

1 Definitions

1.1 “Customer”: (i) any natural person who is legally competent and over 18 years of age, (ii) any legal person, as well as (iii) any school and / or public administration that places an order with LOTANA;

1.2 “LOTANA”: the private company “LOTANA”, with registered office at 2260 Westerlo, Ter Voort 20, Belgium, VAT BE-0631.710.124, RPR Antwerp, Turnhout division, bank account number BE91 1325 4575 4676, email address info@lotana.be;

1.3 “Products”: all board games (including accessories), puzzles, toys and hobby material as available on the Webshop;

1.4 “Conditions”: these general conditions;

1.5 “Webshop” / “Website”: <https://www.lotana.be> (including www.lotana.eu, www.spelmagazijn.be, www.speelgoedmagazijn.be, www.puzzlemagazijn.be, www.creatiefmagazijn.be, www.miniloco.be, as well as any other and / or future web shops of Lotana).

2 Scope Conditions

2.1 All commercial relationships between LOTANA on one hand and the Customer on the other hand are governed by (in hierarchical descending order): (i) the confirmation email from LOTANA, (ii) the order form from the Customer (if the order originates from a school and / or public administration), (iii) these Conditions and (iv) Belgian law.

2.2 The Conditions will always be available on the Website. By placing an order, the Customer acknowledges that he has read and accepted the Conditions. The Conditions always take precedence over the general terms and conditions of the Customer, even if these stipulate that they are the only ones.

2.3 The (repeated) non-application by LOTANA of any right, can only be considered as tolerance of a certain situation and does not deprive LOTANA of the right to invoke this later.

2.4 These Conditions do not affect the statutory rights that are compulsorily granted to the Customer under Belgian consumer protection legislation.

3 Catalogs, newsletters and publicity announcements

3.1 Catalogs, brochures, newsletters, leaflets and other advertising announcements, as well as the statements on the Webshop, are entirely without obligation and can only be regarded as an invitation to place an order by the Customer, unless explicitly stated otherwise. The description, properties and images of the Products are purely indicative and not binding on LOTANA. Contrary to the prices stated on the Webshop, the prices stated in catalogs, brochures, newsletters, folders and other advertising announcements are also purely indicative.

4 Formation of the agreement

4.1 A purchase, concluded via the Webshop or via a purchase order, is only concluded upon receipt by the Customer of the confirmation email from LOTANA, even if it is received by the Customer in the “spam” mailbox of his email account.

4.2 In case LOTANA is responsible for the delivery of the Products, the Customer will receive an e-mail as soon as his order is shipped. In case of collection by the Customer, LOTANA will also send the Customer an e-mail as soon as the order is ready for collection at the LOTANA location chosen by the Customer.

5 Account Webshop

5.1 To place an order via the Webshop, the Customer does not need to register in advance. The Customer can thus choose to place the order without having an account.

The Client acknowledges that if it has the status of a school and / or public institution, an account is required to be able to benefit from specific (payment) conditions (cf. Article 9.3).

5.2 In the event that the Customer nevertheless opts to create an account, the following provisions apply:

An account is personal and non-transferable. A login consists of the e-mail address and a personal password. The Customer is obliged to handle his login details with care and to keep them secret.

The Customer is fully liable for the use / misuse of his account, regardless of whether this use is with or without permission. The Customer will immediately inform LOTANA of any abuse of his account. LOTANA can under no circumstances be held liable for the use / misuse of accounts by others than the account holder, even in the event of hacking an account. The Customer indemnifies and fully indemnifies LOTANA against all third-party claims in this context.

5.3 LOTANA is entitled to temporarily deactivate or permanently stop an individual account - after prior notification - (as the case may be):

- In case of suspicion that the account has been hacked or is being used by an unauthorized third party;

- When the Customer has repeatedly failed to meet an outstanding payment obligation;

- In the event of a breach of these Terms and Conditions and contractual obligations by the Customer.

6 Cancellation

6.1 The Customer is entitled to cancel the order insofar as the Products have not yet been shipped by LOTANA. After this, the Customer - only if he is qualified as a consumer and if the sale has been effected via the Webshop - can only make use of his / her right of withdrawal in accordance with Article 7.

