

Terms and conditions

1. General terms and conditions for the A.S.Adventure website of retail concepts N.V.

These General Terms and Conditions apply to all transactions made online with Retail Concepts N.V.. Please read them carefully before you place an order. All agreements are subject to and will be interpreted in accordance with Belgian law, and all disputes between the parties shall be exclusively settled by the Belgian courts. Nothing in these General Conditions shall be deemed to affect your statutory rights.

By making use of this website, you accept these General Conditions. All transactions with Retail Concepts N.V. are subject to these General Conditions.

The words 'the company', 'we' or 'us/our' always refer to Retail Concepts N.V.. The word 'customer' always refers to the person or persons who purchase(s) goods from the company or agree(s) to purchase goods. Every reference to the website implies a reference to all URLs that are the property of Retail Concepts N.V..

2. Prices

All prices are stated in euros. They include VAT at the applicable rate, unless clearly stated otherwise. All prices are subject to change without prior notice.

3. Orders

To purchase a product, you first need to add it to your shopping basket. Once you have added your desired products to your shopping basket, you need to enter your contact and invoicing details. Then, you have to provide us with all necessary details for the payment of the products. Once we have received all of the above details, you will see an overview page. Once you accept this, your purchase is confirmed. The purchase agreement can be concluded in the language of the website where you make your purchase.

We accept orders through online transactions (secure server). All transactions using credit and debit cards are subject to verification and the authorisation of the card issuer. We accept Visa, MasterCard, Maestro, Bancontact/Mister Cash, KBC Online/CBC Online, ING Homepay, Dexia Direct Net, iDEAL and PayPal. If your card issuer refuses to authorise your payment to us, we cannot be held liable for shipping delays or a non-delivery of your order. Orders without valid payment in the name of the registered card holder will not be accepted or processed.

Attention: minors (under 18) may not proceed to the purchase, unless they have permission of one of their parents or their legal guardian

4. Shipping

Ordered products will be delivered as quickly as possible in accordance with the requested shipping method. All shipping costs are subject to change without prior notice. We will make every effort to ensure that you receive your order within the estimated delivery time. The maximum delivery time is 30 days following the day after the order was placed. All goods are supplied subject to availability. If we are unable to deliver your goods within 30 days, we will notify you immediately and inform you of the expected delivery date. If we are unable to deliver your goods within 30 days, you may cancel the undelivered orders/products at any time whatsoever once you have been notified of the late delivery. If payment has already been made, you will receive a full refund for the item or items in question. If the goods we supply are damaged during shipping or do not correspond to the items on the delivery note or the items you ordered, you are required to notify us and return the items within 14 calendar days following receipt. If we do not receive such notification, the customer will be deemed to have accepted the items and to be satisfied with them. We cannot be held liable for any consequential damage due to late delivery or non-delivery by the carrier engaged by the company. Our liability in such instances is limited to the value of the items which it has been demonstrated were not received by the customer.

5. Warranty

We apply the legal minimum guarantee period of two years (counting from the date of delivery) for the delivery of goods if the goods do not comply with the order placed. Defects caused by accidents, negligence or misuse are not covered by the guarantee.

This means that in the event of defects or malfunction of the goods, a free repair or replacement is possible up to two years after delivery. As far as possible and reasonable, you have the choice between repair or replacement. Only in the event that the repair or replacement is excessive or impossible, or cannot be carried out within a reasonable period of time, do you have the right to demand a price reduction or the rescission of the contract of sale. If the defect or fault becomes apparent within two years of delivery, it is assumed to have already existed before delivery unless we can prove otherwise.

If you have received a product in a damaged condition, you must inform us of this via [e-mail](#) within 2 months from the day on which you have noticed the damage. To ensure a

smooth handling we ask you to always add the order number and photo to your mail. Feel free to let us know if you want an exchange or a refund. In this case you will receive a free return label from us. Afterwards, send the damaged product to our return address. In case of a refund, please also add your account number so we can carry out the refund. All items must be returned to us in a neat and tidy condition.

A.S.Adventure
Aftersales Department
Smallandlaan 9
2660 Hoboken
Belgium

6. Products

Products are only for sale, unless stated otherwise, and are not always available at every retail outlet. We make every effort to ensure that the colours on the website match those of the actual product as closely as possible. Certain colours may vary due to technical limitations.

7. Returns & right of withdrawal

In accordance with the distance selling regulations, you have the right to cancel/return any order you have placed via the website within 14 calendar days from the day after the delivery date. You will then be reimbursed as soon as possible, with the exception of perishable goods.

