

## Terms and conditions

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### 1. Parties and Definitions

“LUMABELLE” is registered in Belgium under the number 0649963841, an e-commerce entity with web address [www.lumabelle.be](http://www.lumabelle.be) (“WEBSITE”), address Oude Heerweg 7, 9160 Lokeren, Belgium, phone +32(0)483017424 (GMT+2), and email customer.service(-a-t)-lumabelle.be is for the purposes of these Terms and Conditions the seller.

“BUYER” means any person who contracts to purchase Products or gift vouchers from Lumabelle.

“USER” means any visitor of the Website.

“PARTIES” means Lumabelle and the Buyer.

“PRODUCT” means goods or services sold by Lumabelle, excluding gift vouchers.

“CONTRACT” or “ORDER” mean an agreement between Lumabelle and a Buyer regarding the purchase of one or more Products through the Website.

### 2. Applicability

2.1. These Terms and Conditions are applicable to Contracts unless otherwise agreed by the Parties in written form. The Buyer accepts these Terms and Conditions by using the Website and/or placing an Order.

2.2. The parts of Terms and Conditions not specifically dealing with Orders (such as but not limited to the section on Intellectual Property) apply to all Users of the Website.

2.3. Lumabelle reserves the right to change these Terms and Conditions at any time. The version of the Terms and Conditions which existed at the time of making each Contract will apply to said Contract.

### 3. Orders

3.1. Orders are subject to final acceptance by Lumabelle. The sending of an Order confirmation is automatic and does not constitute final acceptance. The act of dispatch by Lumabelle will constitute acceptance of the Order.

3.2. The Buyer is aware that clicking on the button “PROCEED TO PAYMENT” during the checkout process creates an obligation for the Buyer to make the relevant payment to Lumabelle.

3.3. The Buyer will receive an Order confirmation at the completion of the checkout process (and therefore after payment has been made), sent by Lumabelle to the Buyer’s provided email address. Should the Buyer not receive such confirmation, they may request it from Lumabelle by emailing customer service.

3.4. Lumabelle reserves the right to cancel Orders where it deems it necessary to do so or where such orders would form a breach of these Terms and Conditions. Reasons for cancelling or not accepting Orders include but are not limited to: an error in the Website, incorrect products being displayed in the Buyer’s shopping cart, a serious pricing error, an insufficient stock of the products or an inability to reorder said products, incorrect or insufficient information provided by the Buyer. Lumabelle undertakes to first try and remedy the situation through communication and eventual agreement with the Buyer to adjust the order details (where such agreement is made verbally it must be confirmed in writing by letter or email).

3.5. In the event of Order cancellation Lumabelle undertakes to refund the portion of the Order (whether that be a part or whole) which cannot be delivered to the Buyer. Such a refund will be made using the same payment method the Buyer used to make the initial payment unless otherwise agreed. Lumabelle will not be liable for any amount above this total.

3.6. Should a Product shown to be in stock and purchased through an Order not actually be in stock, Lumabelle will inform the Buyer and give the option to either (a) wait for the Product to be restocked, or if that is not possible or the Buyer should not wish to wait, (b) opt for a refund for that Product alone or for the whole Order depending on the Buyer’s wishes. The Buyer undertakes to respond to this notification within fourteen 14 days, failing so will give Lumabelle the right to cancel the Order and refund the total amount paid for the Order. Should the Buyer wish to have the portion of the Order that is in stock delivered separately to the portion waiting to be restocked, the Buyer acknowledges that this may incur an extra delivery fee.

3.7. The Buyer acknowledges that all Products are intended only for personal use and the resale of any Products or gift vouchers is prohibited.

### 4. Price

4.1. All prices are in EUR (€) and include VAT (except those for gift cards).

4.2. Any price discounts or promotional offers are valid either until the moment they are removed from the product listing or elsewhere on the Website, or until stocks last (whichever occurs sooner).

4.3. Lumabelle reserves the right to stipulate other limitations on promotions, not limited to but including the number of Products and the monetary value of the Order).

