

## TERMS AND CONDITIONS

These conditions govern the sale of the products listed on the site [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com) between the society "TP PRODUCTION SPRL" and the consumer, the user.

### **I. INTRODUCTORY INFORMATION**

#### *1.1. Identification of the seller*

TP PRODUCTION S.P.R.L.  
Avenue Zénobe Gramme 21  
B-1300 Wavre  
TVA : BE 0472 931 220

The company TP PRODUCTION S.P.R.L. is responsible for the sale on the website [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com) on the baby registries established in Belgium in the shop T&P Brussels Avenue Louise 132a in 1050 Brussels.

#### *1.2. Characteristics of the goods offered to sale*

The articles on the website [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com) are only sold on the baby registries set up in our store in Belgium Avenue Louise 132a à 1050 Brussels, Belgium. Purchases can be made internationally.

The photographs which illustrate the articles are not contractually binding. The responsibility of Theophile & Patachou is not liable if errors were introduced.

#### *1.3. Delivery of the merchandise*

The goods purchased on a baby registry will remain in the store where the baby registry was set up for the parents in the store at Avenue Louise 132a in 1050 Brussels, Belgium.

#### *1.4. Price*

The prices are in euros. The prices include the VAT. Should the VAT rate be modified, this rate difference may affect the price of the articles.

Théophile & Patachou reserves the right to change its prices at any time.

#### *1.5. Payment*

Payment in the "baby registry" section is made either by bank transfer from a European bank account or by credit card Visa, Eurocard, Mastercard

To ensure payment security, all the confidential data linked to credit cards is encrypted according to SSL standards, and therefore is not accessible on our server. The company Ogone serves as a trusted third party for all electronic payment operations.

#### *1.6. No-return policy*

If gifts have been given to the parents, the client cannot be refunded.

If the gift is damaged, only the parents, after receiving this gift, can return the gift to the store 132a Avenue Louise, 1050 Brussels, within 30 working days subject to a ticket. A gift certificate will be issued.

#### *1.7. Validity of the offer*

The offer is limited to the quantity in stock and valid according to availability. As soon as a payment has been made by credit card, the purchased items are immediately removed from the registry. If the payment is made by the Internet user via bank transfer, the item is held for 7 days\*. Théophile & Patachou is not responsible for a purchase made simultaneously in a store and on the website. In such case, the parents may return the item to the store in exchange for a gift certificate.

*\*if the transfer or payment is rejected, the item will be put back on sale.*

#### 1.8. What is the guarantee of availability of the articles?

##### Nursery items

In case of out of stock on an item completely paid, we offer a similar item or a gift voucher of equal value.

## **II. ORDER CONFIRMATION**

### 2.1 Placing an order

If the customer wishes to place an order, he selects the articles from the parents' baby registry, and clicks on "Offer article".

The customer can:

- view a summary of purchases by clicking on « Your shopping basket » ;
- proceed with the order by clicking on « Return to birth list » ;
- end the item selection and place the order by clicking on "Validate the shopping basket".

To order the selected items, the customer will click on "Validate the shopping basket" and then identify themselves either by entering his e-mail address and password, if he has already placed orders at Théophile & Patachou, or else by filling out the registration form. In the latter case the customer must fill out the form provided completely so that the order may be processed.

### 2.2 Order Confirmation

After having verified the status of their order, and once all of the requested information is provided by the customer, he will click on "Confirm my order" to confirm their order. The user should then either take note of the bank account and the transfer instructions in order to execute the bank transfer (or print out the prefilled transfer form), or enter the number of his or her credit card, the expiration date, and the security code (three-digit number printed on the back of the card).

### 2.3 Acceptance of the order

For birth list purchases paid by credit card, the purchase amount will be immediately charged under the name "TP PRODUCTION SPRL".

For "birth list" purchases paid by bank transfer, the item will not be considered sold until "TP PRODUCTION SPRL" receives the payment.

If an item chosen on the birth list is simultaneously purchased at the store, the online purchase will be converted into a gift certificate of the same value, and the parents will receive the certificate in lieu of the duplicate item.

Any order of an article offered on the website implies that the customer has read and agreed to these sales terms and conditions, without his or her handwritten signature.

### 2.4 Order confirmation

Once the customer has made the online payment (by supplying the credit card number and expiration date), "TP PRODUCTION S.P.R.L." will send a confirmation e-mail with a summary of the

order placed on the [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com) website to the e-mail address that the customer provided when placing the order.

This confirmation will include all of the constituent parts of the contract between the parties; that is, the identity of the customer, the identification of the product or service, the price, delivery fees if any, and the terms of payment.

If the credit card payment is rejected, the user will receive a message that the payment was denied and the article will be put back on sale.

### **III. PRIVACY AND PERSONAL DATA**

#### *3.1 Personal data collected by Théophile & Patachou*

1. When the user places an order on the internet site [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com), Théophile & Patachou collects and stores the data below, which may be considered as personal data:
  - User email address
  - All information supplied to Théophile & Patachou by the user (name, address, personal information...)
  - All information concerning the pages the user viewed on the website
  - All information concerning pages of other websites the user visited in order to reach the website
2. The user is solely responsible for the accuracy and completeness of the data submitted to Théophile & Patachou.
3. Whenever Théophile & Patachou receives or sends data through its website, Théophile & Patachou reserves the right to use encryption technology that is recognized as the standard industry technology within the information technology sector.
4. Théophile & Patachou pledges to comply with the terms of the law of 8 December 1992 concerning the protection of data privacy, as modified by the law of 11 December 1998

#### *3.2 Use and purpose of data processed by Théophile & Patachou*

Personal data collected and stored through this website is only for internal use by Théophile & Patachou (which is responsible for processing the data and may delegate this task to subcontractors) but may also be shared with other companies for commercial purposes. Personal data is processed by Théophile & Patachou in order to improve its website, to keep the user informed of updates to the site, to inform the user about products, to collect customer inquiries and suggestions, as well as for statistical and commercial purposes (including direct marketing)..

#### *3.3 Right of access, opposition and correction*

Pursuant to the law of 8 December 1992 concerning the protection of data privacy, as modified by the law of 11 December 1998, the user has the right to oppose the processing of his or her personal data, to request access to the data, and to request corrections to the data.

If the user wishes to exercise his or her right of access, opposition, and/or correction, he or she should contact Théophile & Patachou via the contact page on the site [www.brussels-theophile-patachou.com](http://www.brussels-theophile-patachou.com)

#### *3.4 Communication by electronic mail and by post*

The user agrees that Théophile & Patachou may communicate with him or her by e-mail or post, including for advertising, informational and other purposes.

If the user does not wish or no longer wishes to receive electronic or postal correspondence from Théophile & Patachou, he or she may send them an e-mail at the following address: [info@theophile-patachou.com](mailto:info@theophile-patachou.com) or may unsubscribe on the website or through a link in the e-mail messages received.

### *3.5 Comments on the privacy policy of Théophile & Patachou?*

If the user wishes to respond to the policy of respecting the privacy of Théophile & Patachou, he can contact Théophile & Patachou via the contact page on the site [www.theophile-patachou.com](http://www.theophile-patachou.com) by phone at +32 (0)10 24 66 12 or by mail to TP PRODUCTION SPRL - Avenue Zénobe Gramme 21, B-1300 Wavre

## **IV. LITIGATION**

### *4.1 Applicable law and competent court*

The above terms and conditions are governed by Belgian law. Only the Brussels courts of law are competent. Théophile & Patachou reserves the right to take legal action against persons acting in a way that can be considered illegal or illicit or contrary to these terms and conditions.