

# General Conditions Consumers – IPG Contact Solutions NV

## Article 1 – Definitions

The terms used in these general conditions have the following meaning:

1. **Agent:** IPG Contact Solutions NV, VAT 0468.082.606, with registered seat at B-1000 Brussels, Pachecolaan 34-36, in its capacity as commercial agency of KitchenAid Europa Inc.;
2. **Consumer:** the natural person not acting out of professional or business capacity, and agreeing to a distance contract with the agent;
3. **Contact details:**  
tel: 0800 93285 (office hours)  
e-mail: [consumercare.be@kitchenaid.eu](mailto:consumercare.be@kitchenaid.eu)  
contact address: Uitbreidingstraat 180, B-2600 Berchem
4. **Distance contract:** an agreement closed in the framework of a system organised by the Agent for the sale of products and/or services by distance, in which up until the closing of the agreement no other means of communication are used than communication over distance;
5. **Means of communication over distance:** means of communication which can be used to close an agreement without consumer and Agent being in the same room at the same time;
6. **Right of withdrawal:** the right of the consumer to withdraw from the distance contract within the term as legally defined;
7. **Day:** calendar day;

## Article 2 – The contract

1. Any offer is valid for 14 days only. During that term the prices of the goods and/or services offered will not be raised, save for price changes dictated by modification of VAT-rates. The prices mentioned in the offer of goods or services are VAT included.
2. The contract is being concluded by the acceptance by the consumer of the offer, as well as the consumer complying with the conditions specified. Should the consumer accept an offer via electronic means of communication, the Agent shall without delay confirm via the same means of communication the acceptance of the offer.

## Article 3 – Right of withdrawal

1. At the purchase of goods the consumer has the right to withdraw from the agreement, at will, and such for a period of 14 days. This term starts the day after the goods being received by or in the name of the consumer (cf. 4.4). During this term the consumer shall handle the goods and the packaging with caution. He shall only unpack the goods in so far as necessary to determine whether or not he will retain the goods. Should the consumer invoke his right of withdrawal, he shall at his own expenses return the goods and packaging to the Agent in conformity with the instructions and to the address mentioned on the packaging.
2. At the purchase of services, the consumer has the right to withdraw from the agreement, at will, and such for a period of 14 days, starting from the day on which the agreement has been confirmed by the Agent. The withdrawal shall be done by registered mail to the Agent, per contact address, mentioning his name and address, date of closing of the agreement, invoice date and number.
3. In case the consumer has prior to withdrawal made a payment, the Agent shall reimburse such amount as soon as possible, after reduction of the reasonable costs of services already delivered or a reasonable amount of damages.

## Article 4 – Delivery, execution, guarantee

1. The Agent shall display the utmost precaution when accepting orders or executing requests for the delivery of services.
2. The place of delivery of goods shall be the address provided by the consumer to the Agent. The Agent informs the consumer via email as soon as the goods are being shipped from the warehouse. This email contains the shipping information of the package, the package number and a hyperlink destined to follow the package on the transporters' website. This website shall mention contact details. Delivery shall occur in as much as possible within the time-frame set in the individual order confirmation. Any delay shall in no event cause the consumer to be able to claim damages. Addresses which appear to be erroneously communicated are at the responsibility of the consumer, and can cause the Agent to claim additional costs from the consumer.
3. All goods shall be shipped from E-Shopinvest. The consumer shall have to contact E-Shopinvest, with client number and contract number, via [customerservice@eshopinvest.eu](mailto:customerservice@eshopinvest.eu), and such within 24 hours in case of the goods not being delivered within time or according to specifications. In case the Agent would by way of exception be unable to ship the order within 30 days after the email of confirmation, the consumer can annul the order without costs, and reimbursement of all payments received shall be guaranteed.
4. Shipping is always being cared for by a professional courier. Acceptance of goods requires signature. The consumer agrees that a shipment may be delivered to a person, other than himself, in so far as present on the address mentioned sub 2. In case at delivery no person is present, the consumer shall be asked to make a new appointment for a second delivery attempt, by phone or through a card left in the mailbox.
5. In case the consumer chooses not to pay in cash, all sums due by the consumer shall have to be received by the Agent within 14 days after the commencement date of the term of the right of withdrawal as defined in article 3. In case of late payments, the statutory interests are due.
6. Any guarantee provided by the Agent is restricted to the guarantees provided for by the manufacturer.

## Article 5 – General terms

1. Should one or more of the clauses or parts of clauses of these general conditions be declared null or void, the remainder of the conditions and linked agreements shall remain in force.
2. All agreements between the Agent and the consumer are governed by Belgian law, the Courts of Antwerp have exclusive jurisdiction.
3. By entering into the agreement, the consumer consents to the processing of his personal data by the Agent. In case of questions or disputes with regard to such processing, the consumer shall contact the Agent in writing at the address mentioned in article 1.