

Terms and conditions Card Nouveau

Identity

Card Nouveau

Legal form of enterprise: one-man business registered to Yannick Debing

Address: Burgemeester Haffmansplein 14 bus 1 – 3740 Bilzen – Belgium

E-mail: info@cardnouveau.be

Tel: +32 494 446469

VAT-number: BE0745580602

General

By placing an order with Card Nouveau, the customer agrees with the following terms and conditions; explicit approval from the customer is requested before placing an order. The terms and conditions at the time of ordering apply. However, Card Nouveau retains the right to change these terms and conditions at any time. Terms and conditions can always be consulted at and downloaded from www.cardnouveau.be.

Every offer is valid while supplies last and can be modified or revoked at any time. Card Nouveau cannot be held responsible for unavailability of product. The offered assortment and descriptions are carefully drafted, but could unintentionally be incomplete or contain mistakes. Such faulty information is not binding. Pictures shown on the website are purely decorative and illustrative, the products are as mentioned in the description.

Products are only intended for normal private use. Card Nouveau is not responsible for damages as a consequence of unintended use of delivered goods.

After placing the order, the customer will receive an automated order confirmation with order number via email. Customers can consult their order status at any time by logging into their personal account at www.cardnouveau.be.

These conditions are available in Dutch and English. In case of discrepancies between both versions, the Dutch version prevails.

Payment

All prices indicated on the website are in euro (€) and always include VAT. Additional costs – e.g. for delivery – are mentioned explicitly and separately. Goods will only be delivered after payment has been received. The order will be canceled if payment has not been received after 7 days. The following payment options are offered without additional cost through the Mollie secured payment platform:

- Bancontact
- iDEAL
- Visa
- Mastercard
- Bank transfer
- Sofort
- Giropay

Business clients should contact info@cardnouveau.be for B2B orders.

In case of a suspected fraudulent or questionable order, Card Nouveau retains the right to reimburse the paid amount in full and refrain from delivery.

All goods remain the exclusive property of Card Nouveau until full payment by the customer has been received.

Delivery

Card Nouveau is based in Belgium and has the Benelux as a primary target market, while also aiming to serve the rest of the European Union.

Card Nouveau aims to fulfill every order in a single delivery, without partial deliveries. In case the situation requires a partial delivery, the specific details will be agreed upon with the customer.

As a general rule, orders are delivered at the customer's home by a courier, but a free pick-up at Card Nouveau is possible, by appointment only. Card Nouveau retains the right to select the courier service and shipment option for delivery. The most likely choices will be bpost, PostNL and DPD. If the customer has a specific preference for a certain courier service or delivery method, this can be considered. In such case, Card Nouveau will charge any additional (shipping) costs to the customer. Regular mail through bpost will be shipped using "*prior*" (i.e. bpost aims at next-weekday delivery).

Card Nouveau strives for every order to be processed and offered to courier service within 3 working days after receiving payment, but this term is not guaranteed. Card Nouveau is not responsible for any delays with postal or courier services. In case of parcel shipment, a track-and-trace number will be supplied to the customer to track the parcel. In case the shipment has not arrived within 14 days of payment, please reach out through the contact form on the website, or through the email or phone coordinates listed above. Card Nouveau will provide proper packaging for each parcel. In case the package or its contents were visibly damaged during transport, please contact Card Nouveau immediately.

The shipping costs per country and the minimum order values for free shipping are listed in the table below:

Country	Shipping fee	Minimum order value for free shipping
Belgium	€ 5	€ 50
Netherlands	€ 7.5	€ 75
Luxemburg	€ 7.5	€ 75
Germany	€ 7.5	€ 75
France	€ 12	€ 95
Austria, Denmark, Ireland, Poland, Italy, Spain, Estonia, Slovakia, Czech Republic	€ 20	€ 150
Rest of EU	Contact Card Nouveau (info@cardnouveau.be)	

Returns

According to current legislation, the consumer has a right to revoke his/her order within 14 days after ordering. However, Card Nouveau offers its private customers a period of 30 days, with a free return option. The following conditions have to be met:

- Revoking is only possible for unused, unopened items in their original packaging
- The customer notifies Card Nouveau within 30 days after receiving the goods of their intention to revoke through the designated form on the website (<https://www.cardnouveau.be/index.php?route=account/return/add>)
- After approval of the revocation, the customer will receive a return label via email to return the aforementioned article free of charge. The customer can also deliver the goods back to Card Nouveau at the address mentioned above, by appointment only.
- The return shipment has to be sent back to Card Nouveau as soon as possible after receiving the return label.
- After receiving and checking the return shipment, Card Nouveau will reimburse the order amount and shipping cost (if applicable) as soon as possible. Reimbursement will occur through the same payment method as was used to pay for the order in the first place, unless otherwise agreed with the customer.

