

General terms and conditions Rhum Mora Mora

Last Modification: december 9, 2018

TABLE OF CONTENTS

- Clause 1 – Identity of the seller
- Clause 2 – Applicability & Conditions
- Clause 3 – Our offer and your order
- Clause 4 – Right of withdrawal
- Clause 5 – Price
- Clause 6 – Payment
- Clause 7 – Conformity and warranty
- Clause 8 – Delivery and execution
- Clause 9 – Duration
- Clause 10 – Force majeure
- Clause 11 – General conditions of the website
- Clause 12 – Complaints procedure and conflicts

OVERVIEW OF THE KEY POINTS

The general terms and conditions are formulated with the broadest possible content to guarantee a maximum legal protection and to require minimal changes of these general terms and conditions when the website evolves or contains new functions.

There are certain obligations concerning the use of general terms and conditions on websites. Visitors for example are supposed to “accept” the general terms and conditions of the website at their first visit; on every page of the website there has to be a link to the general terms and conditions.

CLAUSE 1 IDENTITY OF THE SELLER

Mora Mora bvba
Lambrechtshoekenlaan 212 mailbox 7
2170 Merksem, Belgium

E-mail address: info@rhum-moramora.com
Telephone number: 0032 477 970 488
Company number: 0699989117
Bank account number: BE24 1325 5030 9838

CLAUSE 2 APPLICABILITY & CONDITIONS

1. Our general terms and conditions are applicable to every offer from us as a Webshop to you as Consumer (every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market).
2. We deliver exclusively in France, The Netherlands and Belgium. If you submit a delivery address outside of these countries, we reserve the right to decline your order.
3. To be able to place an order, you must be above the age of 21. If you are younger than 21, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.
4. Placing an online order on the website constitutes a formal acceptance of our general conditions of sale, which are always available through our website.
5. If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these general terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
6. If in addition to these general terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as consumer can always invoke to your advantage the most preferential text if our general terms and conditions would be contrary to the above special conditions.

CLAUSE 3 OUR OFFER AND YOUR ORDERS

1. We explicitly state in our offer when the latter is only valid for a limited period of time or is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and/or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.
3. Your order is complete and the contract between us is final once we confirm your order by mail and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, Mastercard and Maestro. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment by name of the registered cardholder will not be accepted or processed.
4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery: home delivery or pick up at a set store. In the final step you are led to an overview page, you accept our general terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment obligation". If you have completed these steps, your purchase becomes final.

CLAUSE 4 RIGHT OF WITHDRAWAL

5. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 days from the delivery or the conclusion of the contract. You can then return your order without penalty and without giving any reason (the cost hereof is to be paid by you). Within 14 days after reception of your returned order or your indication that you wish to forgo the agreement, we will pay you back the full purchase price, by the same means of payment through which the order has been paid.
6. The direct costs of the return of the goods will thus be at your expense. We will indicate the costs of the return or make an assessment of the costs, if it is not reasonably possible to calculate them in advance. Should it be impossible to return the goods by postal service, we will pick up the goods from you without charging you additional costs.
7. We can refuse repayment as long as we have not received the returned goods or until you haven't shown you have returned the goods, depending on which event occurs first.
8. We expect you to handle the order as well as the packaging with the utmost care during the first 14 days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wishes to retain them. Returned goods may be tested, but not used. When returning the goods, you will also have to return all delivered accessories and – if reasonably possible – return the goods in their original condition and packaging as well as taking in account our instructions as listed below.
9. You can return you package through post or courier.
10. In order to exercise your right to withdrawal quickly and correctly, both in case of delivery of services and in case of delivery of goods, you can fill out the form below and send it to info@rhum-moramora.com. We will send you an acknowledgement of receipt of your withdrawal by e-mail.

"MODEL WITHDRAWAL FORM"

(Only fill out and sent this form if you wish to withdrawal the agreement) -

To Mora Mora bvba, Lambrechtshoeckenlaan 212 mailbox 7, 2170 Merksem, Belgium:

I hereby give notice that I withdraw from our contract of sale of the following goods/for the provision of the following service:

-Ordered on (...) Received on (...) (*)

-Name

-Address

-Motivation

-Signature

(only if this form is submitted on paper)

-Date

(*) Delete as appropriate.

CLAUSE 5 PRICE

1. During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and all other levies. Hence, you will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. In that case, we notify this to you prior to the definitive confirmation of your order.

CLAUSE 6 PAYMENT

1. We only accept payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You recognize a safe SSL-connection by the "lock" in the bottom status bar of your browser.

CLAUSE 7 CONFORMITY AND WARRANTY

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a consumer, you dispose over a statutory 2-year warranty on goods purchased from us if this good is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.

To the extent of what is possible or reasonable, you have a choice between replacement or repair. Only if replacement or repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a reduction or to demand the dissolution of the contract of sale.

During the first six months, you can in all cases call upon the guarantee. Afterwards you have to prove that the defects in the goods are not caused by abnormal use.

