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# General terms and conditions of sale Oreka Selfcare Webshop

**Company data**

Graphea

Oreka Selfcare (trade name)

Kampenhout

graphea.nerea@gmail.com  
+32470347546

Ondernemingsnummer: 0785.532.625

VAT number: BE0785.532.625

**Article 1: General Provisions**

The e-commerce website of Oreka Selfcare, a sole proprietorship with registered offices in Kampenhout, BTW BE 0785.532.625, offers its customers the possibility to purchase products from its webshop online.

The present Terms and Conditions ("Conditions") apply to any order placed by a visitor to this e-commerce website ("Customer"). When placing an order through the Oreka Selfcare   
online store, the Customer must expressly accept these Terms and Conditions, thereby agreeing to the applicability of these Terms and Conditions to the exclusion of all other terms and conditions. Additional terms and conditions of the Customer are excluded, except when previously, in writing and expressly accepted by Oreka Selfcare.

**Article 2: Price**

All prices stated are expressed in EURO and always include VAT and all other duties or taxes that the Customer is obliged to pay.

If delivery, reservation or administrative fees are charged, this will be stated separately. If the shipment is to a country outside the Schengen zone, additional costs may be payable on import. Please contact your local customs department for this.

The price stated refers exclusively to the articles as described word for word. The accompanying photos are for decorative purposes only and may contain elements not included in the price.

**Article 3: Offer**

Despite the fact that the online catalog and the e-commerce website are compiled with the greatest possible care, it is still possible that the information offered is incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the offer do not   
bind Oreka Selfcare. Oreka Selfcare is only bound to a best efforts obligation as far as the correctness and completeness of the offered information is concerned. Oreka Selfcare is not liable under any circumstances in case of manifest material errors, typesetting or printing errors.

If the Customer has specific questions about e.g. sizes, color, availability, delivery time or delivery method, we ask the Customer to contact our customer service department in advance.

The offer is always valid while stocks last and may be modified or withdrawn by [...] at any time. [...] cannot be held liable for the unavailability of a product. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.

**Article 4: Online purchases**

The Customer must choose between the items he/she wishes to purchase via the webshop on the website www.orekaselfcare.com. This is done by clicking on the article itself. On the website, the details of the product are given in three languages (Dutch, French, English).

The price stated is always that without additional costs. The shipping costs can be seen by the Customer by clicking on the link "Excl Shipping Costs". The choice consists of:

* Shipping with the Post Office
* Local pickup

The black button "Add to basket" causes the item to move to the basket. A number now appears in the shopping basket, corresponding to the number of items the Customer has placed in the basket.

If the Customer wishes to proceed with payment, he/she must click on the shopping basket at the top right. The Customer can check his/her order once again and make any necessary adjustments by selecting "Remove from basket" or by clicking on the "+" to purchase more of the same items.

This is the page where a discount code can be entered, if you have one. The Customer enters it and clicks on the button next to it to apply the discount to the shopping cart.

On this page, there is a default shipping cost. Clicking "Continue to Checkout" takes the Customer to the second order page, where the Customer can make a final choice between:

* Shipping with the Post Office
* Local pickup

"Continue to checkout" takes the Customer to the final landing page for the payment, where all personal data must be filled in. These are used purely in the context of the transaction.

Clicking on "Continue" will take the Customer to the payment page. On this page, the Customer has the choice of the following payment platforms to pay:

* Paypal (credit card, debit card)
* SoFort
* Bancontact (bank card)
* Credit card

Once the Customer has entered and confirmed all payment details, the order is complete. The Customer will receive a screen to confirm this.

A few minutes later, the Customer will also receive an email confirming his/her purchase.

At that time, Oreka Selfcare will take the necessary steps to effect delivery of the product.

Oreka Selfcare is entitled to refuse an order as a result of a serious shortcoming on the part of the Customer with respect to orders involving the Customer.

**Article 5: Delivery and execution of the agreement**

Items ordered through this webshop are delivered in Belgium.

Delivery is made by delivery through

* the Post (1-5 working days) with flat rate of 6
* via pickup by the customer (when order is ready it receives a confirmation) free of charge
* the possibility exists for the Customer to contact Oreka Selfcare in this regard

Unless otherwise agreed or expressly provided, goods will be delivered to the Customer's residence within 30 days of receipt of the order.

Any visible damage and/or qualitative deficiency of an item or other shortcoming in the delivery must be reported by the Customer to Oreka Selfcare without delay.