6.2 LOTANA reserves the right to cancel an order in the event:

-This is based on incorrect information entered by the Customer in the Webshop's system. In any case, LOTANA will initially address the Customer with a view to obtaining more information;

-After the conclusion of the agreement, LOTANA is not (any longer) able to execute the order for objective reasons (including: the Products are not or no longer in stock). In this case, LOTANA will inform the Customer of this within a reasonable period. Only if no alternative solution is available, LOTANA will refund the already paid monies to the Customer within 14 calendar days after the aforementioned notification.

7 Right of withdrawal

7.1 General

7.1.1 If the Customer is qualified as a consumer, he has a right of withdrawal with regard to the Products purchased through the Webshop. Pursuant to (Boek VI Marktpraktijken & Consumentenbescherming van het Wetboek Economisch Recht) Book VI Market Practices & Consumer Protection of the Code of Economic Law, the Customer has the right to withdraw from the order within 14 calendar days without giving reasons. The withdrawal period expires 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.

7.1.2 If the Customer is no consumer, he will under no circumstances have a right of withdrawal and the present provisions in connection with the right of withdrawal do not apply.

7.2 Exercise of the right of withdrawal

7.2.1 To exercise the right of withdrawal, the Customer must inform LOTANA of his decision to cancel the order by means of an unambiguous statement by e-mail (info@lotana.be). The Customer can also use the [model withdrawal form](#) for this, but is not obliged to do so. To meet the withdrawal period, it is sufficient for the Customer to send his communication regarding the exercise of the right of withdrawal before the withdrawal period has expired.

7.3 Consequences of exercising the right of withdrawal

7.3.1 If the Customer revokes his order, the Customer will receive back from LOTANA all payments he has made at that time, including delivery costs without delay and in any case no later than 14 calendar days after LOTANA has been informed of the decision of the Customer to cancel the order, on the understanding that LOTANA will only issue a refund when (i) it has actually received the returned Products from the Customer or (ii) the Customer has demonstrated that he has returned the Products.

7.3.2 LOTANA will then pay the Customer back with the same payment method as with which the Customer carried out the original transaction, unless the Customer has explicitly agreed otherwise.

7.3.3 In any case, the Client will not be charged for the reimbursement. LOTANA may withhold the refund until it has received the Products back or until the Customer has demonstrated that he has returned the Products, whichever is the earliest.

7.3.4 The Customer must return or return the Products to LOTANA immediately, but in any case no later than 14 calendar days after the day on which he has notified LOTANA of his decision to cancel the order. LOTANA. The Customer is on time if he returns the Products before the period of 14 calendar days has expired. The costs of returning the Products, as well as the other related costs (such as but not limited to customs costs, taxes, VAT and storage costs) are for the account of the Customer, unless otherwise agreed.

7.4 Reimbursement of delivery costs

7.4.1 In case of partial withdrawal, LOTANA is not obliged to refund any delivery costs.

7.5 Commissioning / packaging

7.5.1 The returned Product may not have been taken into use and must be in the same condition as at the time of delivery. The Customer is liable for the depreciation of the Products resulting from the use of the Products, which goes beyond what is necessary to determine the nature and characteristics of the Products as he can do in the store. LOTANA reserves the right to deduct this depreciation from the refund to the Customer. In any case, return is only accepted if the Products are clean and undamaged. A depreciation is therefore applied for the following situations, without this list being exhaustive:

- Products from which the packaging, protective film or seal has been removed;
- Products for which accessories or parts are missing;
- Products with an odor foreign to LOTANA's store (e.g. cigarette odor, pet odor, etc.);
- Dirty, damaged or incomplete Products.

7.5.2 In addition, LOTANA requests that the Product be returned in its original packaging and including all accessories supplied with the Product, without the Customer however having the right to remove the price card or other labels (thus allowing LOTANA, even after withdrawal, resell the Product to a third party).

8 Price

8.1 The Products will always be sold at the prices stated on the Webshop and include VAT. Any costs for delivery will always be stated separately.

9 Payment

9.1 Advance payment via the Webshop

9.1.1 Unless explicitly agreed otherwise (cf. Article 9.2), orders via the Web Shop must be paid in full by the Customer in advance by means of (i) one of the payment options as offered on the Web Shop or by (ii) bank transfer. The available payment options are Bancontact, Visa, MasterCard, Paypal (not in Belgium and the Netherlands), iDEAL, Billink acheraf betalen (only in the Netherlands).

