

The website:

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

(hereinafter referred to as the "Platform")

is an initiative of:

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(hereinafter "we," "Christine Nieberding," or the "Seller")

## **I. General Terms of Use**

### **1. Scope of Application**

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

By visiting or using the Platform, the User acknowledges having read these General Terms of Use and expressly accepts the rights and obligations stated herein.

Exceptionally, deviations from the provisions of the General Terms of Use may be made by written agreement. Such deviations may involve the modification, addition, or deletion of the provisions to which they relate and do not affect the application of the other provisions of the General Terms of Use.

We reserve the right to modify our General Terms of Use at any time and without prior notice, but we commit to applying the provisions in effect at the time the User used the Platform.

### **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 offer an absolute operational guarantee, and our actions should therefore be considered as being covered by a best-effort obligation.

Any use of the Platform is always at the User's own risk. We are therefore not liable for any damage resulting from potential malfunctions, interruptions, defects, or even harmful elements on the Platform.

We reserve the right to limit access to the Platform or to interrupt its operation at any time without prior notice.

#### **b. Content**

Christine Nieberding largely determines the content of the Platform and takes great care in

providing accurate information. We take all possible measures to keep our Platform as complete, accurate, and up-to-date as possible, even when the information is provided by third parties. We reserve the right to modify, supplement, or delete the Platform and its content at any time without any liability.

Christine Nieberding cannot offer an absolute guarantee regarding the quality of the information on the Platform. Therefore, it is possible that this information may not always be complete, accurate, sufficiently accurate, or up-to-date. Consequently, Christine Nieberding 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 on the Platform violates the law or the rights of third parties or is contrary to good morals, we ask any User to notify us as soon as possible by email so that we can take appropriate measures.

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

### **3. Links to Other Websites**

The Platform may contain links or hyperlinks to external websites. Such links do not automatically imply that there is a relationship between Christine Nieberding and the external website or even an implicit agreement with the content of these external websites.

Christine Nieberding has no control over such external third-party websites.

We are therefore not responsible for the safe and correct operation of hyperlinks and their final destination. As soon as the User clicks on the hyperlink, they leave the Platform. We cannot be held liable for any 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., that make up the Platform or are accessible through the Platform, are owned by Christine Nieberding or Christine Nieberding has acquired the necessary rights, and are protected by the applicable and relevant intellectual property laws.

Any representation, reproduction, adaptation, or partial or complete exploitation of the content, trademarks, and services offered by the Platform, in any manner whatsoever, without prior, express, and written consent from Christine Nieberding, is strictly prohibited, except for elements expressly indicated 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 content. 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, the User is not allowed to modify, reproduce, translate, distribute, sell, or communicate the protected elements to the public, either partially or entirely.

The User is prohibited from entering any data on the Platform that would or could modify the content or appearance of the Platform.

## **5. Protection of Personal Data**

We assure Users that we place the utmost importance on the protection of their privacy and personal data and that we always strive to communicate clearly and transparently on this matter.

The personal data provided by the User during their visit to or use of the Platform is collected and processed solely for internal purposes by Christine Nieberding.

Christine Nieberding commits to complying with the applicable legislation in this area, particularly the Regulation (EU) 2016/679 of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'General Data Protection Regulation' or 'GDPR') and the Law of July 30, 2018, on the protection of natural persons with regard to the processing of personal data.

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

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

These General Terms of Use are governed by Belgian law.

In case of a dispute and in the absence of an amicable resolution, the dispute will be brought before the courts of the judicial district where Christine Nieberding's registered office is located.

## **7. Other Provisions**

Christine Nieberding reserves the right to modify, expand, delete, limit, or interrupt the Platform and associated services at any time without prior notice and without liability.

In the event of a breach of the General Terms of Use by the User, Christine Nieberding reserves the right to take appropriate sanction and compensation measures. Christine Nieberding 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 prior notice. They cannot involve Christine Nieberding's liability or give rise to any form of compensation.

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

## **II. General Sales Conditions**

### **1. Scope of Application**

These General Sales Conditions define the mutual rights and obligations in the event of the purchase of products or services on the Platform by a User (hereinafter referred to as the "Customer" with regard to the General Sales Conditions).

The General Sales Conditions express all the obligations of the parties. The Customer is deemed to accept them without reservation; failing which, their order will not be validated.

