

## TERMS AND CONDITIONS – TRIKKO BVBA ART.1 DEFINITIONS RACQUET\_CLOTHING

For the purposes of these general terms and conditions, these terms below are applicable:

“General Terms and Conditions of Sale”: this document, i.e. the terms and conditions are applicable to the consumers and TRIKKO BVBA.

Consumer: a person who uses the website and acquires one or more products for his personal use, via the website, having adhered to the general terms and conditions of sale beforehand.

Entrepreneur: the natural person or corporation who offers distance products to consumers

Order: the order for one or more products placed by the consumer on [www.trikko.be](http://www.trikko.be). The web page called “your basket,” displayed when you click on “add to basket,” contains a list of the items and the total price of your purchases.

Website: the website accessible at the address [www.trikko.be](http://www.trikko.be) Contract: the contract composed of these general terms and conditions of sale and the order you have concluded under a

distance selling system via [www.trikko.be](http://www.trikko.be) Data: all data of a personal nature that concern you (forename, surname, birthdate, invoicing address, delivery address, etc.)

communicated to [www.trikko.be](http://www.trikko.be) to enable it to process the order. Delivery: the operation by which the items are actually placed at the buyer’s disposal by us. Price: the price of each item, VAT included.

### ART.2 RELEVANCE AND ACCEPTANCE OF THE TERMS AND CONDITIONS.

TRIKKO BVBA is a company dedicated to distance selling on the website [www.trikko.be](http://www.trikko.be). These terms and conditions shall apply to all offers, purchases and in general any other operations on the website of [www.trikko.be](http://www.trikko.be).

Available on [trikko.be](http://trikko.be), these general terms and conditions are systematically provided by way of information to all consumers

to enable them to place an order. Placing an order therefore entails the full adherence to these general terms and conditions on the part of the buyer without reservations.

Every order placed on [www.trikko.be](http://www.trikko.be) shall entail full and unconditional acceptance of these general terms and conditions. Failure to become cognisant of our terms and conditions in your native language may not result in the unenforceability

thereof against you. The general terms and conditions are available in one language (English). By checking these general terms and conditions, the customer acknowledges that he:

- is fully responsible for decisions or vested with authority by the appropriate person to undertake a commitment for an order placed with TRIKKO BVBA.
- has become cognisant, in addition to the information provided in these general terms and conditions, of information on the essential characteristics of the products that he orders.

The information provided by the buyer at the time that the order is taken shall be binding for him. In the event of erroneous or incomplete particulars of the addressee, TRIKKO BVBA shall not be held liable because the delivery cannot be made.

We reserve the right, at our sole discretion, to modify or replace these terms and conditions at any time.

### ART.3 CORPORATE IDENTITY/ENTREPRENEUR.

TRIKKO BVBA Leliestraat 54 1800 Vilvoorde Belgium

VAT N°: 0544.426.356 Phone numbers: +32 478 28 56 97 / +32 477 87 97 97 Email: [info@trikko.be](mailto:info@trikko.be)

### ART.4 GENERAL TERMS AND CONDITIONS.

#### Art. 4.1 Orders

Orders shall be placed exclusively by the internet on [www.trikko.be](http://www.trikko.be)

Any contrary condition put forth by the buyer, unless explicitly accepted, may not be relied upon against the seller, irrespective of the time when it may be brought to his attention. The fact that the seller does not avail himself of any one of these general terms and conditions of sale at a given moment, shall not be misconstrued as a waiver of the right to assert any of said conditions at a later time.

The information contained in advertising, brochures or other written documents provided directly by agents or employees of the company and/or disseminated or communicated on any media, and in particular via the internet, shall constitute an invitation to treat and shall not have contractual value.

#### **Art. 4.1.1 Place order**

The customer may place orders only on the website or if specifically agreed with TRIKKO BVBA by signing a quote for a specific order.

