

GENERAL TERMS AND CONDITIONS OF SALE

Scope of application

1.1. The general terms and conditions of sale are applicable to all orders for products and services, hereinafter referred to as "the services", which are placed with the company LOOKWATT SRL established at 1428 Lillois, Grand'Route 550/B3, BCE n°0846.187.913, email info@lookwatt.be, hereinafter referred to as "the Provider".

1.2. The application of these general terms and conditions constitutes a determining condition of the Service Provider's consent. Any order placed implies the customer's full and unreserved acceptance of these terms and conditions, even if they conflict with the customer's own terms and conditions.

1.3 No derogation from these terms and conditions may be made without the Provider's written agreement. Any waiver granted by the Service Provider of these terms and conditions shall in no way affect the other clauses of these terms and conditions, which shall remain in full force and effect.

Offer and order

2.1. Our offers are valid for one month.

2.2. The prices indicated in the offer apply only to the performance of the services described therein, to the exclusion of all other services. If additional services are requested by the customer, they will be invoiced at an additional cost.

2.3. The price quotation is made on the basis of the information gathered on site and that provided by the customer. In the event of any changes to the service required, the Service Provider is authorised to adjust the price of its service in line with new requests from the customer or changes requested by the customer.

2.4. In the case of fixed-price services, the price quotation sent to the customer constitutes an estimate of the price for the services requested, without prejudice to the time actually worked. In the case of fixed-price services, the price quotation constitutes the fixed price that will be invoiced to the customer for the services indicated in the quotation, including any costs relating to additional services not initially provided and for which the customer has agreed.

Prices

3.1 All our prices are quoted in euros, excluding VAT by default.

3.2. Any increase in VAT or any new tax imposed between the time the order is placed and the time the service is provided will be charged to the customer.

Payment

4.1. Invoices are payable within seven (7) working days or on any other date specified therein, to the credit of the Service Provider's bank account.

4.2 Any delay in payment of more than fifteen (15) working days will result in a surcharge, ipso jure and without prior notice, of 12% per annum, plus a fixed penalty of 15% with a minimum of €75. In addition, the Service Provider is entitled to suspend its guarantee as long as the customer is in default of payment. The customer is entitled, where appropriate, to similar compensation from the defaulting Service Provider.

4.3. Any reminder sent to a customer who has not paid their invoice in full may be invoiced at €12.50 per letter sent, without prejudice to any bailiff's fees which will also be charged to the customer.

4.4. Any complaint relating to an invoice must be sent no later than eight (8) calendar days after receipt, by e-mail sent to the address info@lookwatt.be and confirmed on the same day by post sent to the Service Provider's operational headquarters. If these deadlines and formalities are not respected, the customer will no longer be able to dispute the invoice.

Right of withdrawal

5.1. All orders placed by the Customer, whether via the Internet purchase module, by e-mail or by telephone, are binding on the Customer as soon as they have been validated. When the customer places an order, he or she will receive an acknowledgement of receipt by e-mail confirming that the order has been accepted by the Service Provider.

5.2. In accordance with Article 47 of the Law of 6 April 2010 on market practices and consumer protection, the consumer customer who, in the context of his private life, calls upon the services of the Service Provider without having been able to visit the premises in order to draw up the quotation (distance contract), has the right to cancel his order, without penalty and without giving any reason, within 14 calendar days from the day following the day of acceptance of the quotation. This right of withdrawal in the case of a distance contract does not apply when the parties agree that the services ordered will be carried out during this period. To exercise their right of withdrawal, customers must send a registered letter with acknowledgement of receipt to the Provider's operational headquarters, the address of which is given in these general terms and conditions.

Order cancellation

6.1. With the exception of the right of withdrawal referred to in point 5.2. of these general terms and conditions or in the event of force majeure, any cancellation of the order by the customer will not result in the reimbursement of sums already paid or in any compensation whatsoever.

