

[Business information](#)

RC9000
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[Article 1: Definitions](#)

The following terms in these conditions mean:

Grace period: the period within which consumers can exercise their right of withdrawal.

Consumer: any natural person who is acting for purposes which are outside his trade, business, craft or profession.

Day: calendar day.

Durable medium: any instrument - including an e-mail - which enables the consumer or RC9000 to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

Right of withdrawal: the possibility for the consumer to refrain from the distance contract within

the grace period.

Trader: the natural or legal person who offers distance contracts for products, (access to) digital content to consumers.

Distance contract: any contract concluded between RC9000 and the consumer under an organised distance scheme for products, digital content and/or services, with the exclusive or inclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

Model withdrawal form: the European model withdrawal form included in annex 1 of these terms and conditions.

[Article 2: General provisions](#)

The e-commerce website of RC9000, with its registered office at Vogelhoekstraat 13, 9050 Gentbrugge, Belgium, VAT BE 0642.411.105, provides its customers with the option of buying products from its webshop.

These General Terms and Conditions (‘Terms’) are applicable to all orders placed by a visitor to this e-commerce website (‘Customer’). When placing an order via the webshop of RC9000, the customer must explicitly accept these terms, whereby the customer agrees to the applicability of these terms with the exclusion of all other conditions. Additional customer conditions are excluded, except when explicitly accepted beforehand in writing by RC9000.

[Article 3: Price](#)

All prices listed are expressed in EURO, always include VAT and all other required duties or taxes that the Customer must bear.

Any shipping, reservation or administration fees that are charged are specified separately. The specified price refers solely to the articles as set out in writing. The accompanying photos are intended as decorative and may contain elements that are not included in the price.

[Article 4: Availability](#)

Despite the fact that the online catalogue and e-commerce website are assembled with the utmost care, it is still possible that information may be incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the product selection are not binding for RC9000. With respect to the accuracy and completeness of the provided information, RC9000 is solely bound to obligation of means. RC9000 is in no way liable in event of obvious material or printing errors.

If the customer has specific questions about for instance sizes, colour, availability, delivery terms or method, we ask the customer to contact RC9000 in advance via the contact options indicated on the website.

The product selection is valid while stocks last and may at any time be changed or withdrawn by RC9000. RC9000 cannot be held liable for the non-availability of a product. If an offer is for a limited duration or subject to conditions, this will be explicitly stated in the offer.

[Article 5: Agreement](#)

The agreement is established the moment the consumer accepts the offer and meets the corresponding conditions.

If the consumer has accepted the offer electronically, RC9000 will immediately electronically acknowledge receipt of the offer's acceptance. Until receipt of this acceptance has not been confirmed, the consumer may rescind the agreement.

If the agreement is created electronically, RC9000 will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, RC9000 will take appropriate safety precautions.

RC9000 can - within the law - inform as to the consumer's ability to meet payment obligations, as well as to all other facts and factors that are important to soundly conclude the distance contract. If this investigation gives RC9000 justified reasons not to conclude the agreement, he is entitled to refuse a request or an order or to impose special conditions.

At the latest upon delivery of the product to the consumer, RC9000 will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data medium:

1. RC9000 contact data that the customer can use in case of complaints;
2. the conditions under which the consumer can make use of their right of withdrawal and the method for so doing;
3. information pertaining to existing after-sales services (complaints) and guarantees;
4. the product's price, including all taxes; transportations costs, if relevant; and the distance contract payment methods, delivery or implementation;
5. the model withdrawal form.

[Article 6: Payment methods](#)

The customer can choose between the following payment methods:

- Bancontact
- Giropay

- iDEAL
- Sofort
- Visa
- MasterCard
- bank transfer to account number BE79 3770 8966 6433
- cash payment (only upon collection)

[Article 7: Delivery and implementation of the agreement](#)

RC9000 will exercise the greatest possible care when receiving and implementing orders for

products.

The place of delivery is the address the consumer makes known to RC9000.

With due observance of the stipulations in article 4 (availability) of these General Terms and Conditions, RC9000 executes accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed upon. If the delivery is delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after ordering. In such cases, the consumer is entitled to cancel the contract free of charge and with the right to possible compensation.

In case of cancellation as described above in this article, RC9000 refunds the amount payed by the consumer as soon as possible.

