

Terms and Conditions

General information and contact

Etablissements V. Dehayé (hereafter « Ets V. Dehayé ») provides and sells to traders and consumers established in the European Union tools, materials, items accessories, as taps, reamers, drills, measuring device.

Etablissements V. Dehayé S.A.

Registered office : Rue Georges Moreau straat, 57 à 1070 BRUXELLES

B.C.E. / V.A.T. 0401.878.720

R.P.M. : Bruxelles

Tél : +32 2 5214749

Calls from Monday to Friday : 7h30 A.M. to 5h00 P.M.

Fax : +32 2 5220268

Email: nicolas@dehayé.com

1. – Application and acceptance

Terms and conditions define commitment of each parties on online purchase et selling.

In order to buy online items, customers are required to accept expressly the Terms and Conditions and mark case « *I have read et and I accepted the terms and conditions of Ets V. Dehayé* ».

Unless otherwise expressly stipulated in written, parties agree the Terms and Conditions shall prevail over all agreement, general conditions of the customer. The conditions of the customer that are reproduced or to which reference is made in its letter, email, invoices, order forms or others documents do not apply.

Ets V. Dehayé has the right to revise and amend these Terms and Conditions at any time without prior notice. Terms and Conditions are available, at any time, on the Website. Terms and conditions published on the website are applicable to the order between parties. Further changes will not affect the order.

2. – Specific rules of proof

Parties agree expressly that electronic documents (such emails) are relevant proof.

Except contrary situation, electronic reports of Ets V. Dehayé and those of its subcontractors provide proof of all the transaction with customer.

Customer who provides its credit/debit card number, confirms its order established that it has accepted the order and the Terms and Conditions related to.

Order confirmation is equivalent to a signature.

3. – Purchase of products

3.1. – By passing an order and/or creating an account, the customer accepts Terms and Conditions, orders, prices and description of items.

When items are chosen, customer checks its order, price, delivery information, makes corrections needed and then confirms its order and chooses method of payment.

At the end of the process, customer must mark « *I have read and accepted the Terms and Conditions* ». By clicking on the button « *ordering* », the order is closed and the process is complete.

Ets V. Dehaye send by mail an order confirmation with the detail of the items. By sending this mail, the contract is concluded but it does not mean that items are available.

3.2. – Changes are accepted until Ets. V. Dehaye sends order confirmation.

3.3. – Ets V. Dehaye has the right to refuse or to suspend an order or an account in the following extend:

- wrong information;
- lack of/wrong bank data;
- previous unpaid invoices;
- unresolved dispute;
- insolvency;
- suspicions of customer's suspect behaviours;

If one of the cases below occurs, Ets. V. Dehaye sends to customers an email at the electronic address known.

4. – Tools

4.1. – All of the items are listed onto the website. Free catalogues of products are downloadable on the website. If a contradiction occurs between information, these mentioned on the website prevail those in catalogues.

Information shall include without limitation references, serial number, fabrication number if any, technical characteristics (weight, size and shape, dimensions, power, capacity, speed, accessories, available accessories, etc.), price, availability.

Ets V. Dehaye has the right to vary items available onto the website.

4.2. Unless otherwise expressly mentioned on the website, every item is new and complies with all applicable laws and regulations and Safety of the country and European Union and for which it is destined. Every customer (traders, consumer, foreigner) must check that the items comply with laws, regulation and Safety applicable on the location where it has the intent to use it.

5. – Price and payment

5.1. – The price of any products is in euro and includes V.A.T. Others duties and taxes (import duties etc.), packaging costs, delivery costs are mentioned when the order process is finished and are added to the total amount due.

Assembling and installation costs are always excluded.

5.2. – Prices shall change at any time, but changes will not affect orders entered into force in respect of which Ets V. Dehaye has already sent a order confirmation.

5.3. – Payment is processed immediately after the order is placed and, in any event, prior to the dispatching. Methods of payment authorised are credit cards, debit cards, paypal, stripe.

5.4. – Without regard to dispute arising in relation with an order, entire payment for an order must be paid.

5.5. – Payment and contract are located at the registered office Rue Georges Moreau 57, 1070 Brussels.

6. – Additional costs

Customers bear all additional costs resulting from :

- wrong information making the performance of the coprocontract more difficult ;
- the modification of delivery date and delivery place after the order is confirmed.

