

GENERAL TERMS AND CONDITIONS

Last updated on 1 March 2021

The website:

www.xclusiveluxury.com

is an initiative of:

Trikko bvba

Felix Goossensstraat 46 box A 1930 Zaventem

Company number (KBO number): BE 0544.426.356

E-mail: info@xclusiveluxury.com

I. GENERAL CONDITIONS OF USE

1. Scope

These General Terms of Use apply to any visit or use of the Platform by an Internet user (hereinafter referred to as the "**User**").

By visiting or using the Platform, the User acknowledges that he/she has read these General Terms of Use and expressly accepts the rights and obligations set forth therein.

By way of exception, the provisions of the General Terms of Use may be waived by written agreement. Such waivers may consist of the modification, addition or deletion of the provisions to which they relate and shall not affect the application of the remaining provisions of the General Terms of Use.

We reserve the right to change our General Terms of Use at any time and without prior notice, but we undertake to apply in relation to a User the provisions in force at the time the User used the Platform.

2. Platform

a. Accessibility and navigation.

Access to and use of the Platform is reserved for persons 18 years of age and older. Each User declares on their honour that they have reached the required age. We reserve the right to request proof of the User's age by any means.

We take all reasonable and necessary measures to ensure the proper functioning, security and accessibility of our Platform. However, we cannot provide an absolute guarantee of

operation and our actions should therefore be considered as being covered by a means commitment.

Any use of the Platform is always at the User's own risk. We are therefore not liable for damages that may result from any malfunctions, interruptions, defects or even harmful elements on the Platform.

We reserve the right to restrict access to the Platform or interrupt its operation at any time, without prior notice.

b. Contents

Trikko bvba largely determines the content of the Platform and takes great care with the information on it. We take all possible measures to keep our Platform as complete, accurate and up-to-date as possible, even when the information on it is provided by third parties. We reserve the right to modify, supplement or delete the Platform and its content at any time, without incurring any liability in this regard.

Trikko bvba cannot offer an absolute guarantee regarding the quality of the information on the Platform. As a result, it is possible that this information is not always complete, accurate, sufficiently accurate or current. Consequently, Trikko bvba cannot be held responsible for any damage, direct or indirect, that the User might suffer as a result of the information provided on the Platform.

If certain content on the Platform is in violation of the law or the rights of third parties or is contrary to good morals, we ask each User to notify us by email as soon as possible, so that we can take appropriate action.

Any download from the Platform is always at the User's own risk. Trikko bvba is not liable for damages, direct or indirect, resulting from such downloads, such as loss of data or damage to the User's computer system, which are the sole and exclusive responsibility of the User.

c. Services reserved for registered Users

1) Registration

Access to certain services is limited to Users who have completed registration on the Platform.

Registration and access to the services of the Platform are reserved exclusively for natural persons over the age of majority and who are legally competent, after completing and validating the registration form available online on the Platform and after accepting these General Terms of Use.

At the time of registration, the User undertakes to provide accurate, complete and current information about him/her. The User must also regularly verify the data pertaining to him/her to ensure its accuracy.

Thus, the User must provide a valid email address, to which the Platform will send him/her a confirmation of the subscription to our services. An email address cannot be used more than once to subscribe to the services.

Any communication from the Platform and its partners is therefore deemed to have been received and read by the User. The latter therefore undertakes to regularly consult the messages received at this email address and, if necessary, to reply within a reasonable time.

Also, only one registration is allowed per person.

The User will be assigned an identification code with which he/she can access a space reserved for him/her (hereinafter the "**Personal Space**"), subject to entering his/her password.

The username and password can be changed by the User online in his or her Personal Space.

The password is personal and confidential. The User undertakes not to disclose it to any third party.

In any case, Trikko bvba reserves the right to refuse a request to register with the services of the Platform in case of non-compliance with these General Terms of Use by the User.

2) Unsubscribe

The User who is regularly registered may request to unsubscribe at any time by going to the dedicated page in his Personal Space. Any deregistration from the Platform will be effective as soon as possible after the User fills out the appropriate form.

3. Links to other websites

The Platform may contain links or hyperlinks to external websites. Such links do not automatically imply that there is a relationship between Trikko bvba and the external website or even that there is an implicit agreement with the content of these external websites.

