



## Commercial and General Terms and Conditions of Sale

Last revision: 28 January 2023

### These Terms and Conditions

1. THE BELGIAN BREWERY website (the "**Site**") and/or services, including any mobile applications connected to it (collectively the "**Services**") and any offer or sale of products (the "**Products**") through the Site, are owned and operated by :

OSA XP Société à Responsabilité Limité (SARL) with a share capital of €21,000 located at 375 rue Pasteur in Awoingt - 59400 France and whose SIRET is 494 595 60 00018 which owns the trade mark "**THE BELGIAN BREWERY**" (hereinafter also referred to as "our" or "us" or "we").

These Terms of Business (the "**Terms**") set out the terms and conditions under which visitors or users (collectively, the "user" or "you", or "Buyer") may visit or use the Site and/or the Services and purchase Products.

« **Buyer** » or "you" as used in these terms and conditions of business refers to any natural or legal person who purchases one or more goods or services via this website, places an order or requests a quotation to do so.

« **Consumer** » means any natural person who is acting for purposes that are not part of his or her commercial, industrial, craft, liberal or agricultural activity and who purchases one or more goods or services via this website for exclusively non-professional purposes, who places an order or requests a quotation for this purpose (Order 2021-1247 of 29 September 2021);

« **Company** » or "**Professional**" means any natural or legal person, public or private, who is acting for purposes within the scope of his commercial, industrial, craft, liberal or agricultural activity, including when acting in the name of or on behalf of another professional, and who purchases one or more goods or services via this website for exclusively professional purposes, who places an order or requests an offer for this purpose (Order 2021-1247 of 29 September 2021).

2. By accessing or using the Services, you acknowledge that you have read and agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access the Site or use any of the Services.

Please read these Terms carefully before accessing or using our Site or Services or purchasing Products. In these Terms you will find out who we are, how we sell you our Products, how you can cancel the purchase agreement and what you can do if you have a problem.

3. You represent that you are of legal age and have the legal authority, right and power to enter into a binding agreement based on these Terms, to use the Services and to purchase Products. If you are under the age of majority, you may only use the Services or purchase Products with the consent of your parent or legal guardian.

### **For professional users and buyers « Enterprise »**

This site is published by the company OSA XP located at 375 rue Pasteur - 59400 in Awoingt - France, phone +33 3 27 78 84 05 - contact@osaxp-com - SIRET 494 595 630 00018 - TVA intracom FR18 494 595 630.

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You can contact us :

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- by e-mail: [contact@osaxp.com](mailto:contact@osaxp.com)
- by post: OSA XP 375 rue Pasteur - 59400 Awoingt - France

### **Hosting of THE BELGIAN BREWERY website**

This site is hosted by Wix.com

These Terms are provided in the French language. In case of discrepancy between the French version of this document and any of its translations, the French version shall prevail.

To use our Site and/or Services, you must be at least 18 years old, or the legal age of majority in your country, and have the legal authority, right and power to sign these Terms as a binding agreement. You are not permitted to use this Site and/or our Services if it is prohibited in your country, or by any law or regulation applicable to you.

In addition, before placing and confirming an order, you must read and accept these Terms.

You may download and print these Terms.

### **Description of the Products**

1. You must read the description of the Services and/or Products carefully before placing an order.  
The description of the Services and/or Products presents the essential characteristics of the Services and/or Products, in accordance with Article L. 111-1 of the Consumer Code. These descriptions are designed to provide you with the most complete information possible on these characteristics, without being exhaustive. The photographs, drawings and descriptions of the Products and/or Services are provided for information purposes only and are not binding on us.
2. Please refer to the information and instructions for use on the packaging, labels and accompanying documents. We cannot be held responsible for any damage resulting from failure to follow these instructions for use of the Products and/or Services provided on our website.
3. All our products in the form of crushed cereals or concentrates are of organic origin within the meaning of the regulations, from organic raw materials (documentation and certificate on request), even if a label certifying this is not affixed to the packaging. This absence may be fortuitous or attributable to a validation or renewal of certification of the manufacturing workshops.