To be able to purchase a product when placing his first order on [www.trikko.be](http://www.trikko.be), the customer must open a customer account and complete a form with a number of required fields considered as information necessary for the management of said order and the commercial relations, so that his order can be taken into account.

During registration, the buyer must choose a username (e-mail address) and a personal and exclusive password. He shall be solely responsible for the confidentiality. He may change the username or password at all times by following the instructions provided on the website. In placing an order, the buyer shall accept that the data provided after he has entered his username and password constitute proof of his identity and can be used for the procedures for invoicing and delivery.

Non-emancipated minors do not have the legal capacity to contract. Data collection among minors shall require the consent of parental authority.

TRIKKO BVBA draws the customer's attention to the fact that ordering on the website is secure.

THE CUSTOMER MUST VERIFY CAREFULLY THE PRODUCT(S) ORDERED, THE QUANTITIES ORDERED, AND THE PLACE WHERE THE ORDER HAS TO BE DELIVERED.

#### **Art. 4.1.2 Confirmation of the Order**

If TRIKKO BVBA accepts the order, it shall notify the acceptance by issuing an order confirmation sent to the customer's e-mail address.

The sale shall be final only after the order confirmation has been sent to the customer by TRIKKO BVBA, specifying the shipment of the products.

TRIKKO BVBA reserves the right to refuse any order from a customer for a legitimate reason in accordance with the legislation in force.

It shall thus be entitled to refuse any order that is abnormal or placed in bad faith. Furthermore, the company shall be entitled to refuse any order from a customer with whom there's a dispute relating to the payment of a previous order placed on TRIKKO BVBA, or with another merchant.

#### **Art. 4.1.3 Cancellation of the order**

Cancellation of the order by TRIKKO BVBA

An order may always be cancelled by TRIKKO BVBA in case of: - unavailability of the product(s) ordered; - failure by the customer to pay for the order within the applicable terms - force majeure [in particular: unforeseeable delay in deliveries or defective deliveries from suppliers];

Unavailability of the product(s) ordered Cancellation of the order by the customer

Due to the specific nature of the internet, the company does not guarantee the availability of all products on its website in real time. If one of the products is temporarily or definitively unavailable, the company shall inform the consumer accordingly via its website or by sending an email to a valid e-mail address provided by the customer. The company will then propose to replace the ordered product by an equivalent product (in terms of quality and price), a credit note, or the right of dissolution of your order.

To be taken into consideration, a request to cancel an order must be made before the products are shipped, and at the latest one hour after the registration of it. No cancellation will be possible beyond that deadline.

#### **Art. 4.1.4 Right of Withdrawal**

In accordance with Belgian law, any non-professional customer, who falls under the consumer protection legislation in force in Belgium, shall be entitled to notify TRIKKO BVBA that he cancels his purchase within the 14 days after his order.

The request must be notified by sending a mail to [info@trikko.be](mailto:info@trikko.be) and by sending a registered mail by post. To that end, the customer undertakes to return his order under the same conditions as those applicable to the shipment,

accompanied by a return form, within the aforementioned time limits. The product shall be returned by parcel tracked by B-Post or by registered shipment for Europe, in its original state.

Opened, unsealed, dirty, incomplete, damaged or non-compliant items are not entitled to the right of return. In such a case, you shall remain the owner of the product. If you wish, the product will be sent back to you and the

shipping charges shall be at your expense. If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.

The items must be returned to the following address: TRIKKO BVBA Leliestraat 54 1800 Vilvoorde Belgium

The right to withdraw shall not apply to items made at the consumer's specific request or which are clearly customized.

#### **Art. 4.1.5 Consequences of the withdrawal**

If the order is withdrawn, payment already made by the customer and collected by the company shall be reimbursed according to the same method of payment chosen by the customer, less shipping expenses, and to the exclusion of any compensation or damages, in accordance with the legal provisions in force in the Benelux countries, i.e. within a maximum period of 30 days as of the day following the one on which the customer transmitted his order;

To benefit from this practical, safe and rapid service, the customer shall provide his IBAN account number on the return form, that accompanies the returned items.