4.4. Postage costs and available payment methods will be clearly communicated to the Buyer during the checkout process.

4.5. Buyers wishing to use a promotional code or gift voucher must enter it during the checkout process.

4.6. Postage costs will be free where Orders for an address in Belgium total €69 or more and orders for the Netherlands total €79 or more (where the total is the sum of the price of all Products in the Order and the relevant VAT but excluding normal postage costs).

### 5. Promotional Codes

5.1. Digital or paper discounts or promotional codes may be offered to Buyers (collectively referred to as “promotional codes”).

5.2. Such codes are intended for personal use only and are limited to one promotional code per Order.

5.3. Promotional code discounts may apply only as against the price of the Products themselves, the cost of shipping or both, at the sole discretion of Lumabelle. Such stipulations will be expressly communicated in writing alongside the distribution of said promotional codes.

5.4. In the case of unique promotional codes, the Buyer is responsible for the safekeeping of the code and that each unique code is only valid for one use. Lumabelle is not responsible for theft or loss of unique promotional codes.

5.5. The portion of the Order price remaining after application of the promotional code remains payable by the Buyer using the payment methods listed in 7.1.

5.6. Promotional codes cannot be redeemed for cash or used to purchase gift vouchers.

5.7. Where an Order is refunded in whole and that Order was placed using a promotional code discount, only the amount actually paid by the Buyer (using payment methods in 7.1) will be refunded. Where refunding part of an Order would render the promotional code invalid for that Order (for example but not limited to where the price of the remainder of the Order would be insufficient to attract the valid application of the promotional code, had it been Ordered separately), the refund may be reduced to the amount necessary so that the rest of the Order was paid for in full without a discount. Promotional codes are divided among the Products in the Order so in all other circumstances the refunded amount for each Product will equal the amount paid and not the normal price for that Product where no promotional code is applied.

5.8. It is prohibited to (attempt) to manipulate, falsify or spread unique promotional codes. Lumabelle reserves the right to cancel Orders and/or suspend user accounts where there is a suspicion of such conduct.

### 6. Gift vouchers

6.1. Purchasing of gift vouchers constitutes purchasing a means of payment, valid as against Products and postage costs.

6.2. Gift vouchers are issued in EUR (€) and are valid for a period of 12 months from the date of purchase. In the case of bankruptcy gift vouchers are null and void and cannot be exchanged for cash.

6.3. Gift vouchers are delivered automatically by electronic means to the email address the Buyer specifies during the checkout process. The Buyer is responsible for providing the correct email address. Lumabelle cannot be held responsible if the email address provided is incorrect nor for theft or loss of gift vouchers.

6.4. Gift vouchers are only valid for use in ONE Order. Should the total Order value be less than the value of the gift voucher, the remaining value of the gift voucher will be null and void.

6.5. Gift vouchers cannot be exchanged for cash. Returned Products attracting a right to a refund, will be refunded in the way of a new gift voucher to the value of the gift voucher used in the original Order, with any remaining monies refunded using the other payment method used in the Order. For partial Order refunds, Lumabelle reserves the right to stipulate the amount returned via the payment method used and the amount reimbursed by way of a gift voucher.

## 7. Payment

7.1. Payment for Orders must be made electronically during the checkout process by one of the following payment methods: iDeal, Credit card (VISA, Mastercard, Maestro), Bancontact and Paypal.

7.2. The Parties may mutually agree on a cash payment for Products collected in person, where such collection is arranged in advance.

7.3. Lumabelle is not a party to the relationship between the Buyer and the bank, card issuer or financial institution with respect to the methods in 7.1 and the terms of said bank, card issuer or financial institution apply as per usual.

7.4. Payment must be completed during the checkout process. Should there be an error and the checkout process should appear complete despite a payment not properly being made, Lumabelle reserves the right to cancel or postpone the Order until payment is confirmed. Where payment is not made in full Lumabelle reserves the right to either postpone the Order until the balance is received or cancel the order and refund any portion of monies actually received.

## 8. Delivery

8.1. Dispatch of Orders will be prepared as soon as possible, normally within 24-48 hours on business days after confirmation of payment, unless Products in the Order are temporarily out of stock. Lumabelle undertakes to communicate any such delays to the Buyer.

8.2. Lumabelle cannot guarantee the delivery time of Orders and is not responsible for delays caused by any third party delivery service. See the Shipping page on the Website for estimated times per location.

