

GENERAL CONDITIONS SPADEL ONLINE STORE

Company details

Spadel SA
Avenue des Communautés 110
1200 Woluwe-Saint-Lambert, Belgium
VAT BE0405.844.436
RPM Brussels.
contact@spafountain.be

Article 1: General

On the online commerce site <https://www.spafountain.be> (the “**Online Store**” or the “site”) of SA Spadel, whose headoffice is located at Avenue des Communautés 110, 1200 Woluwe-Saint-Lambert, Belgium, VAT BE 0405.844.436, RPM Brussels, (“Spadel”) (i) certain goods may be rented and (ii) (additionally) certain items may be purchased online.

These General Conditions (the “**Conditions**”) apply to each order placed by a visitor (the “Customer”) to the Online Store. When an order is placed via the Online Store, the Customer must explicitly accept these Conditions. Thus, he accepts the scope of these Conditions, to the exclusion of all other general or special conditions. All general or special conditions of the Customer are excluded, unless they have previously and expressly been accepted in writing by Spadel.

The Online Store is only intended for businesses (excluding HORECA establishments). Consumers and HORECA establishments are therefore not authorised to place orders on the Online Store. If the Customer does not comply with this provision, he will indemnify Spadel against all consequences that may arise, and Spadel has the right, in any case, to refuse orders.

PART I: RENTAL OF SPADEL WATER FOUNTAINS (“SPA FOUNTAIN”)

Article 2: Property rental

On the Online Store, the Customer can conclude a rental contract for the rental of two different types of water fountains from Spadel, namely (i) a water fountain with a cooling function or (ii) a water fountain with a cooling function and storage cabinet (the “**Device**” or the “**Spa Fountain**”). In order to conclude a rental contract for one of these two Devices, the Customer places the chosen Device in their basket as an “item” (the “**Rental Contract**”). The Devices can only be rented for locations in Belgium. If the Customer wishes to conclude a Rental Agreement for ten (10) Devices or more, he must contact Spadel by email (contact@spafountain.be), after which Spadel will contact the Customer in order to process this order (and will communicate to the Customer the terms and conditions for such an order).

Then, the Customer has the choice of paying the monthly rent (as shown, excluding VAT, on the site) by credit card or by direct debit. At the start of the order process, the Customer must also provide the required contact and company details, so that Spadel can provide the services to the Customer.

After the order/Rental Agreement has been confirmed, one month's rent per Device will be invoiced to the Customer and debited (using the payment method chosen).

The monthly rent (as shown, excluding VAT, on the site) can be indexed annually, at the start of each calendar year, depending on any changes to the health index. The new index will be the health index from the previous December, and the reference index will be the health index from the December of the previous year. The indexation of the monthly rent will take place automatically and the indexed monthly rent will be included in the invoices.

In addition, Spadel reserves the right to modify, a maximum of once a year, the monthly rent (as shown, excluding VAT, on the site) on the basis of objective parameters such as an increase in the prices of raw materials, energy and salary costs. The new rent will be communicated in writing to the Client at least three (3) months before it takes effect. The Client has the right to terminate the Rental Agreement if he does not agree with the new monthly rent.

Article 3: Delivery

After the order/Rental Agreement has been confirmed, the Customer receives a confirmation by email, along with an invoice and a copy of these Conditions.

Spadel, or its logistics partner, will strive to deliver the order within a maximum of four (4) weeks to the address in Belgium provided by the Customer when placing an order on the Online Store. The Customer guarantees that, if no specific delivery date or time has been concluded with Spadel or its logistics partner, the delivery will always be received, provided that the delivery is made on a working day, during office hours (between 8:00 and 18:00). The Customer must have sufficient space so that the order can be delivered and installed at the address provided by the Customer. The Customer must, at its own expense, ensure that the necessary equipment (such as an electrical connection) is present in order for the Device to operate. However, delivery times are always provided by way of illustration and will never give rise to damages.

At the time of delivery, the Customer must sign the delivery note for receipt.

Article 4: Use of the Device

It is the Customer's responsibility to handle the Device with care and to use it only in accordance with the agreed form of use, the instructions for use (provided) and in combination with Spadel products. The Customer is fully responsible for any damage arising from the use of water bottles and systems produced by third parties or from the use of third party devices.

Throughout the duration of the Rental Agreement, Spadel shall ensure that the Device functions properly. In the event of faults or defects in a Device, Spadel will choose, at its sole discretion, to repair these defects or deficiencies, or to replace the Device, within a reasonable time. The costs of repairing or replacing a Device will be borne by Spadel, unless:

- the defects or deficiencies of, or in, the Device result from incorrect, negligent or abnormal use of the Device;
- the defects or deficiencies were caused by problems with the electrical network to which the Device is connected;
- the Device was not used in accordance with the agreed form of use;
- the Device was used in combination with products that do not come from Spadel;
- the Customer has not notified Spadel, in writing, within five working days, of the existence of the fault or defect after the fault/defect was noted (or could have been noted); and/or
- the Customer does not respect, in whole or in part, certain obligations towards Spadel, including its financial obligations.