The risk due to loss or damage shall pass to the Customer as soon as he (or a third party appointed by him, who is not the carrier) has received physical possession of the goods. However, the risk already passes to the Customer upon delivery to the carrier, if the carrier was instructed by the Customer to transport the goods and this choice was not offered by Oreka Selfcare.

**Article 6: Retention of title**

The items delivered remain the exclusive property of Oreka Selfcare until paid for in full by the Customer.

The Customer undertakes to point out the retention of title of Oreka Selfcare to third parties if necessary, e.g. to anyone who might come to seize articles which have not yet been paid for in full.

**Article 7: Right of withdrawal**

The provisions of this article apply only to Customers who purchase items online from Oreka Selfcare in their capacity as consumers.

The Customer has the right to withdraw from the contract within a period of 14 calendar days without giving reasons.

The withdrawal period shall expire 14 calendar days after the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the good OR on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the last good.

To exercise the right of withdrawal, the Customer must inform Oreka Selfcare, Kampenhout, +32470347546, graphea.nerea@gmail.com by an unequivocal statement (e.g. in writing by post, fax or e-mail) of its decision to withdraw from the contract. The Customer may use the attached model withdrawal form for this purpose, but is not obliged to do so.

In order to comply with the withdrawal period, the Customer must send his communication regarding his exercise of the right of withdrawal before the withdrawal period has expired.

The Customer must return or hand over the goods to Oreka Selfcare, Kampenhout or to the Post Office without delay, but in any case no later than 14 calendar days after the day on which he communicated his decision to withdraw from the contract to Oreka Selfcare.

The direct cost of returning the goods shall be borne by the Customer.

The Customer is requested to return the items in their original condition and packaging, with all accessories supplied with them, and instructions for use. If the returned product is in any way impaired in value, Oreka Selfcare reserves the right to hold the Customer liable and claim compensation for any impairment of the value of the goods resulting from the Customer's use of the goods beyond what is necessary to establish the nature, characteristics and operation of the goods.

All returned items are carefully examined. The basic principle here is that the consumer may only inspect the item as he would be allowed to do in a store. Returned articles may be tried on, but must not have been used. If an article has undergone a reduction in value due to the Customer's use, this will be charged to the Customer.

If the Customer has requested that the provision of services commence during the withdrawal period, the Customer shall pay an amount proportionate to what has already been delivered at the time of notifying us that it is withdrawing from the contract, compared to the full performance of the contract.

If the Customer cancels the contract, Oreka Selfcare will refund all payments received from the Customer up to that point, including standard delivery charges, to the Customer within a maximum of 14 calendar days after Oreka Selfcare is informed of the Customer's decision to cancel the contract. In the case of sales contracts, Oreka Selfcare may wait to refund until it has received all the goods back, or until the Customer has demonstrated that he/she has returned the goods, whichever comes first.

Any additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery offered by Oreka Selfcare will not be refunded.

Oreka Selfcare will refund the Customer using the same means of payment with which the Customer made the original transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not be charged for such refund.

The Customer cannot exercise the right of withdrawal for:

* service agreements after the full performance of the service;
* The delivery of goods that spoil quickly or have a limited shelf life;
* the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
* The supply of goods which, after delivery, are by their nature irrevocably mixed with other products;
* the delivery of digital content not delivered on a tangible medium, if the performance has begun with the Customer's express prior consent and provided that the Customer has acknowledged that he thereby loses his right of withdrawal (e.g. downloading music, software, digital documents);

**Article 8: Warranty**

Under the Act of September 21, 2004 on the protection of consumers in the sale of consumer goods, the consumer has legal rights. This legal warranty applies from the date of delivery to the first owner. Any commercial warranty does not affect these rights.

To invoke the warranty, the Customer must be able to present proof of purchase. Customers are advised to keep the original packaging of the goods.

For items purchased online and delivered to the Customer's home, the Customer must contact Oreka Selfcare and return the item to Oreka Selfcare at their expense.

In the event that a defect is found, the Customer must inform Oreka Selfcare as soon as possible. In any case, any defect must be reported by the Customer within a period of 2 months after its discovery. Afterwards, any right to repair or replacement expires.

The warranty (commercial and/or statutory) shall never apply to defects caused by accidents, neglect, falls, use of the article contrary to the purpose for which it was designed, failure to comply with the instructions for use or manual, alterations or modifications to the article, heavy-handed use, poor maintenance, or any other abnormal or incorrect use.

Defects which become apparent after a period of 6 months following the date of purchase, or delivery as the case may be, shall not be deemed to be hidden defects, unless the Customer can prove otherwise.

