

## Preamble

These general terms and conditions of sale ("**GTC**") (and the documents to which they refer) govern access to and/or use of the website <http://javry.com> (the "**Site**") as well as the terms and conditions according to which we provide products (the "**Products**") available for sale on our Site and services (the "**Services**"), in particular through the subscription to a Javry subscription allowing to receive products selected by JAVRY SPRL ("**Javry**").

A customer under the present GTC is :

any natural person, aged at least 18 years and having his delivery address in Belgium, France, Luxembourg, Germany or the Netherlands (the "**Customer-individual**"); or,

any legal entity with a company number and with a place of business in Belgium, France, Luxembourg, Germany or the Netherlands, validly represented by a person authorised to do so (the "**Client-Company**");

and accessing the Site from these same countries (without distinction of quality, the "**Customer**"). The Customer acknowledges that it has full legal capacity to enter into commitments under the GTC.

The Site is accessible in French, Dutch or English.

### 1. Information about JAVRY and the Website

The online shop <http://javry.com> (the "**Site**") has been set up by JAVRY, registered with the Crossroads Bank of Enterprises under the number 0642.737.737, and having its registered office at Rue de Devant-les-Bois 28, 5640 Mettet (Belgium).

The Customer may contact us:

e-mail : [support@javry.com](mailto:support@javry.com) ;

postal mail: Boulevard Général Wahis, 16EA, 1030, Brussels (Belgium).

### 2. Content and Use of the Site

#### 2.1 Accessibility of the Site

##### (a) Registered and non-registered users

In addition to its informative and advertising aspects, the Site is notably an online sales platform accessible to the public. Any person can visit the Site without having to register. However, in order to purchase the Products and/or Services offered on the Website, the (future) Customer will have to create an account either himself or by calling upon a member of the JAVRY team. The provision of identification data (such as surname, first name, e-mail address, delivery address) on the Website is required in order to enable JAVRY to effectively provide the requested service. The Customer understands that it is solely responsible for the correctness and accuracy of the information provided to JAVRY, and that JAVRY accepts no responsibility for any damage suffered as a result of the Customer's failure to provide correct information.

Where the Customer provides personal data to JAVRY, such data will be treated in accordance with JAVRY's Privacy Policy.

(b) Accessibility of the Site

The <http://javry.com> merchant site is an e-commerce site accessible via the Internet, open to any user of the Internet, and is operated and maintained by JAVRY.

The Site is in principle accessible 24 hours a day, 7 days a week, except in case of interruption, scheduled or not, for the needs of its maintenance or case of force majeure. JAVRY cannot be held responsible for any damage of any kind resulting from the unavailability of the Website.

**2.2 Intellectual and industrial property rights of the Site**

(a) Content and presentation of the Site

The Site is an original creation, the content, layout and structure of which are protected by intellectual property rights and/or other rights. The works on the Site (such as texts, logos, drawings, illustrations, images, sounds, audio files, video files and audio-visual files) are also protected by intellectual property rights and/or other rights. All elements of the Website are and remain the exclusive intellectual property of JAVRY.

Any use and reproduction for non-private and/or commercial purposes or for purposes other than consultation or use of the Site, any communication to the public, adaptation, modification, any recording on film or images, photographs or drawings, translation, making available, exploitation, distribution, commercialisation, possession or offering for commercial purposes, offering for sale, sale, dissemination, rental, lending, integration into another website or other medium, reverse engineering, in whole or in part, in any form, manner or medium whatsoever, is prohibited except with the express prior written consent of JAVRY.

(b) Trademarks and Names

Trademarks and names mentioned on the Site, such as personal names, product names, authority names, trade names and company names, are legally protected and all rights are expressly reserved.

**2.3 Hyperlinks on/to the Site**

(a) To third party websites

JAVRY does not control the websites to which hyperlinks are made available on the Website and JAVRY cannot be held responsible for any inappropriate, illicit or illegal content on those websites and for any hyperlinks available on those websites to other websites. The fact that the Website contains hyperlinks to other websites does not imply any endorsement or guarantee of quality by JAVRY.

(b) To the Website

You may not, without JAVRY's express prior written consent, establish on a website (i) any deep link or distribute link to compressed content in .zip or similar format on the Website, and (ii) any framed link or inline link to (any part of) the Website. In all cases of hyperlinks to the (any part of the) Site, the web page containing the hyperlink must, if clicked on in depth, disappear completely and the full URL of the (any part of the) Site must be clearly visible in the address bar.