#### **Art. 4.2 Prices**

All the prices of items shall be indicated in EUR, inclusive all taxes, shipping and handling costs. Any change in the applicable rate of VAT could be passed on to the prices of the products.

TRIKKO BVBA may have to change its prices at all times, but shall ensure that the products are invoiced on the basis of the rates in force at the time the order was booked, subject to availability on that date and receipt of actual payment.

Furthermore TRIKKO BVBA has the option of claiming higher damages when it can prove the scope of damage suffered.

#### **Art. 4.3 Reservation of ownership clause**

The products and items sold shall remain the property of TRIKKO BVBA, until the price is fully paid.

#### **Art. 4.4 Payment**

The complete payment must be made when placing the order.

Payments shall be made by bank card, through the online payment transaction via the website, or by, MasterCard, Visa and Paypal.

During payment, the buyer must indicate the name of the card holder, as well as the number of the card, its expiry date and the cryptogram thereon (3-digit code used for transaction security purposes).

TRIKKO BVBA may not be held liable for the consequences of any use of the credit card, fraudulent or

otherwise, by a third party, in particular in case of message interception.

The buyer is also advised to provide a telephone number where he can be easily reached. The credit card shall be charged after you have been invoiced for your items. In case of a dispute relating to the payment, only the payment service provider may be held liable.

#### **Art. 4.5 Data and payment security**

The website [www.trikko.be](http://www.trikko.be) uses one of the most advanced security systems at this time to provide optimal protection for all sensitive data relating to the means of payment.

TRIKKO BVBA at no time has access to consumer's banking details. That is why his particulars will be requested for every new order. Only our payment provider will have the confidential information necessary for the transaction,

which shall be inaccessible to third parties.

To guarantee buying with complete security TRIKKO BVBA has put in place all the procedures necessary for your protection against fraudulent use of your bank card:

- Secure payment website; - Checking and blocking of orders identified as fraudulent; - Checking and blocking of IP addresses identified as fraudulent;

If you detect a fraudulent debt on your bank account, we recommend you to **contact your bank immediately.**

#### **Art. 4.6 Geographic area**

Online selling of the products featured on the website is reserved for buyers all over Europe.

#### **Art. 4.7 Delivery**

##### **Art. 4.7.1 Conditions**

The normal delivery period is about 4 working days [unless indicated otherwise on the website] and is provided for information only.

We do not deliver to hotels or public places. It is important to specify the delivery method when the order is placed. TRIKKO BVBA may not be held liable in case of error.

##### **Art. 4.7.2 Delivery incidents**

Delivery delay:

Neither TRIKKO BVBA nor the carrier can be held liable if the delivery is late or cannot be made in case of force majeure or errors in the delivery address.

In case of delay, damage, theft, etc., the customer can only take some steps against the carrier.

If the buyer is not present on the day of delivery, a note mentioning that the deliveryman came by shall be deposited indicating the address of the postal point where the parcel will be available for 15 days. The parcel will then be taken to the nearest postal point.

The buyer may also opt to have the parcel delivered directly in our offices in 'Vilvoorde'.

In the event of a delay from the date indicated on the order, please contact customer service to open a delivery inquiry with the carrier concerned.

To register a complaint to our customer service, please indicate your dates like your name/surname + address, phone number, invoice number, references or the product(s) on the invoice, and specify the reasons for your complaint.

##### **Incomplete or non-compliant delivery**

The buyer shall be required to verify the state of the packaging of the goods and of the contents while the delivery of the order takes place.

The packaging may have been damaged or the contents may have been partially or totally stolen or an error may have occurred when preparing the shipment.

In case of complaint concerning any defects or shortcomings (missing product, damaged parcel, broken products, etc.), the buyer must mention his observations accompanied by a photo, first by sending an e-mail [info@trikko.be](mailto:info@trikko.be), but also, within the 3 days that follow, by letter with acknowledgement of receipt, to company's address: TRIKKO BVBA,

Leliestraat 54, 1800 Vilvoorde, Belgium.