Warranty

Should the customer receive a faulty item or detect a manufacturing defect, he/she is requested to contact Card Nouveau immediately to rectify the situation. Card Nouveau will respect the legal warranty terms and conditions. The customer has to present proof of purchase.

The warranty is always voided in case of defects as a result of accidents, neglect, unintended use, failure to follow manufacturer's instructions, modifications to the item, rough handling, lack of maintenance or any other abnormal or incorrect use. Defects manifesting after a 6-month period following delivery, with normal use, are not considered hidden defects, unless proven otherwise by customer.

Any costs for returning items under warranty (not part of the revocation right) will be carried by the customer.

Privacy and Cookies

Card Nouveau, responsible for personal data processing, respects the Belgian law of 8 December 1992 related to protection of privacy in personal data processing, and the more recent General Data Protection Regulation (GDPR).

The following personal data will be collected by Card Nouveau:

- Name
- Address
- Email address
- Telephone number
- Login data
- IP address

Personal data will solely be used for the fulfillment of the current agreement, order processing (including payment and shipment), conforming to ruling regulations (including accounting) and possibly sending newsletters (only after signing up for these) and email messages with relevant information concerning Card Nouveau. All data will be treated confidentially and will not be passed on to third parties, unless strictly required, such as addresses for processing orders. The data will be kept as long as the customer has an active account with Card Nouveau.

The customer can unsubscribe to newsletters at any time. The customer has the legal right to consult, correct and delete his/her personal data. Through a written request to Card Nouveau, the customer can have his/her personal data corrected or deleted, providing a proof of identity. The customer is responsible for keeping his/her login details confidential.

Cookies are small text files the browser receives while visiting a website and retains for a certain period on the visitor's device. Card Nouveau solely uses functional cookies necessary for the proper functioning of the online shop. These cookies save the preferences of visitors with the aim of improving the user experience (e.g. language, cart). These cookies do not require an explicit consent, but the visitor will nevertheless be notified of their use through a pop-up cookie banner upon their first visit. Should there be any other cookies used in the future, an explicit consent will be requested from the visitor upfront. Included will also be the option to refuse these cookies, consult and adjust preferences and consents.

For further questions concerning privacy and other related aspects, the customer should contact info@cardnouveau.be

Complaints and disputes

If there are any complaints, the customer should contact Card Nouveau through the contact form or directly via info@cardnouveau.be. Card Nouveau aims to answer every message within 24 hours and strives to find an acceptable solution for both parties as soon as possible.

If it is not possible to reach a consensus, the customer is directed to the free Online Dispute Resolution (ODR) platform via <http://ec.europa.eu/odr/>. In case of dispute, only Belgian law is applicable. These disputes will be ruled upon by the appropriate authorities in the jurisdiction where Card Nouveau is based.

Force Majeure

Card Nouveau cannot be held accountable in case the agreement cannot be fulfilled due to *force majeure*. Force majeure includes, but is not limited to: every external cause or circumstance that could not have been (reasonably) foreseen, such as delays and/or negligence from suppliers or manufacturers, power and internet disruptions, disruptions or changes in third-party technology, transportation difficulties, strikes, government measures, illness and accidents. In these cases, a reasonable solution for all parties involved will be sought, be it through reimbursement or other solutions.

Other aspects

If any of the mentioned conditions is declared illegal, invalid or is annulled, the legality, applicability and validity of the other conditions remains intact.

Questions

For general or specific questions concerning products or services, the customer can reach out to Card Nouveau through the contact form or directly to info@cardnouveau.be. Card Nouveau will attempt to answer all messages as soon as possible.

Updated on 17 May 2021