### **Purchase of Products and payment**

1. Any purchase of Products is subject to the Terms and Conditions applicable at the time of such purchase.

2. When purchasing a Product:
  - a. it is your responsibility to read the full list of items before committing to purchase them;
  - b. placing an order on the site (by completing the checkout process by pressing the "Buy" button or similar button) may result in a legally binding contract for the purchase of the relevant Product, unless otherwise stated in these Terms.
  
3. You can choose from our selection of Products and place the Products you intend to purchase in a shopping cart by clicking on the relevant button. The prices we charge are shown on the Site. We reserve the right to change our prices or correct any pricing errors that may inadvertently occur, at any time.

These changes do not affect the price of Products you have previously purchased.

At checkout, you will be presented with a summary of all the Products you have placed in your shopping cart.

This summary includes the essential characteristics of each Product as well as the total price of all Products, the applicable value added tax (VAT) and shipping costs, as applicable.

The checkout page also gives you the opportunity to check and, if necessary, change or remove Products, or change quantities. If necessary, you can also identify and correct input errors by using the edit function before making your order binding.

Any delivery time stated applies from the time we receive your payment of the purchase price.

By pressing the "Buy" button, you are placing a binding order to purchase the advertised Products at the price and shipping cost indicated. To complete the order process by clicking the "Buy" button, you must first accept these Terms as legally binding for your order by checking the relevant box.
  
4. We will then send you a confirmation of receipt of your order by e-mail, in which your order is again summarised and which you can print or save using the corresponding function.

Please note that this is an automatic message which only documents that we have received your order. It does not indicate that we have accepted your order.
  
5. The legally binding contract for the purchase of the Products is only concluded when we send you a notice of acceptance by e-mail or deliver the Products to you. We reserve the right not to accept your order.

This does not apply in cases where we offer a payment method for your order and you have chosen it, if a payment process is initiated immediately after submission of your order (for example, an electronic money transfer, or an instant bank transfer via PayPal, or other similar payment method). In this case, the legally binding agreement is concluded when you complete the order process, as described above, by pressing the "Buy" button.
  
6. You can save your preferred payment method for future use. In this case, we will store your payment credentials in accordance with our industry standards (PCI DSS certification). You will be able to identify your stored card by its last four digits.

According to the European and banking regulations, payments by credit card are guaranteed 3D Secure with our payment partners on THE BELGIAN BREWERY website.

### **Delivery of Products and prices**

We can deliver our products in Europe, France, Switzerland, Andorra, Gibraltar, Great Britain, Cyprus, Serbia, Turkey and Albania.

The rates and delivery times vary according to the type of Products ordered, the delivery address and the delivery method chosen :

- Free shipping costs for Metropolitan France - Belgium - Luxembourg - Monaco
- Specific shipping costs for overseas France, according to the overseas territories concerned: Guadeloupe - French Guiana - Reunion Island - Martinique - Mayotte - Saint Martin - Saint Barthélemy - Saint Pierre et Miquelon, free delivery above 220€ of purchase
- Specific shipping costs for overseas France, according to the overseas territories concerned: New Caledonia - French Polynesia - French Southern and Antarctic Territories - Wallis and Futuna, free delivery over €220 of purchase
- Specific shipping costs per kg for Germany and the Netherlands, free of charge above 220€ of order
- Specific shipping costs per kg for Austria - Denmark - Italy, free of charge beyond 220€ of order
- Specific shipping costs per kg for Liechtenstein - United Kingdom - San Marino - Vatican, free of charge for orders over € 220
- Specific shipping costs per kg for Bulgaria - Estonia - Finland - Latvia - Lithuania - Romania - Sweden, free of charge for orders over € 220
- Specific shipping costs per kg for Spain - Poland - Portugal - Hungary - Ireland - Czech Republic - Slovakia - Slovenia, free of charge for orders over € 220
- Specific shipping costs per kg for Switzerland, free of charge for orders over €220
- Specific shipping costs per kg for Cyprus, free of charge for orders over €250
- Specific shipping cost per kg for Turkey, free of charge for orders over €250
- Specific shipping cost per kg for Andorra and Gibraltar
- Specific shipping cost per kg for Albania - Bosnia-Herzegovina - Faroe Islands - Montenegro - Serbia
- Specific shipping cost per kg for Greece - Croatia - Iceland - Malta
- Specific shipping costs per kg for Norway

We use various logisticians and carriers depending on market rates and destinations. The most common carriers are UPS, COLISSIMO, CHRONOPOST, MONDIAL RELAY.

