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## Definitions and scope of application

The general conditions of sale and the general conditions for the provision of services, hereinafter referred to as the “general conditions”, apply to all orders placed with Lune Little dreamers, registered in the Crossroads Bank for Enterprises under the number BE 0798.513.601, hereinafter referred to as the “service provider” or the “seller”.

The customer acknowledges that Lune Little dreamers is not his co-contractor. These general conditions of sale exclude, unless accepted in writing by Lune Little dreamers, all general and specific conditions of purchase of the customer. No deviation from these general conditions of sale shall be accepted without written confirmation by Lune Little dreamers. Any order is accepted by the seller/service provider only by its written confirmation to the customer or by the actual delivery of the products. Unless proven otherwise, the customer acknowledges having received a copy of these general terms and conditions of sale.

The present general terms and conditions constitute the agreement binding the seller/service provider and the customer, they are hereinafter jointly referred to as the “parties”.

The “customer” is any natural person or legal entity ordering products and/or services from the seller/service provider.

The “consumer” is the customer, natural person, who is acting for purposes outside his trade, business, craft or profession.

The present general terms and conditions are the only ones applicable between the parties.

They exclude the customer's general or special conditions that the seller/service provider has not expressly accepted in writing. The general terms and conditions can be freely consulted at any time on the seller/service provider's website: [www.lunelittledreamers.be](http://www.lunelittledreamers.be), so that when placing an order, the customer must declare that he has read the general terms and conditions and confirms that he accepts the rights and obligations arising from them.

The seller/service provider reserves the right to be able to modify these general terms and conditions at any time, without prior notice, subject to these modifications being displayed on its website. These modifications will apply to orders for products and/or services placed thereafter.

## Offer and order

To place an order, the customer selects the product(s) and/or service(s) he wishes to order by browsing the vendor/service provider's website. Here, the customer will either be redirected to the vendor/service provider's calendar or redirected to its mail application. In the first case, the customer will schedule an appointment and then receive all the necessary info, as well as payment instructions and terms and conditions. In the second case, it will be agreed and confirmed via mail which service(s) and/or product(s) the customer wishes to purchase and the customer will receive, payment instructions.



After the seller/service provider has received confirmation of payment due to the banking institution, he will send the customer a summary of his order. This summary shall include the products and/or services ordered and their price, the present general terms and conditions or a link to these terms and conditions, as well as an indication of the probable date of delivery or execution of the order. The seller/service provider reserves the right to suspend, cancel or refuse the customer's order, in particular if the data communicated by the customer prove to be manifestly incorrect or incomplete or if a dispute exists regarding the payment of a previous order. In the event of cancellation of the order by the customer, for whatever reason and barring force majeure, after it has been accepted by the seller/service provider, a sum equal to 30% of the price of the order shall be acquired by the seller/service provider by way of damages and interest and invoiced to the customer.

## Price

The price of the products and/or services is shown in euros, taxes included. Any increase in VAT (Value Added Tax) or any new tax that would be imposed between the time of the order and the delivery and/or execution will be automatically charged to the customer.

Possible costs of delivery are not included in the price displayed, but are calculated separately in the course of the ordering process, in function of the method and place of delivery, as well as in function of the number of products and/or services ordered.

Unless otherwise stipulated, all our invoices are payable in cash and without discount in euros to account BE45 7340 6117 6289.

Any complaint regarding the invoice must be communicated to the seller/service provider and to Lune Little dreamers within 15 days of receipt at the latest, otherwise it will not be taken into account.

In case of non-payment of an invoice on the due date, the customer shall automatically and without prior notice be liable to the seller/service provider for interest in the amount of 12%.

## Terms

Unless otherwise expressly accepted in writing by the seller/service provider, the delivery and/or performance deadlines stated in the general terms and conditions are not expiry dates. The vendor/service provider cannot be held liable unless it is a significant delay attributable to its gross negligence.

The customer may not invoke the delivery and performance deadlines for breach of contract, may not claim damages or interest, and may not assert any other claims, unless otherwise expressly accepted in writing by the seller/service provider. In the event of a delay in delivery of more than thirty working days, the customer will have to send a notice of default by registered letter to the seller/service provider, which will then allow the latter 50% of the prescribed period to deliver the ordered product(s) and/or perform the ordered services.