Trikko bvba has no control over such external third party websites.

We are therefore not responsible for the safe and correct functioning of the hyperlinks and their final destination. Once the User clicks on the hyperlink, he/she leaves the Platform. We can therefore not be held liable for any further damage.

4. Intellectual Property

The structure of the Platform, as well as the content, texts, graphics, images, photos, sounds, videos, databases, computer applications, etc. from which the Platform is composed or which are accessible through the Platform, are the property of Trikko bvba or Trikko bvba

has obtained the necessary rights, and as such are protected by the current and applicable legislation on intellectual property.

Any representation, reproduction, adaptation or partial or full exploitation of the content, brands and services offered by the Platform, by any means whatsoever, without the prior, express and written consent of Triikko bvba, is strictly prohibited, except for elements expressly designated as "royalty-free" on the Platform.

The Platform User is granted a limited right to access, use and display the Platform and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal and non-commercial purposes. Unless otherwise agreed in writing in advance, the User is not permitted to modify, reproduce, translate, distribute, sell or communicate to the public the protected elements, in whole or in part.

The User is prohibited from entering data on the Platform that would or could alter the content or appearance of the Platform.

5. Protection of personal data.

We assure Users that we attach the utmost importance to the protection of their privacy and personal data, and that we always strive to communicate clearly and transparently in this regard.

The personal data provided by the User during his visit or use of the Platform are collected and processed by Triikko bvba exclusively for internal purposes. Triikko bvba undertakes to comply with the applicable legislation in this area, in particular the Regulation (EU) 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 (the "General Data Protection Regulation" or "GDPR") and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

The User's personal data is processed in accordance with the Privacy Policy available on the Platform.

6. Applicable law and competent jurisdiction

These General Terms of Use are governed by Belgian law.

In case of dispute and in the absence of an amicable solution between the parties, the dispute shall be submitted to the courts of the judicial district where Triikko bvba has its registered office.

7. Other Provisions

Trikko bvba reserves the right to modify, extend, remove, limit or interrupt the Platform and associated services at any time, without notice and without liability.

In the event of a breach of the General Terms of Use by the User, Trikko bvba reserves the right to take appropriate sanctions and compensation measures. Trikko bvba reserves the right to temporarily or permanently deny the User access to the Platform or our services. These measures can be taken without reason and without prior notice. They cannot involve the liability of Trikko bvba, nor give rise to any form of compensation.

The illegality or full or partial invalidity of any provision of our Terms of Use shall not affect the validity and application of the other provisions. In such a case, we shall have the right to replace the provision with another valid provision that serves the same purpose.

II. GENERAL CONDITIONS OF SALE

1. Scope

These General Conditions of Sale define the mutual rights and obligations in the event of the purchase of products or services on the Platform by a User (who, for the purposes of the General Conditions of Sale, is hereinafter referred to as "**Customer**").

The General Conditions of Sale express all the obligations of the parties. The Customer is deemed to accept them without reservation, failing which his order will not be validated.

Exceptions to the provisions of the General Conditions of Sale may be made in exceptional cases, provided that such exceptions are agreed upon in writing. Such exceptions may consist of modifying, adding or deleting the provisions to which they relate and shall not affect the application of the other provisions of the General Terms of Sale.

Trikko bvba reserves the right to change the Terms and Conditions of Sale from time to time. The changes will be applicable as soon as they are put online for any purchase after that date.

2. Online store

Through the Platform, the Seller makes available to the Customer an online web shop that presents the products or services offered. The presentation of the products or services offered (e.g. through photographs) has no contractual value.

The products or services are described and presented with the greatest possible accuracy. However, in case of errors or omissions in the presentation, the Seller cannot be held responsible for this.

Products and services are offered within the limits of their availability.

Prices and taxes are listed in the online store.

3. Price

The Seller reserves the right to change its prices at any time by publishing them online.

Only the prices and taxes indicated and in effect at the time of the order apply, subject to availability on that date.

The prices are indicated in euros and do not take into account any delivery costs, which are moreover indicated and invoiced before the validation of the order by the Customer.

The total amount of the order (all taxes included) and, if applicable, the delivery costs are indicated before the final validation of the order.