The shipments are generally made home delivery or according to the geographical sectors in point relay of the various carriers. The delivery method is systematically indicated at the time of validation of the shipment by sending an e-mail stipulating the tracking code and the form of delivery.

The applicable rates and delivery times are communicated to you before confirming your order.

When the consumer or professional entrusts the goods to a carrier other than the one proposed by us, the risk of loss or damage to the goods is transferred to the consumer when the goods are handed over to the carrier (article L216-3 of the French Consumer Code).

### **Coupons, gift cards and other offers**

We may from time to time offer coupons, gift cards or discounts and other offers (the "**Offers**") in respect of our Products. These Offers are only valid for the period of time that may be specified in the Offer. Offers may not be transferred, modified, sold, exchanged, reproduced or distributed without our express written permission.

The policy of offers and discounts follows the legal obligations of the Consumer Code: articles L112-1 to L112-7 and the European Community (EU) rules 2019/2161 (Omnibus). The promotion is limited in time, it specifies the start date and the end date; it is based on a base price which is the lowest price charged during the 30 days preceding the start of the promotion.

### **Withdrawal period - Refund and return policy**

According to the regulations of the Consumer Code, articles L221-18 to L221-28, the decree 2022-424 of 25 March 2022, and the European regulations in force, you have the right to withdraw without giving any reason for 14 days from the receipt of the Product or, as far as the Buyer company is concerned, from the date on which you signed the service contract. Unless the latter expressly agrees by notifying our services in accordance with the form attached to these conditions in Annex 2, the contract may only begin to be executed after the withdrawal period has expired.

To exercise your right of withdrawal, you must notify us of your decision by registered mail to the following address TBB - OSA XP 375 rue Pasteur - 59400 Awoingt France or by e-mail to [contact@thebelgianbrewery.com](mailto:contact@thebelgianbrewery.com) within the given time limit, using the following **form** attached to these Conditions in **Annex 1**.

If you contact us by e-mail, we will acknowledge receipt of your withdrawal.

You must return the Products as soon as possible, in any event within 14 days of notification of your withdrawal. Upon receipt of the Product, we will issue a full refund within 14 days, except for the cost of returning the Product, which will be at your expense, unless otherwise agreed in the case of a specific partnership.

In addition, please note that the following Products, according to article L221-28 of the French Consumer Code, relating to perishable goods, the right of withdrawal cannot be applied and these goods cannot be returned:

- Mix Cereals
- Refill pack 3 Mix Blend
- The bags of crushed cereals of the Beer Kit, Kit Pack and bottles, Double Kit Pack, taken separately.
- Yeast sachets.

### **Product Warranty**

Our products are guaranteed with an optimum use-by date which lasts for a maximum of two years from the date of packaging. A label on the bags of Cereals, Yeast, Malt concentrate indicates the batch number and the expiry date.

1. If the Product is affected by a hidden defect, you are entitled to act on the basis of the guarantee provided for in Articles 1641 et seq. of the French Civil Code for two years from the discovery of the defect, subject to the expiration date for the perishable items

mentioned above. A hidden defect means that it makes the Product unfit for the use for which it is intended, or that it hinders its use in such a way that you would not have bought it or would have paid a lower price for it if you had been aware of the defect. This also implies that you did not know about the defect at the time you purchased the Product.

2. As a consumer, you benefit from the legal guarantee of conformity under the conditions of Article L. 217-4 et seq. of the Consumer Code (Order 2021-1247 of 29 September 2021). The legal guarantee protects the consumer when he/she buys a product that does not conform to its description, or that is not suitable for the use normally intended, due to defects in conformity at the time of delivery, article L217-9 of the Consumer Code. You may request the repair or replacement of the Product, except under the provisions of Article L. 217-9 paragraph 2 of the Consumer Code (Order 2016-301 of 14 March 2016) which stipulates that we may not proceed according to the buyer's choice if this choice entails a cost that is clearly disproportionate to the other method (replacement of the product), taking into account the value of the good or the importance of the defect.

