

TERMS AND CONDITIONS

Article 1 – Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of LILOU-TEAM.
2. Parties can only deviate from these terms and conditions if they have expressly agreed to this in advance in writing.
3. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or of third parties.

Article 2 – Prices

1. All prices used by LILOU-TEAM are in Euros, are exclusive of VAT, and exclusive of any other costs such as administration costs, levies, travel, shipping or transport costs, customs, import or export taxes, ... unless stated otherwise or agreed in advance .
2. All prices that LILOU-TEAM uses for its products in brochures, or on its website, or that are otherwise made known, LILOU-TEAM can change at any time. Only the prices stated in a contract or on an order form are legally valid.
3. An increase in the cost prices of products or parts thereof, which LILOU-TEAM could not foresee at the time of making the offer that led to the conclusion of the agreement, may lead to a price increase.
4. The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.

Article 3 – Samples and Models

If the customer has received a sample or model of a product, he cannot derive any rights from it other than that it is an indication of the nature of the product, unless the parties have expressly agreed that the products to be delivered with the sample or model match.

Article 4 – Payments and term of payment

Products are paid in advance or settled immediately upon collection or loading of the products.

Article 5 – Consequences of not paying on time

1. If the customer does not pay within the agreed term, LILOU-TEAM is entitled to charge the statutory interest of 8% per month for commercial transactions from the day that the customer is in default, whereby part of a month becomes a whole month. counted.
2. When the customer is in default, he also owes LILOU-TEAM extrajudicial collection costs and any compensation and costs associated with the breach of contract.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the customer does not pay on time, LILOU-TEAM may suspend its obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of LILOU-TEAM against the customer are immediately due and payable.
6. If the customer refuses to cooperate with the execution of the agreement by LILOU-TEAM, he is still obliged to pay the agreed price to LILOU-TEAM.

Article 6 – Right of retention

1. LILOU-TEAM can invoke its right of retention and in that case keep products of the customer until the customer has paid all outstanding invoices with regard to LILOU-TEAM, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to LILOU-TEAM.
3. LILOU-TEAM is never liable for any damage that the customer may suffer as a result of using his right of retention.

Article 7 – Settlement

Unless the customer is a consumer, the customer waives his right to set off a debt to LILOU-TEAM against a claim against LILOU-TEAM.

Article 8 – Retention of title

1. LILOU-TEAM remains the owner of all delivered products until the customer has fully fulfilled all his payment obligations towards LILOU-TEAM.
2. Until then, LILOU-TEAM can invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.
4. The goods cannot under any circumstances form part of the customer's assets, nor can they be used in the event of liquidation, bankruptcy, liquidation or creditors of the customer.
5. If LILOU-TEAM invokes its retention of title, the agreement is deemed to have been dissolved and LILOU-TEAM has the right to claim compensation, lost profit and interest.

Article 9 – Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at the main office of LILOU-TEAM, under the term 'Ex-Works', unless the parties have agreed otherwise.
3. If the agreed amounts are not paid or not paid on time, LILOU-TEAM has the right to suspend its obligations until the agreed part has been paid.
4. In the event of late payment, there is creditor default, with the result that the customer cannot invoke a late delivery against LILOU-TEAM.

Article 10 – Delivery time

1. The delivery times stated by LILOU-TEAM are indicative and do not entitle the customer to dissolution or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
2. The delivery time commences when the customer has fully completed the (electronic) ordering process and has received an (electronic) confirmation of this from LILOU-TEAM.

3. Exceeding the specified delivery time does not entitle the customer to compensation or the right to dissolve the agreement, unless LILOU-TEAM cannot deliver within 14 days and has not sent an (electronic) confirmation to the customer.

Article 11 – Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

Article 12 – Transport costs

Transport costs are always for the account of the customer, unless the parties have agreed otherwise.

Article 13 – Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the customer must, before receiving the product, have the forwarder/delivery person make a note of this, and must immediately contact LILOU-TEAM about this, before the unload products. Failing this, LILOU-TEAM cannot be held liable for any damage.
2. If the customer takes care of the transport of the product himself, he must report any visible damage to products or packaging to LILOU-TEAM in advance. Failing this, LILOU-TEAM cannot be held liable for any damage.