9.1.2 For the processing of online transactions, LOTANA uses external professional and specialized partners who manage a payment platform. The Customer's financial data entered in the context of an online payment is only exchanged between the external partner and the relevant financial institutions. LOTANA does not have access to the confidential financial data of the Client.

9.2 Payment by invoice for schools and / or public authorities

9.2.1 In the event that the Client is qualified as a school and / or public administration, payment by invoice is allowed, if necessary, after express approval by LOTANA. In such case, the invoice is payable in full by bank transfer within 30 calendar days after the invoice date or, failing that, within the period stated on the invoice.

9.2.2 Invoices can only be validly protested by registered letter within 14 working days following the invoice date, stating the invoice date, invoice number and a detailed motivation for the protest.

9.2.3 The unconditional payment of part of the invoice amount counts as explicit acceptance of the invoice.

9.2.4 Partial payments by the Client are always accepted under all reservation and without any adverse acknowledgment, and allocated first to the collection costs, then to the damage clause, the interest due and finally to the principal sum, which is allocated in priority to the oldest outstanding principal.

9.2.5 For each invoice that has not been paid in whole or in part by the due date, a default interest of 1% per overdue month will be charged by operation of law, without prior notice of default, whereby each started month will be considered as fully expired and the amount due will also be increased. with all collection costs of LOTANA associated with the collection of the debt as well as with 20% of the invoice amount, with a minimum of 100 euros (€ 100.00) (excl. VAT), by way of lump-sum compensation, without prejudice to LOTANA's right to claim higher damages.

9.2.6 If a Customer fails to pay one or more outstanding claims to LOTANA, LOTANA reserves the right to immediately stop any further execution or delivery and to consider other orders as canceled without any notice of default. In addition, this entails the immediate claimability of all other invoices, even those that have not yet expired, and all permitted payment terms expire. The same applies in the event of imminent bankruptcy, judicial or amicable dissolution, suspension of payment, as well as any other fact indicating the Customer's insolvency.

10 Electronic invoicing

10.1 By placing an order, the Customer expressly agrees to the use of electronic invoicing by LOTANA, unless otherwise agreed in writing between the parties.

11 Terms of delivery / collection

11.1 Unless expressly agreed otherwise, the expected time of delivery is always approximate and not binding. If LOTANA cannot deliver within the specified period, the customer will be

notified before the expiry of this period and a new additional period will be discussed. If this additional delivery term is exceeded, the customer can terminate the agreement free of charge and all amounts paid will be refunded.

Exceeding the foreseen term cannot therefore give rise to a fine, compensation or substitution. Moreover, LOTANA can never be held liable for delays caused by third parties (such as the transport company).

11.2 A defective, late or incomplete delivery or making available can neither justify non-payment nor late payment of the amounts due.

11.3 The anticipated delivery terms will automatically lapse if:

-Changes to the order by the Customer;

-Force majeure and / or hardship, as described in Article 15.

12 Method of delivery / collection

12.1 The Products are always delivered to the delivery address or collection point specified by the Customer, or collected by the Customer himself at the LOTANA location. The Products are always delivered Delivered At Place (DAP - Incoterms® 2020). The risk of damage, destruction and disappearances with regard to the Products thus transfers to the Customer at the time of delivery at the delivery address specified by the Customer or at the time of effective collection at the LOTANA location chosen by the Customer.

12.2 In case of delivery of the order by LOTANA, LOTANA reserves the right to ship the Products only after receipt of payment.

12.3 In the event that the Customer has opted for collection at the LOTANA location and the latter does not come to collect the Products within 30 calendar days following the moment that the Customer has been informed that the Products are available, the order will be considered canceled, unless this period has elapsed. was extended by the Customer in mutual agreement with LOTANA and provided a valid reason has been given. In the event of cancellation, LOTANA will refund the amount already paid to the Customer within 14 calendar days.

12.4 The way in which the transport takes place and the actual means of transport are determined by LOTANA within reason.

12.5 In the absence of the Customer upon delivery to the delivery address indicated by the Customer, the transport service will leave a message at the delivery address stating that the Customer can pick up the order at the collection point stated on the message.

