

GENERAL TERMS AND CONDITIONS COSYCOTTAGEATTHELAKE (translation from Dutch page)

****Article 1 Definitions****

1. Cosycottageatthelake, established in Geel, Belgium, KBO 1010.009.728, is referred to in these general terms and conditions as Cosycottageatthelake.
2. The counterparty is referred to in these general terms and conditions as the customer.

****Article 2 Scope****

1. These terms and conditions apply to all offers, proposals, quotations, orders, agreements, and deliveries of goods and/or services by or on behalf of Cosycottageatthelake to the customer and form an integral part thereof. Any deviation from these terms and conditions can only take place in writing with mutual agreement between both parties.
2. The latest published version of these general terms and conditions is always applicable. Cosycottageatthelake is entitled to unilaterally amend the general terms and conditions if it deems it necessary. In such cases, a new version of the general terms and conditions will be published on its website atelier-cosycottageatthelake.com.
3. If one or more provisions of these general terms and conditions are, at any time, wholly or partially void or annulled, the remaining provisions of these general terms and conditions will remain fully applicable.
4. These terms are deemed irrevocably accepted upon the customer's acceptance of Cosycottageatthelake's services, which are offered via its website www.atelier-Cosycottageatthelake.com, and therefore also upon the customer's acceptance of the quotation, order form, or agreement.
5. The general terms and conditions of Cosycottageatthelake exclude those of the business customer, even if they are of a more recent date, unless expressly agreed otherwise in writing.
6. The customer also acknowledges receiving the quotation, including these general terms and conditions, prior to signing it, having read and understood them, and having had sufficient time and opportunity to request amendments or deletions.

****Article 3 Products****

1. The services and products are manufactured or executed by Cosycottageatthelake upon request and order. Each finished product is thus unique and fully tailored to the customer.
2. The photos of the displayed products and executions, depending on variations in media screens, may show differences in color and shape. Cosycottageatthelake cannot be held liable for any deviations that do not affect the essential characteristics of the finished product.

****Article 4 Provision of Information****

1. The customer shall provide all information, including shipping details, relevant to the execution of the agreement to Cosycottageatthelake in a timely manner.
2. The customer guarantees the accuracy, completeness, and reliability of the information provided, even if it originates from third parties. Cosycottageatthelake will treat the data confidentially.
3. The customer indemnifies Cosycottageatthelake against any damage arising from failure to comply with the conditions mentioned in this article.
4. Cosycottageatthelake is not liable for damage arising from reliance on incorrect or incomplete information provided by or on behalf of the customer.

****Article 5 Agreement****

1. The request for collaboration is established via the website, email, or social media. This request is always discussed in detail according to the applicable procedure described on atelier-cosycottageatthelake.com.
2. The agreement is concluded at the moment when the customer has accepted the offer and/or quotation and meets the stipulated conditions.
3. For the execution of certain significant assignments, a deposit is required. The order will be definitively processed once the agreed-upon deposit has been received in the Cosycottageatthelake account. The account number will always be stated on the quotation, order form, and invoice.
If the agreed amount is not paid within 14 days of notification of the deposit, the agreement will be null and void, and the order will be canceled.
4. Cosycottageatthelake confirms the acceptance of the offer through an order confirmation/order form via email.
5. Cosycottageatthelake ensures a secure web environment. Customer data will be protected with technical and organizational measures. Cosycottageatthelake uses GDPR compliant services of Wix.com Ltd. to collect and store customer data.
6. Cosycottageatthelake reserves the right to cancel or refuse any order from a customer with whom there is an existing dispute regarding the payment of a previous order.

****Article 6 Rates, Revisions, and Payments****

1. The prices stated in our offer, as specified in quotations and proposals, are always quoted in euros, including VAT (21%) and excluding shipping costs.
2. The prices stated in the quotations and offers are only valid until the specified expiration date. If the customer does not accept the quotation or price offer within the specified period, Cosycottageatthelake reserves the right to adjust its quotations or price offers. The agreement is concluded when the customer signs and returns the offer unchanged to Cosycottageatthelake.
3. Each quotation and offer is based on the information provided by the customer at the time of the price request. If it turns out that this information is incorrect, we may adjust the original offer based on the actual situation.
4. If, after accepting the offer, the customer wishes to make changes to the assignment, scope, and/or functionalities, an additional price calculation and supplementary offer will be made based on the modifications, which must also be approved and will be charged, unless otherwise agreed. We reserve the right to suspend the entire execution pending agreement on these modifications.
5. If the customer fails to make timely payment of an invoice, they are in default by operation of law and owe statutory interest. The interest on the amount due will be calculated from the moment the customer is in default until the full amount is paid.
6. If the customer is in default or fails to meet their obligations, all reasonable costs incurred to obtain payment out of court will be borne by the customer.
7. In the event of liquidation, bankruptcy, seizure, or suspension of payment by the customer, the claims of Cosycottageatthelake become immediately due, and any licenses already granted will be immediately terminated.

****Article 7 Term of Execution****

1. Any execution period for the order, if specified, is only indicative unless it has been explicitly agreed in writing to be considered essential and binding, as far as legally permitted. If no term is specified, the order will be executed within a reasonable period. Cosycottageatthelake undertakes to make every effort to adhere as closely as possible to the specified period.
2. Delay in the delivery or execution of the order does not entitle the customer to cancel the order or claim damages and/or suspend their payment obligations. In any case, any event that constitutes an insurmountable obstacle or forces Cosycottageatthelake to temporarily or permanently suspend the order will be considered a case of force majeure, such as (but not limited to) accidents, strikes, pandemics, epidemics, material shortages, transport disruptions, etc., either at Cosycottageatthelake itself or at its suppliers. We will notify the customer as soon as possible.
3. The temporary suspension of the order due to force majeure and/or unforeseeable circumstances will, by operation of law and without compensation, entail that the originally stipulated execution period is extended by a period equal to the suspension period, plus the time needed to resume execution. Any loss or damage caused by chance, force majeure, or by the customer's own fault or by persons for whom the customer is responsible, or whom they allow or tolerate on their premises, is never at expense of cosycottageatthelake.

