

Terms and conditions version 05/2021, dd 27/05/2021

Company information:

Woodfish VOF
Vijverstraat 11 - BE-9230 Wetteren
BE0725.867.529
info@volume7gin.com
+32 478 15 47 71
(hereinafter Woodfish VOF)

Article 1: Scope

1.1. These general terms and conditions apply to every agreement concluded by a visitor via the webshop www.volume7gin.com (hereinafter "customer") of Woodfish VOF. These terms and conditions are an integral part of the agreement with the customer. These can only be expressly deviated from in writing.

1.2. By ordering online, the buyer declares to Woodfish VOF to have the legal age of at least 18 years to buy and or drink alcoholic beverages. In accordance with Article 6(6) of the Law of 24 January 1977, it may be requested at any time to prove that the customer has reached the minimum age of 18.

1.3. These general terms and conditions prevail over the terms and conditions that originate from the customer or from a third party, even if Woodfish vof has not explicitly protested them.

1.4. The application of these general terms and conditions is explicitly accepted by the customer by concluding an agreement with Woodfish VOF via the webshop, in accordance with the modalities of Article 10 of these general terms and conditions.

1.5. If one or more provisions of these terms and conditions are wholly or partially null and void or would be annulled, this does not entail the nullity of the other general terms and conditions. Woodfish VOF will replace the void clause with a legally valid clause, which will correspond to the original intention, or be as close as possible to it.

1.6. Woodfish VOF reserves the right to refuse an order from the customer. In that case, the customer will be informed without delay.

Article 2: Price

2.1. All prices are expressed as standard in euro, including VAT, taxes and duties. If this is deviated from, taxes, duties and VAT are clearly stated separately. The prices stated on the date of the order apply.

The indication of price refers only to the article as described in words. The images are for illustrative purposes only and may contain elements that are not part of the product or price.

2.2. The delivery costs will be communicated to the customer before he orders. By placing the order, the customer acknowledges that these costs are paid in full by the customer.

Only costs of any after-shipments will be borne by Woodfish VOF.

2.3. Woodfish VOF reserves the right to correct any typos regarding the price. Woodfish VOF may change prices unilaterally if these price changes are due to objective circumstances beyond its control, such as changes in VAT, taxes and excise duties, delivery costs, purchase costs, raw materials, etc. This list of objective circumstances is not exhaustive and applies by way of example.

Article 3: Order

3.1. The agreement between the customer and Woodfish VOF is validly concluded at the time of placing the order. The order is placed by sending it electronically to Woodfish VOF when the corresponding button is clicked.

3.2. The general terms and conditions can be consulted during the ordering procedure and on the website and are made available as a downloadable link on the webshop, with a version number and date.

Article 4: Retention of ownership

4.1. The items remain the property of Woodfish VOF or, if applicable, the property of the partner of Woodfish VOF concerned until full payment of the purchase price and, if necessary, the applicable shipping costs if the customer opts for delivery.

Article 5: Payment

5.1. Payment is always made electronically via the means of payment that are currently offered in the webshop. Each order is immediately payable at the time of the conclusion of the agreement.

Article 6: Delivery

6.1. The delivery of the purchased goods will in principle take place no later than seven (7) working days after receipt of the payment, unless the parties explicitly agree otherwise.

Delay in the delivery of these goods or services does not in any case entitle the customer to any compensation.

6.2. For the delivery of the ordered goods, Woodfish VOF relies on the services of Bpost and DPD, which use their own delivery schedules. Any change to the delivery schedule by Bpost or DPD cannot be attributed to Woodfish VOF.

6.3. If the customer is not at home at the time of delivery or is not able to accept the delivery, the delivery will, as the case may be, take place following the standard procedures of Bpost or DPD.

6.4. If the customer does not collect the delivery within the scope of article 6.3. and in accordance with the standard procedures laid down in Article 6.3. these goods will be returned to Woodfish VOF, the agreement will be deemed to have been terminated unilaterally by the customer. The customer will owe an amount equal to the return costs for this. The remaining balance will be transferred back to the customer by Woodfish VOF.

6.5. If certain goods prove to be unavailable or not delivered after ordering for any reason, Woodfish VOF has the possibility, without prejudice to the provisions of article 9, to dissolve the agreement with reimbursement of the purchase price and shipping costs of the undelivered goods, or to deliver the goods as soon as possible at its own expense. Such dissolution or submission cannot give right to the payment of any compensation by Woodfish VOF.

6.6. Woodfish VOF will inform the customer as soon as possible of the further progress of the delivery of the order in the cases as described in article 6.5. In that case, the customer has the possibility to refuse an after-shipment.

