

## GENERAL TERMS AND CONDITIONS WEBSHOP B2C

### Company data

Ducksday BV  
Schrieksebaan 66, 3140 Keerbergen, Belgium  
info@ducksday.com  
+32 470 68 20 58  
0835.154.756  
VAT: BE0835154756  
RPR Mechelen

### Article 1: Application of these terms and conditions

The e-commerce website of Ducksday, a limited company with registered office at Schrieksebaan 66, 3140 Keerbergen, Belgium, BTW BE 0835154756, RPR Mechelen, (hereinafter referred to as “**Ducksday**”) offers its Customers the opportunity to purchase goods from its webshop online.

These General Terms and Conditions ("Terms and Conditions") govern all transactions, products offers from and orders placed via the consumer webshop of [www.ducksday.com](http://www.ducksday.com) (hereafter our or the “Website”), by the website visitor (the "Customer"). When placing an order via the webshop of [www.ducksday.com](http://www.ducksday.com), the Customer must expressly accept these Terms and Conditions, by which he agrees to the applicability of these Terms and Conditions, to the exclusion of all other conditions. Additional terms and conditions of the Customer are excluded unless they have been explicitly accepted by Ducksday in writing.

### Article 2: Price

All mentioned prices are expressed in EURO, always including VAT and all other taxes or duties to be borne by the Customer.

If delivery, reservation, or administrative costs are charged, this will be stated separately.

The statement of price refers exclusively to the goods as described verbatim. The accompanying pictures are for decorative purposes only and may contain elements that are not included in the price.

### Article 3: Offer

Even though the online catalogue and the e-commerce website are compiled with the greatest possible care, it is still possible that the information provided is incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the offer do not bind Ducksday. Ducksday is only bound by an obligation of means where it concerns the accuracy and completeness of the information transmitted. Ducksday will in no event be liable for apparent material errors, misprints, or printing errors. If we notice there is a clear mistake concerning any of

the products you have ordered, we will promptly inform you thereof. In such event, you will be given the possibility to either cancel your order, or to proceed with your order with application of the updated conditions or modalities.

If the Customer has specific questions about e.g. sizes, colour, availability, delivery time or delivery method, we ask the Customer to contact our Customer service in advance.

The offer is valid if inventory is available and can be modified or withdrawn at any time by Ducksday. Ducksday 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.

#### **Article 4: Online purchases**

The process of ordering at [www.ducksday.com](http://www.ducksday.com) consists of the following steps:

- To order a product, you select the desired product and size and click “Add to cart”.
- Before your order is final, you can check your shopping cart and change your order as desired. To complete your order, click on “Checkout” or the Apple Pay logo. Consequently, you will be asked to complete your personal information and to select the desired payment method and delivery option.
- By clicking “Place Order”, you place a final order and will be bound by the corresponding payment obligations.
- To proceed with payment, you will be redirected to the website or application of the provider of your selected payment method.

Ducksday is entitled to refuse an order following a serious default of the Customer related to any of its (previous) orders.

#### **Article 5: Delivery and execution of the agreement**

After placing an order, the Customer will automatically receive an email from Ducksday confirming the order. As soon as the order is processed by Ducksday, the Customer will receive an email with the track-and-trace code of the shipment. If for any reason the order cannot be processed, the Customer will be notified via email. The order can then be cancelled or changed by mutual agreement. If cancelled, Ducksday will promptly reimburse the concerned amount paid by the Customer.

Goods ordered through this webshop are delivered in Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Cyprus.

Shipping to other countries can be requested via e-mail to [service@ducksday.com](mailto:service@ducksday.com).

The delivery is done by Bpost. The delivery time for Benelux is estimated to be between 2 to 3 working days. For the other countries mentioned on the list above, it is estimated to be between 2 and 7 working days. Ducksday is not liable for possible delays/problems at Bpost.

Shipping cost:

<b>country</b>	<b>shipping fee</b>	<b>free transport from:</b>
Benelux	5,00 €	35,00 €
DE	10,00 €	50,00 €
Other countries from list above	15,00 €	75,00 €

The shipping costs will be added automatically when placing the order if the amount of "free transport" is not reached.

Unless otherwise agreed or expressly stipulated, the goods will be delivered to the Customer's indicated delivery address within 30 days of receipt of the order.

Any visible damage and/or quality defect in a good or other delivery failure must be reported by the Customer to Ducksday immediately via the email address indicated above.

The risk of loss or damage shall pass to the Customer as soon as he (or a third party other than the carrier and designated by him) has acquired physical possession of the goods. However, the risk is already transferred to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and this choice was not offered by Ducksday.

#### **Article 6: Retention of title**

Goods supplied will remain the exclusive property of Ducksday until payment has been made in full by the Customer.

If required, the Customer agrees to alert third parties of the retention of title of Ducksday, e.g., anyone who may lay claim on goods that have not yet been fully paid for.

#### **Article 7: Right of withdrawal**

The provisions of this article only apply to Customers who purchase goods online from Ducksday in their capacity of consumer.

The Customer has the right to withdraw its order within a period of 14 calendar days from receipt without giving reasons.

The withdrawal period expires 14 calendar days after the day on which the Customer or a third party other than the carrier and designated by the Customer acquires physical possession of the goods.