Lost parcel:

The company shall conduct an inquiry of the services concerned.

#### Art. 4.8 Shipping rates

Benelux: € 5,99 Rest of Europe: € 10, incl. VAT, for a purchased product.

#### Art. 4.9 Guarantee

TRIKKO BVBA shall be liable for non-conformities regarding the object of If one or more parcels were lost by one of our transport service providers, please inform us as promptly as possible by sending an e-mail to our customer service at [info@trikko.be](mailto:info@trikko.be). The rates below are calculated for parcels weighing 1 kg maximum and may be revised upwards if the weight exceeds 1 kg. the contract and latent defects under the conditions provided in Articles 1641 to 1649 of the Civil Code. Article 1641 of the Civil Code

“The seller shall warranty claims for latent defects of the sold item which make it unfit for its intended purpose, or which reduce the usability thereof to such a degree, that the buyer would not have purchased it, or would have paid a lower price, if he were aware of them.”

Item 1648 of the Civil Code

“Action for redhibitory defects must be taken by the buyer within a short period, depending on the nature of said redhibitory defects, and the established practice at the venue where the sale took place.”

For any technical problem or request of information, contact us by [info@trikko.be](mailto:info@trikko.be) within a period of 7 days (for Benelux) and 10 days (for rest of Europe), after the delivery date by registered letter or by e-mail to TRIKKO BVBA. No complaint shall be taken into consideration, no items taken back, and no discount granted beyond that deadline.

A product may be returned only after a prior complaint and request and if the buyer follows the instructions of our customer service.

Slight differences in quality, color, width, weight, manufacturing or design may not entail refusal of the merchandise.

Justified complaints shall entail the return or replacement of the merchandise, but without compensation for direct or indirect damages.

If an item under guarantee is returned, it must be returned in its original packaging, accompanied by any accessories, instructions for use and documentation, and the e-mail of permission for the return from our customer service of TRIKKO BVBA.

Any incomplete return or where the packaging is damaged will be refused and sent back to the customer at the latter's expense.

Upon ascertaining that the product does not conform to the offer, TRIKKO BVBA shall proceed to exchange it with a product of the same reference and of the same or superior quality, depending on availability. In such a case, the buyer will have the option of asking for reimbursement.

If the product is not available, TRIKKO BVBA will proceed to reimburse the price [exclusive of shipping charges].

#### Art. 4.10 Liability

The products (non-discounted textile goods) offered are compliant with the Belgian legislation. The essential characteristics of each item are described on the appropriate pages of the website.

The photographs, product datasheets, dimensions, colors presented on the website and tests illustrating the products shall be as faithful as possible to the items that are sent to you. TRIKKO BVBA cannot however be held liable for minor differences [imprecisions, errors or omissions].

TRIKKO BVBA shall not be held liable either for the non-performance of the contract in the event of an unforeseeable or insurmountable event by a third party to the contract [disturbance, total or partial strike, in particular of postal services, means of transport and/or communication, floods, fire, etc. ...] or the customer's fault. TRIKKO BVBA shall naturally do its utmost to find a solution to perform the contract as promptly as possible.

TRIKKO BVBA shall under no circumstances be held liable for any delay in the execution – or non- execution – of an order, or a delay in or non- performance of a technical or other clause, for reasons beyond its control (depletion of stocks at the suppliers, etc.). In such a case, TRIKKO BVBA shall be entitled to delay delivery within reasonable limits or simply to cancel the order.

The products proposed for sale directly by TRIKKO BVBA are those which are featured on [www.trikko.be](http://www.trikko.be) , the day that a consumer consults our website and as long as the stock is available.