4. Online ordering

The Customer has the opportunity to complete an order online using an electronic form. By completing the electronic form, the Customer accepts the price and description of the products or services.

To validate his order, the Customer must accept these General Conditions of Sale by clicking on the indicated place.

The Customer must provide a valid email address, billing information and, if applicable, a valid delivery address. Any communication with the Seller may take place through this email address.

In addition, the Customer must choose the delivery method and validate the payment method.

The Seller reserves the right to block the Customer's order in case of non-payment, incorrect address or any other problem on the part of the Customer until the problem is resolved.

5. Confirmation and payment of the order

The Seller remains the owner of the ordered items until full payment for the order is received.

a. Payment

The Customer makes the payment at the time of final validation of the order using the chosen payment method. This validation applies in place of a signature.

The Customer warrants to the Seller that it has the necessary authorizations to use this method of payment and acknowledges that the information provided for this purpose constitutes proof of its agreement to the sale and payment of the amounts due under the order.

The Seller has established a procedure to verify orders and means of payment in order to reasonably guarantee it against any fraudulent use of a means of payment, including by requesting identification data from the Customer.

In case of refusal of authorization to pay by credit card by accredited organizations or in case of non-payment, the Seller reserves the right to suspend or cancel the order and its delivery.

The Seller also reserves the right to refuse an order from a Customer who has not completed a previous order, or has completed it only in part, or with whom a payment dispute is pending.

b. Attachment

Upon receipt of the validation of the purchase with payment, the Seller will send the purchase to the Customer, as well as an invoice, unless the latter is provided with the order.

The Customer may request that the invoice be sent to an address other than the delivery address by making a request to customer service prior to delivery (see contact information below).

In case of unavailability of a service or product, the Seller will inform the Customer by email as soon as possible to replace or cancel the order of this product and possibly refund the price involved, the rest of the order remaining firm and final.

6. Subscription

This article applies in addition to the other provisions of the contract for each subscription that the Customer subscribes to through the Platform.

The subscription entitles you to:

Exclusive access to the "Xclusive Sales" page as well as the opportunity to participate in various events commissioned or collaborated by and with Xclusive Luxury

The Customer will be billed as follows:

Fixed amount of 413.22 euro excl.

All subscriptions are made for the duration of 1 year and are tacitly renewed.

The termination must be done extremely 3 months before the end date and will take effect from the end of the contract.

7. Proof

Communications, orders and payments between Customer and Seller may be evidenced by computerized records maintained in Seller's computer systems under reasonable security conditions.

Orders and invoices shall be archived on a reliable and durable medium which shall be considered as evidence in particular.

8. Delivery

Delivery is made only after confirmation of payment by the Seller's bank.

The products will be delivered to the address indicated by the Customer on the online order form. Additional costs resulting from incomplete or incorrect information provided by the Customer will be charged to the Customer.

Delivery will take place, according to the method chosen by the Customer, within the following time periods:

For standard products, we apply a delivery time of 5 to 7 working days.

Exclusive or customized items, the delivery time is determined in consultation with the customer.

Delivery times are indicative. In case of late delivery, no compensation can be claimed from the Seller or the carrier. However, if delivery times exceed thirty days from the date of the order, the sales contract may be cancelled and the Customer may be reimbursed.

a. Checking the order

Upon receipt of the products, the Customer or the recipient shall verify the good condition of the delivered product or the conformity of the delivered service.

In the event that one or more of the products ordered are missing or damaged, the Customer or recipient must formulate the necessary reservations to the carrier at the time of delivery and immediately notify the Seller.

Verification shall be deemed to have been carried out once the Customer or a person authorized by him has accepted the order without reservation.

Any reservation that is not made according to the rules defined above and within the time limits specified cannot be taken into account and relieves the Seller of any liability to the Customer.

b. Error in delivery

In the event of a delivery error or non-conformity of the products with the information on the order form, the Customer shall notify the Seller within three business days of the delivery date.