12.6 If the Customer refuses the order upon delivery or if it is not picked up by the Customer within the period as stated on the message (see article 12.5) at the collection point, the order will be returned to LOTANA. The costs of returning, as well as the associated costs, are for the account of the Customer.

12.7 The delivery note will be included in the packaging in which the Products are shipped.

13 Display of Products on the Webshop

13.1 LOTANA will do everything that is reasonably possible to accurately display the properties of the Products on the Webshop. The colors that the Customer sees depend on his computer system and LOTANA cannot guarantee that his computer will display these colors correctly. In addition, it is possible that the photo of the Product displayed on the Webshop still relates to a previous edition of the Product. The correct release will always be displayed with the captioning text accompanying the Product.

14 Conformity, warranty and complaints

14.1 Non-conforming or damaged delivery

14.1.1 Immediately upon delivery of the Products, the Customer must carry out an initial verification and check whether the Products delivered are in accordance with what was ordered (including with regard to transport damage, type, quantity, color and size). In the event that the delivery is not in conformity and / or damaged, the Customer must immediately notify LOTANA of this - under penalty of forfeiture of the complaint - by e-mail (info@lotana.be) together with the necessary photos that the not -Demonstrate conformity / damage.

14.2 Hidden defects

14.2.1 When the Customer has a complaint as a result of production and / or manufacturing defects, the Customer must immediately notify LOTANA by e-mail (info@lotana.be) and add the necessary photos of the Products. in support of his complaint.

14.2.2 If the Products show hidden defects, LOTANA will comply with the legal guarantee regulations (if the Customer is a consumer) and the regulations in the context of hidden defects (if the Customer is not a consumer).

With regard to the delivery of goods, LOTANA applies the statutory minimum guarantee period of two years if the goods do not conform to the order placed. This means that in the event of defects or defects in the good, a free repair or replacement is possible up to two years after delivery.

Insofar as this is possible and reasonable, the customer has the choice between repair or replacement. Only in case the repair or replacement is excessive or impossible or cannot be carried out within a reasonable time, the customer has the right to demand a price reduction or the dissolution of the sales contract.

14.3 Procedure

14.3.1 The Customer may under no circumstances return the Products to LOTANA on the basis of this article without the prior agreement of the latter.

14.3.2 In the event that the Products prove to be effectively non-compliant and / or damaged, respectively. show hidden defects and LOTANA, or the producer, agrees to the return of the Products (i) LOTANA will provide the Customer with a return label by e-mail or (ii) the Customer will return the Products to one of the branches of LOTANA.

The Customer has the choice between (i) taking back the relevant Products by LOTANA with reimbursement from the Customer with the same payment method with which the Customer carried out the original transaction, (ii) retaining the Product subject to granting a discount to be freely determined by LOTANA. (through a credit note). If possible, LOTANA reserves the right to have the manufacturer deliver missing pieces directly to the Customer.

14.3.3 LOTANA will under no circumstances intervene if the Customer is responsible for damage to the Products.

14.4 Complaint services

14.4.1 If the customer has complaints about the services of LOTANA, he can contact LOTANA via customerservice@lotana.eu. LOTANA will handle the complaint as soon as possible and at the latest within 7 days.

14.4.2 If no agreement is reached between LOTANA and the customer, the customer can contact Safeshops.be as a consumer. Safeshops.be will mediate between the customer and LOTANA, if the complaint is accepted by them. Complaints can be submitted via the following complaints form: <https://www.safeshops.be/nl/consumers-complaints/>.

14.4.3 In the event of an out-of-court settlement of the dispute, the Consumer Ombudsman Service of the Belgian Federal Government is authorized to receive any request for out-of-court settlement of consumer disputes. This in turn will either process the application itself or forward it to a qualified entity. The Consumer Ombudsman Service can be reached via this link: <https://www.consumentenombudsdienst.be>.

14.4.4 In case of disputes of a cross-border nature, the customer can appeal to the Online Dispute Resolution platform of the European Union via this link: <https://ec.europa.eu/odr>.

15 Liability

15.1 With the exception of the indemnification by LOTANA according to article 14, the liability of LOTANA is always limited to the price of the Products delivered by LOTANA and in any case limited to the liability that is mandatory by law.

