



General terms and conditions of sale

1. Application

These general terms and conditions of sale apply to all contracts concluded between, on the one hand, the company Lloyd registered with the Crossroads Bank for Enterprises (BE0477.863.075), hereinafter 'the seller', and, on the other hand, any consumer who wishes to make a purchase by the website galerielloyd.com, hereinafter referred to as 'the buyer'.

A consumer is any natural person who is acting for purposes that are not part of his commercial, industrial, craft or liberal activity (article 1.1,2°, of the Code of Economic Law).

2. Subject

These terms and conditions of sale are intended to define the contractual relationship between the seller and the buyer, as well as the conditions applicable to any purchase made through the website galerielloyd.com. The acquisition of a good through the site implies unreserved acceptance by the buyer of the current general terms and conditions of sale. These supersede any other specific terms and conditions not expressly approved by the seller. The seller reserves the right to change its terms and conditions of sale at any time. In this case, the terms and conditions applicable on the date of the order by the buyer will apply.

3. Properties of the sold goods

The products offered are listed in the catalog published on the website galerielloyd.com. Each product is accompanied by a description prepared by the seller. The availability of an artwork corresponds to the inventory status during the last update of the seller's website. The inventory status as it appears at the time the seller consults the seller's website has no contractual value. Buyer accepts that the update may take at least FIVE days.

4. Price

The total amount of the buyer's order, before final validation, as shown on the website galerielloyd.com is indicated in euros, all taxes due (VAT and other applicable taxes and duties) and other fees, excluding transport, included.

5. Orders

The buyer who wants to buy a product or a service must:

- be older than 18 years;
- fill in the identification form;
- validate the order after checking it;
- have taken note of these terms and conditions and agree to them;
- make the payment in the chosen way;
- confirm the order and payment.

The sale is considered closed when the seller confirms the acceptance of the buyer's order. The confirmation will be sent by e-mail to the address provided by the buyer when ordering online. In any case, the confirmation of acceptance of the buyer's order by the seller contains the total price of the order and the details of the elements that make up the order (unit price excluding VAT, discounts, VAT, miscellaneous charges,...), a detailed description of the order placed by the buyer, date of conclusion of the contract, company name, full address of the registered office and VAT number of the seller, name and full address of the legal residence or registered office of the buyer, the agreed date or the delivery time.

The online sale of the products offered on the website galerielloyd.com is reserved for purchasers established in the territory of the Member States of the European Union and for deliveries that may take place in these territories.

Changes by the customer in the order form are only valid if they have been accepted and confirmed in writing.

No shipment of goods will be made without confirmation of the order by the seller and receipt of the total price of the order.

6. Straight from distance

In accordance with the law, the consumer has the right to notify the seller that he renounces his purchase, without penalty and without giving reasons, this within 14 calendar days, from the day after the day of delivery of the product (article VI.47, §1, of the Code of Economic Law). Within this period, the consumer must notify his intention to renounce, preferably by e-mail to the contact address of the seller, info@galerielloyd.com, without sending any statement, stating his decision to renounce to do so. In the event of risk to the uncertainty, the product must be returned at its own expense and seller's head office (Vlaanderenstraat 76/0001, 8400 Ostend) within FIVE calendar days of the notification by the seller of its decision to accept this waiver.

However, if the revoked item is received damaged, soiled or incomplete, compensation may be owed to Lloyd. This is calculated on a case-by-case basis, depending on the depreciation of the item, including any expert costs.

Within 14 full days after acceptance of the return of the goods and their receipt, the seller will refund the buyer.

7. Payment

Payment is made via our secure online payment platform either by credit card (Mastercard), via Paypal, Bancontact, or bank transfer to section account WEBSHOP LLOYD BE37 0682 4139 4328, opened in the name of Lloyd at BELFIUS BANK, Northlaan at 8400 OSTEND.

Any dispute with respect to an invoice must be received in writing within FIVE clear days of dispatch and receipt.

8. Shipping

You can always pick up your order WITH PAYMENT at the BV Galerie Lloyd (hereinafter Lloyd) in Ostend (opening hours see site) or have it delivered to your home, subject to payment of the transport costs, if a paid delivery is required. You can assume that your order will always be delivered to your home within five working days. We also deliver to The Netherlands, France, Germany, Luxembourg,...

9. Delivery

The delivery, which is the responsibility of the seller, is made according to the specified choice, unless otherwise agreed afterwards in writing. Deliveries are made to the address indicated on the order form.

In case of absence during delivery to the address indicated by the buyer, the goods may be kept in the place and in the manner described in the notice left by the postal services.

If the buyer fails or refuses to take delivery of the ordered goods, the seller reserves the right to demand performance of the contract or to decide that it be dissolved. In the latter case, the seller retains an amount equal to 30% of the sale price as compensation.

The goods are transported at the seller's risk until delivery of the goods to the delivery address specified by the buyer or deposit at the place of collection notified to the buyer by the postal service. From this moment the risk passes to the buyer.

