



### ARTICLE 1. SCOPE

1.1 These general conditions (hereinafter “General Conditions”), as well as the references they contain, shall apply to any sales contract you (hereinafter the “Customer”) conclude with SPRL Odette Lunettes, whose registered office is at 9120 BEVEREN, Bosbeek 3, registered with the Crossroads Bank for Enterprises under number: 0568.878.967, VAT number: BE0568878967, tel.: +32496496995, e-mail: contact@odettelunettes.com and bank account BE41 3631 4351 8210 (hereinafter “Odette Lunettes”).

1.2 The General Conditions apply on all orders and purchases made via the platform at <http://odettelunettes-dealers.com/>, by email, by phone or by postal service.

1.3 Odette Lunettes reserves the right to modify the General Conditions. If applicable, Odette Lunettes will publish these modifications on its website. The General Conditions applicable at the time of a confirmation of an Order, shall remain applicable for such Order.

### ARTICLE 2. ACCEPTANCE

2.1 The Customer acknowledges having read the General Conditions. By confirming its Order, the Customer acknowledges its acceptance of the General Conditions in their entirety and without reservation.

2.2 Acceptance of General Conditions also implies that the Customer renounces entirely to the application of its own general or specific (purchase) conditions.

### ARTICLE 3. PRODUCTS AND AVAILABILITY

3.1 Odette Lunettes sells sunglasses and sunglasses “made to order” that are also available with corrective lenses (hereinafter “Product” or “Products”).

3.2 The Products are manufactured according to the specifications indicated by the Customer via the website, sent by post or email or communicated by telephone. Therefore, the Customer must communicate these specifications (color code, model, size and quantity) carefully and completely.

3.3 In case Odette Lunettes, either for insufficient availability of products or force majeure, is unable to honour the Order, Odette Lunettes will contact the Customer about this and it will be able to modify or cancel its Order

without charge.

### ARTICLE 4. ORDERS AND ACCOUNT

4.1 To order Products, the Customer must provide Odette Lunettes with its company information. This information must be current and accurate. The Customer information is protected in accordance with Article 15 hereof.

4.2 When the Customer clicks on the button “validation of the order” via the website, places an order by post, email or by telephone, the order is definitively confirmed: the order is registered and the sale definitively concluded, unless the Products are unavailable in accordance with Article 3.3 or the order is refused by Odette Lunettes pursuant to Article 4.3 (hereinafter “Order” or “Orders”). Any errors made during the input of the specifications of the Order can no longer be corrected. The purchase order is recorded in the computer files of Odette Lunettes, which are kept on a secure and durable medium.

4.3 Odette Lunettes reserves the right to refuse Orders within 30 days after receipt of the Order. An Order may be canceled in case of an erroneous price indication, non-payment of previous orders or if Odette Lunettes believes that the Products have too often been returned or lost in the past.

4.4 After the sale is definitively concluded in accordance with Article 4.2, a confirmation of the Order (hereinafter “Confirmation”) is sent by email at the latest at the time of delivery of the Products, by Odette Lunettes to the Customer at the email address mentioned by the Customer at the time of placing the Order. The Confirmation is sent with an electronic copy of the invoice.

### ARTICLE 5. OBLIGATION TO PURCHASE

5.1 The Customer agrees to purchase a minimum of 48 frames of its choice per one-year period, from the date of the Confirmation of the first Order.

5.2 If the Customer does not comply with the above-mentioned obligation to purchase, the Customer will be informed accordingly and shall have thirty (30) days to regularize the situation. If this is not done, an indemnity of EUR 750.00 will be due without any further notification.

## ARTICLE 6. PRICE AND PAYMENT

6.1 The prices of the Products indicated in the online store of Odette Lunettes are exclusive of VAT. Only the prices mentioned on the website <http://odettelunettes-dealers.com/> at the time the Order is registered will be applied, except for printing- or adjustment error. If necessary, Odette Lunettes shall inform the Customer thereof within thirty (30) days from the date of the Order. The Customer will then have the choice of accepting the new price or canceling the Order.

The prices mentioned in the online store do not include transportation costs, which will be billed to the Customer as follows:

- For any order below EUR 300 (excluding VAT), EUR 10 (excluding VAT) will be charged.

- For orders over EUR 300 (excluding VAT) no shipping costs will be charged.

If, on the same day, a Customer places many separate Orders, these Orders cannot be combined and these additional charges will be billed separately for each Order. When buying outside Belgium, local taxes (i.e. customs fees, taxes) may be applied. These costs are the sole responsibility of the Customer.

6.2 Orders that initiate the one-year period of Article 5.1, must be paid immediately. An immediate payment is made by bank transfer or via the online payment method provided by Mollie. The terms of this payment system can be found via the following link: <https://www.mollie.com/be/terms>.

Any other Order made within this same period, must be paid within thirty (30) days of the invoice. The following additional billing conditions will apply in such case:

- if payment is not made when due, an indemnity equal to 15% of the balance of the unpaid invoices, with a minimum of EUR 100 will be due as of right and without any prior notice required.