The Customer also undertakes never to move the Device, without the prior written consent of Spadel.

The Customer will keep the Device in a clean and hygienic condition at all times.

Article 5: Duration and termination of the Rental Agreement

Unless otherwise agreed, the Rental Agreement is concluded for an indefinite period. The Rental Agreement takes effect at the time the Customer confirms his order on the Online Store. Each party has the right to terminate this Rental Agreement in writing provided that a notice period of three (3) months is respected.

Furthermore, Spadel has the right to terminate the Rental Agreement with immediate effect (and therefore without any notice period or compensation) in one of the following cases:

- a breach on the part of the Customer which is not remedied within seven (7) days following the sending of formal notice regarding it by Spadel;
- the Client ceases to exist, threatens to cease its activities, does not respect its legal obligations (including social and tax obligations), or is subject to bankruptcy proceedings or any other procedure relating to the settlement of debts or liquidation, or if it announces that it is going to be subject to these things.

In the event that the Rental Agreement is dissolved or terminated, for whatever reason, Spadel will, after the notice period if applicable, remove (or withdraw), within a reasonable period of time, all Devices belonging to Spadel. At the end of the Rental Agreement, the Customer undertakes to prepare the Devices in order to hand them over to Spadel (or to Spadel's subcontractor) and to cooperate fully in this regard. If Spadel fails to recover the Devices (or have them recovered) due to the Customer (e.g. refusal and/or lack of cooperation), Spadel reserves the right to invoice the Customer for the value of each Device that the Customer still owns. This value will be equal to the book value of the Device at that time. Any unpaid rent will also be due (and payable) upon dissolution or termination of the Rental Agreement (for whatever reason).

PART II: PURCHASING SPADEL ITEMS

Article 6: Online purchase

At the Online Store, the Customer can add one or more items to their basket. Via this basket, the Customer can then close the order process by providing all the details (contact details and company details) so that Spadel can deliver the items ordered.

The Customer can choose between the following means of payment:

- by credit card; or
- by bank card (Bancontact)

Spadel has the right to refuse an order if the Customer has not respected his obligations in the context of another order, or a Rental Agreement with Spadel.

Article 7: Delivery and execution of the contract

After the order has been confirmed, the Customer receives a confirmation by email, along with an invoice and a copy of these Conditions.

Items ordered on this Online Store are only delivered to locations in Belgium.

Delivery is carried out by a logistics partner or by a delivery service used by Spadel, depending on the location of the Customer and the size of the order. Spadel reserves the right to use the logistics partner or delivery service of its choosing. For each order of Spadel items, delivery costs of 0 EURO (excluding VAT) will be

charged, unless this order is made at the same time as the conclusion of a Rental Agreement (in which case delivery costs will not be billed).

Spadel strives to deliver any order to the Customer within a maximum of four (4) weeks. However, delivery times are always provided by way of illustration and will never give rise to damages.

The risk of loss or damage is transferred to the Customer as soon as he (or a third party designated by him, who is not the carrier) has physically received the items. However, the risk is transferred to the Customer upon delivery to the carrier, if the Customer instructs a carrier to transport the items and this choice was not made by Spadel. The risk is also transferred to the Customer if the Customer does not receive his order. In this case, Spadel (or the third party given responsibility for delivery by Spadel) will keep the order for a period of thirty (30) days, with Spadel reserving the right to recover the resulting costs from the Customer.

Article 8: Warranty

The Customer must immediately inform Spadel, in writing, and within five (5) working days, of any visible damage and/or qualitative defects in an item, or any other defect, upon delivery.

Spadel's liability for hidden defects in items delivered by Spadel is limited to defects appearing within six (6) months after delivery. During this warranty period, Spadel undertakes to remedy any defects by repairing or replacing the items concerned (at Spadel's choosing). This warranty obligation on the part of Spadel does not apply to:

- If the defects in the items are defects which result from incorrect, negligent or abnormal use;
- If the defects result from normal wear and tear;
- If the Customer has not notified Spadel, in writing, of the hidden defect concerned within five (5) working days after the defect was noted (or could have been noted).

PART III: GENERAL PROVISIONS

Article 9: Prices

All prices indicated are expressed in EUROS (euros), always excluding VAT and any other tax or duty, which will always be payable by the Customer.

If delivery, reservation or administrative costs are charged, this will be mentioned separately during the payment process at the Online Shop.