CLAUSE 8 DELIVERY AND EXECUTION

1. All goods and services are delivered to the address provided by you when ordering.
2. When a good is in stock it will be delivered to the delivery address within a period of 1 to 4 working days. If a good is not in webshop stock, it will be delivered at the delivery address within a period of 2 to 3 working days. We inform you of the delivery period in your order confirmation.
3. Deliveries are made after confirmation of the order, within a period of 2 to 3 working days.

When you order online, you must confirm the order by transferring the monies due. Once the monies are received on our account, you will get a confirmation of your order within 3 days. Once the order confirmation has arrived, your package will be prepared via our services and will be delivered to point of origin the day after. Within 2 to 3 working days the package will be delivered at your home. You will be noticed through e-mail of possible changes of the order.

4. If we are not able to deliver on time, we will always notify you before the end of the delivery period. If we do not, you can cancel your order for free. In that case we will refund you within 30 days after dissolution of the agreement.
5. The shipment of goods and gift vouchers is always at our risk. So you do not have to worry about goods lost during transportation. If you, however, return goods to us within 14 days after delivery because you prefer not to keep them, you will be responsible for the transportation.
6. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days. Subsequently, you have to send the goods back within 14 calendar days after delivery.

7. We cannot be held responsible for any consequential damage suffered due to late delivery or non-delivery by the transporter assigned by the company. In such cases our liability remains limited to the value of the goods of which it is shown that they were not received by the customer.

CLAUSE 9 DURATION

1. The Consumer has the right to terminate a contract of indefinite duration at any time, with due observance of the agreed termination rules and notice of at least one month.
2. A contract which was entered into for a definite period of time has a duration of maximum two years.
3. If a sale of goods contract for a definite period of time stipulates that in the case of non-action of the Consumer the Distance Contract will be extended, the contract will be continued as a contract of indefinite duration and will require a notice of at least one month.
4. If a contract for the provision of services for a definite period of time was concluded between the Company and the Consumer and contains a clause to tacit renewal, this clause will be placed in bold letters and in a frame separated from the text, on the front side of the first page.
5. This clause will contain the consequences of a tacit renewal, among which are the provision of the next paragraph with regards to denunciation as well as the last possible date of opposition against the tacit renewal by the Consumer and the manner of notification of this opposition. The Consumer may, after the tacit renewal of a service contract of definite duration, at any given time and without any compensation terminate the contract, with due consideration of a notice of maximum two months.

CLAUSE 10 FORCE MAJEURE

1. In case of force majeure, we are not committed to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, operating faults, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

CLAUSE 11 GENERAL CONDITIONS OF THE WEBSITE

1. Applicability & conditions website – To be able to see the content of the website, you have to accept these general conditions, including the Privacy conditions. We maintain our right to modify these general conditions on a regular basis and without prior notice. You should occasionally check on this page if the general conditions have been modified. Possible changes are applicable after publication thereof. If you continue to use the website, you are supposed to accept these general conditions, including the Privacy conditions.

You may only use this website if you have reached the minimum legal age to buy alcohol in the country where you are residing and the country from where you open this website. If this is not the case, you can be violating the laws and regulations that apply in the country where you reside or from where you open this website, and you should immediately close this website.

Immediately close this website if you don't accept these general conditions.

2. Rights – All rights to material and content (including, but not restricted to, text, images, web pages (including code, interface and structure of the website) and video, the “look and feel”, design and compilation thereof) on this website are the property of Mora Mora bvba. You commit to only use this material and/or the content as defined in these general conditions or as explicitly given with our written consent, and to not copy such material or content, nor to reproduce, to send, to disclose publicly, to distribute, to exploit commercially, to modify, to translate, to change, to bundle, to combine, to mix up or to make available for others or to make derivative works of provided material or content.
3. Intellectual property – We are the owner and/or authorised user of all trademarks, services, designs, patents, copyrights, database rights and all other intellectual properties that appear on the website or are integrated within, unless otherwise stated. Unless provided in these general conditions, the use of this website does not give you any right, title, interest or licence for any such intellectual property through which you should have access via the website. Unless provided in these general conditions, every reproduction of the intellectual property is forbidden.
4. Copy – You may browse this website and make prints of material on this website, exclusively for legal, personal and non-commercial use. Every other form of copying in electronic form, hard copy or any other format is forbidden and can form a violation of the intellectual property rights and other rights worldwide. Moreover, you cannot reproduce, send, disclose publicly, distribute, modify, translate, change, bundle, combine, mix up or make available for others, or make derivative works of provided material, or use for commercial purposes. All other rights are reserved.

CLAUSE 12 COMPLAINTS PROCEDURE AND CONFLICTS

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact us at info@rhummoramora.com. We will do the utmost to deal with your complaint within 7 days.
2. All contracts we conclude with our customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current general terms and conditions will in the first instance be done in accordance to Book VI of the Belgian Commercial Code.

3. By way of Alternative Dispute Resolution measure, the Federal Service de Médiation des Consommateurs has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <https://www.mediationconsommateur.be/en>

4. In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <https://ec.europa.eu/odr>