7. – Forfeit

As long as customers contracting as traders have not receive an email that confirms the goods have been dispatched, they shall be entitled to terminate the contract by paying 50% of the total price (inclusive of costs).

8. – Right of withdrawal

8.1. – Only customers who contract as consumer shall have a 14 days period to withdraw from the contract. The period begins the day it received the goods.

8.2. – The withdrawal period shall expire after 14 days from, in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer acquires physical possession of the last good.

8.3. – Before the expiry period of withdrawal, the consumer shall inform Ets Dehaye of his decision to withdraw from the contract. An unequivocal communication is send by registered letter or email to the address mentioned in provision 18.

8.4. – The consumer shall send back the goods without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to Ets V Dehaye Sa, Rue Georges Moreau, 57, 1070 Brussels (Belgium).

8.5. – Ets V. Dehaye shall reimburse payment received from the consumer. The consumer shall only bear the cost of returning the goods.

8.6. – The consumer shall be liable for any diminished value of the goods resulting from the handling of the goods.

8.7. – When Ets Dehayé is not able to identify who returns goods, it refuses them.

9. – Delivery – Delivery period – Delay – Dispatching

9.1. – Delivery period quoted on the website and on the order is an estimation. Delivery period shall begin the day on which customer receive a confirmation email.

9.2. – Parcels are dispatched at the place indicated by the customer in its order.

9.3. – U.P.S. or G.L.S. are the dedicated carriers. Customers receive an email when order is despatched which includes an hypertext link to U.P.S. ou G.L.S. website so they can to track their parcels.

9.4. – Ets Dehayé lists availability information for products sold on the website. Ets Dehayé informs the customer by sending an email or calling it when a product is not longer available or temporary out of stock. If it occurs, customer can change its order by adding new same priced product. Customer can also ask to Ets. Dehayé to reimburse all payments received for products bought.

9.5. – Customers accept, at its own risks, that third party on its behalf acquires physical possession of the products.

9.6. – When no-one acquires physical possession of the products, the carrier leaves instructions to withdraw products.

9.7. – If customer is not in when parcels are delivered for the first time, it has a 10 days period to ask for delivery at the store or to sort out a more convenient delivery time.

In this case, customer must contact the carrier and pay delivery charges.

When the 10 days period has expired, Ets. V. Dehayé is entitled to charge customer for storing items in its warehouse. For every item stored, an amount of 5,00 € is due.

9.8. – Items which are not removed within 3 months from the day of the first delivery at home or at the store are relinquished. If occurs, Ets. V. Dehayé shall be entitled, without prior notice, at his discretion to get rid of them without prejudice to any claim for damages.

9.9. – When delivery is delayed, Ets V. Dehayé gives the information to the customer.

If delay exceeds 15 working days from the delivery day announced, the customer shall be entitled to terminate the contract, without any costs, by sending a register letter and after having sent to Ets V. Dehayé a notice to deliver items within a reasonable additional delivery period.

If the order has been paid, the customer is reimbursed without undue delay and not later than 14 days from the day on which Ets. V. Dehayé receives the register letter.

The reimbursement shall never exceed the price paid by the customer.

10. – Force majeure events

Force majeure shall mean any unforeseen and irresistible event beyond reasonable control of parties which prevents performance of the contract in whole or in part.

Without limitation, a force majeure event includes any strike (inclusive Ets. V. Dehayé's workers, suppliers workers, carriers workers), lock-out, burning, flood, shortage of materials, equipment breakdowns, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, decrees, legislation, regulations or restrictions of any government, hacking, personal data breaches by third party known or unknown, impossibility of the use of public or private telecommunications networks;

Ets V. Dehayé doesn't need to settle conditions of force majeure event.

In the event of a delay or difficulties in delivery, Ets V. Dehayé shall be entitled, without prejudice, to extent time for delivery. The extended period shall not exceed the period of the event of force majeure.

If Ets. V. Dehayé is not able to perform the order due to such an event, it is entitled to terminate the order without formal notice and damage.

If an event of force majeure occurs, performance of Ets. V. Dehayé shall be suspended for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended without penalty for an equal period.

If the event impacts definitively the performance of the order, the contract shall be terminated without prior notice. The customer shall not be entitled to claim for damages.

11. – Guarantees

Apparent defect and mistaken orders

11.1. – Customer shall inspect goods for compliance with order specifications. All notification must done in on the delivery document. If customer refuses to take goods, he is required to send, within 48 hours from the delivery day, a register letter to the carrier and Ets. V. Dehayé explaining why it refused to acquire physical possession of goods he ordered.