15.2 LOTANA is under no circumstances obliged to compensate indirect damage and / or consequential damage.

15.3 LOTANA is also not liable for defects that are directly or indirectly caused by an act of the Customer or of a third party, regardless of whether these are caused by an error or negligence.

15.4 The Customer cannot claim indemnification by LOTANA for damage to the Products caused by (i) normal wear and tear / use, (ii) inappropriate maintenance / use of the Products, (iii) non-compliance with the advice and instructions regarding the use and / or storage of the Products (non-exhaustive list: keeping too close to a heat source, too long exposure to the sun, incorrect assembly,...).

16 Promotions

16.1 Promotional bonuses by LOTANA, in whatever form (such as but not limited to price reductions, coupons, free shipping, etc.) must always be used in accordance with the guidelines as expressly indicated in this regard. In any case, these can only relate to 1 order, cannot be combined and they have a personal character.

17 Force majeure / hardship

17.1 LOTANA resp. the Customer are not liable for any failure to fulfill their obligations caused by force majeure or hardship. Are conventionally regarded as cases of force majeure or hardship: all circumstances that were reasonably unforeseeable at the time of the conclusion of the agreement and are unavoidable, and that on the part of LOTANA resp. the Client create the impossibility to execute the agreement or that would make the execution of the agreement more difficult or more difficult than is normally foreseen financially or otherwise (such as, but not limited to war, natural conditions, fire, seizure, delays in or bankruptcy of third parties relied on by LOTANA, general scarcity of raw materials or Products, staff shortages, strikes, business organizational circumstances, threats and / or acts of terrorism and epidemics or pandemics).

17.2 The aforementioned situations give LOTANA resp. the Customer the right to request the revision and / or suspension of the agreement by simple written notification to the other party, without the party affected by force majeure or hardship being or being able to owe any compensation. If the situation of force majeure and / or hardship continues for more than 2 months, both the party confronted with force majeure / hardship and the other party have the right to terminate the agreement.

18 Retention of title

18.1 LOTANA reserves the ownership of the Products delivered to the Customer as long as the Customer has not paid in full the price, costs, interests and all other accessories relating to the order.

18.2 Before the moment of transfer of ownership, the Customer is not entitled to dispose of, process, use, transform, transfer, encumber and / or dispose of the Products. It is agreed between the parties that the various transactions / contracts between them are considered to form part of one economic whole and that LOTANA always has a retention of title on the Products in the possession of the Customer at that time, as long as the Customer has an outstanding debt towards LOTANA.

19 Intellectual rights

19.1 LOTANA guarantees that it has the necessary licenses for offering its Products.

19.2 By placing the order, LOTANA does not transfer any copyrights or other intellectual rights to the Products, Webshop, logos, (trade) name, corporate identity, etc. of LOTANA.

20 Personal data

20.1 The processing of personal data by LOTANA concerning a (potential) Customer takes place in accordance with the privacy statement of LOTANA, which can be consulted on the Webshop. In this context, LOTANA acts as data controller. This privacy statement contains

information about the personal data that LOTANA collects, as well as the way in which LOTANA uses and processes it.

20.2 By purchasing the Products resp. By placing an order through the Webshop, the Customer acknowledges that he has read and accepted this privacy statement.

21 General

21.1 The possible invalidity of one or more clauses from these Terms and Conditions or part thereof, does not affect the validity and applicability of the other clauses and / or the rest of the provision in question. In such case, LOTANA and the Customer will negotiate to replace the invalid provision with an equivalent provision that complies with the spirit of these Conditions. If LOTANA and the Customer do not reach an agreement, the competent court can mitigate the invalid provision to what is (legally) permitted.

21.2 LOTANA reserves the right to adjust or change its Terms and Conditions at any time after prior written notification to the Customer. The latest version of these Terms and Conditions is always published on the Website.

22 Choice of law and competent courts

22.1 Belgian law is applicable.

22.2 Disputes are the exclusive competence of the courts of the district where LOTANA has its registered office, unless LOTANA explicitly deviates from this.

23 Language

23.1 Unless explicitly agreed otherwise, the Client acknowledges that the language of these Terms and Conditions is also the language of communication in all commercial transactions with LOTANA.

23.2 The original language of these Conditions is Dutch. Translations or documents drawn up in another language are always merely an enrichment for the Client.