## **2.4 Personal data**

In principle, a user can visit the Site without providing any personal data. However, in order to be able to access certain parts of the Site or to be able to order certain JAVRY Products and Services, the user may be required to provide certain personal data or JAVRY may be required to collect certain electronic data. For example, this may be the case if a user wishes to register on the Site and create an account.

When JAVRY processes the personal data of its users, it does so in accordance with the applicable data protection laws, including in particular Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR") and in accordance with its Privacy Policy, accessible via the following link: [javry.com/privacy](http://javry.com/privacy).

JAVRY invites the user to review this Privacy Policy and to contact JAVRY at the following e-mail address [hello@javry.com](mailto:hello@javry.com) with any questions regarding the protection of personal data.

## **2.5 Liability**

JAVRY is not responsible for any typographical or other errors, defects or omissions in connection with the content of the Site. In no event will JAVRY be liable for any indirect or consequential damages, any damage to any hardware or device, any loss of data, profit, revenue, savings, customers or business opportunities, any damage to image or reputation, or any moral damages.

## **3. Availability and Accessibility of Products and Services**

### **3.1 Availability on the Website**

The Products and Services offered for sale on the Website are available as long as JAVRY has stock. JAVRY makes reasonable efforts to provide an indication of the availability of Products and/or Services on the Website.

However, it is possible that some Products and/or Services may have become unavailable at the time of preparation for delivery of the Customer's order. If the Customer is unable to receive its order due to such an event, JAVRY undertakes to inform the Customer, who will have the option of either (i) postponing the time of delivery, i.e. when the stock of the Product and/or Service is replenished, or (ii) receiving a refund for the order placed.

### **3.2 Accessibility**

The Products and/or Services offered for sale on the Site can only be ordered from and delivered to Belgium, France, Luxembourg, Germany and the Netherlands.

If the Customer is unable, for whatever reason, to place an order for delivery outside Belgium, France or Luxembourg, JAVRY will cancel the order placed and proceed to a refund in accordance with Article 12.

#### **4. Placing an order**

The Contract between the Customer and JAVRY (the "Contract") will be concluded upon the Customer's validation of the order for Services and/or Products placed in the manner provided below.

At each stage of the ordering process, the Customer agrees to verify the completeness and accuracy of the information provided to JAVRY at the time of ordering. JAVRY cannot be held responsible for any input errors and the consequences thereof.

##### **4.1 Conditions for placing an order**

By placing an order through the Site or by accepting the quotation provided by JAVRY, the Customer warrants that :

he/she is legally capable, and where applicable entitled to represent the Customer, to enter into contracts;

he/she is not precluded by mandatory legislation or public policy from acquiring the ordered good(s);

he is at least eighteen (18) years old.

JAVRY reserves the right to refuse or cancel the order if it can reasonably be concluded that the Customer does not fulfil the above conditions. In any case, JAVRY is not liable if the Customer provides false and/or incomplete information.

##### **4.2 Order procedure**

###### **(a) By means of a JAVRY quote**

In urgent cases, the Customer has the possibility to complete the quotation available online on the JAVRY website. JAVRY's written acceptance of Customer's completed quotation will result in the placing of the order for the Product(s) and/or Service(s) listed in the quotation.

Upon acceptance of the quotation by JAVRY, JAVRY will enter the order into the web shop, and the order will be qualified under the two options described under Article 4.2(b).

After placing the order for the Customer, JAVRY will then issue an invoice and generate payment according to the method chosen by the Customer.

###### **(b) Through the Website**

If Customer wishes to purchase one or more Products and/or Services offered on the Website by one of the following methods:

single order placed through the web shop [javry.com/shop](http://javry.com/shop) ("Classic Orders"). The Customer may add the said Product(s) and/or Service(s) to his/her shopping cart. The shopping cart provides Customer with an overview of the Product(s) and/or Service(s) the Customer intends to order, as well as (i) JAVRY information, (ii) reference to the T&Cs, (iii) delivery information and (iv) payment instructions. Before confirming the order, the Customer may add or remove Products and/or Services from the shopping cart.

recurring order(s) automatically generated by JAVRY's computer system on the basis of the first order placed by the Customer - possibly encoded by JAVRY following activation of a quotation by the Customer - and after Customer's agreement to such an ordering system ("Recurring Order(s)"). The Customer may check and change the parameters of Recurring Orders (e.g. types of products delivered, quantity, frequency of deliveries, stop of deliveries, etc.) at any time through its JAVRY account on the JAVRY website. A summary e-mail of the contents of the Recurring Order is sent to the Customer before each shipment in order to remind him/her of the contents of his/her order and also to give him/her the possibility to modify it if necessary.

