

General terms & conditions

1. Privacy Policy

When joining in as a new customer some personal information has to be given. Your privacy will be respected and only the requested information to process the dispatching of your order is needed. No information will be shared with a third party.

2. scope of application

2.1 These general terms and conditions (hereinafter referred to as "GTC") of the seller Upcycling Phenomenon (hereinafter referred to as "seller") apply to all contracts for the purchase and delivery of goods that a consumer or entrepreneur (hereinafter referred to as "customer") concludes with the seller via the website www.upcyclingphenomenon.com. The seller is not liable for any damages arising from the use of this website. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

2.2 A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

3 Conclusion of the contract

3.1 The subject of the contract is the sale of goods.

3.2 By placing the products in the online shop, we make a binding offer to conclude a contract for the articles illustrated and described by way of example. You can initially place our products in the shopping basket without obligation by clicking on "add to shopping basket". The contract is concluded when the offer for the goods contained in the shopping basket is accepted by clicking on the order button. Furthermore, the customer can also submit the offer to the seller by e-mail.

3.3 The Seller may accept the Customer's offer within five days by:

- he sends the customer a written order confirmation or an order confirmation in text form (e-mail), whereby the receipt of the order confirmation by the customer is decisive in this respect
 - he delivers the ordered goods to the customer, in which case the receipt of the goods by the customer is decisive, or
 - he requests payment from the customer after the customer has placed his order.
- The contract shall be concluded as soon as one of the several alternatives occurs first.

The period for acceptance of the offer begins on the day after the customer sends the offer and ends with the expiry of the fifth day following the sending of the offer. If the seller does not accept the customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

3.4 The English & French language is available for the conclusion of the contract.

3.5 Order processing and contacting usually take place via e-mail as well as automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3.6 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller and sent to the Customer in text form with the order confirmation (e.g. e-mail, fax or letter) after the Customer has sent his order together with these General Terms and Conditions. .

4 Retention of title/right of retention

4.1 The goods remain our property until the purchase price has been paid in full.

4.2 You may only exercise a right of retention insofar as claims from the same contractual relationship are concerned.

5 Liability for defects (warranty)

5.1 The statutory rights of liability for defects apply.

5.2 In addition, we offer you a 30-year guarantee on our products in the event of material and manufacturing defects.

Note: The upcycled products sold here are mainly made antique and vinasse metal. Scratches as well as unevenness are part of the uniqueness and absolutely wanted to show the upcycledness of the product. No guarantee claims apply here.

Also excluded are damages caused by normal use.

Nevertheless, in such a case, it is possible to use our repair service, which is subject to a charge. In both cases, please contact by e-mail at contact@upcyclingphenomenon.com

6. right of withdrawal

6.1 You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. In order to exercise your right of withdrawal, you must inform

(at contact@upcyclingphenomenon.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post or e-mail). In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period. The right of withdrawal applies unless the parties have agreed otherwise.

Not for the following contracts: Contracts for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

This also applies to prefabricated goods that have been personalised at the request of the customer.

We expressly point out that we do not grant any right of withdrawal to self-employed persons, companies and freelancers or commercial customers.

6.2 Consequences of revocation

If you revoke this contract, we shall reimburse all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you.

Under no circumstances will you be charged any fees for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition and functioning of the goods.

The right of withdrawal does not apply to the following contracts:

Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

Contracts for the supply of goods which are prefabricated but which have been personalised at the request of the customer.

Contracts concluded with self-employed persons, companies and freelancers or commercial customers.

6.3 Cancellation form

If you wish to cancel the contract, please complete and return this form.

To:
Frederic Bryon
46 rue des croisiers
7500 Tournai
Belgium
contact@upcyclingphenomenon.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on:

Received on:

Name of consumer(s):

Address of consumer(s):

Date:

Signature of the consumer(s): (only in the case of notification on paper)

6.4 General notes

Please return the goods in the original packaging. If necessary, use protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure adequate protection against transport damage.

Please do not return the goods to us freight collect.

Please note that the aforementioned clauses 1 and 2 are prerequisites for the effective exercise of the right of withdrawal.

7. prices and terms of payment

7.1 The prices listed in the respective offers as well as the shipping costs represent total prices including all applicable taxes.

7.2 The shipping costs incurred are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately in the course of the ordering process and are to be borne additionally by you, unless free delivery has been promised.

7.3 If the delivery is made to countries outside the European Union, further costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which shall be borne by you.

7.4 Any costs incurred for the transfer of funds (transfer or exchange rate fees of the credit institutions) shall be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

7.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

7.6 Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

7.7 The Seller reserves the right to adjust prices at any time. The Buyer shall not be entitled to a refund due to price changes.

8. delivery and shipping conditions

8.1 The delivery of goods shall be made by dispatch to the delivery address specified by the customer, unless otherwise agreed. The delivery address specified in the Seller's order processing shall be decisive in the processing of the transaction.

8.2 We deliver worldwide. Further information on import duties or transport conditions:

In Europe, no charges are levied on intercontinental shipping.

Also non-European shipping is usually no problem and usually does not involve additional charges. However, the following information should be read and understood before ordering through our website.

When ordering from www.upcyclingphenomenon.com the consumer is responsible for ensuring that the product can be legally imported into the destination country. The recipient is the importer and must be familiar with the laws and regulations of the country to which they are attempting to import.

Orders will be marked as gifts when shipped unless otherwise specified. This option may, in some circumstances, help to avoid unnecessary customs duties and import charges at the destination country.

However, products may still be subject to customs duties and fees imposed by the destination country. In these cases, the chosen transporter will only deliver the product once the recipient has paid the amount due. This is not within our control and we are merely pointing out this eventuality.

If additional charges are incurred on receipt and you decide not to pay, the Seller reserves the right not to refund any charges, return carriage costs, taxes or the total cost of the Product.

8.3 If you are a consumer, the law provides that the risk of accidental loss and accidental deterioration of the goods sold during shipment does not pass to you until the goods are handed over to you, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or a person otherwise designated to carry out the shipment.

8.4 If the transport company returns the dispatched goods to the seller because delivery to the customer was not possible, the consumer shall bear the costs for the unsuccessful dispatch. This does not apply if the consumer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the seller had given him a reasonable time's notice of the service.

This does not apply with regard to the costs for the return if the consumer effectively exercises his right of withdrawal. In the event of an effective exercise of the right of withdrawal by the consumer, the provision on this in the Seller's instructions on withdrawal shall apply to the costs of returning the goods.

9 Applicable law

9.1 Belgian law shall apply. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the country of the consumer's habitual residence is not thereby withdrawn (favourability principle).

9.2 The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

10 Jurisdiction

10.1 If the consumer is acting as a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of Belgium, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Seller's registered office.

10.2 If the consumer is domiciled outside the territory of Belgium, the Seller's place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the consumer. In the above cases, however, the Seller shall in any case be entitled to bring an action before the court at the place of the consumer's registered office.

11 Alternative dispute resolution

11.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>.

11.2 This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

12. identity of the seller

Frederic Bryon
46 rue des Croisiers
7500 Tournai
Belgium
mail: contact@upcyclingphenomenon.com