If repair or replacement of the Product is not possible, you may promptly return the Product to us for a full refund.

3. Except as expressly provided in these Terms and to the fullest extent permitted by applicable law, we expressly disclaim all other warranties or conditions, whether oral or written, including, but not limited to, accuracy, timeliness, completeness, results, performance, freedom from error or interruption of performance, title, non-infringement, quality, quality of information, quiet enjoyment, merchantability or fitness for a particular purpose (even if we have been advised of that purpose), and any representations, warranties, express or implied, or other terms arising from course of performance, course of dealing or usage of trade.

### **Member's account**

1. To access and use some sections and features of our Site, you must first register and create an account ("Member Account"). You must provide accurate and complete information when creating your Member Account.

2. If someone other than you accesses your Member Account and/or any of your settings, they will be able to perform all actions available to you, including making changes to your Member Account. Therefore, we strongly encourage you to keep your Member Account login information secure. All such activities shall be deemed to have occurred on your behalf and for your account, and you shall be solely responsible for all activities that occur on your Member Account, whether or not you specifically authorise them, and for any damages, expenses or losses that may result from such activities. You shall be liable for activities carried out on your Member Account in the manner described if you have negligently allowed the use of your Member Account by failing to take reasonable care to protect your login details.

3. You may create and access your Member Account through a dedicated web page or by using a third party platform such as Facebook (the "Social Network Account"). If you register

through a third party platform account, you authorise us to access certain information about you that is stored in your Social Network Account.

4. We may terminate or suspend your access to your Member Account temporarily or permanently without liability to you, in order to protect us, our Site and Services or other users, including if you breach any provision of these Terms or any applicable law or regulation in connection with your use of the Site or your Member Account. We may do so without notice to you if the circumstances require immediate action, in which case we will notify you as soon as reasonably possible. In addition, we reserve the right to terminate your Membership Account without cause, by giving you two months' notice by email, if we terminate our Membership Account programme or for any other reason. You may stop using your Member Account and request its deletion at any time by contacting us.

### **Intellectual property**

1. Our Services and associated content (and any derivative works or enhancements thereof), including, but not limited to, all text, artwork, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technologies, documentation, trademarks, service marks, trade names and trade dress and interactive features, and all intellectual property rights therein, are owned or licensed by us (collectively, "Our Intellectual Property"), and nothing herein grants you any rights in connection with Our Intellectual Property. Except as expressly provided herein or as required under mandatory provisions of applicable law for use of the Services, you will not acquire any right, title or interest in Our Intellectual Property. All rights not expressly granted in these Terms are expressly reserved.
2. If the Products include digital content such as music or video, the rights indicated for that content on the Site will be granted to you.

### **Disclaimer of warranty for the use of the Site and the Services**

The Services, Our intellectual property and all materials, information and content provided in connection therewith that are made available to any user free of charge are provided on an "as is" and "as available" basis, without warranty of any kind, either express or implied, including any warranty of fitness for a particular purpose and any warranty as to the security, reliability, timeliness, accuracy or performance of Our services, except for any malicious non-disclosure of defects. We do not warrant that our free Services will be provided without interruption or error, or that they will meet your needs. Access to the Services and the Site may be suspended or limited due to repairs, maintenance or upgrades. This will not affect the warranty of the Products you have purchased from us as set out in the "Product Warranty" section above.

### **Compensation**

You agree to defend, indemnify and hold us harmless from and against any and all actual or alleged claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to your use of the Site and Services in violation of these Terms, including in particular any use that violates the limitations and

requirements set forth in these Terms, except to the extent such circumstances are not caused by your fault.