#### **4.3 Payment of the order**

Once the Customer agrees with the Product(s) and/or Service(s) to be purchased, he/she can confirm his/her order, and will then be redirected to the payment page or, in case of acceptance of a quote, proceed to payment by

payment by credit card (as soon as the invoice is issued) ;

payment by debit card or Bancontact (as soon as the invoice is issued);

payment by bank transfer (up to thirty (30) days after the invoice is issued);

payment by direct debit (depending on the payment groups). The direct debit form will be given to the Customer when the Contract is signed.

The Contract only covers the Services and/or Products that are the subject of the Confirmation.

#### **4.4 Order Confirmation**

For all orders placed via the JAVRY e-shop or encoded by JAVRY on the basis of a quotation accepted by the Customer, the Customer will receive a confirmation e-mail (the "Confirmation") with the following information

JAVRY's identification data ;

the price applicable to the ordered Products and/or Services;

the description of the ordered Products and/or Services;

the method of payment used;

the billing address;

the chosen delivery method;

the place of delivery and, if applicable, any relevant information relating thereto (e.g. address of the delivery point, opening hours, etc.);

the existence of the right of withdrawal, if applicable.

Except for Recurring Orders, the sales transaction (the "Contract") will be concluded once the Confirmation has been sent to the Customer. For Recurring Orders, the transaction will be deemed to have been concluded after automatic placement of each Recurring Order.

#### **4.5 Error in the order**

If the Customer notices an error in the Products delivered by JAVRY, the Customer immediately notifies JAVRY in writing.

If the error is attributable to :

JAVRY (e.g. the order placed and confirmed does not correspond to the one received): JAVRY commits itself to exchange the erroneously delivered Products free of charge for the actually ordered Products. The shipping costs will be paid by JAVRY.

to the Customer: JAVRY will exchange the erroneously delivered Products for the Products that the Customer had actually intended to order. The shipping costs will be borne by the Customer.

The exchange will only be carried out if the erroneously delivered Products remain intact until they are returned to JAVRY.

### **5. Description of the Products and/or Services**

The Products and/or Services to be delivered to the Customer are those described in the Order or Shipment Confirmation, depending on the type of order placed.

Although JAVRY is committed to providing an accurate and correct description on the Website of the Products and Services, on rare occasions the Products and/or Services delivered may differ slightly from those ordered. Such variations will only concern non-essential features of the Products and/or Services (e.g., the colour of the Product packaging).

JAVRY describes the Products and Services in good faith. However, the images presented on the Site are not contractually binding. JAVRY accepts no responsibility for any errors contained in the description of the Products on the Website. However, if such errors have been brought to JAVRY's attention in writing, JAVRY will, to the best of its ability and within available means, correct such errors as soon as possible.

### **6. Prices**

#### **6.1 General**

The prices of the Products and Services presented on the Site are quoted in Euros (€), either inclusive of all taxes ("VAT"), including Belgian Value Added Tax ("VAT") for individual Customers, or exclusive of VAT ("VAT excluded") for business Customers registered and logged in as such.

Product prices may be subject to discount(s) granted to a Customer by and at the discretion of JAVRY. This will be explicitly stated when the Customer places the order and in the Confirmation.

The applicable prices are those valid at the time of the order placement by the Customer.

JAVRY reserves the right to change its prices at any time. However, changes will not affect orders for which a Confirmation has already been sent to the Customer.

## **6.2 Delivery costs**

Prices do not include logistics and shipping costs, which are mentioned separately and clearly during the ordering process and the conclusion of the Contract, unless expressly mentioned by JAVRY. These costs are therefore charged additionally and indicated before the final validation of the order and thus the conclusion of the Contract.

For any order of more than eighty euros (80 €) exclusive of VAT placed by a business customer, the delivery costs will be offered.

## **7. Payment**

### **7.1 For orders placed via a JAVRY quote**

If the Customer places an order based on a JAVRY quote, which the Customer has accepted, payment will be made as follows

Payment by credit card (upon issuance of the invoice);

payment by debit card or Bancontact (upon invoice);

payment by bank transfer (up to thirty (30) days after the invoice is issued);

payment by direct debit (depending on the payment groups).

### **7.2 For orders placed through the Website**

For payment for all Products and Services, we accept payment by :

for Individual Customers :

Bancontact; or

credit card (Visa, Mastercard and American Express); or

any other undefined future payment method

for business customers :

Bancontact; or

credit card (Visa, Mastercard and American Express); or

bank transfer within thirty (30) calendar days of the invoice being issued; or

SEPA direct debit; or

any other undefined future payment method.

