

Preamble

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1. Acceptance of terms

The client recognizes that at the time he places an order, he is familiar with the special terms of sale set down in the document that governs contractual relations between SUPERSEC S.P.R.L. and its client, both parties accepting them without reserve. These general terms of sale prevail over all other conditions set down in any other document, except in the case of prior express derogation in writing.

2. Products

Photographs illustrating the products do not fall under the scope of the contract. If they contain errors, SUPERSEC S.P.R.L. can under no circumstances be held liable. The weight corresponding to fresh products presented as corresponding to the weight of our dried products is given as an indication only and is in no way binding on SUPERSEC S.P.R.L. since the weights indicated are specific to the category of the product, the species, the drying process,.... Consequently, the only commercial reference weight to be considered is that of the dry product.

3. Order

Automatic recording systems are considered to show proof of the nature, content and date of the order. SUPERSEC S.P.R.L. confirms acceptance of the order to the client at the e-mail address that the client has communicated, or by postal address or telephone if there is no e-mail address. The sale is only concluded as from confirmation of the order. SUPERSEC S.P.R.L. reserves the right to cancel the order from any client with which a dispute exists concerning payment of a previous order. The information given by the buyer at the time the order is placed is binding on the buyer: in the event of an error in the particulars of the addressee, the seller cannot be held responsible for the impossibility to deliver the product.

4. Delivery

For reasons of availability, SUPERSEC S.P.R.L. can propose to the client either to postpone delivery until the missing article is available, to replace the missing article by an article in the same category, or to cancel the request for the missing article. Under no circumstances will a single order be shipped in several parts. If the client prefers two places of delivery, he should place two orders, with delivery costs associated with each order. After agreeing on the content of the order and confirming it, SUPERSEC S.P.R.L. undertakes to deliver all references ordered to the client as quickly as possible.

The carrier undertakes in a contract with SUPERSEC S.P.R.L. to deliver the order to the address provided to SUPERSEC S.P.R.L. as it was communicated by the buyer. For deliveries outside Belgium, the client undertakes to settle all taxes due for the import of the products, custom duties, value added tax, and any other taxes due under the laws of the country of receipt of the order. SUPERSEC S.P.R.L. refuses any legal liability if payment of taxes is not made by the client. All orders placed with SUPERSEC S.P.R.L. are intended for the personal use of the clients; the clients or addressees of the products shall refrain from re-selling the products, in all or in part. Delivery is made by Bpost using the TAXIPOST 24 hour service for Belgium, and TAXIPOST INTERNATIONAL BUSINESS with tracking for the countries in the EU or by international postal services for all other countries outside the EU. Any delay shall not be ground for a claim for damages by the buyer.

In Belgium, the average time required for carriage can vary from 1 to 5 working days depending on the location of the client. Within seven working days as from the date of shipment announced by SUPERSEC S.P.R.L., a client who has not received a package nor notice of passage must check with the post office corresponding to his address to see whether the package is waiting. If the package arrives in poor condition, the client must open it and control it in the presence of the deliverer. If the products are damaged, SUPERSEC S.P.R.L. recommends refusing the package by indicating on the delivery slip « damaged goods – package refused ». If the package shows clear traces of having been opened and if one or several articles are missing, SUPERSEC S.P.R.L. also recommends refusing the package and submitting a report of theft of mails with the post office, and sending the report to SUPERSEC S.P.R.L.

In the event of visible defects, the purchaser benefits from the right to return the package under the conditions provided in this document. The following are considered events beyond the control of the seller, exempting it from its obligation to deliver: war, riots, fire, strikes, accidents and the impossibility of procuring inputs. The goods always travel at the risk of the addressee. Check your package systematically when it arrives. You have 48 hours to make any reservations with the carrier in the event of missing or damaged goods. SUPERSEC S.P.R.L. is under no circumstances liable for non-compliance with delivery schedules announced by the carrier. Consequently, no damages nor reimbursement can be requested of SUPERSEC S.P.R.L. in the event of delay due to default by the carrier.

