

Beware that we don't provide refrigerated deliveries. The customers must take the full responsibility of the delivery in very warm countries or during warm periods (day temperatures above 20°C) considering the perishable nature of the products. ChoFleur will not consider any complaint for damages caused by the weather and climatic conditions during the delivery.

1. LEGAL NOTICE

ChoFleur bvba
Houten Schoen 38
9100 Sint-Niklaas Belgium
Tel.: [+32 \(0\)497 62 43 34](tel:+3220497624334)
BTW: BE 0646.804.809

If you have any suggestions or wish to obtain information relative to this website, please contact us at info@chofleur.com.

2. PURPOSE

2.1. The present General Terms and Conditions of Sale (hereinafter referred to as "G.T.C.S.") define the terms and conditions under which any individual or entity ("the Customer") may order or purchase the products sold online by the company ChoFleur at www.chofleur.com.

3. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

- 3.1. The present G.T.C.S. should be read by the Customer before making an order.
- 3.2. Use of this website by the Customer, i.e. filling in the order form and confirming the order, signifies full and unconditional agreement with the present G.T.C.S., which shall be the only terms and conditions applicable to the following contract.
- 3.3. ChoFleur reserves the right to modify the present G.T.C.S. in part or in full, at any time.

4. CHARACTERISTICS OF THE MERCHANDISE ON OFFER

- 4.1. The products on offer to the Customer are those listed in the catalogue published on this Website. The offer is limited to available supplies and contingent upon proper website operation.
- 4.2. Each product is presented accompanied by a photograph and a description written by ChoFleur. These descriptions, intended to provide the Customer with key product characteristics before the finalisation of any order, may not be used as grounds for any liability action against ChoFleur in any way whatsoever. The product photographs, provided for informational purposes only, are not contractually binding.

5. ORDER PLACEMENT AND CONFIRMATION

5.1. While ordering on the Website, a Customer can open an account and the personal data are and will be treated in strictest confidence. The Customer may ask to delete the personal information by sending a request to info@chofleur.com.
The reply will be made by e-mail only, to the address associated with the customer account.

5.2. To order, the Customer undertakes to fill out the order form fully, carefully and accurately. In other words, the Customer undertakes to complete the lines required to process the order properly:

Specify desired product(s)
Specify billing address
Specify delivery address
Specify desired mode of payment
Order validation after verification
Payment as provided by the terms and conditions

5.3. ChoFleur will confirm the order and the payment :
On the Website, once payment has been made
By e-mail, to the e-mail address indicated by the Customer

5.4. To modify an Internet order
For any order modifications (billing or delivery address, delivery date etc.), please contact us by e-mail at least three working days before the original delivery date.

5.5. ChoFleur reserves the right to refuse an order if the Customer fails to fulfill any one of these obligations. More generally, and for any reason whatsoever, it may refuse any order that appears abnormal or incomplete. No order is final until it has been confirmed ChoFleur. ChoFleur will confirm its acceptance or non-acceptance within 2 business days after entering the order at the website.

6. MEANS OF PAYMENT

6.1. Products may be purchased at the website with credit cards and debit cards via mollie.com. The credit card and debit card payment is validated immediately.

6.2. To be registered, the order must be paid in full.

7. RECORDS

7.1. Purchase orders and invoices are kept on computer, under reasonable security conditions for Mollie.com

7.2. This is a reliable method of storage by Mollie.com over time of electronic documents that can be retrieved by way of proof.

8. THE RIGHT TO CANCEL A CONTRACT

8.1. The consumer's right to cancel a contract within 7 days does not apply to contracts bearing on the supply of perishable food products like those sold by ChoFleur. Therefore, the Customer is not entitled to exercise this right.

8.2. However, if and when it is possible, we will honor a change or cancellation made by the Customer if the package is still in the preparation stage and has not yet been turned over to the carrier for delivery. We determine whether this is possible on a case-by-case basis.

8.3. However, once the package has been turned over to the carrier for delivery, it is no longer possible to honor any change or cancellation. Here, the Customer's account will not be credited with the order amount.

9. SHORTAGE OF SUPPLY

9.1. ChoFleur products are made by artisans, which means that the supply is limited. The name of any product that becomes unavailable will be removed from the online sales catalogue as soon as possible.

9.2. If there is a shortage of a particular product, ChoFleur will call or e-mail the Customer as soon as possible to find a solution:
postpone delivery until the product is available again, if and when this is possible
replace the product with one that is comparable in terms of quality and price

10. PRICES

10.1. The prices listed on the purchase order are in euros, inclusive of shipping charges and taxes.

11. PRODUCT DELIVERY

11.1. Deliveries are made to destinations in Belgium and in selected countries in Europe. You will be able to select your country during the checkout process.

