

General Terms and Conditions

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Company data

FerrCa
Walle 110
8500 Kortrijk
Belgium
Info@ferrca.com
BTW BE0798611787

Article 1: General provisions

The e-commerce website of FerrCa, a proprietorship with registered office at 8500 Kortrijk - Belgium, VAT BE0798611787, (hereinafter 'FerrCa') offers its Customers the opportunity to purchase products from its webshop online.

These Terms and Conditions ("Terms") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order via the webshop of FerrCa, the Customer must expressly accept these Conditions, by which he agrees to the applicability of these Conditions, to the exclusion of all other conditions. Additional conditions of the Customer are excluded, unless they have been accepted in advance, in writing and expressly by FerrCa.

Article 2: Price

All stated prices are expressed in EURO, always inclusive of VAT and all other duties or taxes that are required to be paid by the Customer.

If delivery, reservation or administrative costs are charged, this will be stated separately.

The indication of price refers exclusively to the articles as described verbatim. The accompanying photos are decorative and may contain elements that are not included in the price.

Article 3: Offer

Despite the fact that the online catalog 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 are not binding FerrCa. FerrCa is only bound by an obligation of means with regard to the correctness and completeness of the information provided. FerrCa is in no way liable in the event of manifest material errors, typesetting or printing errors.

If the Customer has specific questions about, for example, sizes, colour, availability, delivery time or delivery method, we request that the Customer contact us in advance by info@ferrca.com.

The offer is always valid while stocks last and can be adjusted or withdrawn at any time by FerrCa. FerrCa cannot be held liable 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 can place orders in the ways offered on the website.

The Customer is obligated to accept the General Terms and Conditions before the conclusion of a Contract, in the absence of which the Contract will not be concluded. Placing an order through the web shop and checking the box next to the text: "I have read and agree to the Website "Terms and Conditions" is considered acceptance of the General Terms and Conditions.

The Customer has the choice between the various payment options offered on the website.

FerrCa 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

Articles ordered through this webshop will be delivered in Belgium, Netherlands, France, Luxembourg, Germany, Spain, Portugal, Italy, Denmark and Austria.

FerrCa will deliver the Product(s) by sending it to the Customer or its representative. Up to the front door on the ground floor. Goods will not be made and/or shipped until payment is credited to our account. Delivery costs are listed on the website.

If the Customer has provided an incorrect address for the delivery, FerrCa has the right to charge extra delivery costs to the Customer.

Unless otherwise agreed or expressly stated otherwise, the goods will be delivered to the place of residence of the Customer within 30 days of receipt of the order.

If a Product cannot be delivered, the Customer will be notified within thirty (30) days. In that case, the Customer has a right to terminate the Contract without any money being due. The Customer has no right to claim damages. In case of termination in accordance with this Clause, FerrCa will refund the amount paid by the Customer as soon as possible, but at the latest within fourteen (14) days after termination.

Any visible damage and/or qualitative shortcoming of an item or other shortcoming in the delivery must be reported immediately by the Customer to FerrCa.

The risk of loss or damage passes to the Customer as soon as he (or a third party designated by him, who is not the carrier) has acquired physical possession of the goods. However, the risk already passes 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 FerrCa.

The Customer is obliged to accept the Products at the agreed place/places at the moment FerrCa delivers them or has them delivered or at the moment they are made available to the Customer according to the Contract. If the Customer fails to do so, the Customer shall bear the resulting costs thereof, including the shipping costs.

If the Customer refuses or neglects to provide information or instructions that are necessary for delivery, the Products destined for delivery will be stored at the expense and risk of the Customer.

Article 6: Retention of title

The delivered articles remain the exclusive property of FerrCa until full payment by the Customer.

The Customer undertakes, if necessary, to inform third parties of the retention of title of FerrCa, e.g. to anyone who would seize the not yet fully paid items.

Article 7: Right of withdrawal

The provisions of this article only apply to Customers who, in their capacity as consumers, purchase items online from FerrCa.

The Customer has the right to withdraw from the agreement 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 good.";
- "on which the Customer or a third party designated by the Customer, who is not the carrier, acquires physical possession of the last good.";
- "on which the Customer or a third party designated by the Customer, who is not the carrier, acquires physical possession of the last shipment or part."

To exercise the right of withdrawal, the Customer must email FerrCa (info@ferrca.com) of his decision to withdraw from the contract. The Customer can use the COMPLAINT - RETURN FORM for this, which can be found on the website. We cannot credit anything without a fully completed form, sent via email and together with the returned product(s).

To comply with the withdrawal period, the Customer must send his communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must return the goods, in accordance with the reasonable and clear instructions given by FerrCa, without undue delay and in any event not later than 14 calendar days from the day on which he communicates his decision to withdraw from the contract to (FerrCa, Aalterbaan 238 B, 9990 Maldegem – Belgium). The Customer is on time if he returns the goods before the period of 14 calendar days has expired.

If the Customer exercises its Right of Withdrawal, the Customer will be responsible for the cost of the return shipment.

If the returned product has diminished in value in any way, FerrCa reserves the right to hold the Customer liable and claim compensation for any diminished value of the goods resulting from the use of the goods by the Customer that goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

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

If, at the end of the withdrawal period (14 calendar days), the Customer has not exercised its Right of Withdrawal, expressed its will to do so or has not returned the Product(s) to FerrCa, the purchase is final.

Any additional costs resulting from the choice of the Customer for a different method of delivery than the cheapest standard delivery offered by FerrCa will not be refunded.

