

## TERMS AND CONDITIONS

*Last updated on May 15, 2022*

The website:

[www.VisEnVersa.com](http://www.VisEnVersa.com)

[www.VisEnVersa.net](http://www.VisEnVersa.net)

(hereinafter the "**Platform**")

is an initiative of:

Vis in Versa

Ivo Dhoore

sijlostraat 31

8020 Ruddervoorde

Belgium

Company number (CBE number): 0748.711.227

Email: [info@VisEnVersa.com](mailto:info@VisEnVersa.com)

Phone: +32491759529

Competent supervisory authority: FASFC pet food 2.303.470.183

(hereinafter "**we**" or "**Vis en Versa**" or the "**Seller**")

### I. GENERAL TERMS AND CONDITIONS

#### 1. Scope of application

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

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

By way of exception, the provisions of the General Terms and Conditions of Use may be waived by written agreement. Such deviations may consist in the amendment, addition or deletion of the provisions to which they relate and do not affect the application of the other provisions of the General Terms and Conditions of Use.

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

By extension, these terms and conditions apply to any transaction entered into with Vis and Versa.

## **2. Platform**

### ***a. Accessibility and navigation***

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 performance and our actions must therefore be regarded as covered by an obligation of means.

Any use of the Platform is always at the User's own risk. We are therefore not liable for damage 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 to interrupt its operation at any time, without notice.

### ***b. Contents***

Vis en Versa largely determines the content of the Platform and takes great care of 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 about it is provided by third parties. We reserve the right to change, supplement or remove the Platform and its content at any time, without incurring any liability for this.

Vis en Versa cannot provide an absolute guarantee with regard to the quality of the information on the Platform. As a result, this information may not always be complete, accurate, sufficiently accurate or current. Consequently, Vis en Versa cannot be held liable for any damage, direct or indirect, that the User may suffer as a result of the information provided on the Platform.

If certain content of the Platform violates the law or the rights of third parties or is against public decency, we request that each User inform us as soon as possible by e-mail, so that we can take appropriate measures.  
to take.

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

### ***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 who are legally capable, after completing and validating the registration form available online on the Platform and after accepting these General Terms and Conditions of Use.

At the time of registration, the User undertakes to provide correct, complete and current information about himself. The User must also regularly check the data relating to him/her to ensure its accuracy.

The User must therefore provide a valid e-mail address, on which the Platform will send him/her a confirmation of the registration to our services. An email address cannot be used more than once to register for 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 he receives at this e-mail address and, if necessary, to reply within a reasonable time.

Also only one registration per person is allowed.

The User is assigned an identification code that allows him/her to 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 Area.

The password is personal and confidential. The User undertakes not to communicate it to third parties.

In any case, Vis en Versa reserves the right to refuse a request to register with the services of the Platform in the event of non-compliance with these General Terms and Conditions of Use by the User.

## *2) Unsubscribe*

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

## **3. Links to other websites**

The Platform may contain links or hyperlinks to external websites. Such links do not automatically imply a relationship between Vis and Versa and the

external website or even that there is an implicit agreement with the content of these external websites.

Vis en Versa 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. As soon as the user clicks on the hyperlink, he/she leaves the Platform. We can therefore not be held liable for 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. of which the Platform is composed or which are accessible through the Platform, are the property of de Vis and Versa or Vis and Versa has obtained appropriate rights and as such are protected by applicable and applicable intellectual property laws.

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 Vis en Versa, is strictly prohibited, with the exception of elements that are expressly designated as 'royalty-free' on the Platform.

The User of the Platform is granted a limited right to access, use and display the Platform and its contents. 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, in whole or in part, the protected elements.

The User is prohibited from entering data on the Platform that would change or may change 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 on this point.

The personal data provided by the User during his visit or use of the Platform is collected and processed by Vis en Versa for internal purposes only.

Vis en Versa undertakes to comply with applicable legislation in this area, in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of that data (the 'General

Data Protection Regulation' or 'GDPR') and the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

## **6. Applicable Law and Competent Jurisdiction**

These General Terms and Conditions of Use are governed by Belgian law.

In the event of a dispute and in the absence of an amicable solution between the parties, the dispute will be submitted to the courts of the judicial district where Vis en Versa has its registered office.

## **7. Other provisions**

Vis en Versa reserves the right to change, expand, remove, limit or interrupt the Platform and associated services at any time, without notice and without liability.

In the event of a violation of the General Terms of Use by the User, Vis en Versa reserves the right to take appropriate sanctions and compensation measures. Vis en Versa reserves the right to temporarily or permanently deny the User access to the Platform or our services. These measures may be taken without reason and without notice. They cannot entail the liability of Vis and Versa, nor can they give rise to any form of compensation.

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

## **II. GENERAL SALES-AGREEMENTS**

### **1. Scope of application**

These General Terms and 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 Terms and Conditions of Sale, is hereinafter referred to as "**Customer**" ).

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

Exceptions to the provisions of the General Terms and Conditions of Sale can be made in exceptional cases, provided that these exceptions have been agreed in writing. Such deviations may consist in amending, adding or deleting the provisions to which they relate and do not affect the application of the other provisions of the General Terms and Conditions of Sale.

Vis en Versa reserves the right to change the General Terms and Conditions of Sale from time to time. The changes will take effect as soon as they are posted online for any purchase after that date.

## **2. Online Store**

Via the Platform, the Seller provides the Customer with an online webshop that presents the products or services offered. The presentation of the offered products or services (eg via photos) have no contractual value.

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

The products and services are offered within the limits of their availability.

