

General Terms and Conditions B2C

1. Applicability

The services provided by Glowbus are solely governed by the General Terms and Conditions of Glowbus, which are stipulated below. These conditions are applicable to all quotes, offers, work, agreements and services or goods provided by, or on behalf of Glowbus. It is only possible to deviate from these conditions if parties have agreed so expressly and in writing.

Glowbus reserves the right to amend its General Terms and Conditions in accordance with the legislation in force, governing law, as well as the customs in the sector and modifications with regard to its business purpose. Glowbus is committed to communicate all amendments to the customer, to make sure they can take knowledge of it. If the customer pays the following invoice of Glowbus, the customer is deemed to have accepted the amended conditions, except evidence to the contrary.

2. Agreement

The agreement will become effective at the moment of acceptance of the quote by the customer and meeting the conditions set out therein.

If the customer has accepted the quote electronically, Glowbus will confirm receipt of acceptance of the offer electronically without delay. As long as the receipt of this acceptance has not been confirmed by Glowbus, the customer can dissolve the agreement.

If the agreement comes about electronically, Glowbus will take fitting technical and organizational measures to secure the electronic transfer of data and will provide a safe web environment. If the customer chooses to pay electronically, Glowbus will adhere to fitting security measures.

Glowbus has the ability to, within the legal framework, gain information about whether the customer is able to meet its payment obligations, as well as all those facts and factors relevant to responsibly entering the remote agreement. If Glowbus, based on this investigation, has good grounds to not enter into the agreement, it is authorized to refuse an order or a request or to impose special conditions on the execution.

3. Prices

The prices mentioned are expressed in Euro, in accordance with the relevant legal regulations and are including the payable VAT, unless parties have made a different agreement.

Payment must occur immediately at the placement of the order. Payment can be done through an online payment system or bank transfer. If the customer does not adhere to the payment conditions, he shall be liable by law and without notice in default. Glowbus is, as of that moment, authorized to suspend delivery.

If payment has not been received at the due date, the customer is liable by law and without notice of default to pay an annual interest of 10%. If payment has not been received within one month after the due date, an additional compensation payment will be owed of 10% of the total price with a minimum of 50 euro. No notice of default will be issued for this. In case of partial payment, the integral compensation payment remains owed.

Upon not-payment on the due date of one single invoice, the balance owed of all other, also invoices not yet due, will legally become immediately due.

The customer owes the price indicated by Glowbus per product. Apparent mistakes in the pricing, such as evident inaccuracies, can be corrected by Glowbus after signing of the agreement.

Glowbus reserves the right to pass on the costs of delivery of the product to the customer

4. Retention of title

The products delivered remain the exclusive property of Glowbus until the moment the customer has provided complete payment. The customer is committed to point out this retention of title to any third parties involved. Notwithstanding the retention of title, the risk, however, will be immediately transferred to the customer from the moment of delivery.

5. Delivery and delivery time

The delivery dates are, unless otherwise agreed, always indicated for informative purposes. As such, any exceeding of the indicated terms by the customer cannot be invoked to request dissolution of the agreement, claim compensation payment, or make any other claim against Glowbus.

6. Risk, warranty, and defects

From the moment delivery has been completed, the risk of loss, damage and theft is transferred to the customer, regardless whether payments have been done or not.

Products of Glowbus are covered by a warranty of two years from the date of delivery and to the degree that the use has been in accordance with the operating instructions.

The customer must thoroughly inspect the delivered product immediately after receipt.

Visible defects must, except when explicitly agreed otherwise, be invoked within a reasonable term after delivery. In this term, the customer must send a registered letter containing a detailed and limited summary of the defects. Our obligations in relation to visible defects is in any case limited to repair of the goods, excluding all costs or compensation payments.

Any hidden defects must be invoked within a reasonable term. A claim based on a hidden defect must, on penalty of default, be made within 4 months after delivery. This all applies unless other agreements are made for certain components.

7. Liability and force majeure

Glowbus is not bound to payment of any compensation payment to the customer or others, except in the case of deliberate or gross negligence. Furthermore, Glowbus cannot be held liable for consequential or company damage, indirect damage and loss of profit and turnover. Any liability for damages, resulting from or relating to the execution of the agreement, is always limited to the amount of the delivery. Indirect damages are not eligible for compensation.

Glowbus can never be held liable for not complying with its obligations if there is a situation of force majeure. Force majeure is considered to be all external causes, foreseen or not foreseen, on which Glowbus does not have any influence and due to which Glowbus is not able to meet its obligations. Glowbus can invoke force majeure, if the circumstances which prevent fulfilment of the obligations occurs after Glowbus should have fulfilled its obligation.

During force majeure, the delivery obligations, and other obligations of Glowbus will be suspended. If the period in which force majeure prevents fulfilment of the obligations for longer than 8 weeks, both parties are authorized to dissolve the agreement, without any obligation to compensation in such a case.

8. Returns

For all products purchased with Glowbus, the customer has a revocation right. The customer has to claim this invocation right within fourteen calendar days starting the day after delivery.

The customer must return the product to Glowbus as soon as he has announced to claim his invocation right, and no later than fourteen calendar days after this announcement. The accompanying costs will be borne by the customer.

The customer is liable for the depreciation of the product flowing from the treatment of the product in a way that is outside of normal treatment. Glowbus is therefore entitled to charge the costs of the depreciation. The customer must return the product in its original state. This means the product is contained in its original packaging and that the product has not been used in any case.

The customer has the option to add a logo or inscription to the product. In that case, the customer opts for customized work and returning of the product is no longer possible.

9. Compensation payment

If the customer refuses the order, annuls the contract or if execution of the order is rendered impossible by the customer, he is obliged to pay a compensation of 25% of the total amount, unless Glowbus can demonstrate a higher damage. The customer is entitled to a similar compensation if we annul the contract or we are not able to fulfill the agreement due to our own actions.

10. Intellectual property

Glowbus reserves all intellectual rights on all products and trade names. The intellectual rights cannot be copied or used in any other way without written permission of Glowbus.

11. Personal details

The customer expressly agrees to the collection and processing by Glowbus of the personal details necessary for concluding the agreement. The personal details of the customer will only be used by Glowbus for the purposes of executing the agreement and will be retained by Glowbus for a period of three years after the date of receipt.

The customer agrees, by accepting these general conditions, that Glowbus can also use the personal details of the customer for marketing purposes. The customer still has the right to resist the processing of his personal details for marketing purposes. The customer has to contact Glowbus to do so.

The customer also has the right to access and improve the personal details pertaining to him free of charge. For this, the customer must prove his identity and contact Glowbus.

To protect the privacy details, Glowbus has drawn up a detailed privacy statement which applies to our cooperation and which can be found on our website.

12. Disputes

Belgian law applies to all disputes relating to this agreement. Only the Peace Court in Westerlo and the courts of the legal district department Turnhout are authorized to deal with possible disputes.