Any complaint not made within the time limit cannot be taken into consideration and relieves the Seller of any liability to the Customer.

c. Returns and exchanges

The product to be exchanged or refunded must be returned to the Seller in its entirety and in its original packaging, according to the following modalities:

Return the product by mail within 30 days from the date of delivery of the order and under the responsibility of the sender to the following address: Felix Goossensstraat 46 box A 1930 Zaventem

Any complaint and return not made in accordance with the rules defined above and within the time limits specified cannot be taken into account and relieves the Seller of any liability to the Customer.

Any product to be exchanged or refunded must be returned to the Seller in its entirety and in its original packaging.

The cost of the return shipment shall be borne by the Customer.

9. Warranties

The Seller guarantees the conformity of the products or services with the contract in accordance with the legislation in force at the time of the conclusion of the contract.

If the Customer is a consumer, he has two years from the delivery of the product to implement the legal warranty of conformity. Notwithstanding, if the product purchased was a second-hand good, the warranty period is one year.

The lack of conformity must be reported to the Seller as soon as possible and in any case no later than two months after the discovery of the sale.

10. Right of withdrawal

This article only applies insofar as the Customer is a consumer. If that is the case, the Customer can exercise his legal right of withdrawal and dissolve the contract within 14 working days after the delivery (taking possession) of the goods or within 14 days after the conclusion of the service contract.

a. Return and Refund

This section applies only to the extent that the purchase involves goods.

After being notified of his decision to revoke, the Customer has 14 days to return or return the goods.

The Customer may request a refund of the returned product at no additional cost. However, the cost of return shipment remains the responsibility of the Customer.

The return or exchange of the product can only be accepted for the products if they are still complete, intact and in their original condition, in particular with complete, intact packaging and in a state of resale.

The Seller shall refund to the Customer all amounts paid, including delivery charges, within 14 days of the return of the goods or the sending of proof of shipment of the goods.

b. Exceptions to the right of withdrawal

Any revocation that is not carried out in accordance with the rules and deadlines of this article and applicable law may not be taken into account and relieves the Seller of any liability to the Customer.

If the order relates, in whole or in part, to the delivery of digital content not delivered on a tangible medium, the Customer expressly agrees that the contract may be executed immediately. The Customer hereby acknowledges that he or she loses the right of withdrawal if the contract is executed immediately.

If the order relates in whole or in part to the provision of services, the Customer expressly agrees that the Seller may perform the services immediately. The Customer hereby acknowledges waiving his right of withdrawal as soon as the Seller has fully performed the contract.

c. Template form revocation (Copy/Paste)

For the attention of:

Trikko bvba
Felix Goossensstraat 46 bus A 1930 Zaventem
Company number (KBO/BTW): BE 0544.426.356
E-mail: info@xclusiveluxury.com

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract concerning the good (*)/provision of the service listed below:

Ordered on (*)/received on (*): _____

Name(s) of consumer(s): _____

Address(es) of consumer(s): _____

Signature of consumer(s) (only if this form is completed on paper):

Date: _____

* Strike out what does not apply

11. Data Protection

Seller shall maintain in its computer systems and under reasonable security conditions evidence of the transaction, including the purchase order and invoice.

The Seller guarantees its Customer the protection of its personal data in accordance with the Privacy Policy available on the Platform.

12. Force Majeure

If the Seller is prevented in whole or in part from fulfilling the order due to an unforeseen circumstance beyond its control, it is a case of force majeure.

In case of force majeure, the Seller has the right to suspend the execution of the order in whole or in part for the duration of the force majeure. The Seller will immediately inform the Customer of this.

If the force majeure continues for more than 90 days without interruption, each of the parties shall have the right to unilaterally terminate the contract, by registered letter to the other party. The services already performed by the Vendor shall nevertheless be invoiced to the Customer on a pro rata basis.

13. Independence of Provisions.

If one or more provisions of these General Terms of Sale are declared unlawful or void, the remaining provisions shall remain in full force and effect.

The illegality or the total or partial invalidity of any provision of these General Terms of Sale shall not affect the validity and application of the other provisions.

The Seller reserves the right to replace the illegal or invalid provision with another valid provision of equal purpose.

14. Applicable law and competent court

These General Conditions of Sale are governed by Belgian law.

In case of dispute and in the absence of an amicable solution thereof, the dispute shall be submitted to the courts of the judicial district of the registered office of the Seller.