In the event that the delivered goods are damaged, the buyer is obliged to refuse the goods. Any claim relating to the delivered goods must be received by the seller immediately upon receipt. The complaint must be sent by registered mail and by e-mail, both against RECEIPT and CONFIRMATION OF RECEIPT, to the registered office: Vlaanderenstraat 76/0001, 8400 Ostend, accompanied by a copy of the purchase document, the delivery note stating the refusal and a photo. Failing this, all visible defects are covered.

Delivery times given by the seller are strictly indicative unless otherwise agreed in writing.

The following circumstances release the seller from his obligations with regard to the delivery time:

- cases of force majeure (including in particular strikes, technical incidents, supplier delay, stock not known to the consumer at the time of placing an order, regardless of the will of the seller);
- if the payment terms are not respected;
- if the customer decides to make changes after the order;
- if the customer fails to provide the necessary information requested.

10. Refund

Revocation

If your purchase does not meet your expectations, please let us know immediately by info@galerielloyd.com. If we have been informed of this within TWO days after delivery, you can return the delivered goods at your expense and LLOYD will refund the amount due (purchase amount + original shipping costs) within 14 days after return. You must send the revoked articles at the latest FOUR days after notification. The revoked goods will be reimbursed using the same means of payment with which they were purchased. However, if we receive the revoked artwork damaged, soiled or incomplete, compensation may be due to Galerie Lloyd. You can find the document to request the withdrawal [here](#).

Damaged goods

If the artwork is damaged upon receipt, we ask that you notify us immediately, if possible by sending a photo to info@galerielloyd.com and refusing the delivery. The package can then be returned (at LLOYD's expense). Do not hesitate to contact us by sending an email to info@galerielloyd.com.

11. Responsibilities

The seller, who is not the owner or host of the online sales site, cannot be held liable for damages resulting from the use of the Internet, such as data loss, intrusion, viruses, service failure, other problems.

In any case, the seller is not responsible for the non-performance or incorrect performance of the agreement attributable to the buyer, resulting from an insurmountable and unpredictable act of a third party or in the event of force majeure.

12. Newsletter

By completing the fields for receiving the newsletter, the buyer undertakes to receive information from the seller at the entered e-mail address. You can cancel the newsletter at any time by clicking the 'Unsubscribe' button at the bottom of each email.

13. Personal data

All personal data necessary for the processing of an order is held by the seller or its associate and may be transferred to the companies with which the seller – or its suppliers – cooperate, when such communication is necessary for the processing of the order.

The user also authorizes the seller to use this data to compile statistics to improve the goods and services offered.

This information may also be used to facilitate the dissemination, by any means of communication, of information relating to the seller's commercial activities to its customers.

Notwithstanding the foregoing, Seller agrees not to disclose personal information to any other company.

The data held by the seller can be retrieved at any time and corrected on request. Such a request must be sent by e-mail against receipt to the following address: info@galerielloyd.com or by registered mail addressed to BV LLOYD Vlaanderenstraat 76/0001, 8400 Ostend and its director Georges KEYMEULEN, at the same address.

14. Privacy

Your personal data is processed by Lloyd, galerielloyd.com, for customer management based on a contractual relationship as a result of your order/purchase and for direct marketing (to offer you new products or services) based on our legitimate interest in doing business. If you do not want us to process your data for direct marketing purposes, it is sufficient to inform us at info@galerielloyd.com. by that address you can also ask more details concerning the data we process about you and correct it, have it erased or ask to transfer it. If you do not agree with the way in which we process your data, you can contact the Commission for the protection of privacy (Drukpersstraat 35, 1000 Brussels).

15. Evidence

The parties accept, within the framework of their relations, electronic means of proof (for example: electronic mail, automated registration of correspondence, etc,...).

16. Dispute Resolution

Except in the case of payment requests, the parties undertake to resolve any dispute regarding the validity, interpretation or performance of the contract through attempted conciliation and mediation.

The period commences no later than 15 days after the request for mediation or judicial conciliation has been communicated by one party to the other party. The duration of the mediation cannot exceed 30 full days, except with the express agreement of the parties.

With a view to an amicable settlement of possible disputes arising from a contract for the sale of goods or services online, the consumer who so wishes can also contact our services directly (info@galerielloyd.com) or call on the online dispute resolution platform set up by the European Commission and available at the following navigation address:

<https://webgate.ec.europa.eu/odr>.

The parties agree to have recourse to ARBITRATION, CEPANI RULES for any ongoing dispute.

In the event of a lawsuit in payment or failure of the procedure of extrajudicial settlement, of judicial mediation, only the courts where the seller's registered office is located are competent, unless otherwise mandatory by law.

The current online terms and conditions of sale and the sales contract are subject to Belgian law.

17. Nullity – illegal provision

If one or more articles of these general terms and conditions of sale should be declared illegal or invalid for any reason, this cannot result in this agreement as a whole becoming null and void or prevent the application of the other provisions.

In the event that the contested provision affects the nature of these terms and conditions, each party will immediately and in good faith endeavor to negotiate a valid provision with an equivalent economic effect, or at least as close as possible to the effect of the canceled provision.

The board of BV LLOYD. On December 6th, 2022.

Name buyer.....

Date

Read and approved (copy in full)

Buyer's signature.....

GALERIELLOYD.COM

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Opening hours
Saturday & Sunday
14.00 – 18.00