Exceptions to the provisions of the General Sales Conditions can be made in exceptional cases, provided that these exceptions are agreed upon in writing. Such deviations may involve the modification, addition, or deletion of the provisions to which they relate and do not affect the application of the other provisions of the General Sales Conditions.

Christine Nieberding reserves the right to modify the General Sales Conditions from time to time. The changes will apply as soon as they are posted online for any purchase made after that date.

## **2. Online Store**

Through the Platform, the Seller provides the Customer with an online store presenting the products or services offered. The presentation of the offered products or services (e.g., via photos) does not have contractual value.

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

Products and services are offered within the limits of their availability.

Prices and taxes are specified in the online store.

## **3. Price**

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

Only the prices and taxes indicated at the time of the order are applicable, subject to availability on that date.

Prices are indicated in euros and do not include delivery costs outside of the EU.

The total amount of the order (all taxes included) and, if applicable, the delivery costs are indicated before the final validation of the order. Custom fees, if applicable will be at charge of the customer.

## **4. Online Ordering**

The Customer has the opportunity to complete 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 their order, the Customer must accept these General Sales Conditions by clicking on the indicated place.

The Customer must provide a valid email address, billing details, and, if applicable, a valid delivery address. Any communication with the Seller can occur through this email address.

Furthermore, the Customer must choose the delivery method and validate the payment method.

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

## **5. Order Confirmation and Payment**

The Seller remains the owner of the ordered items until the complete payment of the order is 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 serves as a signature.

The Customer guarantees the Seller that they have the necessary authorizations to use this payment method and acknowledges that the information given to this effect serves as proof of their consent to the sale as well as to the payment of the amounts due for the order.

The Seller has implemented a procedure to check orders and payment methods reasonably ensuring protection against fraudulent use of a payment method, including by requesting identification data from the Customer.

In case of refusal of payment by authorized organizations or in case of non-payment, the Seller reserves the right to cancel or suspend the order and its delivery.

The Seller also reserves the right to refuse an order from a Customer who has not paid fully or partially for a previous order or with whom a payment dispute is being administered.

#### b. Confirmation

Upon receipt of the validation of the purchase accompanied by the payment, the Seller sends the Customer a confirmation of the order, as well as a copy of the invoice.

The Customer can request that the invoice be sent to another address than the delivery address by making the request to customer service before the delivery takes place.

In case of unavailability of a service or product, the Seller will inform the Customer by email as soon as possible to replace or cancel the order of this product and possibly refund the related price, the rest of the order remaining firm and final.

### **6. Proof**

Communications, orders, and payments between the Customer and the Seller can be proven through computerized registers kept in the Seller's computer systems under reasonable security conditions. Purchase orders and invoices are archived on a reliable and durable medium considered, particularly as a means of proof.

### **7. Delivery**

Delivery is only made after confirmation of payment by the Seller's bank.

The products are delivered to the address indicated by the Customer on the online form, the Customer must ensure its accuracy. Any package returned to the Seller due to an incorrect or incomplete address will be resent at the Customer's expense. The Customer can, upon request, have the invoice sent to the billing address and not to the delivery address by validating the option provided for this purpose on the order form.

If the Customer is absent on the day of delivery, the delivery person will leave a notice in the mailbox, which will allow the package to be collected at the place and during the time indicated.

If at the time of delivery, the original packaging is damaged, torn, or open, the Customer must then check the condition of the items. If they have been damaged, the Customer must refuse the package and note a reservation on the delivery slip (package refused because open or damaged).

The Customer must indicate on the delivery note and in the form of handwritten reservations accompanied by his signature any anomaly concerning the delivery (damage, missing product compared to the delivery note, damaged package, broken products, etc.).

This verification is considered to have been carried out once the Customer, or a person authorized by them, has signed the delivery note.

The Customer must then confirm these reservations to the carrier by registered mail at the latest within two working days from receipt of the item(s) and send a copy of this mail by fax or simple mail to the Seller at the address indicated in the legal notices on the Platform.

If the products need to be returned to the Seller, they must be the subject of a return request to the Seller within 14 days of delivery. Any claim made outside this period will not be accepted. The return of the product can only be accepted for products in their original state (packaging, accessories, instructions, etc.).

## **8. Errors of Delivery**

The Customer must make to the Seller on the same day of delivery or at the latest on the first working day following delivery, any claim of delivery error and/or non-conformity of the products in kind or quality compared to the indications on the order form.

Any claim made after this period will be rejected.