8.3. Should the Buyer not receive the Products in the Order within 30 days they have a legal right to cancel the Order.

8.4. Delivery will be made to the address specified for delivery during the checkout process. Deliveries cannot be made to PO boxes.

8.5. Delivery will only be made to addresses in Belgium or the Netherlands.

8.6. Once delivery has occurred all risks relating to the Products transfer to the Buyer. Lumabelle will not be liable for any consequent theft, loss or other damage.

8.7. The Buyer can arrange to collect the Products in person upon prior arrangement with Lumabelle.

8.8. Clauses 8.1 – 8.7 apply to Products. Delivery of a digital gift voucher will normally happen automatically following the checkout process, though certainly within 24 hours. In the case of delay the Buyer is encouraged to email customer service for a manual digital delivery.

## 9. Withdrawal

9.1. The Buyer has a right to withdraw from a Contract within 14 days of delivery of the Products or digital gift voucher, without giving a reason.

9.2. To exercise this right of withdrawal the Buyer must inform Lumabelle of their decision to withdraw before the withdrawal period mentioned in 9.1 expires. The Buyer must inform Lumabelle via post, email, or telephone:

POST:  
Lumabelle  
Oude Heerweg 7  
9160 Lokeren  
BELGIUM

Email: [customer.service\(-a-t-\)lumabelle.be](mailto:customer.service(-a-t-)lumabelle.be)

Telephone: +32(0)483017424

9.3. The Buyer may use the following model withdrawal form but is not required to do so:

To Lumabelle,  
I hereby give notice that I withdraw from my agreement for the sale of the following products:

Order date:  
Date products were received:  
Customer Name:  
Customer Address:  
Customer signature (only when the form is sent by post):  
Date:

9.4. If the Buyer withdraws from a whole Contract, Lumabelle will reimburse any payment received from the Buyer, including the original cost of delivery, within 14 days from the date on which the Buyer informed Lumabelle of their decision to withdraw. Lumabelle will reimburse the Buyer using the same payment method that the Buyer used to pay Lumabelle for the Order unless otherwise agreed.

9.5. If the Buyer withdraws from part of a Contract (i.e. for one Product, in an Order of more than one Product where the Buyer wishes to keep the other Product(s)), Lumabelle will reimburse the payment received from the Buyer for the value of the returned Product(s), but not including the cost of delivery where the Buyer would still have had to pay this cost for the Products being kept. This reimbursement will occur within 14 days from the date on which the Buyer informed Lumabelle of their decision to withdraw.

9.6. The Buyer must return the Products to Lumabelle at their own cost within 14 days from the date on which the Buyer informed Lumabelle of their decision to withdraw.

9.7. It is the responsibility of the Buyer to pay the costs of posting the Products back to Lumabelle.

9.8. Lumabelle will not be responsible for Products going missing during return post, and as such the Buyer acknowledges that it is their own risk to return products uninsured.

9.9. Products being returned to Lumabelle under this clause must be unused and be received undamaged, unopened and in their original packaging or else this right of withdrawal is not valid. See article VI.53.5° WER.

9.10. Lumabelle may withhold reimbursement until the Products have been received by Lumabelle.

9.11. The right of withdrawal also applies to the purchase of gift vouchers. The gift voucher must not yet have been used. When notifying Lumabelle of their intention to exercise their right of withdrawal, the Buyer must state the gift voucher code. The gift voucher code will be made null and void when the right of withdrawal is exercised and Lumabelle will reimburse the Buyer as per 9.4. The right of withdrawal is a right that attaches to the Buyer of the gift card only, meaning the recipient of the gift card has no right of withdrawal of the gift card as they were not a party to the purchase of that gift card. The recipient will have a right of withdrawal for Products purchased with said gift card.

## 10. Errors and Defects

10.1. The Buyer must inspect the Products immediately upon delivery to ensure the Products are those which were ordered and to check for external product defects. The Buyer must notify Lumabelle of any complaints in this regard as soon as possible but in any case within 7 days from the day of delivery.

