

## TERMS & CONDITIONS

### Definitions

1. In these terms and conditions the following concepts have the following meaning, unless explicitly stated otherwise.

Hooked: the determiner of these terms and conditions.

The customer: a party who is a natural person.

These conditions apply to every offer, tender and agreement between the customer and Hooked. Except where stated otherwise in writing by Hooked and other parties.

2. These terms also apply to agreements with Hooked, when third parties are involved.

3. Any exceptions to these general conditions are valid only if agreed upon in writing by Hooked and the customer.

4. Prices are online prices. No further rights can be derived from these prices.

### About the products

Products are depicted and/or described as clearly and truthfully as possible on the website and/or in written tenders. Products possess the qualities as mentioned by Hooked. If the customer accepts the tender, the website clearly states what the customer is due upon purchase and what the customer's rights and obligations entail.

### About the contract

Hooked speaks of a purchase agreement after the customer places an order at online store. For confirmation, Hooked will send you an email with all order and address information. Any mistakes in order and address information are entirely at the customer's risk and expense. Should the customer discover a mistake in an order, please contact Hooked within 24 hours by email via [hello@wearehooked.be](mailto:hello@wearehooked.be)

### About payments

Payment is due in Euros, unless agreed otherwise between Hooked and the customer. Payment can be made by a transfer to our bank account or giro account (the customer always pays in advance).

## **About returning items**

The main objective of Hooked is to have satisfied customers. Therefore Hooked provides a 7day trial period for all purchases. The trial period implies that the customer can return products in its original packaging within 7 days without any further obligation to purchase goods on the one condition that returned items have not been used or damaged. The costs for the return shipment are on the expense of the customer. Upon the clearance of Hooked that the returned shipment is undamaged and unused, the customer will be refunded within 14 days. However, the sale is final when the customer receives the purchased items and 7 days have expired.

## **About delivery**

Hooked is doing its utmost to deliver orders as soon as possible. If a delivery is delayed or if an order can only be partially executed, the customer will be notified duly. Whenever a delivery period is specified, these are indicative. A specified delivery date is never a deadline. Delivery times will never exceed the specified delivery time by more than 5 days, unless there are circumstances at stake beyond Hooked's control. When a term is exceeded, the customer has to give Hooked a notice in default in writing. The orders are shipped with the Belgian postal service "The Post". If the purchase amount is less than €120, the customer pays the shipping costs. The shipping costs are stated in the invoice and on the website.

## **About shipping**

Hooked bears the risk of damage and loss of a product during shipment to the customer. Once the items have been received by the customer the risk of damage and loss transfer to the customer. If one or more items are lost, the customer is obliged to assist in the investigation. In case of failure to meet this obligation Hooked is entitled to pass on the costs of shipment and purchase to the customer.

## **About warranty**

Hooked guarantees the reliability and/or usefulness of the articles supplied in accordance with the specifications provided on the website. In case of visible defects, the customer must return the product within the trial period, subject to a notice of defect. In case of visible or hidden defects the customer has to report the complaint within 14 days after the invoice date. In such a case the customer must file a complaint in writing describing the defects. If the customer does not request a repair or replacement in writing, Hooked will decide one-sided whether the item will be replaced. If the customer returns items on their own initiative, the customer is accountable for the transport costs. In that case Hooked is not liable for damage caused during transport. Hooked is not liable for damages suffered by the customer or a third party through the use of a Hooked article, unless the customer proves that the damage is caused by intent or gross negligence on part of Hooked. (In)Direct costs or damages to the customer or a third party caused by the use of a

defective item, are not reclaimable, unless the customer proves that the cost or damage is caused by intent or gross negligence on part of Hooked .

### **About refunds**

Money paid for items that are returned within the trial period or advanced payments made by the customer under conditions set by Hooked, will be refunded if the sale is not established.

### **About privacy**

By placing an order personal data are stored in the register of Hooked. At the written request of the customer Hooked will provide the customer in question their personal data accordingly. Corrections in the personal data provided by the customer will be processed unless the corrections prove to be incorrect. Personal information will not be passed on to third parties. Hooked appreciates the trust you place in us and will do everything possible to protect your personal information. To receive the newsletter you have to register on our website. For any further questions please contact us by email.

### **About images**

The images on our website may deviate from the actual products, but are depicted as accurately as possible. Always read the description that corresponds with the product.

### **About complaints**

Hooked tries to handle complaints within 30 days, you will be duly notified if this deadline can't be met. Disputes may also be submitted to a committee or to a competent court. These terms and conditions as well as all agreements are subjected to the Belgian law.

### **Other provisions**

For the impact of typing errors on the website or other forms of media Hooked can not be held responsible. By placing an order the customer hereby unconditionally agrees to the above mentioned terms and conditions.

These conditions were last updated on: September 29, 2014