

PINK FINCH - Terms and Conditions

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ARTICLE 1 - PREAMBULE

These conditions apply to all orders placed on the PINK FINCH website.

Our terms and conditions apply to remote contracts concluded on our site <https://topic.ephec.me> with consumers, that is, individuals who purchase products exclusively for non-professional purposes.

The products in our online store are only for consumers (“customers”).

PINK FINCH, is the commercial name of the company which is operated in person by Aurélie VAN VLASSELAER.

The company is located in Vinkenkaan 2, 1820 Perk in Belgium

Customer service e-mail address: contact@pinkfinch.be

Phone number: 0472384969.

Business Number: 0744924861.

T.V.A number: BE0744924861.

Website: www.pinkfinch.be

- 1.1 The purpose of the site is to propose the sale of furniture and other design objects manufactured by the company PINK FINCH
- 1.2 Our terms and conditions are available on the website at any time. As long as they have not been accepted via the box dedicated to this purpose, no order can be supported. It is possible to download and print the general conditions of sale.
- 1.3 We reserve the right to update these Website Terms and Conditions at any time without notice. The current version of these Terms and Conditions will be posted on the website from the date on which an amendment takes effect. Nevertheless, the general conditions in force at the time of your order will be those applicable to your order.

ARTICLE 2 – Conclusion of the contract

- 2.1 These general conditions are the only general conditions applicable to orders placed on the site.
- 2.2 The display of products on the site does not constitute a firm offer for sale. It is up to the consumer to make an offer and PINK FINCH to accept it. To place an order, the consumer must click on the “pay now” button. The offer is then issued.
- 2.3 We acknowledge receipt of your order by automatically sending an e-mail. This is the order confirmation which does not constitute acceptance of the offer. Acceptance of the offer takes effect at the time of sending a confirmation e-mail concerning the shipment of the product. From this moment, a contract is formed between the consumer and PINK FINCH. All orders will be confirmed provided all products are available.
- 2.4 To order from PINK FINCH, follow the instructions below :
- 1) Add the item of your choice to your cart by clicking on “Add to cart”;
 - 2) A pop-up with your addition is displayed. You will either have the right to continue browsing www.pinkfinch.be or proceed with payment;
 - 3) If you choose to proceed with the payment, you will be redirected to your shopping cart;
 - 4) By clicking on “proceed to payment” you will have the choice to create an account, or continue your purchase as a guest;
 - 5) You will be redirected to a form to complete your delivery and billing address.
 - 6) You will then be redirected to the payment method. You will then need to check the box “I have read and agree to the terms and conditions of sale without reservation” and click on “Order with payment obligation”.
 - 7) You will finally be redirected to the chosen payment method.
 - 8) An automatic message will appear on your screen with confirmation of receipt of your order.
- 2.5 On the site, contracts will be concluded exclusively in French.
- 2.6 The consumer has access to their order history from their personal profile.

ARTICLE 3 – PRODUCTS

- 3.1 The photos and illustrations used for the presentation of the products are non-contractual. These do not engage the company PINK FINCH because they are only intended to best reflect the reality. We cannot therefore guarantee the perfect similarity of the products, especially in terms of the color, which may vary depending on the lighting present when the photo is taken.
- 3.2 In the event of a shortage of stock, the consumer may be replaced by a similar product or ask for a refund.

ARTICLE 4 – PRICE

- 4.1 Prices are indicated in euros on the website.
- 4.2 The displayed price includes all taxes.
- 4.3 Delivery charges will be accessible by clicking on the hyperlink, which will be present on the product sheet.

4.4 However, it is possible that an error may occur in the pricing display due to a computer problem or human error. In this case, the consumer will be informed by e-mail and will have the choice between paying the difference between the displayed price and the actual price or cancelling his order.

4.5 PINK FINCH reserves the right to change the prices at any time. These will only apply on future orders and not on those already confirmed.

ARTICLE 5 – PAYMENT

5.1 All payments will be made via the website www.pinkfinch.be

5.2 Les The payment methods available to the consumer are as follows :

- Visa cards
- MasterCard
- Bancontact Payment
- PayPal

ARTICLE 6 - LIVRAISON

6.1 PINK FINCH anticipates a delivery time of fourteen working days, from the receipt of the confirmation of the shipment of the order in the Belgian territory.

6.2 In the event of a delay in delivery, the consumer shall order the delivery to be made within an additional period adapted to the circumstances. If the company has not made the delivery within that additional period, the consumer has the right to terminate the contract.

6.3 Delivery costs are borne by the consumer and vary according to the amount, quantity and weight of the package. Please visit <https://www.bpost.be/en/envoyer-colis/national> and <https://www.mondialrelay.be/en-be/envoi-de-colis/> for applicable rates.

