
Terms and conditions GOLAZO SPORTS

ARTICLE 1. Applicability

The delivery of the services of GOLAZO SPORTS, based on the following terms, excluding written discrepancies between the parties and without prejudice to any special conditions agreed in a separate agreement.

They take precedence over any contrary and conflicting conditions of the customer, even if these are communicated afterwards.

These conditions take precedence over and are supplemented by the terms stated on the invoice of GOLAZO SPORTS.

They are deemed to have been accepted by the client unless written and registered protest is lodged within five calendar days of receipt. Any invalidity of any of these provisions will not affect the applicability of the other provisions.

ARTICLE 2. Unilateral change

GOLAZO SPORTS holds the right to amend these terms and conditions unilaterally. The customer will be notified in writing. The customer has the right to terminate the agreement free of charge within 30 days of notification of this change. If not, he will be deemed to agree to the amended terms and conditions.

ARTICLE 3. Order - offer

Only a written offer by GOLAZO SPORTS is valid. The validity of the offer is limited to 30 days. The agreement is made only after acceptance of the order of the customer by GOLAZO SPORTS.

ARTICLE 4. Intellectual property

GOLAZO SPORTS remains the sole holder of the intellectual property rights for its creations and organizations.

Any delivery remains the property of GOLAZO SPORTS until the moment of full payment of the price.

ARTICLE 5. Price

The prices invoiced by GOLAZO SPORTS, are in euros and exclude taxes. The prices are exclusive of VAT, unless explicitly stated otherwise. The exchange risk is borne by the customer.

When a price increase occurs of certain products outside of the control of GOLAZO SPORTS, prices can be adjusted accordingly.

ARTICLE 6. Payment

The service must always be paid in advance and this through the online payment system. The order is only valid after payment of the full amount.

GOLAZO SPORTS claims to have taken full and appropriate care and thus acts as a normal and careful online seller. Any theft cannot therefore be invoked against it.

ARTICLE 7. Right of withdrawal

The services covered by the services referred to in Art. VI, 53, 12 ° WER of which the right of withdrawal is excluded.

ARTICLE 8. Cancellation

Any cancellation of the order by the customer must be in writing. It is only valid if when written acceptance has been sent by GOLAZO SPORTS, who is not obliged to do so at any given time.

ARTICLE 9. Cancellation - Force Majeure

If GOLAZO SPORTS cannot carry out, or cannot carry out in a specified delivery period, an agreed order due to any cause beyond its control or due to force majeure, GOLAZO SPORTS can terminate the contract without any compensation.

Any event that occurs outside the will and control of the parties and to which parties could not reasonably have foreseen at the time of conclusion of the contract, makes a situation of force majeure. Parties recognise explicitly that the following circumstances constitute a situation of force majeure (not limitative): non-delivery or late delivery or errors from suppliers or other engaged third parties, instructions, decisions or interventions of any kind by public or regulatory authorities (“fait du Prince”), terrorism or the threat of terror, weather conditions (such as extreme heat, thunder, storm, gusts, floods, etc.), fire, riot, war or threat of war, uprising, epidemics, state of quarantine, disruptions in a (telecommunications) network or connection or used communication systems, riots on the public highway, blockades, strikes or lock-outs, demonstrations and other disturbing disturbances.

ARTICLE 10. Liability

GOLAZO SPORTS will not, unless intended, be held liable if the execution of an accepted service cannot or does not occur timely in consequence of the error of its employees, subcontractors or due to the fault of the customer. The liability of GOLAZO SPORTS for any direct or indirect damage that occurs in the execution of an assignment accepted by it is, except if intended, always excluded. If GOLAZO SPORTS per impossible would be impossible to pay any compensation, for whatever reason, it will in any case be limited to the amount of the proven direct damage, to the exclusion of all others. Under no circumstances will the compensation be higher than price of the subject as per the contract.

ARTICLE 11. Complaints

No complaint to the services will be accepted if they are not sent by registered mail to GOLAZO SPORTS, Schoebroekstraat 8, 3583 Paal-Beringen, within 8 days after the execution of the services or discovery of any defect. Failing this it will be deemed to be accepted services.

ARTICLE 12. Duties

GOLAZO SPORTS is making every effort to meet its contractual obligations and the expectations of the customer. However, they can only be held to an obligation of means.

ARTICLE 13. Personal data

The customer hereby grants permission to GOLAZO SPORTS in the context of the relationship between the parties to collect personal data and incorporate it into a file for commercial - administrative purposes and for the purpose of direct mailing. GOLAZO SPORTS will ensure that all legal formalities have been completed and that the customer, in accordance with the General Data Protection Regulation 2016/679 relating to data processing lays down the access right to the data and the correction thereof, is entitled to access and correct the data processed. At all times the customer can request the correction of his/her personal data based on the contact details specified in these general terms and conditions.

ARTICLE 14. Solidarity

In case of multiple clients, they are jointly and severally liable for their various obligations and they are supposed to have done away with the benefits of division and dispute.

ARTICLE 15. Implementation modalities

The transport risk and the postage and delivery costs are exclusively borne by the client.

ARTICLE 16. Period

Only the periods indicated in writing by GOLAZO SPORTS are binding. These periods will be extended at least in cases of force majeure, changes to the order by the client, delay in the transfer of information and / or documents submitted by the client or delay payment.

ARTICLE 17. Applicable law - jurisdiction

The agreements between GOLAZO SPORTS and the client are subject to Belgian law. All disputes are subject to the exclusive jurisdiction of the courts of the registered office of GOLAZO SPORTS.

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