Article 7: Liability

7.1. Despite the fact that the online catalogue and the webshop are compiled with the utmost care, it is still possible that the information offered is incomplete, contains material errors, or is not up-to-date. Obvious mistakes or errors in the offer do not bind Woodfish VOF. As far as the accuracy and completeness of the information provided is concerned, Woodfish VOF only has an obligation of means. Woodfish VOF is under no circumstances liable in the event of manifest material errors, typographical or printing errors.

If the customer has specific questions about e.g. availability, delivery

time or delivery method, we ask the customer to contact our customer service in advance via +32 478 15 47 71 or via info@volume7gin.com

7.2. The offer always applies while stocks last and can be adjusted or withdrawn at any time by Woodfish VOF. Woodfish VOF cannot be held liable for the unavailability of a product. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.

7.3. In addition, Woodfish VOF can under no circumstances be held liable for consequential damage. The extent of any possible compensation for direct damage is limited to the amount of the purchase in question.

Article 8: Right of withdrawal

The provisions of this article only apply to customers who, in their capacity as consumers, purchase items online from Woodfish VOF.

Information about the right of withdrawal:

8.1. The customer has the right to withdraw from the agreement within a period of 14 days without giving any reason and without costs (unless for the costs stated below). The withdrawal period expires 14 days after the day on which the customer or the third party designated by the customer, who is not the carrier, physically acquires possession of the goods.

8.2. In order to exercise the right of withdrawal, the customer must inform us (by regular mail: Woodfish VOF - Vijverstraat 11 - BE-9230 Wetteren, or by e-mail: info@volume7gin.com) of his/her decision to withdraw from the agreement by means of an unambiguous statement. He can use a model form for this. (<https://economie.fgov.be/sites/default/files/Files/Ventes/Forms/formulier-voor-herroeping.pdf>)

If the customer makes use of this option, we will immediately send the customer an acknowledgement of receipt of his/her withdrawal on a durable medium (e.g. by email).

In order to comply with the withdrawal period, it is sufficient for the customer to send the communication regarding the exercise of the right of withdrawal before the withdrawal period has expired.

Exception to the right of withdrawal

8.3. The customer has no right to withdraw from the agreement if the order consists of sealed goods whose seal has been damaged or broken after delivery. After opening or modifying the safety packaging that covers the item in whole or in part, the purchase can no longer be revoked.

8.4. If the customer withdraws from the agreement, he/she will receive back from us all payments made at that time, including delivery costs, without delay and in any case no later than 14 days after we have been informed of the decision to withdraw from the agreement, without prejudice to what is stipulated in article 8.7. Woodfish VOF refunds the customer with the same means of payment with which the customer made the original transaction, unless the customer has expressly agreed otherwise; in any case, the customer will not be charged for such a refund.

8.5. The customer must return or hand over the goods to us undamaged without delay, but in any case no later than 14 days after the day on which he/she has communicated the decision to withdraw from the agreement. This is done on good if the customer returns the goods before this period of 14 days has expired.

8.6. The customer will bear the cost of returning the goods himself.

8.7. Woodfish VOF may wait for reimbursement until it has received the goods back, given the necessary integrity-check, including the sealing of the returned goods.

8.8. The customer is only liable for the depreciation of the goods resulting from damage or use of the goods that goes beyond what is necessary to determine the nature and characteristics of the goods.

Article 9: Force majeure

9.1. In situations of force majeure (such as war, strike, lock-out, power failures, theft, fire, logistical problems with third parties, etc.) which could result in Woodfish VOF not being able to meet its obligations in a timely manner, Woodfish VOF is not liable for any damage that the customer would suffer and can under no circumstances be liable for any compensation. The obligations of Woodfish VOF are suspended for the duration of the force majeure.

Article 10: Express acceptance

10.1. Placing an order with Woodfish VOF via the webshop is only possible if the customer expressly agrees with the content and applicability of these general terms and conditions to the purchase agreement to be concluded. For this purpose, prior to completing the order, the customer will have to check the checkbox next to the entry "I agree to the Terms & Conditions".

Article 11: Product information

11.1. Woodfish VOF strives to inform its customers accurately, fully and correctly about the products it offers to the extent possible.

It is an obligation of means.

11.2. In the event that there are discrepancies between the information provided by Woodfish VOF and those indicated on the product labels, the information on the product labels will prevail.

11.3. The customer must check the available product information at least before proceeding to consumption. By consumption, the customer expressly waives any redress or any claim against Woodfish VOF.

Article 12: Complaints

12.1. Visible defects must be stated immediately upon delivery on the delivery note or the consignment note.

12.2. Any other complaints must be sent to Woodfish VOF immediately, and no later than fourteen (14) days after receipt of the purchased goods.

Article 13: Applicable law and jurisdiction

13.1. All legal relations between Woodfish VOF and the customer are exclusively subject to Belgian law.

13.2. For any dispute between the parties, only the courts of the location of Woodfish VOF, have jurisdiction.

Article 14: Evidence

The customer accepts that electronic communications and backups can serve as evidence.