

## **General Terms & Conditions**

### **General**

These general terms and conditions apply to all sales by Cellounar. The terms and conditions are freely available and registered on the website of Cellounar ([www.cellounar.com](http://www.cellounar.com))

By placing an order, the purchaser confirms acceptance of all payment and delivery terms. UAB Cellounar retains the right to change its payment and/or delivery terms at any time and without prior notification.

### **Delivery**

Delivery is available while supplies last.

Cellounar will dispatch orders within 5 days. If this is not possible, for example because an item is out of stock or no longer available, or in the case of an exceptional delay for any other reason, or if an order cannot be completed in part or in full, Cellounar will inform the purchaser accordingly within one month from the date on which the order was placed. In this circumstance, the customer is entitled to cancel the order at no charge and without being declared in default.

Unless proven otherwise, Cellounar's obligation to deliver an order shall be considered completed as soon as the goods comprising the order have been presented for delivery to the customer. When goods are presented for delivery via a transport company, that company's report of a refusal to accept delivery constitutes full confirmation of a presentation for delivery.

### **Shipping**

In principle, we ship orders within five working days after placement. We will send you an e-mail when we hand over your parcel to the delivery company. You will receive a tracking number which you can use to follow your order online from the moment we hand it over to the courier.

Within the Benelux, you will ordinarily receive your parcel the next day. Elsewhere in Europe you can expect to receive delivery within five to nine days.

All deadlines are indications only. No rights can be derived from these indications.

### **Shipping rates**

Delivery costs outside can vary by country and will be indicated in your shopping basket. Shipping rates vary per country and are shown alongside your shopping basket. We cannot merge separate orders, so each order will be subject to shipping costs. If you need more information about shipping rates, or would like a specific shipping quote for countries that are not shown in the, please e-mail us at [info@cellounar.com](mailto:info@cellounar.com)

### **Payment**

We accept payments made using PayPal, Visa and MasterCard as well as bank transfers. Please note that bank transfers take longer to process and

that your order will only be shipped after we have received your payment in full.

### **Approval / right of withdrawal**

According to the distance purchase act, in the context of a retail purchase the purchaser is entitled to return an order in part or in full within a period of 20 days starting from the date on which the goods were accepted, and without obligation to state any reason. If goods are not returned to Cellounar within this period, the sale is deemed completed. The purchaser is required to inform Cellounar in writing of his intention to return goods within the period of seven days of their acceptance. The purchaser must provide proof that the goods were returned within the allotted time, for example by providing proof of postage. All goods must be returned unused (unopened seal) and in their original packaging and including all accessories and accompanying documentation. The right of withdrawal as stipulated by this article is void for goods that have been used, encumbered or damaged in any way. If Cellounar accepts goods returned according to the conditions set out above, it will refund the full amount paid to the purchaser within 30 days. The return of delivered goods is under the responsibility of the purchaser and at his cost.

### **Agreements**

Cellounar and the purchaser enter into an agreement at such time as Cellounar accepts the purchaser's order.

Cellounar reserves the right to reject an order, without obligation to state a reason, and to accept an order on the condition that payment is made in advance or upon delivery.

Images and specifications

All images (including but not limited to photos and drawings), measurements, colours and images of labelling and similar constituents shown on the Cellounar website are approximations and indications only and do not constitute grounds for reimbursement of damages incurred or the cancellation of an agreement.

### **Force majeure**

Cellounar accepts no liability for failure to meet the terms of any agreement due to force majeure.

Force majeure is defined as any unnatural cause or circumstance which can reasonably be excluded from the sphere of responsibility of Cellounar. Force majeure may include but is not limited to delay or breach of contract by a supplier; disruption of internet, electricity or e-mail services or of any other technological service provided by a third party; transport disruption; strike; government measures; delay in delivery of goods to Cellounar; negligence on the part of Cellounar's suppliers or manufacturers or of subsidiary personnel; staff illness; or defects in transportation or other equipment.

In the case of force majeure, Cellounar reserves the right to suspend its obligations and/or to cancel an agreement in full or in part and/or to

demand that the terms of an agreement are altered in such a way as to enable its completion. Under no circumstances is Cellounar obligated to remit any fine or reimbursement for damages suffered.

If Cellounar has already fulfilled its obligation in part before the occurrence of force majeure, or is able to fulfil only part of its obligation as a result of force majeure, it is entitled to issue an invoice for goods already delivered or still able to be delivered, and the purchaser is obliged to remit the amount of this invoice as if it pertained to a separate contract. This obligation does not apply if goods still deliverable or previously delivered have no independent value.

### **Ownership**

Cellounar retains ownership of all goods sold to and delivered to a purchaser until such time as the purchaser has fulfilled the terms of the agreement or of related earlier or later agreements; until the purchaser has completed any actions stipulated by the terms of this agreement or related agreements; or until the purchaser has satisfied the claims of Cellounar arising from failure to adhere to the terms of such agreements including those pertaining to fines, interest and additional.

Goods supplied by Cellounar and subject to retention of title may be sold on only in the context of normal business activity and may not be used as barter.

The purchaser is prohibited from pledging or otherwise encumbering any goods supplied by Cellounar and subject to retention of title.

The purchaser unconditionally and irrevocably authorizes Cellounar and/or its designated representative to enter any place at which the Cellounar's property is located and to take ownership of any such property in the context of asserting its right of ownership.

Should any third party garnish, seize or express any intention to exercise its right over any goods which are subject to retention of title, the purchaser will inform Cellounar of such circumstance as soon as can reasonably be expected.

### **Contact Us**

For any inquiries please email us at [info@cellounar.com](mailto:info@cellounar.com)