In the online selling process, TRIKKO BVBA shall not be held liable for damages resulting from the internet such as loss of data, hacking, virus, interruption of service and other problems beyond its control. The contractual or quasi-tortious liability of TRIKKO.BE shall be limited to the reimbursement of the price for the order and shall not entitle the customer to any other compensation.

#### **Art. 4.10.1 Data protection**

The data provided by the buyer shall be protected in accordance with the personal data protection act. The buyer shall have the right to access and correct the data at all times, by simply going to "My account" on the website.

The Buyer undertakes to communicate the data necessary for the processing of the order and for any other marketing operations without assuming the identity of any other person or using a false name.

TRIKKO BVBA shall consequently not be held liable in case of errors or inaccuracies as to the surfer's delivery address.

By placing an order, the Customer consents to the fact that the Company may store, process and use the data collected from his order to process that order.

The Customer shall authorize the company to engage in commercial solicitation by sending him e-mails concerning its products or services. If the customer does not wish to receive such information any longer, he can send an e-mail to that effect.

#### **Art. 4.10.2 Intellectual property**

The use of the website [www.trikko.be](http://www.trikko.be) is reserved exclusively for personal use. The website and all its elements are protected by the intellectual property rights in force.

All models, texts, comments, works, photos, illustrations and images, whether audio or video, including the underlying technology, reproduced on [www.trikko.be](http://www.trikko.be), shall be protected by copyright, trademarks, patents and image rights. They shall be the exclusive property of TRIKKO BVBA or its partners.

Any public reproduction or communication of trademarks, texts, photograph or material disseminated on this website, without the prior, express and written consent of TRIKKO BVBA, is strictly prohibited. Any hypertext link referring directly to this website shall be subject to prior, express authorisation.

#### **Art. 4.10.3 Customer service**

Our customer service is at your entire disposal for any further information or question, at [info@trikko.be](mailto:info@trikko.be).

#### **Art. 4.10.4 Applicable law and disputes**

In case of disputes, the parties shall try to reconcile themselves. Belgium law exclusively applies to agreements between entrepreneur and consumer whereupon these general conditions/terms are related to. For private individuals, the competent court in case of a dispute shall be that of the defendant's domicile or,

at the defendant's choice, that of the place where the product was actually delivered.

**Art. 4.10.5 Technical problem** **Art. 4.10.6 Additional and different provisions** This contract shall be governed by Belgian law, and is only available in English.

If customers encounter a technical problem on the website, they are requested to contact TRIKKO BVBA by sending an e-mail to [info@trikko.be](mailto:info@trikko.be).

TRIKKO BVBA will spare no effort to solve the problem as promptly as possible and may not be held liable.

#### Art. 4.11 Privacy policy

We are aware that you trust us. It is our responsibility to protect your privacy. On this page you can read which data we collect when you visit our website, why we collect these data and how we improve your experience using our website based on these data. So you will understand how we work.

This privacy policy applies to the services of [www.trikko.be](http://www.trikko.be). You must know that we are not responsible for the privacy policy of other websites and other sources. By using our website you acknowledge to accept our privacy policy.

[www.trikko.be](http://www.trikko.be) respects the privacy of all the visitors/users of its website and ensures that all personal information which you will give us, will be dealt with in a strict confidential manner. How we use the collected data  
Our Services

When you order one of our services/products then we will ask for personal data like name, birthdate etc. These data will be used to execute your order. These data will be stored on a security server owned by [www.trikko.be](http://www.trikko.be) or by a third party. We will not combine your personal data with other data.

#### Communication

When you send emails or other messages to us it will be possible that we will save these messages. Sometimes we will ask for your personal data when this is relevant. This enables us to answer your questions and requests. These data will be stored on a security server owned by TRIKKO BVBA or by a third party. We will not combine your personal data with other data.

#### Cookies

Additional or different provisions compared to the General conditions/terms may not be to the prejudice of the consumer and should be recorded in writing in such a manner that the consumer can save these in an accessible way on a durable medium.

We collect data for research to get a better insight in our clients in order to tailor our services/products.