5. Cancellation

The return of a product by a buyer is only permitted if the product is returned intact, meaning unopened and undamaged, to the registered office of SUPERSEC S.P.R.L. In addition, return of the product will only be accepted if it is returned for signature on receipt using the DHL service – any other return that could compromise traceability will be refused.

After observing non-compliance of a product on receipt, we will proceed to exchange it with an identical product as availability allows.

6. Price

The price is expressed in euros. The price indicated on the product data sheets does not include carriage. The price indicated in confirmation of the order is the final price, expressed all taxes included, and including VAT for Belgium and countries in the EEC. It includes the price of the products, handling costs, packaging and conservation of the products, carriage and, if applicable, commissioning.

7. Payment

The price invoiced to the client is the price indicated on confirmation of the order addressed by SUPERSEC S.P.R.L. This price is payable cash on the day of the effective order.

On-line, we allow the client to make payment using the OGON server in a secure environment. The bank card number is processed by the OGON Server, settlement is made directly in a secure environment without transiting by the server of the store; this guarantee is particularly important since the client number is known exclusively to our partner, OGON.

The order validated by the client will only be considered effective when the bank payment centres concerned have given their agreement. In the event of refusal by those centres, the order will automatically be cancelled and the client will be informed by e-mail. Moreover, SUPERSEC S.P.R.L. reserves the right to refuse any order of a client with whom a dispute exists.

8. Disputes

This contract is subject to Belgian law. SUPERSEC S.P.R.L. cannot be held liable for damages of any kind, either material or consequential, nor for bodily injury that could result from malfunctioning or misuse of the products marketed. This is also the case for any modifications of products by the manufacturer. In any case, the liability of SUPERSEC S.P.R.L. will be limited to the amount of the order and cannot be invoked further to simple errors or omissions that may subsist despite all precautions taken in the presentation of the products. In the event of difficulties in the application of this contract, the buyer has the possibility to seek an amicable solution, before any legal action, particularly with the help of a professional association in the field, a consumer association or any other adviser of his choice. It is recalled that seeking an amicable solution does not interrupt the «brief period» of the legal guarantee, nor the duration of the contractual guarantee. It is recalled that as a general rule, and subject to the appreciation of the Courts, respect of the provisions of this contract concerning the contractual guarantee supposes that the buyer has met his financial commitments to the seller. Complaints or challenges will always be handled with attentive care – the person who takes the trouble to describe the situation is always presumed to be in good faith. In the event of a dispute, the client shall contact the company in priority to obtain an amicable solution. Failing that, the Commercial Court of Brussels has sole jurisdiction.

9. Guarantee

For food products, the dates of consumption indicated must be respected by the client. In any case, SUPERSEC S.P.R.L. cannot be held liable for non-compliance with the terms of regulations and laws in force in the company of receipt; SUPERSEC S.P.R.L.'s liability is systematically limited to the value of the product in question, on the date of sale, with no possibility of recourse against the trademark or the company producing the product.

10. Legal information

Indication of nominative information collected in the context of distance sales is mandatory, this information being required to process and deliver the orders and to establish invoices. This information is strictly confidential. Failure to supply such information results in automatic rejection of the order.

The seller undertakes not to disclose to third parties the information communicated by its clients. Such information will only be used for internal management purposes, in other words for processing orders, invoicing, service, solvency, marketing or personalized advertising... this list is not exhaustive.

The seller undertakes to comply with the principles of the Belgian law of 8 December 1992 on protection of privacy with regard to private data. On this subject, a client who has placed an order on the seller's site can at any time request to consult, correct or delete the personal data that the seller has recorded concerning him by sending an e-mail to welcome@supersec.be or a letter to the following address: SUPERSEC S.P.R.L., 62 chaussée de Forest, 1060 Brussels, Belgium.

11. Participation in contests

We may organize contests. To take part, you must register on the site www.supersec.be and consequently give your particulars. The information collected at the time of your participation in any contest will be used to communicate with you if you win.

12. Modification of this document

This document may be modified as time goes by, in order to adapt it to the evolution of technologies and the law. We can add, modify or withdraw parts if we believe it is appropriate to do so. Each time we update this document, the date of the modifications will be indicated.