Article 14 – Custody

1. If the customer does not purchase ordered products until later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
2. Any additional costs as a result of premature or late purchase of products are entirely for the account of the customer.

Article 15 – Warranty

1. All products are sold by LILOU-TEAM, without warranty and in the condition in which they are, seen and approved by the customer.
Even if the products are in closed boxes or big packs, and are therefore part of a stock lot. The customer therefore accepts these goods in the condition in which they are.
2. Unless expressly and in advance indicated by LILOU-TEAM, products sold with a guarantee cannot be covered by the guarantee in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, as well as when the cause of the defect cannot be clearly established.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties passes to the customer at the moment when they are legally and/or actually delivered, or at least come under the control of the customer or from a third party who receives the product on behalf of the customer.

Article 16 – Indemnification

The customer indemnifies LILOU-TEAM against all third-party claims related to the products and/or services supplied by LILOU-TEAM.

Article 17 – Complaints

1. The customer must examine a product or service provided by LILOU-TEAM as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer was reasonably allowed to do under the agreement.

Article 18 – Notice of default

1. The customer must notify LILOU-TEAM of any notice of default in writing, either by registered letter or electronically via info@lilou-team.com
2. It is the responsibility of the customer that the notice of default actually reaches (in time).

Article 19 – Joint and several liability

If LILOU-TEAM enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts owed to LILOU-TEAM under that agreement.

Article 20 – Liability LILOU-TEAM

1. LILOU-TEAM is only liable for any damage suffered by the customer if and insofar as that damage is caused by intent or deliberate recklessness.
2. If LILOU-TEAM is liable for any damage, it is only liable for direct damage resulting from or related to the execution of the agreement. LILOU-TEAM can never be held liable for second-hand goods and stock lots, if products show damage or if the product does not work in accordance .
3. LILOU-TEAM is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If LILOU-TEAM is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Article 21 – Expiration Period

Any right of the customer to compensation from LILOU-TEAM expires in any case 3 months after the event from which the liability arises directly or indirectly.

Article 22 - Right of dissolution

1. The customer has the right to dissolve the agreement if LILOU-TEAM imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by LILOU-TEAM is not permanently or temporarily impossible, dissolution can only take place after LILOU-TEAM is in default.
3. LILOU-TEAM has the right to dissolve the agreement with the customer if the customer does not fully or timely fulfill its obligations under the agreement, or if LILOU-TEAM has become aware of circumstances that give it good grounds to fear that the customer will not be able to properly fulfill his obligations.

Article 23 – Force Majeure

1. In addition to the Civil Code, a shortcoming of LILOU-TEAM in the fulfillment of any obligation towards the customer cannot be attributed to LILOU-TEAM in a case of force majeure.
2. Additional force majeure situations are also (but not exclusively): state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power failure, electricity failure, internet failure, computer failure, telecom failure, computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If a force majeure situation arises as a result of which LILOU-TEAM cannot fulfill 1 or more obligations towards the customer, those obligations will be suspended until LILOU-TEAM can meet them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.
5. LILOU-TEAM does not owe any (damage) compensation in a situation of force majeure, even if it enjoys any advantage as a result of a force majeure situation.

Article 24 – Amendment of the agreement

1. If, after concluding the agreement for its implementation, it appears necessary to change or supplement its content, the parties will adjust the agreement in good time and in mutual consultation.
2. The previous paragraph does not apply to products that have already been purchased in the warehouse of LILOU-TEAM.

Article 25 – Change of general terms and conditions

1. LILOU-TEAM is entitled to change or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. LILOU-TEAM will discuss major substantive changes with the customer in advance as much as possible.
4. Consumers are entitled to terminate the agreement in the event of a substantial change to the general terms and conditions.

Article 26 - Transfer of rights

Rights of the customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of LILOU-TEAM.

Article 27 – Applicable law and competent court

1. Only Spanish law applies to any agreement between the parties.
2. The Spanish court in the district where LILOU-TEAM is located has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.

Drawn up on 01 January 2023

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