Unless specifically agreed otherwise, the risk of loss of and/or damage to products remains with RC9000 until the moment the products are delivered to the consumer or to a representative previously designated by the consumer and announced to RC9000.

Unless otherwise agreed or expressly stipulated otherwise, the goods will be delivered to the customer's residence within 30 days of order receipt.

Any visible damage to and/or qualitative deficiencies of an article or other deficiency in the delivery must be reported immediately by the customer to RC9000.

The risk due to loss or damage is transferred to the customer at the time the goods have been physically received by the customer (or a third party indicated by the Customer that is not the carrier). However, the risk transfers to the customer upon delivery to the carrier when the carrier received the commission to transport the goods and this option was not offered by RC9000.

[Article 8: Retention of title](#)

Delivered articles remain the exclusive property of RC9000 until the moment the customer pays for the goods in full.

If necessary, the customer undertakes to inform third parties of the retention of title belonging to RC9000, e.g. to anyone who would attempt to seize articles that are not fully paid for.

[Article 9: Right of withdrawal](#)

The provisions of this article apply solely to customers in their capacity as consumers purchasing articles online from RC9000.

The customer has the right to withdraw from the agreement within a period of 14 calendar days without giving reasons.

The right of withdrawal period expires 14 calendar days after the date when the last of the goods were physically received by the customer or a third party indicated by the customer that is not the carrier.

Following products are excluded from the right of withdrawal:

- sealed products where the seal is broken after delivery.
- paints, oils and similar consumables.

[Article 10: Customer obligations during the grace period](#)

During the grace period the consumer will treat the product and packaging with care. The basic principle here is that the consumer may only handle and inspect the product as would be allowed in a store.

The consumer is only liable for product value depreciation if this is the result of handling the product beyond what is described in this article.

[Article 11: Customer right of withdrawal implementation and its costs](#)

To exercise the right of withdrawal, the customer must notify RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium, rc9000@proximus.be) in an unambiguous statement (in writing by post or e-mail) about their decision to withdraw from the agreement. The customer can use the attached model withdrawal form, but it is not obligatory.

To comply with the withdrawal period, the customer must send a notification of their decision to exercise their right of withdrawal before the withdrawal period has expired.

In any event, the customer has no later than 14 calendar days from the day that they notify RC9000 of their decision to withdraw from the agreement to send back or hand over the goods to RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium). The customer is on time if they have sent back the goods before the period of 14 calendar days has expired.

The direct costs for returning the goods shall be borne by the customer.

If the returned product is reduced in value in any way, RC9000 is entitled to hold the customer liable and demand compensation for each depreciation in value of the goods that are due to the customer's use of the goods that goes beyond what is necessary in order to determine the nature and characteristics of the goods.

Only articles that are returned in the original packaging, along with all accessories, instructions and invoice or sales receipt can be returned.

[Article 12: RC9000 obligations in case of withdrawal](#)

If the customer withdraws from the agreement, RC9000 shall repay all payments received from the customer up until that time, excluding shipment costs, only if RC9000 was notified by the customer of their decision to withdraw from the agreement and with a maximum of 14 calendar days of the date once RC9000 has received all the goods. The customer must prove that he has returned the goods.

RC9000 shall repay the customer using the same means of payment as the customer used in the initial transaction, unless the customer explicitly agrees otherwise. Cash payments are an exception to this principle. These will always be refunded by bank transfer. In any case, the customer will not be charged any costs in connection with repayments.

[Article 13: Guarantee](#)

The consumer has certain legal rights under the Act of 21 September 2004 concerning protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date

of delivery to the first owner. These rights remain in force irrespective of any commercial guarantee.

To make a claim under the guarantee, the customer must provide proof of purchase. Customers are advised to retain the original packaging used for the goods.

For articles purchased online and delivered to the customer's residence, the customer must contact RC9000 and to return the product at their own expense to RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium).

Statutory guarantee is never applicable when there are deficiencies that arise as a result of accidents, neglect, falls, use of the product inconsistent with the purpose for which it was designed, failure to follow the operating instructions or manual, modifications or alterations to the article, rough usage, poor maintenance, or any other abnormal or incorrect use.

Deficiencies that manifest after a period of six months from date of purchase or delivery, shall be deemed to not be hidden deficiencies, subject to contrary evidence provided by the customer.