**Article 9: Customer Service**

Oreka Selfcare   
customer service can be reached at +32 470347546 or via email at graphea.nerea@gmail.com. Any complaints can be directed to this number.

**Article 10: Penalties for non-payment**

Without prejudice to the exercise of other rights available to Oreka Selfcare, in the event of non-payment or late payment, the Customer shall owe interest of 10% per annum on the unpaid amount from the date of the default, ipso jure and without a reminder. In addition, the Client shall be liable, ipso jure and without notice, to a fixed indemnity of 10% on the amount in question, with a minimum of €25 per invoice.

Without prejudice to the foregoing, Oreka Selfcare reserves the right to take back the items not (fully) paid for.

**Article 11: Privacy**

The controller, Oreka Selfcare, respects the General Data Protection Regulation and the Belgian Privacy Act of 30 July 2018.

The personal data you provide will only be used for the following purposes:

* The execution of the concluded agreement
* Processing the order
* Sending newsletters and/or advertising or promotions

The legal grounds are the execution of the contract, consent, the fulfillment of legal and regulatory obligations and/or the legitimate interest the company.

You have a legal right to access and possibly correct, supplement or delete your personal data. You may also request that the processing of your personal data be restricted in a number of cases listed in the AVG. You may also object to the processing of your personal data if you have serious and legitimate grounds for doing so that exceed our need to process your data. Via a written, dated and signed request to Oreka Selfcare, [graphea.nerea@gmail.com](mailto:graphea.nerea@gmail.com), you can request, free of charge, your personal data in digital and readable form and/or have them transferred to other responsible parties. To the extent that our processing is based on your prior consent, you have the right to withdraw such consent.

In case of use of data for direct marketing: You may object, free of charge, to the use of your data for direct marketing and do not need to provide a reason for doing so.

To exercise your rights, please contact Oreka Selfcare, graphea.nerea@gmail.com.

We treat your data as confidential information and will not pass it on, rent or sell it to third parties.

For more information about the use of Google Analytics on the website, see our Privacy Policy [Privacy Statement | Oreka - Selfcare (orekaselfcare.com)](https://www.orekaselfcare.com/privacyverklaring/).

**Article 12: Use of cookies**

Our Website uses cookies and similar technologies. This helps us to provide you with a better user experience when you visit our Website and also allows us to optimize our Website. Without your prior consent, we only place the purely functional cookies that are necessary for our Website to work correctly. For all other cookies we first ask your permission.

For an overview of all cookies that our website places on your device, please refer to our Cookie Policy [Cookie Settings | Oreka - Selfcare (orekaselfcare.com)](https://www.orekaselfcare.com/cookie-instellingen/).

On your first visit to our website, you will be asked to accept our cookies. You can subsequently manage your choices at any time via the "Cookie Policy" link at the bottom of each page.

You can set your Internet browser so that cookies are not accepted, that you receive a warning when a cookie is installed or that the cookies are subsequently removed from your hard disk. You can do this through the settings of your browser (via the help function). Please note that certain graphical elements may not appear correctly or that you may not be able to use certain applications.

**Article 13: Affectation of validity - non-waivers**

If any provision of these Terms and Conditions is held to be invalid, unlawful or void, this shall not in any way affect the validity, legality and applicability of the remaining provisions.   
  
The failure at any time by Oreka Selfcare to enforce any of the rights enumerated in these Terms and Conditions, or to exercise any of the rights hereof, shall never be considered a waiver of such provision and shall never affect the validity of such rights.

**Article 14: Amendment of** terms and conditions

These Terms and Conditions are supplemented by other terms and conditions which are explicitly referred to. In case of contradiction, these Conditions shall prevail.

**Article 15: Proof**

The Customer accepts that electronic communications and backups may be used as evidence.

**Article 16: Applicable law - Disputes**

Belgian law shall apply, with the exception of the provisions of private international law concerning applicable law.

The courts of the Consumer's place of residence have jurisdiction in the event of legal disputes. The Consumer may also turn to the ODR platform [(](http://ec.europa.eu/consumers/odr/)http://ec.europa.eu/consumers/odr/).

## Appendix 1: Model withdrawal form

Dear Customer, You should only complete and return this form if you wish to revoke the contract.

To Oreka Selfcare, Kampenhout, graphea.nerea@gmail.com:

I/We (\*) hereby inform/share (\*) with you that I/we (\*) am revoking/revoking (\*) our agreement regarding the sale of the following goods/provision of the following service (\*):

Ordered on (\*)/Received on (\*):

Name/Names consumer(s) :

Consumer Address(es) :

Signature of consumer(s):

Date :

(\*) Delete what does not apply.