When this period has expired, items are accepted and it is not possible to return or exchange them. Ets V. Dehayé is not liable for apparent defects.

Customer who doesn't proceed as mentioned above is not be entitled to claim for damages.

11.2. – Ets V. Dehayé reimburse or exchange defective items. Items must be returned in whole, inalterate and clean. This provision is not applicable when orders is due to a mistake.

Latent defects and lack of conformity

11.3. – If latent defect (articles 1641 à 1649 Belgian Code civil) or lack of conformity (articles 1649bis à 1649octies Belgian Code Civil) occurs, customer sent to Ets V. Dehayé a register letter mentioning it within a strict period of 2 months from the day on which latent defect or lack of conformity occurs.

11.4. – Consumers located in Belgium are only entitled to prevail from guarantee based on the ground of provisions 1649*bis* à 1649*octies* Belgian Code civil. This specific guarantee does not mitigate others rights and guarantees.

The guarantee is subjected to a limitation period of two years beginning from the time of delivery or the day where the products were bought.

Customer shall show invoice or delivery note.

Customer shall proof that lack of conformity of the consumer goods was existing at the time the contract was concluded. If he does, he shall be entitled to have the goods restored to conformity with the contract free of charge, choosing either repair or replacement unless those remedies are impossible or disproportionate, or, failing this within a reasonable period, to have the price reduced or the contract terminated;

The consumer is not entitled to have the price reduced if the lack of conformity is minor.

The consumer has no right when he knew or should reasonably knew the lack of conformity at the time of contract.

Latent defects mitigating contracts concluded with traders

11.5. – By virtue of provision 1643 Belgian Code civil, Ets V. Dehayé is not liable for latent defects mitigating products.

12. – Responsibility, tort and liability

12.1. – Ets V. Dehayé shall only do its best efforts.

12.2. – Ets V. Dehayé shall do its utmost to display on its website main characteristics of products and compulsory information.

Catalogues, brochures, prices lists, instructions available on the website are frequently updated. It is not a contractual documentation.

Pictures and short description have no contractual meaning. Ets V. Dehayé shall do its best effort, on the ground of information given by its suppliers, to provide right information complying with quality and nature of the product.

Ets V. Dehayé shall provide, at the risk of the customer, all the descriptive literature, use instruction and maintenance instruction.

12.3. – Customers undertake to read carefully provision 12.2. before placing online an order or downloading use instructions, safety instructions and guidelines concerning products bought available on the website.

Customer undertake to call or send an email to Ets V. Dehayé in the following cases :

- they consider they have no sufficient knowledges ;
- they want advices on goods before making their choice ;

Customers admit and reckon they have taken all information. At their own risks and due to their goal, they elect products. Ets V. Dehayé shall never be liable.

Customers admit and reckon having received all information related to the products specially use and maintenance instruction.

12.4. – Ets V. Dehayé shall not be liable if customers do not comply with instruction and misuse product.

Ets. V. Dehayé shall not be liable for damages suffered by or caused to the customer or a third party resulting from use, inappropriate, unjustified use, dismantling, cleaning products use or any other actions in relation with the product.

12.5. – Ets V. Dehayé shall be liable for intent negligence and gross negligence. If occurs, Ets. V. Dehayé shall only indemnify direct damages suffered by or caused to customer or a third party. Indirect damages are excluded.

Customer ensure that third party who use product has read Ets. V. Dehayé Terms and Conditions (inclusive of limitation of liability) and hold Ets V. Dehayé harmless from any third parties actions, suits, claims and demands.

12.6. – Ets V. Dehayé shall be liable for contractual and extracontractual, any damages (consequential etc.) caused to or suffered by customers or third parties. Such liability is limited to the insurance coverage. If insurance does not cover damages, in any event, Ets. V. Dehayé shall be liable for damages limited to the amount corresponding to the price paid for the product multiplied by 1,5.

12.7. – Ets V. Dehayé shall not be liable for any and all direct and indirect damages resulting from disrupted or obsolete/outdated emails address.

Ets V. Dehayé checks reasonably its spams folder because of customers emails could be in. If some customers emails are directed in this folder, Ets V. Dehayé shall not be liable to have not taken them into account.