6.2. If the Service Provider cancels an order, the Service Provider undertakes to reimburse the Customer for any sums already paid by the Customer in respect of the order concerned, it being understood that no compensation may be claimed from the Service Provider.

Performance of services

7.1. The Service Provider undertakes to make every effort to offer its customers a high quality of service.

7.2. The Service Provider is entitled to have the services performed or the products ordered delivered by any employee or subcontractor of its choice, under its general liability.

7.3. The Service Provider reserves the right to refuse to honour an order from a customer who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

Warranties and limitation of liability

8.1. If the Customer considers that it is entitled to dispute the quality of the services provided by the Service Provider, it must do so in writing (by e-mail or post) within 3 working days of the performance of the said services by the Service Provider or of the discovery of a defect in the performance of the contract which has not been expressly or tacitly approved by the Customer, failing which the claim will be barred.

8.2. In any event, the Service Provider's liability is limited to the amount of the contract, without prejudice to the customer's right to have the contract rescinded by the courts, in accordance with Article 1184 of the French Civil Code.

Confidentiality

9.1. As the data controller, the Service Provider undertakes to process personal data in accordance with European (RGPD) and national data protection laws.

9.2. The data collected by the Service Provider are the legal invoicing and contact details (Company, ECB number, VAT number, title, surname, first name, address, postcode, town, e-mail address, TEL, mobile phone, website, bank account number, etc.).

9.3. By providing personal data, the customer expressly authorises the Service Provider to process this information in order to process the customer's order and/or request for information.

9.4. Customers may object to the processing of their personal data at any time and without any justification whatsoever by sending a letter to the Service Provider or an e-mail to info@lookwatt.be.

9.5. If, at any time, the Customer believes that the Service Provider is not respecting the Customer's privacy, the Customer should send a letter to the Service Provider or an e-mail to info@lookwatt.be. The Service Provider will make every effort to identify and correct the problem.

Force Majeure

10.1. Neither Party may be held liable for the total or partial non-performance of its obligations if such non-performance is due to an act of God or to the occurrence of an event constituting force majeure, such as, but not limited to, flood, fire, storm, shortage of raw materials, transport strike, partial or total strike or lock-out.

10.2. The Party affected by such events must inform the other Party as soon as possible and at the latest within five (5) working days of the occurrence of the event.

10.3. The parties agree that they must consult each other as soon as possible in order to determine together how the order will be carried out during the period of force majeure.

Intellectual Property

11.1. All logos, trademarks, photographs and models appearing on the Service Provider's commercial documents, including the www.lookwatt.be website, are the property of the Service Provider.

11.2. Any partial or complete reproduction of these logos, trademarks, photos and models, whatever the medium, for commercial, associative or voluntary purposes, is prohibited without the consent of the Service Provider or the holders of the trademarks or rights attached to these graphic representations.

Dispute

12.1. Any dispute whatsoever must first be the subject of an attempt at amicable settlement before it can be submitted to the Courts and Tribunals.

12.2. Any dispute relating to the validity, interpretation and/or performance of a contract concluded with the Service Provider shall be submitted exclusively to the Courts and Tribunals of Nivelles.

Various

13.1. Where, by virtue of the application of a law or regulation or following a final decision by a competent court, one or more stipulations of these general terms and conditions are held to be invalid or declared as such, this shall in no way affect the other stipulations of these general terms and conditions, which shall remain in force. Where appropriate, the parties will negotiate in order to agree on one or more provisions which would make it possible to achieve, as far as possible, the objective pursued by the invalid provision(s).

13.2. No failure or delay by either party in exercising any right or remedy available to it under this Agreement or applicable law shall constitute a waiver. A waiver of a right or remedy shall be in writing from the waiving party.

13.3. These general terms and conditions and the provisions mentioned on the quotation sent to the customer form a contractual whole and constitute the entire contractual relationship between the parties.

13.4. The contract concluded between the Service Provider and the customer is subject to Belgian law.