To exercise the right of withdrawal, the Customer must inform Ducksday BV, Schrieksebaan 66, 3140 Keerbergen, Belgium, +32 494 33 98 07, [service@ducksday.com](mailto:service@ducksday.com), by means of an unambiguous statement (e-mail) of its decision to withdraw from the agreement. The Customer can use the attached model withdrawal form for this purpose but is not obliged to do so. The model form for withdrawal can be found on our website:

[http://ducksday.webflow.io/5c7e5ef510414d78c84f92c9/5f3d1949802d6c8633d88fc9\\_Ducksday\\_model\\_form\\_withdrawal.pdf](http://ducksday.webflow.io/5c7e5ef510414d78c84f92c9/5f3d1949802d6c8633d88fc9_Ducksday_model_form_withdrawal.pdf)

To comply with the deadline for withdrawal, the Customer must send his notice concerning his exercise of the right of withdrawal before expiry of the withdrawal deadline.

The Customer must return or hand over the goods to Ducksday BV, Schrieksebaan 66, 3140 Keerbergen, Belgium, without undue delay and in any event no later than 14 calendar days from the day on which the Customer notifies Ducksday of its decision to withdraw from the agreement. The Customer will be on time if the goods are returned before expiry of the 14-calendar day period.

The direct costs of returning the goods shall be borne by the Customer.

The Customer is requested to return the goods in their original condition and packaging, with all accessories, labels and instructions supplied with them. Note that we will only accept and refund your return if the concerned items are unused and returned in good condition, together with all accessories supplied. If the returned good is impaired in any way, Ducksday reserves the right to hold the Customer liable and to claim damages for any decrease in value of the goods resulting from the Customer's use of the goods beyond what is necessary to determine the nature, characteristics and operation of the goods.

All returned goods are carefully examined. The basic principle here is that the consumer may only inspect the good as he would be allowed to do in a shop. Returned goods may be tried on but may not have been used. If an article has suffered a reduction in value due to the Customer's use, this will be charged to the Customer.

If the Customer withdraws from the agreement, Ducksday will refund all payments received from the Customer up to that time, including the standard delivery charge to the Customer within a maximum of 14 calendar days after Ducksday has been notified of the Customer's decision to withdraw from the agreement. For sales agreements, Ducksday may delay the refund until after reception of all goods returned, or until the Customer has provided proof of their return, whichever comes first.

Any additional costs resulting from the Customer's choice of a method of delivery other than the cheapest standard delivery offered by Ducksday will not be refunded.

Ducksday will refund the Customer using 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 any fee for such refund.

#### **Article 8: Warranty and liability**

The consumer is entitled to the legal warranty of conformity and for hidden defects, in accordance with the Belgian Civil Code. This legal warranty is applicable from the date of delivery to the first owner. Any commercial warranty does not affect these rights.

To invoke the warranty, the Customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods.

For goods purchased online and delivered at the domicile of the Customer, the Customer must contact Ducksday Customer Service and return the product to Ducksday at the Customer's expense.

If a defect is detected, the Customer must notify Ducksday as soon as possible. In any case, any defect must be reported by the Customer within 2 months of detection of the defect. Any right to repair or replacement will lapse thereafter.

The legal warranty never applies to defects caused by accidents, neglect, falls, use of the product in a manner contrary to the purpose for which it was designed, failure to comply with the instructions for use or manual, modifications or alterations to the product, heavy-handed use, poor maintenance, or any other abnormal or incorrect use. Defects that manifest themselves after a period of 6 months following the date of purchase, or delivery when appropriate, are deemed not to be hidden defects, unless the Customer can prove otherwise.

The liability of either party will at all times be limited to the value of the Customer's order, where applicable increased with interests and penalties in accordance with article 10.

#### **Article 9: Customer service**

Ducksday's Customer service can be reached at telephone number +32 470 68 20 58, by e-mail at [service@ducksday.com](mailto:service@ducksday.com) or by post at the following address Ducksday BV, Schrieksebaan 66, 3140 Keerbergen, Belgium. Any complaints can be addressed to this address.

#### **Article 10: Penalties for non-payment**

Without prejudice to a party's exercise of any other rights, in the event of non-payment or late payment from the date of default, the defaulting party will be legally liable, without notice of default, to pay interest of 10% per annum on the unpaid amount. In addition, the defaulting party shall automatically and without formal notice owe a fixed compensation of 10% on the unpaid amount, with a minimum of 25 euros per invoice.

Notwithstanding the foregoing, Ducksday reserves the right to repossess goods not (fully) paid for.

#### **Article 11: Force Majeure**

If Ducksday is unable to execute an order in accordance with these Terms and Conditions, due to Force Majeure, either party's obligations will be suspended for the term of the Force Majeure event. If the Force Majeure event causes the delivery to be delayed with more than 30 days, or to be rendered permanently impossible, the Customer's order can be partially or fully terminated by either party, without either party being entitled to claim any compensation for such termination. In such case, any payments made for products that have not been delivered will be refunded. Are for example considered as "Force Majeure" events: Natural disasters, war, riot, lock-out, strikes, electricity outages, governmental measures, failure of telephone or internet service,...

**Article 12: Impairment of validity - non renunciation**

If any provision of these Terms and Conditions is declared invalid, unlawful, or void, this will in no way affect the validity, legality, and applicability of the other provisions. Ducksday's failure at any time to enforce or exercise any of the rights set forth in these Terms will not be construed as a waiver of such provision and will not affect the validity of these rights.

**Article 13: Modification of conditions**

Deviation from these Terms and Conditions is only possible upon prior written agreement of Ducksday.

Please note that Ducksday may amend these Terms and Conditions from time to time for future purposes. The terms and conditions applicable to your purchase are those that apply at the moment you place your order.

**Article 14: Proof**

Either party accepts the use of electronic communications and logfiles as evidence.

**Article 15: Applicable law - Disputes**

These Terms and Conditions, as well as any other conditions applicable to the Customer's order are governed by Belgian law.

The courts of the Consumer's domicile have jurisdiction in the event of legal disputes. The Consumer may also contact the ODR platform (<http://ec.europa.eu/consumers/odr/>).