Therefore, when placing the order, the Customer must indicate directly in the area provided for this purpose, the payment option chosen and, if applicable, the card number, its validity date, as well as

its control code located on the back of the card. The full amount of the order will be debited from the credit card on the day the order is placed. The Site allows the Customer to transmit his bank details in a confidential and secure manner when ordering (secure entry by SSL encryption).

The Customer can modify its method of payment by connecting to the customer interface of the Site or by sending an e-mail to [support@javry.com](mailto:support@javry.com).

JAVRY reserves the right to suspend any order processing in case of refusal of payment authorisation by the Customer's bank.

## **8. Shipping**

The Products and Services will be dispatched on the dispatch date, if any, specified in the Confirmation, or if no dispatch date is specified, within a maximum of twenty-eight (28) calendar days of receipt of payment for the Products and/or Services.

## **9. Complaints**

Any complaints regarding a Product and/or Service, including but not limited to requests for refunds, claims for a defective Product or delivery problem, should be sent to JAVRY at the contact details set out in Section 1.

## **10. Right of Withdrawal**

This article applies only to the Customer-individual having the quality of a consumer.

The existence of the Right of Withdrawal and the modalities of its exercise detailed below are also provided in the Confirmation.

Please note that the specific withdrawal terms for the Rental and Maintenance Contract are governed by that Contract.

### **10.1 Existence and exercise of the Right of Withdrawal**

The Customer has a period of fourteen (14) calendar days (the "Cooling-off Period") from (i) the Confirmation of the order for the Service or (ii) the receipt of the Products, without having to give reasons or pay penalties.

If the Customer makes use of its Right of Withdrawal, it informs JAVRY during the Cooling-Off Period by means of the standard Withdrawal Form (see Appendix 1 of the T&C) or in any other unequivocal way.

During the Cooling-off Period, the Consumer shall handle the Product and the packaging with care. He shall only unpack or use the Product to the extent necessary to be able to determine the nature, characteristics and functioning of the Product. The principle here is that the Customer may only handle and inspect the Product as he might do in a shop.

### **10.2 Exclusion of the Right of Withdrawal**

#### **(a) For Services**



The Customer will not benefit from the Right of Withdrawal in case the execution of the Services has started before the end of the aforementioned period of fourteen (14) days, and this after JAVRY has expressly received the Customer's agreement in this respect.

**(b) For Products**

Also excluded from the Right of Withdrawal are

Products that expire quickly or have a short shelf life, such as coffee, milk capsules and any other product whose expiry date falls within 6 months after the purchase date;

sealed Products which, for reasons of health protection or hygiene, cannot be returned and whose seal has been broken after delivery;

Products which, after delivery, have been permanently mixed with other products due to their nature.

**10.3 Consequences of the Right of Withdrawal**

**(a) Return of the Products**

If the Customer exercises the Right of Withdrawal in accordance with the previous paragraphs, he/she must return the Products and/or, if applicable, the JAVRY package received within the framework of the Services in its original and complete condition (accessories, instructions, packaging, original packaging etc.) allowing them to be marketed in new condition as soon as possible to the address that will be indicated by JAVRY.

The return of the Product must be made as soon as possible, but within fourteen (14) days from the date of the notification referred to in Article 4.4 of the T&C. The return costs will be borne by the Customer.

**(b) Refund**

If the aforementioned conditions are met, JAVRY will refund to the Customer the sums paid by the Customer, with the exception of

the delivery costs if the Customer has opted for a special and more expensive delivery; and/or the costs of returning the Products.

**11. End of the Contract**

**11.1 For Products**

When ordering Products, the Sales Contract may be terminated if :

the Customer exercises his right of withdrawal in accordance with Article 10 ;

a case of force majeure occurs and cannot be remedied;

a lack of conformity occurs and the Customer chooses to terminate the Contract in accordance with Article 13.

### **11.2 For the Services**

Except where the Customer has entered into a rental agreement or a maintenance agreement with JAVRY, Customer may terminate the Services at any time. However, termination of the Services will only take effect after three (3) days from the receipt by Javry of the notice of unsubscription.

No fees will be charged upon termination of the Contract by the Customer. The Customer may re-subscribe to our Services after termination of the Contract.

To unsubscribe, the Customer should log in to their account and use the unsubscribe link or notify us by email at [support@javry.com](mailto:support@javry.com).