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

The Customer cannot exercise the right of withdrawal for:

- the supply or provision of goods or services whose price is subject to fluctuations in the financial market that are beyond the influence of FerrCa and which may occur within the withdrawal period;
- the delivery of goods manufactured according to the Customer's specifications, or which are clearly intended for a specific person;
- the delivery of goods which, due to their nature, are irrevocably mixed with other products after delivery;
- agreements where the Customer FerrCa has specifically requested to visit him in order to carry out urgent repairs or maintenance there;
- contracts concluded during a public auction;

Article 8: Warranty

Under the law of 21 September 2004 on the protection of consumers when selling consumer goods, consumers have legal rights. This legal guarantee applies from the date of delivery to the first owner. Any commercial guarantee does not affect these rights.

To invoke the warranty, the Customer must be able to present 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 FerrCa and return the item to FerrCa at its expense.

If a defect is detected, the Customer must inform FerrCa as soon as possible. In any case, any defect must be reported by the Customer within a period of 2 months after its discovery. Afterwards, any right to repair or replacement will lapse.

The (commercial and/or legal) guarantee 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, adjustments or changes to the article, heavy-handed use, normal wear and tear or damage, poor maintenance, or any other abnormal or incorrect use.

The warranty does not entitle the Customer to a replacement or refund for lost or stolen items.

Defects that manifest themselves after a period of 6 months following the date of purchase, if applicable delivery, are deemed not to be hidden defects, unless the Customer proves otherwise.

Article 9: Customer Service

FerrCa can be reached by e-mail at info@ferrca.com. Any complaints can be directed to this e-mail address.

Article 10: Penalties for non-payment

Without prejudice to the exercise of other rights available to FerrCa, the Customer owes interest of 10% per year on the unpaid amount by operation of law and without notice in the event of non-payment or late payment from the date of the default. In addition, the Customer is legally and without notice liable to pay a fixed compensation of 10% on the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the foregoing, FerrCa reserves the right to take back the not (fully) paid items.

Article 11: Privacy

The controller, FerrCa, respects the Belgian law of December 8, 1992 regarding the protection of private life in the processing of personal data.

The personal data provided by you will only be used for the following purposes: the execution of the concluded agreement, processing the order, sending newsletters, advertising and/or marketing purposes.

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 a written notification of your personal data free of charge via a written, dated and signed request to FerrCa, Walle 110, 8500 Kortrijk - Belgium, info@ferrca.com. If necessary, you can also request that data be corrected if it is incorrect, incomplete or irrelevant.

In case of use of data for direct marketing: You can oppose the use of your data for direct marketing free of charge. To this end, you can always contact FerrCa, Walle 110, 8500 Kortrijk - Belgium, info@ferrca.com.

We treat your data as confidential information and will not pass it on, rent it 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 FerrCa has no access to your password.

FerrCa keeps online (anonymous) visitor statistics in order to see which pages of the internet site are visited and to what extent.

If you have any questions about this privacy statement, you can contact us at info@ferrca.com.

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 the server of a website in the browser of your computer or on your mobile device when you consult a website. Cookies cannot be used to identify individuals, a cookie can only identify a machine.

Functional cookies

These cookies are necessary for the website to work. Without these cookies, you and some preferences (such as your language settings) cannot be saved.

Google Analytics

To test the quality and effectiveness of our website, we use Google Analytics. This allows us to see how the website is used and how we can improve the website. We have entered into a processor agreement with Google. This means that Google will not use the data collected by these cookies for its own purposes.

Tracking cookies

We ask your permission to set tracking cookies. Based on the pages you have visited, we can show you ads that we think will be of interest to you.

Social media

Our website contains buttons from Facebook, Twitter and Pinterest. With these buttons, for example, pages can be shared on social media. Social media collect information via the code of these buttons, even before you press the button. We have no influence on this. With these cookies, social media make it possible for advertisers to find you. Regularly read the privacy statements of Facebook, Twitter and Pinterest yourself to see what happens to your information collected through the cookies.

You can set your internet browser in such a way that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard drive. You can do this via the settings of your browser (via the help function). Keep in mind that certain graphic elements may not appear correctly, or that you will not be able to use certain applications.

By using our website, you agree to our use of cookies.

Article 13: Affected validity - non-renunciation

If any provision of these Terms is declared invalid, illegal or void, this will not in any way affect the validity, legality and applicability of the other provisions.

Failure at any time by FerrCa to enforce or exercise any of the rights set forth in these Terms shall never be construed as a waiver of such provision and shall never affect the validity of any such right. affect these rights.

Article 14: Change of conditions

These Conditions are supplemented by other conditions to which explicit reference is made, and the general terms and conditions of sale of FerrCa. In case of contradiction, these Terms and Conditions will prevail.

Article 15: Evidence

The Customer accepts that electronic communications and back-ups can serve as evidence.

Article 16: Applicable law – Disputes

Belgian law applies, with the exception of the provisions of international private law on applicable law. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

The courts of the Consumer's place of residence have jurisdiction in the event of legal disputes. The Consumer can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

Article 17: Language – Taal – Langue – Sprache – Idioma - Lingua

If the customer agrees to the general terms and conditions, he also declares to have sufficient command of the language of the general terms and conditions.

Als de klant akkoord gaat met de algemene voorwaarden verklaart hij eveneens de taal van de algemene voorwaarden voldoende te beheersen.

Si le client accepte les conditions générales, il déclare également maîtriser suffisamment la langue des conditions générales.

Wenn der Kunde den allgemeinen Geschäftsbedingungen zustimmt, erklärt er auch, die Sprache der allgemeinen Geschäftsbedingungen ausreichend zu beherrschen.

Si el cliente acepta las condiciones generales, declara también tener un dominio suficiente de la lengua de las condiciones generales.

Se il cliente accetta le condizioni generali, dichiara anche di avere sufficiente padronanza della lingua delle condizioni generali.