6.4 The delivery methods used by PINK FINCH are BPost and Mondial Relay.

ARTICLE 7 – TRANSFER OF OWNERSHIP AND RISKS

7.1 The transfer of ownership takes place after the full payment of the price.

7.2 The transfer of risks takes place only when the consumer or a third party designated by the latter, but other than the carrier, takes possession of the property. However, in the case where the consumer chooses a carrier other than those proposed by PINK FINCH, the transfer of risks takes place when that carrier takes possession of the property.

ARTICLE 8 – RIGHT OF RETRACTION

8.1 Subject to the exceptions set out in section 9 below, you have the right to withdraw from this contract within fourteen calendar days.

The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier appointed by you, physically takes possession of the property. If you order one or more goods by means of a single order, and these goods are delivered separately, the period expires fourteen days after the day on which you, or a third party other than the carrier and designated by you, physically takes possession of the last good.

To exercise the right of withdrawal, you must notify your decision to withdraw from the contract to PINK FINCH, for the attention of Aurélie VAN VLASSELAER, at Vinkenkaan 2, 1820 Perk, at: +32472384969 and/or at her email address: contact@pinkfinch.be

You can make this notification using the withdrawal form template downloadable here (hyperlink in PDF printable).

8.2 For the withdrawal period to be respected, you only need to send your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

8.3 If you withdraw from this contract, we will refund all payments received, including delivery charges (with the exception of additional costs arising from the fact that you have chosen, if applicable, a delivery method other than the less costly standard delivery method proposed by us) without undue delay and, in any event, no later than fourteen days from the day on which we are informed of your decision to withdraw from this contract.

8.4 You must return the property to us or return it without undue delay and, in any event, no later than 14 days after you have communicated your decision to withdraw this agreement. This period is deemed to have been met if you return the property before the expiry of the 14-day period.

8.5 You will be responsible for the return costs.

8.6 You are liable only for the depreciation of the property resulting from manipulations other than those necessary to establish the nature, characteristics, and proper functioning of the property.

8.7 You do not have a right of withdrawal for online contracts for custom goods.

ARTICLE 9 – GUARANTEE

9.1 In accordance with Article 1649c of the Civil Code, the consumer is entitled to the legal guarantee of consumer goods, which protects him from any defect of conformity existing at the time of delivery of the goods and which occurs within two years after delivery of the goods.

9.2 By acting within the two-year period, the consumer may freely request the replacement or repair of the property at no cost. It will be based on what is possible and reasonable.

The repair or replacement period will suspend the two-year warranty period. This will resume upon replacement or completion of the repair of the property.

If the consumer is unable to request replacement or repair, he will be entitled to demand a refund or a reduction in the price proportional to the difference between the value of the goods received by the consumer and the value that the goods would have if they were complying.

9.3 The onus will be on the consumer to provide evidence of a non-compliance within two years of the purchase of the product. From the discovery of the defect, the consumer has two months to report it to PINK FINCH via the following email address: contact@pinkfinch.be

9.4 As soon as the two-year period of this legal guarantee expires, the consumer may then invoke the guarantee of hidden defects provided for in Article 1641 of the Civil Code. If the failure to comply constitutes a hidden defect and the consumer manages to prove the defect, he will have the right to choose between two remedies to be brought within a short time. He can either continue the resolution of the sale or ask for a decrease in the price by keeping the property. If PINK FINCH knew the defects of the PINK FINCH thing would not only be obliged to return the price but also the damages caused by them.

ARTICLE 10 – LIABILITY

10.1 PINK FINCH cannot be held liable for any problem or damage that would result from the misuse or unreasonable use of our products.

10.2 The amount of damages shall be limited to the price paid by the consumer.

10.3 The occurrence of an event constituting force majeure will lead to the suspension of the obligations weighing on PINK FINCH. PINK FINCH cannot be held liable if the events that occur independently of its will lead to the non-performance of the contract.

ARTICLE 11 – EVIDENCE

11.1 E-mails between the parties as well as systems of registration on the site constitute a valid means of proof of the transactions concluded between the parties, particularly in the context of a dispute.

11.2 Ticking the acceptance of the General Conditions of Sale is equivalent to a handwritten signature.

ARTICLE 12 – CLAIMS AND DISPUTES

12.1 These General Conditions of Sale are subject to Belgian law. They constitute the only law applicable to contracts concluded on the site.

12.2 Any dispute relating to the performance of this Agreement shall be within the jurisdiction of the Tribunal of Brussels. However, without prejudice to the right of the consumer who has his residence outside the Belgian territory, to invoke the mandatory provisions of the country of his residence.

12.3 You can also find out about the consumer mediation service on this site <https://consumermediationr.be/en>

12.4. You can also lodge a complaint with the European Commission by clicking on the following link: <http://ec.europa.eu/odr/>

*PINK FINK n'est pas tenu de participer à la procédure ODR mentionnée ci-dessus