In order to exercise the right of withdrawal, you must inform Retail concepts N.V., Smallandlaan 9, 2660 Hoboken, +32 828 30 15, [e-mail](#) of your decision to withdraw from the contract by means of a clear and specific statement (preferably by e-mail or in writing by post). As a consumer, you must be able to prove the notification if necessary. In order to comply with the withdrawal period, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

If you withdraw from the contract, you will receive back from us all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a method of delivery other than the cheapest standard delivery offered by us) no later than 14 days after we have been informed of your decision to withdraw from the contract.

However, the customer is responsible for the return of the goods. Return costs will only be reimbursed if A.S.Adventure has delivered a wrong or damaged article. In all other cases, the customer will have to pay for the return shipment himself.

We are allowed to wait with the refund until we have received the goods back, or you have proven that you have returned the goods, whichever time comes first. You must return or hand over the goods to us no later than 14 days after the day on which you have notified us of your decision to withdraw from the contract. You will be on time if you return the goods before the period of 14 days has expired.

Products must be returned to:

A.S.Adventure
Webreturns
Maccabilaan 34
2660 Hoboken
Belgium

We ask you to return the products in undamaged and complete condition (including all accessories), in their original & undamaged packaging, with the label, and ideally with a copy of the delivery note. So feel free to look at the delivered product as you would in the shop. For example: take a pair of shoes out of the box and look at them from all sides, fit this pair indoors, but don't walk outside with them. Is your product no longer in its original condition or in its original packaging? Then you will first receive the original purchase amount back, but a payment request will be sent to you afterwards, in accordance with Art. VI.51 WER, the amount of the reduction in value of the goods resulting from the handling of the goods that goes beyond what was necessary to determine the nature, characteristics and functioning of the goods.

[Download the withdrawal form >](#)

8. Force Majeure

We are not responsible for failure to comply with our obligations if this is the consequence of or is caused by labour disputes or any other circumstances that are reasonably beyond the company's control such as situations of force majeure, civil unrest or riots, floods, fire, strikes, lock-outs, transportation problems and promulgation of laws. If it becomes

impossible due to such circumstances for the company to deliver the ordered items in whole or in part within a reasonable timespan, the customer's liability will be limited to the value of the items already delivered, increased by any associated shipping costs.

9. Contents, Prices and printing errors

We check prices and specifications to the best of our ability, but although we make every effort to ensure that they are correct, we cannot be held liable for errors and omissions. We reserve the right to change our prices and specifications without prior notice.

10. Title to goods

All items supplied to the customer remain the property of Retail Concepts N.V. until we have received all amounts due for the items in question.

11. Complaints

All complaints and comments can be sent by [e-mail](#). We will use our best endeavours to deal with your complaint within 5 working days. If we cannot resolve your complaint immediately, we will inform you of the expected time and keep you informed of all enquiries.

1. All agreements we conclude with our customers, regardless of their place of residence, are governed exclusively by Belgian law and in disputes only the competent Belgian courts are competent. If, for reasons of international law, other laws apply, in the interpretation of current general terms and conditions, first and foremost, the Belgian Law on Market Practices and Consumer Protection will be used.

2. In the event of extrajudicial settlement of the dispute, the Consumer Consumption Service of the FPS Economy is authorized to receive any request for extrajudicial settlement of consumer disputes. This will in turn handle the application itself or send it to a qualified entity. You can reach the Consumer Ombudsman through this link: <https://www.consumerombudsman.be/en>

3. In the event of disputes of a cross-border nature, you can also appeal to the European Union's Online Dispute Resolution platform through this link: <http://ec.europa.eu/odr>

12. Safety

We make every effort to protect the safety of users of our online ordering service. We make use of SSL (secure socket layer) technology to secure your data during all sales transactions with us. Any information you provide is fully encrypted so that third parties cannot read it. (For Netscape click on the 'safety icon' at the bottom of the taskbar and verify whether SSL2 and SSL3 are ticked. For Internet Explorer click on Image, Menu and Internet Options and click on 'Advanced'. Check there whether SSL2 and SSL3 are ticked. Your browser will confirm that you are working in a safe environment: an icon with a locked padlock or a picture of a key will appear on the taskbar at the bottom of your screen.

13. Copyright

The content of this website and any other publications of Retail Concepts N.V. are the property of or are licensed by Retail Concepts N.V. or are used with the owner's permission. Reproduction is strictly prohibited without authorisation.

14. Reviews

These rules describe the conditions for submitting or using customer reviews on our website. The rules supplement the terms and conditions of use for our website and our privacy policy and apply to all users of our website.