12.8 – Ets V. Dehayé shall not be liable on the grounds of provision 16.1. Although Ets V. Dehayé shall do its utmost to restore access to the website as quickly as possible.

12.9 – The limitation period shall be 6 months.

13. – Title of goods and passing of risk

13.1 – Ets. Dehayé can retain title of goods until full payment of price included interests, fees, penalties and costs.

At any moment and anywhere, Ets. V. Dehayé is allowed to recover goods.

13.2 – Risk will pass at the moment the customer receives an email from Ets Dehayé acknowledging that the order is received and accepted.

14 – Exception of non-performance

Customer who doesn't fulfil contractual commitment shall authorize Ets Dehayé to suspend his contractual obligations and not delivering/shipping material to be supplied. Ets Dehayé is also entitled to suspend the performance of others contracts concluded with this customer.

15 – Severance and waiver

15.1. – Any waiver and /or non-application of a provision of the terms and conditions must be expressly written and is not interpreted as constituting a waiver and/or general non-application of the Terms and Conditions.

No failure or delay by Ets. V. Dehayé to exercise any right or remedy provided under this contract or by the law constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The right and the remedies provided under this contract are in addition to, and not exclusive of, any rights or remedies provide by law.

The parties shall not be entitled to prevail from an oral or written waiver from the other one

15.2. – Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements, statements and understandings between them, whether written or oral, relating to this subject matter.

If any part of these Terms and Conditions shall be deemed illegal, unlawful, invalid, null or unenforceable under any laws or judgment, all other terms and conditions shall remain unaffected thereby.

The parties agree to do their utmost efforts to negotiate et to replace such individual term by provision of the same or similar effect or meaning, or at least as close as possible to the economic purpose initially pursued by the parties through such individual terms.

16. – Access to the website

16.1. – The website is open 24 hours a day, 7 days a week. Interruptions can occur due to maintenance, delay in data transfer, out of order of hardware and software, server, computer virus, spyware, electric disrupt, etc.

16.2. – The customer is provided to access to the website in accordance with the terms and conditions. Ets. V. Dehayé is entitled to restrict or prevent access to its website to cutomer who shall not comply with terms and conditions or adopt an inappropriate behaviour.

17. – Intellectual property rights

A true and complete list of all the texts, notes, works, patents, trademarks, trade names, illustrations or pictures published on website or downloadable are protected by intellectual property in the whole word.

Customer is not allowed to reproduce, transmit, publish, display, distribute, alter digital or paper copies of any printed or downloaded document.

Customer has not right to use material a content of the website without written explanation such as picture, photograph, video, audio stream, drawing.

Ets. V. Dehaye must be, at any time, identify as website's designer et owner of its content.

Customer acknowledge that materiel and content contained within the website can not be used for personal or commercial uses without prior permission of Ets. V. Dehaye or its licensors.

If customer doesn't fulfil this requirement and prints, copies, reproduces, downloads material and contents, his access to the website will be, without delay, denied. At the choice of Ets. V. Dehaye, he will return or destroy content and material copies done. Ets. V. Dehaye shall be entitled to claim for damage.

18. – Notices

Notices to be given shall only be valid if given in written by letter or registered letter to Ets. Dehaye Rue Georges Moreau straat, 57 à 1070 BRUXELLES.

Electronic notices to be valid must be sent to nicolas@dehaye.com

Ets. Dehaye may give notice, by letter or register letter, to the customer at either the email or postal address provided to Ets Dehaye when it placed its order.

19. – Consumers contracts

When the contract is concluded with a consumer, penalty and compensation clauses are equivalent.

20 – Joint and several liability

When the contract is concluded with several buyers, all of them will be indivisibly and jointly and severally liable to Ets. V. Dehaye for complying with all contractual obligations as set out in the contract.

21. – Language

Terms and conditions exist in several languages. In case of contradiction between French version of terms and conditions and any of its translation, the French version shall prevail.

22. – Applicable law and jurisdiction

The general conditions shall be governed and construed in accordance with Belgian law. The United Nations Convention of Vienna on Contracts for the international sales of goods is expressly not applicable.

In case of any disputes, each party is entitled to suggest to reach a solution by an alternative dispute resolution :

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Any dispute or claim arising out of or in connection with the Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive French jurisdiction of the courts of Brussels.

If customer is consumer, article 624, 1°, 2° et 4° of Belgian Civil Procedure Rules determines competent courts.