10.2. In the case the wrong Product was delivered to the Buyer (as compared to the Product actually ordered) the Product must be returned to Lumabelle unopened in the original packaging and without damage. This will be at Lumabelle's expense using the method stipulated by Lumabelle. Lumabelle will replace it with the correct Product at Lumabelle's own expense.

10.3. In the case of defect, Lumabelle may require the Buyer to return the item at Lumabelle's expense using the postage method stipulated by Lumabelle. The Buyer may choose between a replacement Product or refund.

## 11. Warranty

11.1. The Buyer is reminded that under the Belgian law the Buyer has a statutory warranty for any lack of conformity which exists at the time of delivery and that manifests itself within two years. The Buyer must inform Lumabelle of the alleged lack of conformity within two months of the day the Buyer discovered the defect.

11.2. The warranty period is reduced for perishable Products and shall equal the shelf life after opening as stipulated on the Product packaging, and in any case no longer than what can reasonably be expected from a good of that kind.

## 12. Disclaimers and Liability

12.1. This section is in addition to other references to liability elsewhere within these Terms and Conditions and does not operate to their exclusion.

12.2. Lumabelle undertakes to, as far as possible, provide accurate information about the Products. This however does not guarantee the completeness and accuracy in law of the information supplied by the manufacturer, distributor or other third parties. Lumabelle will not be liable for any direct or indirect damages arising out of the use of (or inability to use) information posted on the Website.

12.3. Lumabelle undertakes to answer questions from the Buyer with the best available information, but this must not be considered medical advice (neither should any information on the Website concerning ingredients and Products). Note that natural products often contain essential oils or ingredients such as bicarbonate soda, to which a small portion of the population can be allergic or sensitive. It is recommended to ask advice from a medical professional before use if you have concerns, or to test the Product first on a small patch of skin.

12.4. The Buyer acknowledges that, although Lumabelle undertakes to represent the Products in the clearest way possible, some attributions of a Product may vary slightly from those displayed on the screen, namely with reference to the display of colours on different computer screens.

12.5. Lumabelle is not liable for any loss or damage the User sustains through use of the Website such as computer viruses, loss of data or any other occurrence outside of Lumabelle's control.

12.6. Lumabelle is not responsible for the content of other websites which are linked to on the Website.

### **13. Force Majeure**

13.1. Lumabelle is not liable for any failure or delay in its performance of any Contract for the period that it is beyond Lumabelle's reasonable control and could not have been reasonably foreseen or provided against (otherwise known as events of force majeure). Examples of force majeure events include but are not limited to strikes, power failures, technological failures including of communication networks, late delivery of Orders by third parties, fires and natural disasters.

13.2. Lumabelle may temporarily suspend its obligations under the Contract for the duration of the force majeure event.

13.3. The Buyer has the right to request a refund if they have not received the Products within 30 days. Lumabelle will be liable to refund the monies paid by the Buyer for that order, including postage costs, but nothing more.

### **14. Intellectual Property**

14.1. All intellectual property rights attached to any of the content appearing on the Website or any of Lumabelle's social media accounts is the property of Lumabelle or its suppliers, unless otherwise attributed. This includes but is not limited to logos, photographs, graphic elements and texts.

14.2. It is prohibited to use, reproduce or adapt any of the content without prior express written consent from Lumabelle or its suppliers (the owner of the rights).

14.3. The only exception is the right to share said content on social media so long as attribution is given to Lumabelle which can be done by way of linking to the Website.

### **15. Personal Data**

15.1. The only personal data Lumabelle collects and uses is that which is voluntarily provided by the customer during the checkout process: including name, delivery address, email address and telephone number. This data is collected for the sole purpose of processing the customer's order and delivering the products ordered.

15.2. This data is provided only to the logistics company responsible for delivery of the orders, and is not provided to any other third party or used for any other purpose.

### **16. Complaints and applicable law**

16.1. Lumabelle does its best to have happy customers. If you have a complaint please email customer services so that we can do our best to work out a solution.

16.2. In the case of disputes unresolved by communication between the Parties, the Parties can mutually agree to make use of an online dispute resolution platform. More information can be found at: <http://ec.europa.eu/odc/>

16.3. All Contracts are governed by Belgian law and only Belgian courts have competence to hear disputes connected to said Contracts.

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