## Retention of title

The seller remains the owner of the products ordered until the day of full payment. Ownership of the products is transferred to the customer only after collection or delivery of the items and after full payment of the order. As an exception to Article 1583 of the Civil Code, the sold, delivered or installed goods remain the exclusive property of the seller until the day of full payment of the invoice. As long as the payment of the sales price has not been made, the customer is prohibited from pledging, donating or using the items as security in any way whatsoever. The customer is expressly prohibited from making any changes to the items, making them immovable by incorporation or use, selling them or disposing of them in any way.

As long as the seller has title to the goods delivered, in accordance with the provisions of this clause, the customer shall remain liable for the maintenance and good condition of these products. During this period, only the customer will be liable for any loss or damage to the products. If necessary, the customer undertakes to insure the products against any risk. The customer also undertakes to keep the products in such a way that they cannot be confused with other products and it is clear at all times that the goods belong to the seller.

## Right of withdrawal

In accordance with Article VI.47 of the Code of Economic Law, the consumer who orders products and/or services from the seller/service provider at a distance has a period of 14 calendar days from, for products, the day of delivery of the products or notification that they are available at the agreed pick-up point, to notify the seller that he wishes to abandon the purchase, without having to pay any compensation and without having to provide a reason.

With regard to services, this period of 14 calendar days begins to run on the day of the conclusion of the contract, namely the day on which the consumer receives a summary of his order by e-mail.

If this period expires on a Saturday, Sunday or public holiday, it is extended to the next working day.

The consumer may express his will to withdraw from the purchase by means of a form available on the website of the FPS Economy, SMEs, Self-Employed and Energy: [economy.fgov.be](http://economy.fgov.be), or still by means of a declaration showing the will to withdraw from the contract in an incontestable manner.

The consumer will have to return the product(s) he wishes to cancel in perfect condition and in their original packaging at his own expense.

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

The seller/service provider will refund the amount paid by the customer to the latter as soon as possible, and at the latest within 14 days from the return of the products if they are in perfect condition.

The consumer who opens or uses a product before the expiration of the period during which the right of withdrawal can be exercised shall be deemed to have waived his right of withdrawal as far as this product is concerned.

The consumer who expressly accepts that the service ordered has already been performed before the expiration of the 14-day period and who recognizes that this performance leads to the loss of this right of withdrawal, will no longer be able to exercise this right of withdrawal, in accordance with Article VI.53 of the Code of Economic Law.



The consumer will also not be able to exercise his/her right of withdrawal if he/she is in one of the other exceptions envisaged by Article VI.53 of the Code of Economic Law, particularly in the case where it concerns goods that have been manufactured according to the consumer's specifications or that have been clearly personalized. If the consumer/customer purchases an online course, guide, webinar or workshop whereby he/she will have immediate access to the purchased Service or whereby the Service will be delivered within the period of the right of withdrawal, he/she shall, in accordance with Article VI. 51 §4 2° of the Code of Economic Law, expressly waive this right of withdrawal because, on the one hand, he/she wishes the performance to take place before the end of the right of withdrawal and the Service has been delivered in full.

Companies (i.e., including sole traders) do not have the right of withdrawal.

## Order cancellation/cancellation

### Physical products

The customer who does not meet the conditions for using the right of withdrawal described in the previous clause of the present general terms and conditions and who wishes to cancel his order must notify the seller/service provider, who in turn will inform the customer regarding the procedure to be followed.

Any advance paid by the customer to the seller/service provider will not be refunded to the customer. If no advance payment was made by the customer, the seller/service provider shall be entitled to claim a cancellation fee from the customer amounting to 30% of the price of the services and/or products that were part of the order cancelled by the customer.

### Online products

Products such as the online directories where direct access is provided cannot be cancelled.

### Coaching

#### *Introductory call:*

Cancellations can be made up to 2 business days before the call. An administrative fee of EUR 10 will be charged with each refund to cover transaction costs, among other things. In case of late cancellation, the seller/service provider reserves the right not to refund the call. If the customer arrives late to an appointment - without prior notice - the duration of the appointment will not be extended and the full price of the Service will remain due. If a consultation, by mutual agreement, is completed early, it will be charged in full and no compensation is possible for the unused time of this consultation.

#### *Sleep analysis:*

Cancellations can be made up to 5 business days before the agreed date of service. An administrative fee of EUR 10 will be charged when refunding the purchased Service to cover transaction costs, among other things. In case of cancellation less than 5 working days before the pre-agreed date for service, an administrative fee of EUR 45 will be charged.

If the counseling is cancelled in the last 2 business days before the pre-arranged date for service, only the difference between the cost of the work already done and the price of the counseling will be refunded. This will be communicated via email.



