

GENERAL TERMS AND CONDITIONS – PASTRY CONCEPT BV / VORMH SILICONE MOLDS

Article 1. Definitions

Counterparty: the party who, by signing an agreement or otherwise, has accepted the applicability of these general terms and conditions;

Agreement: any agreement entered into between Pastry Concept BV, hereinafter referred to as Vormh Silicone Molds, and the Counterparty;

Consumer: the natural person who does not act for purposes related to their trade, business, craft, or profession;

Parties: Pastry Concept BV/Vormh and the Counterparty jointly.

Article 2. Company details

Company name: Pastry Concept BV
Address: Brugsestraat 148, 8531 Hulste-Harelbeke, Belgium
VAT number: BE0773.319.830

Article 3. Applicability

These general terms and conditions apply to all offers, Agreements, and deliveries of Pastry Concept BV.

Prior to concluding an Agreement, the text of these terms and conditions shall be made available to the Counterparty. If this is not reasonably possible, Pastry Concept BV shall indicate how these general terms and conditions can be consulted before the Agreement is concluded.

If the Agreement is concluded electronically, the text of these general terms and conditions may, in deviation from the previous paragraph, be made available electronically in such a way that the Counterparty can store and reproduce them for future reference.

Unless expressly agreed otherwise in writing, these general terms and conditions shall always apply and any other terms and conditions are expressly excluded, unless such deviations have been agreed upon in writing by both Parties.

Pastry Concept BV is entitled to engage third parties in the performance of the Agreement.

Article 4. Offer and Agreement

1. The Agreement is concluded at the moment the Counterparty accepts the offer and fulfils the conditions stipulated therein.
2. If any provision of these general terms and conditions or of an Agreement proves to be invalid or is annulled, this shall not affect the validity of the remaining provisions. The Parties shall consult to agree on a replacement provision that reflects as closely as possible the intent and purpose of the invalid or annulled provision.
3. Pastry Concept BV/Vormh reserves the right not to perform a concluded Agreement, for example if there is justified doubt or information indicating that the Counterparty will not be able to fulfil its (financial) obligations. In such case, Pastry Concept BV/Vormh shall notify the Counterparty in writing within a reasonable period after the conclusion of the Agreement.
4. If the Counterparty has accepted the offer electronically, Pastry Concept BV/Vormh shall promptly confirm receipt of acceptance electronically.

Article 5. Right of withdrawal (Consumers)

The Consumer has the right to withdraw from the Agreement within 14 days without stating any reason.

The right of withdrawal does not apply to custom-made products.

Article 6. Prices and payment

1. Prices stated in the webshop are exclusive of VAT and exclude shipping costs, customs clearance costs, or import duties applicable in the country of purchase.
2. Pastry Concept BV/Vormh reserves the right to apply an inflation adjustment once per year.
3. The agreed prices are based on cost-determining factors at the time of the offer. Pastry Concept BV/Vormh reserves the right to pass on increases in such cost-determining factors occurring more than three months after conclusion of the Agreement, over which the Counterparty has no reasonable influence (such as increases in excise duties, social charges, insurance premiums, or taxes), up to a maximum of 20% of the original price.
4. A composite quotation does not oblige Pastry Concept BV/Vormh to perform part of the Agreement for a proportionate part of the quoted price.
5. Discounts and quotations do not automatically apply to future orders.
6. Invoices are payable within 14 days. Any invoice not paid in full by the due date shall automatically be increased by a fixed compensation of 10% of the outstanding amount, with a minimum of €75.00, without prior notice of default being required. In addition, a late payment interest of 10% per annum shall be due from the due date, also without prior notice of default.

Article 7. Delivery

1. Pastry Concept BV/Vormh shall exercise due care when receiving and fulfilling product orders and service requests. Delivery shall take place at the address provided by the Consumer.
2. If delivery of an ordered product proves impossible, Pastry Concept BV/Vormh shall make reasonable efforts to provide a replacement product. The delivery of a replacement item shall be clearly communicated at the time of delivery. The right of withdrawal shall not be excluded for replacement items. Return shipping costs shall be borne by Pastry Concept BV/Vormh.
3. The risk of damage and/or loss of products rests with Pastry Concept BV/Vormh until the moment of delivery to the Counterparty or a representative designated in advance.
4. All delivery times are indicative only. No rights may be derived from stated delivery times. Exceeding a delivery time does not entitle the Counterparty to compensation.

Article 8. Liability

The following provisions apply if the Counterparty is a Consumer:

1. The total liability of Pastry Concept BV/Vormh is limited to a maximum amount of €1,000 (one thousand euros).
2. In no event shall compensation exceed the amount paid out under the liability insurance of Pastry Concept BV/Vormh.
3. Liability for damage resulting from intent or deliberate recklessness of Pastry Concept BV/Vormh is not excluded.
4. Any right to compensation requires that the Counterparty reports the damage in writing as soon as possible. Any claim for damages shall lapse after 12 months from the date the claim arose.
5. Pastry Concept BV/Vormh is not liable for damage caused by third parties, such as courier services or external suppliers.

If the Counterparty acts in the course of a trade or profession, the following applies:

6. Pastry Concept BV/Vormh is not liable for indirect damage. Liability for damage caused by intent or deliberate recklessness is not excluded.
7. Pastry Concept BV/Vormh is not liable for damage caused by third parties (e.g. courier services or external suppliers).

Article 9. Force majeure

1. In addition to Article 6:75 of the Belgian Civil Code, a failure by Pastry Concept BV/Vormh to fulfil any obligation shall not be attributable to Pastry Concept BV/Vormh if it is caused by circumstances beyond its control, including but not limited to failures of suppliers or third parties, power outages, computer viruses, pandemics or epidemics, strikes, or work stoppages.
2. In such cases, Pastry Concept BV/Vormh's obligations shall be suspended for the duration of the force majeure situation.

Article 10. Complaints

1. Complaints must be reported within 48 hours after delivery.
2. The Counterparty may no longer invoke a defect if it has not complained within two months after discovering or reasonably should have discovered the defect.
3. The Counterparty must allow Pastry Concept BV/Vormh at least four (4) weeks to resolve the complaint in mutual consultation.
4. If no complaint is reported within the specified time limits, the product shall be deemed to conform to the Agreement.

Article 11. Intellectual property

1. All intellectual property rights remain the property of Pastry Concept BV.
2. Pastry Concept BV/Vormh may use the Counterparty's name and logo as a reference or for promotional purposes if the Counterparty acts in the course of a trade or profession, always in consultation with the Counterparty.
3. The Counterparty indemnifies Pastry Concept BV/Vormh against claims by third parties relating to intellectual property rights.

Article 12. Warranty

1. Silicone molds and related silicone products are covered by a warranty period of two months after delivery.
2. Pastry Concept BV/Vormh is never responsible for the final suitability of products for any specific application, nor for advice regarding their use or application.

The warranty does not apply if:

- a. The Counterparty or Consumer has installed, repaired, or processed the products themselves or through third parties;
- b. The products have been exposed to abnormal conditions or handled negligently or contrary to instructions;
- c. The defect results wholly or partially from government regulations regarding the nature or quality of materials used.

Article 13. Data protection

Personal data of the Counterparty are processed in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR). Further information is available in the privacy statement of Pastry Concept BV.

Article 14. Amendment of terms

Pastry Concept BV may amend these terms and conditions with prior notice.

Article 15. Applicable law and competent court

All Agreements are governed exclusively by Belgian law.

Any disputes shall be submitted exclusively to the courts of the judicial district of West Flanders, division Kortrijk.