- any late payment will be charged interest at the rate of 1% per month on the unpaid balance from the date of the invoice, as of right and without any prior notice required.

## ARTICLE 7. DELIVERY

7.1 Odette Lunettes will deliver the Product in accordance with the Order to the address that was mentioned in the Order. A change of address is only possible within 24 hours of your Order by telephone or via [contact@odettelunettes.com](mailto:contact@odettelunettes.com).

7.2 Processing and distribution are provided by our service center:  
Address in Belgium:

Eye-to-eye Optiekservice  
Rijksweg 392  
3630 Maasmechelen  
Tel.: 0032 (0) 89 - 57 21 93

Address in the Netherlands:  
Eye-to-Eye Optiekservice  
Postbus 48  
6170 AA Stein  
Tel.: 0032 (0) 89 - 57 21 93

7.3 When an order is shipped, the Customer will receive an email containing a "track & trace" code to follow the progress of the Order.

7.4 Every effort is made to deliver the Order within seven (7) days. This delivery time is purely indicative. In case of abnormal delay, that is to say if the Order has not been delivered within thirty (30) days from the date of receipt of the Confirmation, the Customer has the right, except in cases of force majeure on Odette Lunette's side, to cancel the sale in writing and without judicial intervention or to request a replacement Product of equal value. The Customer expressly waives any other possible recourse, in particular any claim for compensation in any form whatsoever.

7.5 In case several Products are ordered, every effort will be made to deliver all the Products in a single package. If this is not possible, Odette Lunettes will inform the Customer by e-mail.

## ARTICLE 8. RETENTION OF TITLE

8.1 Ownership of the Products will only be transferred to the Customer after fulfillment of all obligations to Odette Lunettes pursuant to the delivery of the Order, including the payment of the agreed price, costs, interest and any other indemnities.

Without prejudice to this title retention clause, the risk is fully transferred to the Customer at the time of the Order. From that moment on, the Customer assumes, among others, the risk of loss, theft and partial or total destruction of the goods, including in cases of force majeure.

8.2 Until full ownership of the Products has been effectively transferred to the Customer, it is expressly prohibited that the Customer use the Products as payment or that they be pledged or encumbered whatsoever. The Customer undertakes to immediately notify Odette Lunettes by e-mail and by registered mail of any seizure made by a third party of the Products sold.

8.3 The Customer has a duty of care with respect to the Products which are subject to the retention of title and must store them in perfect condition in a clean and appropriate place in accordance with the highest standards and safety requirements applicable in the industry.

8.4 The Customer undertakes to inform Odette Lunettes in case the Products are stored in a place that it does not own and will communicate to Odette Lunettes the identity of the such owner at the request of Odette Lunettes.

## **ARTICLE 9. NON - COMPLIANCE**

9.1 Odette Lunettes seeks to comply with all laws, regulations, recommendations and quality standards for the Products.

9.2 Odette Lunettes will ensure that the Products and materials used are free from visible defects on delivery, and that they comply with the Order, the state of the art and the normal requirements of usability, reliability and durability.

9.3 The Customer undertakes to immediately receive the Products upon delivery, to check them and in the case of any visible defects (i) report them to the carrier and have them written into the carrier's delivery statement; or (ii) to inform Odette Lunettes in writing without delay and no later than 48 hours after receipt. This notification must contain a detailed description of the defect. Claims for visible defects are valid and are only examined if the Products sold have not yet been used by the Customer. These claims do not however suspend the payment obligation on the part of the Customer.

9.4 The responsibility of Odette Lunettes for any hidden defects on Products delivered by Odette Lunettes is limited to defects that appear within six (6) months of delivery of the Products. Any hidden defect must in any case be reported to Odette Lunettes by registered mail immediately and no later than seven (7) days after discovery of the defect, under penalty of forfeiture of the claim. This notification must contain a detailed description of the defect. Claims for hidden defects do not however suspend the payment obligation on the part of the Customer.

9.5 In case of manufacturing error, that is to say when 5% of a Product has exactly the same defect, the Customer has the opportunity to exchange the Product within two (2) years.

Returns will be processed within two (2) weeks and Odette Lunettes will send its assessment to the Customer in writing after analysis. If a manufacturing error was detected but the Product is not in stock, settlement will be in the form of an additional delivery made with the next paid Order.

Such returns are accepted only with the prior written consent of Odette Lunettes. The costs and risks associated with return shipments are borne by the Customer. Each return shipment must be packed in an insured parcel, traceable and sufficiently protected so that the Product cannot move freely in its package.

## **ARTICLE 10. USER MANUAL**

10.1 The Customer agrees to communicate the following instructions to each end user to ensure the optimal use of each Product:

- Clean the lenses of your glasses with the supplied microfiber cloth. Do not use wet wipes containing alcohol or other corrosive substances.
- Do not expose the glasses to high temperatures for long periods of time, for example on the dashboard of a car under a blazing sun; the frame could become deformed and the glasses could be damaged.
- Sunglasses (with corrective lenses) are not suitable for driving in the darkness.
- Keep out of reach of children.