This website uses cookies. A cookie is a small piece of data sent from a website and stored in a user's web browser while the user is browsing the website. Every time the user loads the website, the browser sends the cookie back to the server to notify the website of the user's previous activity.

This information gathered by the cookie will be stored on the security server

of TRIKKO BVBA or by a third party. We use this information to see how you use the website and to make reports on website activity in order to offer you other services and products related to your activity on internet.

#### Purpose

We collect and use this information for no other purposes than described in our private policy unless we have received your permission to do otherwise.

#### Third parties

We will not provide your data to other parties. In some cases your data will be shared internally but our personnel signed a non disclosure contract to respect the confidentiality of your personal data.

#### Alterations

This privacy policy is tuned to the current status of our website. Adjustments or changes on our website can



lead to changes in the privacy policy. So we advise you to read our privacy policy on a regular basis.

#### Personal Data Options

We offer all visitors the possibility to look at, to change or to delete all personal data which has been provided to us.

#### Adjustments and termination/removal of newsletter

At the bottom of all our mails you will find the possibility to adjust your personal data or to terminate the newsletter.

#### Adjustments/removal communication

If you would like to alter your personal data or to remove these from our files then you can contact us. See below for contact information.

#### Switch off cookies

Most browsers are set up to accept cookies but you can set up your browser to refuse cookies or to notify you when a cookie is being sent to you. It is however possible that some services and functions on our website and on other website do not function properly when you have switched off cookies on your browser.

#### Questions and feedback

We check on a regular basis if we comply with the privacy policy. If you have questions about our privacy policy do contact us:

TRIKKO BVBA F. Goossensstraat 46, 1930 Zaventem, Belgium

Phone numbers: +32 478 28 56 97

E-mail: [info@trikko.be](mailto:info@trikko.be) VAT identification number: BE0544.426.356

#### 14 days cooling off period

If you are not all satisfied with the product then please return it to us in the original packing and unused. You can read below how to handle. We will refund your money including the original delivery costs within 14 days. You only have to pay yourself for the return shipment.

#### DISCLAIMER

##### General Privacy

We will grant you 14 days to judge if your purchase is satisfactory. Within this period you can return the product. You can take a close look at the product just like you would do in a shop and test if it lives up to your expectations. If you have your doubts whether you can still change your product then please contact us on [info@trikko.be](mailto:info@trikko.be)

The undermentioned is applicable to the webpage of [www.trikko.be](http://www.trikko.be). By using this webpage you agree with the disclaimer.

You can visit this website without notifying who you are and without giving any information about yourself. Although situations may occur that we will need more information about you in order to communicate with you, to book an order or to register your name. We will inform you by all means when we will collect your personal data on internet.

This website does keep track of the amount of visitors, the websites where they come from and which provider the visitor uses to access internet. The data will be exclusively used in such a manner that they cannot be reduced to individuals or persons.

Collected personal data will not be sold or will be made available to third parties. Exceptions can occur only when these data are legally required.

And at any moment you can request to remove your data out of our files. Read our full Privacy Statement  
Exclusion of Liability



All information on this website is meant for personal usage. No right or claims can be derived from the information on this website. All modifications, changes and typing errors reserved. We do our utmost to make the information on this website as accurate and complete as possible.

www.trikko.be does not accept any responsibility for damage in whatever form for using this website or for the incompleteness or inaccuracy of the information on this website.

#### Availability

The information and the recommendations on this website can be altered without a preceding warning or notification. We will exert to the utmost to make this website available as much as possible, but we do not accept any liability for the consequences of the non availability of this website.

#### Copyrights and intellectual proprietary rights

The owner of the copyrights of this website is www.trikko.be or is owned by third parties which have given permission to www.trikko.be to use this information. Multiplication, duplication or reproduction in whatever form is only allowed after preceding permission of TRIKKO BVBA.

These general terms and conditions were last updated on the 6nd January