### **Limitation of responsibility**

1. To the fullest extent permitted by applicable law, we disclaim any and all liability for any amount or type of loss or damage that may result to you or any third party (including any direct or indirect loss and any loss of revenue, profits, goodwill, data, contracts, as well as any loss or damage resulting from or related to business interruption, loss of opportunity, loss of anticipated savings, waste of management or office time, even if foreseeable, in connection with:
  - (i) this Site and its contents,
  - (ii) the use, inability to use or the results of the use of this Site,
  - (iii) any website linked to this Site or the materials on such linked websites.
2. We shall not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure results from a cause beyond our control and/or from force majeure as defined in Article 1216 of the Civil Code.

### **Changes to the Terms or Services; interruption**

1. We reserve the right to change these Terms from time to time at our sole discretion. You should therefore check them regularly. If we change these Terms in a material way, we will notify you that substantial changes have been made. Your continued use of the Site or our Service following any such change will constitute your acceptance of the new Terms. If you do not agree to any of these Terms or any future version of the Terms, do not access or use the Site or the Service.
2. We may change the Services, cease to provide the Services or any features of the Services we offer, or create limitations on the Services. We may terminate or suspend access to the Services permanently or temporarily for any reason, without liability. We will give you sufficient notice if it is practicable in the circumstances and we will reasonably consider your legitimate interests in taking such action.

### **Links to third party websites**

The Services may include links that take you away from the Site. Unless otherwise stated, the linked sites are not under our control and we are not responsible for their content, nor for any links they may contain, nor for any changes or updates to them. We are not responsible for any transmissions received from linked sites. Links to third party sites are provided solely as a convenience to you. The inclusion of links to other websites does not imply that we endorse their owners or their content.

### **Applicable law and disputes**

These Terms shall be governed by and construed in accordance with the laws of France, excluding its conflict of laws rules.



If you have a concern, complaint or question about our site, please contact us : [contact@thebelgianbrewery.com](mailto:contact@thebelgianbrewery.com)

If, after contacting us, you feel that the problem has not been resolved, you will have the right to resort to the consumer mediation procedure in the event of a dispute, in accordance with Articles L.611-1 et seq. of the Consumer Code under the conditions set out in Title I of Book VI.

In the event of a dispute, only the courts of Douai in France are competent.

To submit your request to the consumer ombudsman, fill in the online dispute resolution form available at the following address

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

### **Other**

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

The section titles used in these Terms are for convenience only and have no legal effect.

Unless otherwise specified, if any part of these Terms is determined to be illegal or unenforceable for any reason, it is agreed that such part of these Terms shall be severed and the remaining terms of these Terms shall remain in full force and effect.

By accepting the Terms, you agree not to challenge the evidential value of documents exchanged via the Site, based on their electronic nature. The computerised registers are considered as proof of the communications, orders and payments made between us.

Your acceptance of the Terms is deemed to be an agreement of proof, within the meaning of Article 1368 of the Civil Code.

You may not assign your agreement with us under these Terms, or your rights or obligations hereunder, in whole or in part, without our prior written consent.

These Terms constitute the entire agreement and supersede all previous written or oral agreements between you and us regarding the Services and the sale of the Products.

The provisions of these Terms, which by their nature are intended to survive any action by us, shall survive, including, but not limited to, the provisions relating to indemnities, waivers, disclaimers, limitations of liability and this "other" section.

### **Contact us**

To contact us, send an e-mail to

THE BELGIAN BREWERY

[contact@thebelgianbrewery.com](mailto:contact@thebelgianbrewery.com)

or phone +33 780 902 718

OSA XP – TBB

**Annex 1 - Model withdrawal form**

*(Article R. 221-1 of the Consumer Code - Decree 2022-424 of 25 March 2022)*

**Right of withdrawal form**

Complete and submit the following form if you wish to withdraw from the agreement.

**Att. Customer service**

**Name (User/Purchaser) :**

**Address :**

**Company name and registered office :**

**Customer service (company) :**

**Telephone :**

**e-mail (User/Purchaser) :**

I hereby inform you that I withdraw my consent to the subscription to the Service below/purchase agreement for the Products below :

**Name of the service/products**

**Purchased on**

**Received on**

**Name of customer**

**If possible, please indicate your  
account, order or customer number**

**Customer's address**

**Date**

**User's signature [if in paper form]**