10.2 Each Product must be stored in an adequate space so that it cannot be damaged.

10.3 The glasses must be mounted in accordance with the rules of the art in order to avoid any damage. In the event of any questions on the assembly of the lenses, Customer should contact the service center. See contact information in Article 7.2.

## **ARTICLE 11. PROMOTION AND PUBLIC RELATIONS**

11.1 Odette Lunettes provides photos and video material as promotional material that can be requested in digital format via the platform <http://odettelunettes-dealers.com/>. However, the use of promotional material and promotional campaigns must be approved beforehand by Odette Lunettes in writing. Odette Lunettes undertakes to respond to such requests within a reasonable delay.

11.2 Odette Lunettes' exhibition materials and displays may be requested in writing by the Customer. Odette Lunettes reserves the right to charge a fee which, if applicable, must be paid before the material is sent to the Customer.

Odette Lunettes undertakes to respond to such requests within a reasonable delay.

11.3 In the event that the Customer organizes an open day or an event, he may request in writing the presence of Eline de Munck for a maximum of two (2) hours, provided that an additional Order of at least twenty (20) frames is made and that Eline de Munck is available. Odette Lunettes undertakes to respond to such requests within a reasonable delay.

11.4 Odette Lunettes provides a “store locator” on its website ([www.odettelunettes.com](http://www.odettelunettes.com)) so that the end consumer can find the nearest sales location for the Products. The Customer agrees that its relevant details be made available to the end consumer.

## **ARTICLE 12. POP - UPS AND ONLINE SALES**

12.1 Odette Lunettes reserves the right to open “Pop-Up” stores at places and times of its choice. The Customer recognizes this right and abstains from any opposition or negative publicity in this respect.

12.2 Odette Lunettes reserves the right to sell its Products online on its website ([www.odettelunettes.com](http://www.odettelunettes.com)) to end consumers. The Customer recognizes this right of sales online and abstains from any opposition or negative publicity in this respect.

## **ARTICLE 13. AFTER - SALES SERVICES**

13.1 The Customer undertakes to offer an after-sales service to the end consumer.

13.2 The Customer agrees to offer the same after-sales service to end consumers who have purchased Products online or in a “Pop-Up” store. The Customer cannot refuse to provide this after-sales service.

13.3 Odette Lunettes reserves the right to determine, in its sole discretion, the outcome of claims for after-sales services.

## **ARTICLE 14. INTELLECTUAL PROPERTY**

Alle intellectuele eigendomsrechten (zoals: auteursrechten, beeldmerken, woordmerken) op de Producten, teksten, beeldmateriaal en alle andere creaties van Odette Lunettes, rusten uitsluitend bij Odette Lunettes. Elke reproductie geheel of gedeeltelijk van de catalogus van Odette Lunettes is strikt verboden, behoudens voorafgaande schriftelijke toestemming.

## **ARTICLE 15. PRIVACY POLICY**

15.1 Odette Lunettes processes the Customer’s data in a strictly confidential manner, in accordance with European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 EC (General Data Protection Regulation). The Customer has a right of access to, can correct this data and oppose its processing for direct marketing purposes by sending an email to [contact@odettelunettes.com](mailto:contact@odettelunettes.com). Without prejudice to the provisions of Article 11.4, Odette Lunettes agrees not to disclose Customer information to third parties. For further information, the Customer may contact the Commission for the Protection of Privacy (Rue de la Presse 35, 1000 Brussels, Tel.: +32 (0) 2 274 48 00, Fax: +32 (0) 2 274 48 35 E-mail: [commission@privacycommission.be](mailto:commission@privacycommission.be)).

15.2 The website of Odette Lunettes uses cookies. Cookies are small text files stored on the hard drive or in the user’s computer memory. Cookies are used to keep track of preferences that have been set, such as language settings. If cookies are not accepted, some functions may not work optimally, or certain services may not be useable.

## **ARTICLE 16. PRODUCT INFORMATION**

16.1 Odette Lunettes presents its Products with all the necessary characteristics so that the Customer knows the essential characteristics of the Products before ordering and can place an Order with full knowledge thereof.

16.2 The information, texts, photographs and illustrations with which the Products are presented are purely informative and do not constitute contractual documents. Odette Lunettes cannot be held responsible if the information, texts, photographs or illustrations provided contain errors or omissions. Odette Lunettes warns the Customer that, depending upon the tool used to view the photographs or illustrations, the colors, sizes, textures or materials of the Products on the website may differ from reality and that Odette Lunettes may not in any way or case be held responsible therefor.

## **ARTICLE 17. APPLICABLE LAW AND DISPUTE RESOLUTION**

17.1 All contracts concluded between Odette Lunettes and the Customer are exclusively governed by Belgian law.

17.2 Any dispute between the parties shall fall within the exclusive jurisdiction of the courts within the judicial district of the registered office of Odette Lunettes.