer using the same means of payment as the Customer used to perform the original transaction, unless the Customer has explicitly agreed otherwise; in any case, the Customer will not be charged any costs for such reimbursement.

Article 7B: Articles excluded from the Right of Withdrawal (Article 7)

Pursuant to Article VI.53 3° and 5° of the Code of Economic Law, the Client does not have a right of withdrawal in the following cases;

- The delivery of goods manufactured according to the Customer's specifications, or which are clearly intended for a specific person. Think of custom-made art, can be attached to various design and furniture items, accessories and accessories for these aforementioned (design) items, and related items that have been assembled or adapted to measure or on request (colour, size, composition of individual pieces).
- The supply of sealed goods that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

The exercise of the right of withdrawal is excluded pursuant to Article VI.53 of the Code of Economic Law for:

- products manufactured according to consumer specifications or clearly intended for a specific person;
- Products that are not prefabricated and are produced at the customer's request
- Products that are manufactured on the basis of an individual choice or decision of the customer
- Products that are clearly intended for a specific person

Article 8: Guarantee

Under the law of 21 September 2004 on the protection of consumers in the sale of consumer goods, the consumer has legal rights. This legal warranty applies from the date of delivery to the first owner. Any commercial guarantee shall leave these rights unaffected.

In order to invoke the warranty, the Customer must be able to provide proof of purchase. Customers are advised to keep the original packaging of the goods.

For items purchased online and delivered to the Customer's home, the Customer must contact the Ubuntu Alliance customer service via telephone number 0032473240664 or e-mail info@ubuntualliance.org and return the item to Ubuntu Alliance at his expense.

If a defect is discovered, the Customer must inform Ubuntu Alliance as soon as possible. In any case, any defect must be reported by the Client within a period of 5 days after it has been discovered. Afterwards, any right to repair or replacement expires.

The (commercial and/or legal) warranty never applies to defects that arise as a result of accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, non-compliance with the instructions for use or manual, modifications or changes to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects that manifest themselves after a period of 2 months following the date of purchase, if applicable delivery, are not considered to be hidden defects, unless proven otherwise by the Customer.

Article 09: Penalties for non-payment

Without prejudice to the exercise of other rights that Ubuntu Alliance has, in the event of non-payment or late payment from the date of the default, the Client will owe an interest of 10% per year on the unpaid amount by operation of law and without reminder. In addition, the Client shall owe a lump sum compensation of 10% of the amount in question, ipso jure and without reminder, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, Ubuntu Alliance reserves the right to take back the items that have not been (fully) paid for.

Article 10: Customer service

The customer service can be reached by telephone at number 0032473240664 or by e-mail at info@ubuntualliance.org. Any complaints can be directed to this.

Article 11: Privacy

Ubuntu Alliance respects the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal data.

You have a legal right to inspect and possibly correct your personal data. Subject to proof of identity (copy of identity card), you can obtain the written communication of your personal data free of charge via a written, dated and signed request to Ubuntu Alliance. If necessary, you can also request the correction of the data that is incorrect, incomplete or not relevant.

In case of use of data for direct marketing: You can object to the use of your data for direct marketing free of charge. To do so, you can always contact Ubuntu Alliance by sending an email to info@ubuntualliance.org.

We treat your data as confidential information and will not pass it on, rent or sell it to third parties. The customer is responsible for keeping his login details and the use of his password confidential. Your password is stored encrypted, so Ubuntu Alliance

does not have access to your password.

Ubuntu Alliance keeps online (anonymous) visitor statistics to be able to see which pages of the website are visited and to what extent.

If you have any questions about this privacy statement, you can contact us via info@ubuntualliance.org.

Article 12: Use of cookies

During a visit to the site, 'cookies' may be placed on the hard drive of your computer. A cookie is a text file that is placed by a website's server in your computer's browser or on your mobile device when you visit a website. Cookies cannot be used to identify individuals; a cookie can only identify one machine. By using our website, you agree to our use of cookies.

Article 13: Impairment of validity - non-renunciation

If a provision of these Terms and Conditions is declared invalid, illegal or null and void, this shall in no way affect the validity, legality and applicability of the other provisions. The failure of Ubuntu Alliance to enforce any of the rights listed in these Terms at any time, or to exercise any right thereof, shall never be considered a waiver of such provision and shall never affect the validity of such rights.

Article 14: Changes to terms and conditions

These Terms and Conditions are supplemented by other terms and conditions that are explicitly referred to, and the general terms and conditions of sale of Ubuntu Alliance. In the event of a conflict, these Terms and Conditions shall prevail.

Article 15: Evidence

The Client accepts that electronic communications and backups may serve as evidence.

Article 16: Applicable law - Competent court

Belgian law applies, with the exception of the provisions of private international law on applicable law and with the exception of the Vienna Convention on Contracts for the International Sale of Goods. Unless the Client is a consumer, the courts of the district of Hasselt shall have exclusive jurisdiction in the event of any disputes.