[Article 14: Complaints](#)

RC9000 can be reached via e-mail at rc9000@proximus.be or by mail at Vogelhoekstraat 13, 9050 Gentbrugge, Belgium. Any complaints can be made through the aforementioned channels. Complaints submitted to RC9000 shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time for handling, RC9000 shall respond within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed reply.

If the complaint cannot be solved in joint consultation within the reasonable time of 4 weeks after the date of receipt, this complaint can be considered a dispute open to the dispute settlement rules.

[Article 15: Privacy](#)

The responsible party for processing information, RC9000, respects the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal information. The personal information you share with RC9000 is used only for the following purposes: execution of the agreement entered into, order processing, sending newsletters, advertising and/or marketing purpose.

You have a statutory right to access and eventually correct your personal information. Subject to proof of identity (copy of identity card), you may receive a free paper record of your personal information by sending a written, dated and signed request to RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium, rc9000@proximus.be). If necessary, you can also request the correction of information that is inaccurate, incomplete or irrelevant.

In the case when information is used for direct marketing purposes: you may preclude the use of your information for direct marketing purposes at no cost to yourself. To do so, you can always contact us at RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium, rc9000@proximus.be). We treat your information as confidential and shall not communicate, rent or sell it to third parties. The customer is responsible for maintaining the confidentiality of their login information and the use of their password. Your password is stored in encrypted form and thus RC9000 has no access to your password.

RC9000 saves online (anonymous) visitor statistics in order to determine which webpages are accessed on the internet website and to what extent.

If you have any questions about this privacy statement, please contact us at RC9000 (Vogelhoekstraat 13, 9050 Gentbrugge, Belgium, rc9000@proximus.be).

[Article 16: Use of cookies](#)

When you visit the website, "cookies" may be stored on the hard disk of your computer. A cookie is a text file that is placed by the server of a website via the browser on your computer or on your mobile device when you access a website. Cookies cannot be used to identify individuals. A cookie can only identify a device.

"First-party cookies" are technical cookies used by the RC9000 site itself and are intended to allow the website to operate in an optimal manner. Examples: settings specified by the user during previous visits to the site, or a pre-filled form with data that the user entered during previous visits.

"Third party cookies" are cookies that do not originate from the website itself, but from other websites, such as cookies from Facebook or Google Analytics. The visitor must first provide their consent to allow such cookies from the website - this may occur via a bar the bottom or top of a webpage, with a reference to the associated policy that does not prevent further surfing of the website.

You can set up your internet browser so that cookies are not accepted, or that you receive a warning when a cookie will be installed, or that the cookies will be deleted later from your hard drive. To do so, you must change the settings of your browser settings (via the help function). Keep in mind that in doing so you may prevent certain graphic elements from appearing correctly or you will be prevented from using certain applications.

If you use our website, you agree to the use of cookies.

[Article 17: Invalidation - non-relinquishment](#)

If any provision of these Terms is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by RC9000 to enforce any of the rights set out in these Terms, or to exercise any equivalent right, shall never be deemed as a waiver of such provisions and will never invalidate these rights.

[Article 18: Amendments to the Terms](#)

These Terms may be supplemented by other terms and conditions when explicitly referred to. In case of inconsistencies, the present Terms take precedence.

[Article 19: Proof](#)

The Customer accepts that electronic communications and backups shall serve as furnishing of proof.

[Article 20: Applicable law - jurisdiction](#)

Belgian law is applicable with the exception of the stipulations of private international law with respect to applicable law and with the exception of the Vienna Convention on the International Sale of Goods. Only the courts of the Ghent district have jurisdiction in the case of any disputes. The consumer can also turn to the ODR platform (<http://ec.europa.eu/consumers/odr/>).

[Annex 1: Model withdrawal form](#)

Dear Customer,
You should only complete this form and return it should you want to withdraw from the agreement.

To:
RC9000
Vogelhoekstraat 13
9050 Gentbrugge
Belgium
rc9000@proximus.be

I hereby inform you that I want to withdraw from the agreement concerning the sale of the following goods:

Ordered on (*)/Received on (*):

Name of the consumer:
Address of the consumer:

Signature of the consumer:

Date:

(*) = strike out what is not applicable.