The prices and taxes are stated in the online store.

## **3. Price**

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

Only the indicated prices and the taxes in force 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 additionally indicated and invoiced before the validation of the order by the Customer.

The total amount of the order (including all taxes) and, if applicable, the delivery costs will be stated before the final validation of the order.

## **4. Order online**

The Customer has the option of completing 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 Terms and 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 can take place via this email address.

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

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

A large part of our animals are kept indoors (unheated). These animals can only be released if the temperature permits. From October until around Easter (hereinafter referred to as the winter period) this is often no longer (safely) possible.

As soon as the water temperature reaches 15°C, this can resume.

Orders that are fulfilled during the winter period are considered a reservation for the next pond season, unless the customer has an unheated indoor space.

## **5. Confirmation and payment of the order**

The Seller remains the owner of the ordered items until full payment of the order has been received.

### ***a. Payment***

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

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

The Seller has established a procedure to check 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 fulfilled or only partially fulfilled a previous order or who is subject to a payment dispute.

A first order from customers subject to VAT must be paid prior to shipment. When removal or delivery by Vis en Versa itself,

to be paid in cash. For subsequent orders, a payment term of 1 month applies.

### ***b. Confirmation***

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 this effect to Customer Service before delivery (see contact details below).

In the event of unavailability of a service or product, the Seller will inform the Customer as soon as possible by e-mail in order to replace or cancel the order for this product and possibly refund the relevant price, with the remainder of the the order remains firm and final.

## **6. Evidence**

The communication, orders and payments between the Customer and the Seller can be proven by means of automated records, which are kept in the Seller's computer systems under reasonable security conditions.

The orders and invoices are archived on a reliable and durable medium, which is considered in particular as a means of proof.

## **7. Delivery**

Delivery will only take place after confirmation of payment by the bank of the Seller.

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

Delivery takes place, according to the method chosen by the Customer, within the following periods:

Standard delivery 2-3 working days

Maximum delivery time, if in stock at wholesaler: 2 weeks

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

### ***a. Checking the order***



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

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

The verification is deemed to have been carried out as soon as the Customer or a person authorized by him has accepted the order without reservation.

Any reservation not made in accordance with the rules defined above and within the time limits set cannot be taken into account and releases the Seller from any liability towards the Customer.

#### ***b. Delivery error***

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

Any complaint not submitted within the deadline cannot be taken into account and releases the Seller from any liability towards 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 methods:

Returns can be sent within 14 days to:

Vis in Versa

Sijslostraat31

8020 Ruddervoorde

Belgium

Any complaint and any return not made in accordance with the rules defined above and within the time limits set cannot be taken into account and releases the Seller from any liability towards the Customer.

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

The costs for the return are for the account of the Customer.

### **8. 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 conclusion of the contract.

#### **a. Warranty of Conformity**

If the Customer is a consumer, he has two years from the delivery of the product to implement the legal guarantee of conformity.

Notwithstanding, if the purchased product 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.

#### **b. Commercial Warranty**

The Seller offers the Customer a commercial guarantee that includes the following elements:

*Livestock is handled with the utmost care. Should any defect occur, within 30 days of sale and if good housekeeping can be demonstrated, the customer can claim compensation, limited to the purchase price of the affected animals.*

*Shipments are only entitled to compensation if the defect is demonstrated within 12 hours of receipt.*

This commercial warranty covers the following territory:

This guarantee only applies to livestock within the territory of Belgium.

We give no guarantee for transport/sales outside the territory of Belgium.

This warranty does not cover defects caused by abnormal or improper use of the products or caused by any cause unrelated to the intrinsic qualities of the products.

This commercial warranty does not exclude the application of legal warranties.

### **9. Right of withdrawal**

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

#### **a. Return and Refund**

After notification of his decision to withdraw, 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. The costs of return, however, remain at the expense of the Customer.

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

The Seller will refund to the Customer all amounts paid, including delivery costs, within 14 days after 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 time limits of this article and the applicable law cannot be taken into account and releases the Seller from any liability towards the Customer.

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

### ***c. Template withdrawal form***

To the attention of:

Vis in Versa  
Ivo Dhoore  
sijlostraat 31  
8020 Ruddervoorde  
Belgium  
Company number (CBE/VAT): 0748.711.227  
Email: info@VisEnVersa.com  
Phone: +32491759529

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract relating to the good (\*)/provision of the service mentioned below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ordered on (\*)/received on (\*): \_\_\_\_\_

Name(s) of consumer(s): \_\_\_\_\_

Address(es) of the consumer(s): \_\_\_\_\_

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

\_\_\_\_\_

Datum: \_\_\_\_\_

\* Strike out what does not apply

## **10. Data Protection**

The Seller will keep proof of the transaction, including the purchase order and invoice, in its computer systems and under reasonable security conditions.

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

## **11. Force majeure**

If the Seller is wholly or partially prevented from executing the order due to an unforeseen circumstance beyond its control, there 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 thereof.

If the force majeure continues for more than 90 days without interruption, each of the parties has the right to terminate the contract unilaterally, by registered letter to the other party. The services already provided by the Seller will nevertheless be invoiced proportionally to the Customer.

## **12. Independence of the provisions**

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

The illegality or the total or partial invalidity of any provision of these General Terms and Conditions of Sale does 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 for the same purpose.

## **13. Applicable law and competent court**

These General Terms and Conditions of Sale are governed by Belgian law.

In the event of a dispute and in the absence of an amicable solution, the dispute will be submitted to the courts of the judicial district of the Seller's registered office.