

GENERAL CONDITIONS RELATING TO PROFESSIONALS

Article 1 :

Each use of our website and order placed requires the acceptance of these general conditions, even in the event that they are contrary to the client's general or specific conditions.

Article 2 :

These general conditions, as well as all legal agreements and connections in existence between ourselves and our clients, are subject to Belgian law.

Article 3 :

In the event that one or more of the provisions of these general conditions is declared void and non-invocable with respect to the client, by virtue of mandatory rules of law or otherwise, the remaining clauses of our general conditions shall continue in full force and effect.

Article 4 :

Only courts within the region of Brussels shall have jurisdiction over any disputes which arise from these general conditions or any legal relationship in existence between ourselves and our clients.

Article 5 :

The use of our website and/or the purchase of our products cannot create any form of legal relations between ourselves and our clients.

Article 6 :

We remain free to amend all or part of this text, therefore the client should take steps to verify the current text at the time of use.

Article 7 :

We put everything in place to protect our website from viruses or perpetrators of computer crime, assuming a best efforts obligation in this respect.

Article 8 :

The user's attention is specifically drawn to the fact that, though our website may contain hyperlinks to third party websites, we can not be held responsible for any damage occurring when accessing or using such websites.

The presence of a hyperlink does not imply any legal connection with, nor approval of the content of, websites linked.

Article 9 :

Orders are only valid upon our acceptance and our written confirmation. The products sold on the website www.theblackc.com are fresh products. As a consequence, no right of retractation may be exercised. In conformity with article L121-21-8 of the Consumption Code.

Caviar is by nature a product that deteriorates fast. The idea temperature of conservation is between -2°C and +2°C. It must imperatively been conserved in a refrigerator. The product is to be consumed within the dates indicated at the back of the box. The client is informed that the products are transported by a forwarder.

Article 10 :

The essential characteristics of the products are communicated to the client on our website with, in general, their dimensions, weights, quantities, colours. The client is informed that the photos representing the products are meant to illustrate the products being only indicative of the products.

Article 11 :

Our invoices are payable forthwith prior to delivery. Regardless the method of payment used by the client, bank transfer, electronic payment, le payment will only be considered as effected from the moment when the amount will entirely be on our bank account.

Article 12 :

All sums remaining unpaid by the client at the due date give rise to a legal right, in the absence of preliminary formal notification, to interest calculated at the rate of 1% per month in addition to a contractual penalty of 20%, minimum 150EUR, as well as all collection fees including legal fees.

Article 13 :

In the event of late payment, we are justified in refusing all new orders and deliveries.

Article 14 :

All delivered goods remain our property up until their price is paid in full. In the absence of such payment the goods can be recovered pursuant to formal notification.

Article 15 :

In the case of later orders, goods remaining in the client's possession are primarily deemed to be consumed and cannot raise any claim.

Article 16 :

The client undertakes to :

- refrain from using our website or our products, in an illegal or prejudicial manner, other than for their intended purpose;
- refrain from impeding access to the website, interfering with it or modifying its content ;
- not use the website to spread computer viruses or information of any nature ;
- not violate our intellectual property rights.

Article 17 :

We are exempt from all responsibility for any non-performance of the contract resulting from a force majeure or unforeseen events such as, non exhaustively; strikes, lockout, work-stoppage or other collective troubles, cuts to necessary power supplies, ...

Article 18 :

Forms completed and sent online are filed, but are not made available to the client or any third parties.

Without prejudice to further evidence, it is agreed that the computerised registers in our computer systems, in our server or of our payment associates, are deemed to be proof of exchanges of information, content of orders and, more generally, of all dealings and contact entered into with our clients.

Article 19 :

SPRL SH GLOBAL (Avenue Molière no. 329, 1180 Brussels – Belgium) is in charge of handling data provided by our clients.

Data we receive is stored for internal use, i.e. the automated processing of orders and client management.

Data which may violate privacy is not passed on to third parties and we observe the Belgian law of 8 December 1992 as part of the handling and data-gathering carried out in Belgium via our website.

The law of 8 December 1992 grants you the right to consult, modify and correct such data via our website using the icon "*remarques or/comments*".

We cannot be held in any way directly or indirectly, responsible for any damage suffered due to the incorrect or improper use of personal data that we handle.

Article 20 :

In principle, our deliveries are made within seven working days of an order being placed where stock is available through our carrier.

In order to facilitate this, delivery is arranged in conjunction with the client within seven working days of the order being placed.

The delivery times we provide are for reference only.

Article 21 :

In the absence of a complaint, goods are deemed to have been accepted within 2 hours of delivery.

All complaints regarding latent defects are precluded unless they are sent to us immediately from the discovery of such defect.

We have the right to decide, in case of intervention under warranty or defect to either proceed in the replacement of the defect products.

Whatever the circumstances, in cases of nonconformity and/or an apparent defect and/or a latent defect, the client is responsible for all transportation costs (return) and all travel-related risks.

In any event, our responsibility is limited to the value of the goods which are agreed to be defective, as stated on the invoice and whatever the damage suffered.

The client accepts all responsibility for damages which may be caused to third parties by equipment delivered and will, where necessary, take out the required insurance policies.

Our invoices must be paid within the above-mentioned time limits, notwithstanding any complaints made or compensation paid.

All correspondence in relation to this Article should only be sent by email exclusively from the contact page of the site www.theblackc.com. Where products are returned to us, at the client's expense and risk, the client should adhere carefully to information we provide in relation to such dispatch.

Our invoices are deemed to be accepted in the absence of any complaint within 7 days of their date of sending.

Article 22 :

The guarantee referred to in Article 21 is not applicable and it is the client's responsibility to cover all repair expenses where the malfunctioning of the equipment is due to :

- its use other than for the intended purpose or contrary to its instructions,
- all modifications or other works carried out by persons not approved by SPRL SH GLOBAL,
- an unforeseen natural cause or caused by force majeure, such as a natural disaster, fire, earthquake, flood, lightning, environmental pollution or irregular voltage changes ,
- inappropriate storage to the products

In no circumstances can we be held responsible for any defects and/or direct damages and/or indirect damages caused in any of the above-mentioned circumstances.

Article 23 :

Without prejudice to Article 25 our prices are exclusive of VAT to which the VAT, cost of transportation, packaging, administration and the dispatch of orders must be added. The client will be advised of such costs on the day of purchase according to the rates applicable at that date.

Article 24 :

The client expressly undertakes not to resell our products on or via other websites, without our prior written consent.

The client is expressly forbidden to use our brand in the absence of our prior written agreement.

Article 25 :

The client undertakes to inform us, without delay, of any change of address.

Article 26 :

All taxes, duties and withholding taxes imposed by the authorities, due to or further to the supply of our products or services, should be paid by the client.

Article 27 :

Le co-branding including the customisation of the boxes cannot be made online. We invite the client to contact us from the contact page of the website www.theblackc.com