When you submit a review, you automatically accept all terms and conditions of these rules and agree to comply with them.

a. Guidelines

We believe it is important that our customers receive all the information they need to make informed decisions about our products. We encourage all customers who have bought a product to share their experiences with others. We ask them however to follow these simple guidelines:

Your review must:

- represent your honest opinion, regardless of whether this is positive or negative;
- be correct as regards the stated facts;
- be relevant – focus on specific properties of a product and your experience with it;
- be concise - the number of characters is not limited, but we advise you to keep your review to 300 words.

On the other hand it is not permitted:

- to post obscene, tasteless, insulting or hateful reviews;
- to slander or provoke others;
- to impersonate someone else or to provide a false identity;
- to state the name, contact details or other personal details of another person;
- to include advertising or publicity material or links to other websites in your review;
- to include material created by someone else or to infringe another person's rights in your review;
- to give details about prices or availability in your review;
- to comment on another customer review.

These guidelines apply to every customer review and must be complied with according to the letter and spirit. We will decide at our discretion whether a customer review infringes these guidelines.

b. How we may use your customer review

You retain copyright to a customer review which you submit on our website.

But when you submit a review:

- you grant us the right to make free use of, amend, adapt, reproduce, publish and disseminate your customer review. This permission is free of charge and in perpetuity and can be passed on to third parties under sub-licence at our own discretion;
- you warrant that you wrote the review yourself, that it is not fully or largely copied from other material and that it does not infringe the aforementioned guidelines;
- you renounce any moral or similar rights you may have to your customer review, insofar as this is legally permitted.

The rights you grant us in relation to any customer review whatsoever that you place on our website imply (without restriction) that we are at liberty to publish your review in full or in part, even if you change your opinion and you request us to remove it; and also to remove or process it, even if it does not entail any infringement of our guidelines; and to use it in connection with the promotion or announcement of products and services on our website.

c. Infringements of our rules and guidelines

We reserve the right - at our discretion - to refuse, remove or modify a customer review, if we are of the view that it infringes these rules. We expressly reject any liability for any loss or harm arising from the use of customer reviews by any person whatsoever contrary to these rules.

If we are of the view that these rules have been infringed, we may take suitable action at our discretion. Any failure to comply with these rules is a material breach of the user conditions that allow you to use our website and may result in one or all of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of customer reviews you have already submitted on our website;
- a warning sent to you;
- legal steps against you for repayment of all costs (including but not limited to our reasonable administrative and legal costs) arising from the infringement;
- further legal steps against you; and
- handing over this information to law enforcement agencies if we consider this reasonably necessary or are legally obliged to do so.

We reject any liability for measures we may take in response to infringements of these rules. These measures are not limited to the above list and we are at liberty to take all other measures that we consider reasonably necessary.

d. Our responsibility

Customer reviews or other material displayed on our website are provided without guarantees, conditions or representations regarding their accuracy. Insofar as legally permitted, we, the other members of our group of companies and third parties affiliated to us, expressly reject:

- Any provisions, guarantees or other conditions otherwise implied by the law, common law or equity law
- Any liability for loss or harm, direct or indirect, incurred by a user in connection with our website or material placed thereon, including (but not limited to) loss of income, profit, data or clients.
- Nothing in these rules prevents bringing claims against us because of loss or harm you suffer due to our failure to comply with these rules, and nothing in these rules excludes our liability in the event of death or personal injury due to our negligence, or our liability in the event of fraudulent or incorrect presentation of a fundamental element, or any other liability whatsoever that cannot be excluded or limited on the basis of applicable law.

e. Complaints

If you wish to submit a complaint about a customer review on our website, please send this by [e-mail](#).

15. Recupel

We comply with all legal obligations regarding the disposal of waste batteries and electrical and electronic equipment. We and our partners ensure that the batteries and electronic

devices sold by us are properly taken back and processed. We emphasize to our customers that, in accordance with the applicable regulations, electrical and electronic appliances and batteries that have reached the end of their service life or are obsolete or no longer work must not be thrown in the dustbin or in the selective sorting bins of their local authority. This prohibition is indicated on the products themselves by the symbol of the crossed-out wheellie bin. The aim of these regulations is to reduce the waste of raw materials and to protect the environment and human health by preventing the dispersal in nature of substances contained in certain appliances. You have the possibility to dispose of this waste at an appropriate collection point or in our shops.

16. Contact details

A.S.Adventure
Web Support
Smallandlaan 9
2660 Hoboken
Belgium

[e-mail](#)

+32 (0)3 825 20 00

17. Registered office

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+32 3 828 30 15

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