### **12. Refund Policy**

If the Customer returns a Product under the Right of Withdrawal and the terms and conditions for exercising the Right of Withdrawal are complied with, we will process the refund due to the Customer as soon as possible or at the latest within thirty (30) days from the date of notification of withdrawal by the Customer. In this case, we will refund the price of the Product in full. However, the cost of returning the Product remains at the Customer's expense (see Article 10 above).

If the Customer returns the Product and/or, if applicable, the JAVRY package received as part of the Subscription because it is defective, we will examine the returned Product and/or, if applicable, the JAVRY package and notify the Customer by e-mail if the Customer qualifies under these T&Cs for the return of a new identical package within a reasonable period of time.

### **13. Legal guarantee**

#### **13.1 Existence of the legal guarantee**

The Products are covered by the legal warranty against hidden defects for a period of one (1) year and, only for individual customers, against defects in conformity for a period of two (2) years. In case of delivery of a Product with a hidden defect or being non-conforming, JAVRY undertakes, according to the choice formulated by the Customer, either to refund the price of the Product, or to exchange the Product with an identical Product depending on available stocks, or to exchange the Product with a Product of equivalent quality and price depending on available stocks.

This request must be formulated following the delivery of the Product or the knowledge of the hidden defect, and be addressed in writing to the JAVRY head office, within two (2) months of the knowledge of the hidden defect.

#### **13.2 Exclusion of warranty**

Any Product modified, repaired, transformed in any way whatsoever necessarily excludes the legal guarantee.

### **14. General**

#### **14.1 Modification of the General Terms and Conditions**

JAVRY reserves the right to modify the T&Cs from time to time. The new T&Cs will apply to any order for Products and/or Services confirmed after the entry into force of such modification.

If the Customer has placed an order as a consumer, the Customer will be notified in advance of the forthcoming amendment to the GTC. If the Customer-consumer refuses to accept the new GTC, he/she may terminate the Product(s) and/or Service(s) Sales Agreement - free of charge.

#### **14.2 Non-waiver**

JAVRY's failure to enforce any of the provisions of the T&Cs in its favour shall not be construed as a waiver of its right to do so.

#### **14.3 Separability**

Each article and each paragraph of these GTC are independent of each other. Consequently, the invalidity of one or more articles or paragraphs of these GTC or of the Contracts shall not affect the validity and application of the other provisions contained therein. The Parties undertake to replace the clause considered invalid or illegal with a similar clause.

#### **14.4 Force majeure**

JAVRY is not obliged to fulfil its obligations if a case of force majeure occurs. In this case, JAVRY may either (i) suspend its contractual obligations for the duration of the force majeure, or (ii) permanently terminate the Contract if the force majeure continues.

Force majeure is any event beyond the reasonable control of JAVRY, including, but not limited to, any cause such as: natural disaster, civil unrest, economic sanctions, fire, flood, severe weather conditions, explosion, epidemic, terrorism, labour dispute, strike, any form of industrial action or dispute, as well as any circumstance that would prevent the normal delivery or transport of the Equipment, and other similar situations that may affect JAVRY, its subcontractors, its own suppliers or carriers.

#### **14.5 Applicable law**

To the extent permitted by and without prejudice to the law applicable to consumer contracts, the GTC and the Contract(s) are governed by Belgian law.

#### **14.6 Disputes**

In the event of a dispute relating to the interpretation or execution of these GTC, except for the possibility of a simple default of payment, the Parties shall resort to mediation as organised by the Business Court of Walloon Brabant.

If the mediator fails to reach a negotiated solution within one month of accepting his mission, any remaining dispute shall fall under the exclusive jurisdiction of the courts of the judicial district of Walloon Brabant.



**GENERAL CONDITIONS OF SALE AND USE  
OF THE WEBSITE HTTP://JAVRY.COM**

02/02/2022

ANNEX 1.

Standard Cancellation Form

Please complete this form and return it only if you wish to cancel the Contract to :

[postal address]; or

[e-mail address].

I/We\* hereby notify you of my/our\* withdrawal from the Contract for :

the sale of the following products : \_\_\_\_\_ [product description]\*

the provision of the following service: \_\_\_\_\_ [name of service]\*

Ordered on\*/Received on\* \_\_\_\_\_ [date of order for services or receipt for products]:

[Name(s) of Consumer(s)] \_\_\_\_\_

[Address of Consumer(s)] \_\_\_\_\_

[Signature of Consumer(s)] (only if this form is submitted in paper form)

\* Delete as appropriate or complete as appropriate.