****Article 8 Payment****

1. After the execution of the order, the final statement/invoice will be sent immediately to the customer by email.
2. Upon receipt of the final statement, the customer shall promptly pay the full amount as stated on the final statement/invoice. This payment shall be made by transfer to the bank account number of Cosycottageatthelake, which is mentioned on the final statement/invoice.

****Article 9 Ownership****

1. All products, materials, and supplies, as well as the works performed, remain the property of Cosycottageatthelake until full payment of its invoices, including principal and any additional charges, has been made. The transfer of ownership will only take place after the entire amount, as stated on the order form and the invoice, has been paid.

****Article 10 Delivery and Shipping****

1. The shipping address will be the address provided by the customer.
2. Cosycottageatthelake is only obligated to deliver within the delivery areas indicated on its website, unless explicitly agreed otherwise.
3. Cosycottageatthelake aims to prepare the order for shipment and actually dispatch it within 3-7 working days after receipt of the payment for the final statement in its bank account, unless another term has been agreed upon.
4. Customs duties, other local taxes, import duties, or state taxes may be applicable. The customer is solely responsible for such costs.

5. Cosycottageatthelake delivers its finished products in the form of a parcel shipment. Within Belgium, we cooperate with B-Post. In other European countries, this is done with PostNL or DHL.
6. The shipment will always include a tracking system. Delivery may also occur with receipt confirmation and a signature.
7. The delivery is considered to have taken place once the order has been handed over to the parcel service by Cosycottageatthelake, and the parcel service has accepted it unconditionally.
8. The order will be delivered to the parcel service in perfect condition and carefully packaged. Cosycottageatthelake will provide a photographic proof.
9. In the event of a specific request from the customer regarding the packaging or transportation conditions of the ordered products, duly accepted in writing by Cosycottageatthelake, the associated costs will be subject to specific additional invoicing, based on an estimate that was previously accepted in writing by the customer.
10. Cosycottageatthelake is not liable for delivery delays or any damage or loss of the shipment caused by the parcel service.

****Article 11 Right of Withdrawal****

1. In general, the customer has a reflection period of 14 calendar days to cancel the purchase of ready-made products. The reflection period starts on the day after the customer receives the product.
2. Cosycottageatthelake exclusively manufactures and sells services, orders, and products on the explicit request and tailored to the customer's specifications (see provisions in Article 3 of these terms and conditions). In this case, these do not fall under the right of withdrawal described in paragraph 1 of this article.
3. The right of withdrawal does not apply to business agreements.

****Article 12 Liability****

1. The execution of the work will be carried out according to the rules of good craftsmanship.
2. All products manufactured by Cosycottageatthelake are depicted and described as accurately as possible. If an error occurs, or the color deviates, Cosycottageatthelake cannot be held liable.
3. Cosycottageatthelake is not liable for deviations in digital designs/versions. Each assignment is handmade and may therefore differ.
4. Cosycottageatthelake cannot be held liable for any damage resulting from the use of its products.
5. Cosycottageatthelake is not responsible for the customer's safety.
6. Cosycottageatthelake is not liable for the occurrence of allergic reactions to fabrics or materials that are part of the product or service provided.
7. The liability of Cosycottageatthelake is always limited to a reduction in price or, if applicable and at most, to a waiver of the outstanding payment, which both parties agree to accept as a final settlement of all accounts. Any price reduction will be determined based on the severity of legally proven errors.
8. The customer indemnifies Cosycottageatthelake against all claims by third parties related to the products delivered by it.

****Article 13 Intellectual Property Rights****

1. The content of the website <https://www.atelier-cosycottageatthelake.com> is owned by Cosycottageatthelake and is protected by Belgian and international legislation relating to intellectual property. Any reproduction, in whole or in part, and any distribution of the content is strictly prohibited and may constitute a copyright infringement.
2. The intellectual property rights to the brand, trade name, designs, and images of Cosycottageatthelake, or those that are part of its website, rest with Cosycottageatthelake and may not be used or reproduced without permission.
3. Any infringement of this article will be prosecuted and entitles Cosycottageatthelake to claim damages.

****Article 14 Complaints and Disputes****

1. The customer is required to submit complaints about the order in writing and with justification via email to Cosycottageatthelake no later than 7 calendar days after receipt of the order. The email address is mary@cosycottageatthelake.com.
2. Cosycottageatthelake will always endeavor to resolve any complaints amicably.
3. When the complaint concerns a damaged package or damage to the product upon delivery, Cosycottageatthelake requests that the customer first address the delivery person and ask them to make a note and take action regarding the issue. Cosycottageatthelake cannot be held responsible for any damage that occurs during the delivery of the package to the customer.

4. The parties will only appeal to a court after they have made every effort to resolve a dispute by mutual agreement. The competent court to handle such a dispute is located in the district where Cosycottageatthelake is established, unless a legal obligation stipulates otherwise.

5. These terms and conditions are governed by Belgian law.

Prepared on 12/11/2024.

cosycottageatthelake