The claim can be made, at the choice of the Customer:

- by phone at +32486024825;
- by email to [info@lasourceonline.com](mailto:info@lasourceonline.com)
- Any claim not made in the rules defined above and within the time limits will not be taken into account and will release the Seller from any responsibility vis-à-vis the Customer.
- Upon receipt of the claim, the Seller will assign an exchange number for the product(s) concerned and communicate it by email to the Customer. The exchange of a product can only take place after the assignment of the exchange number.
- In case of a delivery or exchange error, any product to be exchanged or refunded must be returned to the Seller as a whole and in its original packaging, to the following address:
- Christine Nieberding  
Pieter Reypenslei 26  
2640 Mortsel  
Belgium
- Return costs are borne by the Seller.

## **9. Product Warranty**

The Seller guarantees conformity of the products to the contract.

The Customer can make a request under the legal guarantee of conformity according to the provisions of articles 1649bis to 1649octies of the Civil Code. If the Customer makes use of the legal warranty of conformity, he must act within a period of two years from the delivery of the goods.

The Customer can also make a claim under the warranty against hidden defects within the meaning of Article 1641 of the Civil Code. If the Customer makes use of the warranty against hidden defects, he must act within two years from the discovery of the defect.

The warranty does not cover defects caused by abnormal or improper use or resulting from a cause unrelated to the intrinsic qualities of the products.

The warranty is limited to the replacement or refund of non-conforming or defective products.

The products provided through the Platform comply with the regulations in force in Belgium.

The Seller cannot be held liable in case of non-compliance with the legislation of the country where the product is delivered. It is up to the Customer to check with the local authorities the possibilities of importing or using the products or services he intends to order.

The Customer can contact customer service by phone at +32486024825 or by email at [info@lasourceonline.com](mailto:info@lasourceonline.com)

## **10. Right of Withdrawal**

Under the Consumer Protection Act, the Customer has the right to cancel the purchase within 14 days of receiving the goods or services, without giving any reason and without incurring any costs other than those provided for by law.

The right of withdrawal can be exercised by contacting the Seller by phone at +32486024825 or by email at [info@lasourceonline.com](mailto:info@lasourceonline.com). The Seller will then provide a return address. The Customer may also use the form attached to these General Terms and Conditions to make the withdrawal request.

Products must be returned in their original packaging and in perfect condition for resale. The return costs are borne by the Customer.

The refund will be made within 14 days of the receipt of the returned product by the Seller.

Exceptions to the right of withdrawal are provided by law, particularly for personalized products or those which, by their nature, cannot be reshipped or are likely to deteriorate or expire quickly.

## **11. Force Majeure**

All circumstances beyond the control of the parties preventing the normal performance of their obligations are considered grounds for exemption from their obligations and lead to their suspension.

The party invoking the circumstances referred to above must immediately notify the other party of their occurrence and their cessation.

All irresistible facts or circumstances, external to the parties, unforeseeable, unavoidable, beyond the control of the parties, and which cannot be prevented by them, despite all reasonable efforts, are considered as cases of force majeure. Explicitly, besides those usually retained by the jurisprudence of the Belgian courts and tribunals, are considered as cases of force majeure or fortuitous events: blocking of means of transportation or supplies, earthquakes, fires, storms, floods, lightning, shutdown of telecommunication networks, or difficulties specific to telecommunication networks external to the customers.

The parties will come together to examine the impact of the event and agree on the conditions under which the contract will be continued. If the force majeure event lasts longer than three months, these general conditions can be terminated by the injured party.

## **12. Partial Invalidity**

If one or more provisions of these General Sales Conditions are held invalid or declared as such under any law, regulation, or following a final decision of a competent court, the other provisions will retain all their force and scope.

## **13. Non-Waiver**

The fact that one of the parties does not invoke a breach by the other party of any of the obligations referred to in these General Sales Conditions cannot be interpreted in the future as a waiver of the obligation in question.

## **14. Title**

In case of difficulty of interpretation between any of the titles heading the clauses, and any of the clauses themselves, the titles will be declared non-existent.

## **15. Applicable Law and Jurisdiction**

These General Sales Conditions are governed by Belgian law.

In case of a dispute and in the absence of an amicable resolution, the dispute will be brought before the courts of the judicial district where Christine Nieberding's registered office is located.

By placing an order on this website, the Customer confirms having read these General Terms and Conditions of Sale and accepting them without reservation.