11.2. The Customer is responsible for the information relative to the recipient's name and address. This information should be precise, accurate and complete (e.g. it should include the door code and the floor) to enable delivery under normal conditions.

11.3. If a package has to be returned because there was an error in the address or it was impossible to make delivery to the address indicated, ChoFleur cannot be held responsible in any way.

11.4. If a delivery address is not sufficiently complete or precise, ChoFleur reserves the right to call the recipient to obtain the details needed to make delivery, which means that the telephone number has to be correct and the recipient has to be there to answer the phone.

11.5. We do not take orders for delivery to a post office box address.

11.6. If nobody is at home to take delivery and if there is suitable access to the recipient's post box, the carrier will leave notification instructing the recipient to pick up the package at the indicated address. ChoFleur cannot be held responsible in any way for any deterioration of the products due to any delay in delivery or pick-up.

In case of delivery by courier, and absence by the recipient, the order will automatically be returned to ChoFleur. An extra charge will be levied for the cost of having the product returned to our company.

11.7. If a delivery is made outside the specified time frame, this does not entitle the Customer to any compensation.

11.8. Deliveries are made to all the countries mentioned on our website but we don't provide refrigerated deliveries. The customers must take the full responsibility of the delivery in very warm countries or during warm period considering the perishable nature of the products. ChoFleur will not consider any complaint for damages caused by the weather and climatic conditions during the delivery.

11.9. Finally, once the product has been turned over to the carrier and is under its responsibility, if it is not delivered for any other cause relative to Customs, labor strikes or damage or any other cause of force majeure as defined by the Belgian courts, the sale will be

null and void, and the Client may obtain a refund for the order amount. The Customer is not eligible for any indemnity or compensation of any sort.

12. COMPLAINTS AND REFUNDS

12.1. The Customer must verify that the contents of the package delivered correspond to his order. We will only process complaints received by us within 48 hours of delivery, given the perishable nature of the products

12.2. Complaints should be sent to:

ChoFleur bvba

Houten Schoen 38

9100 Sint-Niklaas - Belgium

E-mail address: info@chofleur.com

12.3. Any refund or credit will be made within 21 days. The Customer will be notified by e-mail.

13. PRODUCT GUARANTEE

13.1. ChoFleur guarantees that its products are produced and packed following strict quality control rules and stored in compliance with current Belgian standards.

13.2. However, ChoFleur cannot warrant the quality of its products if the Customer does not ensure optimal storage conditions or consumes products after more than 4 weeks after delivery date.

14. INTELLECTUAL PROPERTY / COPYRIGHT INFORMATION

14.1. All of the elements used on the website (photographs, illustrations, pictograms, descriptions, logo, trademark) are and remain the exclusive intellectual property of ChoFleur.

14.2. None of the elements used for the Website (e.g. software applications, visual components or audio material) may be reproduced, broadcast, exploited, circulated or used in any way whatsoever, either in part or in full, without express prior authorization from ChoFleur, which holds all of the copyrights.

15. PROTECTION OF PERSONAL INFORMATION

15.1. When a Customer makes an order on the Website, this signifies that he agrees to allow ChoFleur to use his personal information. This information is required to process orders properly.

15.2 All of this information is processed with care and treated in strictest confidence.

15.3 By submitting an order, the customer agrees with the use of the email address as a mean for commercial purpose that can be used by ChoFleur at any moment.

15.4. The personal information of the customer is never released to the public or given to a third party.

16. INDEPENDENCE OF CLAUSES

16.1. If one of the present terms and conditions is found inapplicable or is invalidated for any

reason, this fact will not affect the application or validity of the other provisions contained in the general terms and conditions. A term or condition that has been invalidated or found inapplicable will be replaced by a clause that is as close as possible to it.

17. FORCE MAJEURE

17.1. Neither ChoFleur nor the Customer may be held liable for any failure or delay in the performance of any of the contractual obligations set forth in the present G.T.C.S. if said failure or delay is due to a case of force majeure.

17.2. Here, force majeure is taken to mean any external, unforeseeable and irresistible event as defined by Belgian law. The following are expressly considered to be cases of force majeure in addition to those generally held to be such under Belgian jurisprudence.

Full-scale or partial strikes, lockouts, riots, civil unrest, insurrection, war, severe or unusual weather conditions, epidemics, the interruption of transport or supply for any reason, earthquakes, fires, storms, flooding, water damage, governmental or legal restrictions, legislative or regulatory changes in the business environment, computer failures, the interruption of telecommunications including the operation of telecom networks, any change in the basic mathematical principles governing the theory of cryptographic algorithms, used for public key infrastructure and any other case beyond the control of the Parties preventing normal performance of the contract.

18. GOVERNING LAW

18.1. The present terms and conditions are exclusively governed under Belgian law. Any dispute or litigation relative thereto shall fall under the jurisdiction of the Court of the district of Dendermonde.