The price indication refers exclusively to the items as described verbatim at the Online Store. The accompanying photos are for decorative purposes and may contain items that are not included in the price.

As mentioned in article 2, the monthly rent for a Device may be modified, subject to written notification at least three (3) months before the new monthly rent comes into effect.

Article 10: Offer

Although the Online Store has been created with the greatest care, it is always possible that the information provided is incomplete, contains material errors or is not up to date. Spadel is not liable for obvious errors or errors in the offer. Spadel is only bound by an obligation of means regarding the accuracy and completeness of the information provided. Spadel is in no way responsible for obvious material errors, or typesetting or printing errors.

If the Customer has specific questions about colour, availability, delivery time or delivery method, we ask the Customer to contact our customer services department in advance, via the online form available at the Online Store or by emailing: support@spafountain.be.

The offer is valid while stocks last and may be adjusted or withdrawn at any time by Spadel. Spadel cannot be held responsible for the unavailability of an item. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.

Article 11: Retention of title

In the event that Devices are rented, they remain the exclusive property of Spadel and the Customer undertakes not to sell, transfer, sublet, pledge and/or encumber them with any security. The Devices may only be moved to another address after prior written authorisation from Spadel has been received.

For items sold by Spadel to the Customer, Spadel remains the exclusive owner, until the amounts owed to Spadel for this sales transaction are paid in full.

The Customer undertakes, where applicable, to inform third parties of Spadel's retention of title, e.g. anyone intending to seize the Devices rented or items that have been partially paid for.

Article 12: Liability

Spadel is only responsible in the event of fraud or serious misconduct on its own part or that of its employees.

Spadel cannot, under any circumstances, be held liable for damages arising directly or indirectly from the Customer's negligence, from the wrongful use by the Customer or third parties of the Devices or items delivered, or from modifications made by the Customer or third parties to the Devices or items delivered. The Customer is therefore responsible for all damage resulting from the wrongful or careless use of the Devices or items delivered. With regard to Devices connected to the electrical network, Spadel cannot be held responsible for any damage caused by the electrical network.

Spadel's liability is in any case limited - at Spadel's discretion - to the restitution (of part) of the purchase price of the items or the annual rent of the Device, or to repair or replacement, free of charge, of the items or Device delivered.

Spadel is never responsible for damages resulting from late delivery. Spadel is not liable, either, for consequential damages (including, but not limited to, lost profits).

Article 13: Complaints - customer services department

Complaints relating to delivery must be made known to Spadel in writing within five (5) working days of delivery. Complaints relating to any Spadel invoice must be submitted to Spadel by email, to contact@spafountain.be or by registered post within five (5) working days following the invoice date. The drafting of any complaint does not give the Customer the right to postpone or suspend, even partially, any payment.

Spadel's customer services department may be contacted by email: support.be@spafountain.be or by post, at the following address: SA Spadel, Avenue des Communautés 110, 1200 Brussels. Any complaints may be sent to the above addresses.

Article 14: Payment - sanctions for non-payment

The Customer undertakes, within the framework of Rental Contracts, to inform Spadel without delay of any change to the payment method chosen which could have consequences on the timely payment of the monthly rent to Spadel (including: expiry of credit cards and changes to a bank account).

Without prejudice to the exercise of other rights available to Spadel, in the event of non-payment or arrears, the Customer is liable, automatically and without prior notice, for late payment interest, calculated from the due date and in accordance with article 5 of the Law of 2 August, 2002 on the fight against late payment in commercial transactions, on the unpaid amount. In addition, the Customer is liable, automatically and without prior notice, for a fixed compensation of 10% of the amount concerned, with a minimum of 25 euros per invoice.

Without prejudice to the above, Spadel reserves the right to recover items or Devices that have not been paid for, or have only partially been paid for.

Article 15: Validity - non-waiver

If any provision of these Terms is held to be invalid, illegal or void, this shall not affect the validity, legality and enforceability of any of the remaining provisions.

If Spadel refrains, at any time, from executing or exercising any of the rights listed in these Conditions, this will never be interpreted as a waiver of said provision and will never affect the validity of its rights.

Article 16: Changes to the conditions

These Conditions are supplemented by other conditions that are explicitly referred to, and any other general conditions that Spadel may have. In the event of any conflict, these Terms shall prevail. Spadel reserves the right to modify these Conditions at any time. New orders will be subject to the amended Terms.

Article 17: Evidence

The Client accepts that means of communication and electronic backups can be used as evidence.

Article 18: Applicable law - Disputes

Belgian law is the applicable law, with the exception of the provisions of private international law regarding applicable law.

The courts in the place where Spadel's head office is located have exclusive jurisdiction in the event of a legal dispute.