### *“Ask me anything” call:*

Cancellations can be made up to 2 business days before the call. An administrative fee of EUR 10 will be charged with each refund to cover transaction costs, among other things. In case of late cancellation, the seller/service provider reserves the right not to refund the call. If the customer arrives late to an appointment - without prior notice - the duration of the appointment will not be extended and the full price of the Service will remain due. If a consultation, by mutual agreement, is completed early, it will be charged in full and no compensation is possible for the unused time of this consultation.

### Parent-child activities:

Cancellations can be made up to 2 business days before the session takes place. An administrative fee of EUR 7 will be charged with each refund to cover transaction costs, among other things. In case of late cancellation, the vendor/service provider reserves the right not to refund the session. However, if someone can take over your registration, a full refund will be possible.

## **Delivery and/or execution of the order**

### Physical Products

The delivery and/or execution deadlines indicated by the seller/service provider are provided for indicative purposes only and do not bind the seller/service provider. Consequently, a delay in the delivery and/or execution of the order can under no circumstances give rise to any compensation, interest, breach of contract and/or suspension of the customer's obligations.

The order will only be delivered to the customer or will only be executed after full payment. The transfer of ownership and risks takes place at the time of full payment of the order. Consequently, the customer is informed that he alone bears the risks associated with the delivery.

### Online products

Access to online guides are immediate upon payment and personal and cannot be shared with third parties. If abuse is suspected, access will be blocked temporarily or completely without the seller/service provider having to compensate the customer/user.

### Coaching

The service provider/seller is free to determine where the services will be delivered and whether or not they will be delivered online. The customer acknowledges that the place of work is not an essential component of the Agreement. A change of place, cannot be considered as a default on the part of the service provider.

At the start of the 1-on-1 counseling, the seller/service provider will, in consultation with the customer, announce the times at which the session(s) will take place.

The client will provide the requested information in a timely manner. The client therefore guarantees the correctness, completeness and reliability of the information provided, even if it comes from third parties.

If the client does not make the necessary information available or does not make the preparatory work that was agreed upon (questionnaire, sleep and nutrition diary, etc.) available in a timely manner, and the performance of the service is delayed as a result, the resulting additional costs will be borne by the client.



## Availability

The products offered for sale by the seller are only offered to the extent that they are in stock.

In the event of unavailability of one or more products after payment of the order, the Vendor undertakes to inform the Customer as soon as possible and offers the Customer the choice between reimbursement, modification of his order or delayed delivery as soon as the products in question are back in stock.

The contents of the online guides will remain available for the agreed duration during the purchase. If it is a lifetime subscription, this means as long as the service provider, platform, or course/traject exists.

## Availability of information

The seller/service provider does its best to post accurate and current information on the website, additional communication channels, and online products. But cannot guarantee that the information available is or remains completely accurate.

## Receipt of the order and complaints

The customer is required to compare the order form attached to the order, as well as the conformity of the products delivered to him or which he picks up at the designated collection point, with the products he ordered.

Any complaints must be made in writing within 14 working days following the delivery of the order or following notification that the order is available at the collection point provided for this purpose. Failure to submit the complaint in the aforementioned manner and within the stipulated period will not be taken into account and the customer will be deemed to have definitively accepted the order.

Any complaints relating to the services provided by the service provider must be made in writing within 14 working days of the occurrence of the event giving rise to the complaint. If the complaint is not submitted in the aforementioned manner and within the aforementioned period, it will not be taken into account.

If a complaint proves to be founded, the seller/service provider shall have the choice between replacing the product and/or services in question or refunding the price of these products and/or services.

## Intellectual property rights & copyright.

The information, logos, drawings, trademarks, models, slogans, corporate identity, etc. accessible through the website, all related communication channels, online directories or the vendor/service provider's catalog are protected by intellectual property rights.

These intellectual property rights include, but are not limited to, patent, copyright, trademark, design or model rights and/or other (intellectual property) rights, such as patentable or non-patentable technical and/or commercial know-how, methods and concepts.

Subject to prior and express stipulation to the contrary, the customer is not permitted to modify, reproduce, rent, lend, sell, distribute, make public, store in an automated database, or create derivative works based on all or part of the elements depicted on the website, all related communication channels, online guides or in the vendor/service provider's catalog without the express written consent of the author (here also the vendor/service provider).

Unless expressly waived, the agreed price in no case implies a transfer of intellectual property rights and/or industrial rights in any way.



The contents of the online guides and others are personal and may not be shared with third parties. If sharing with third parties is suspected, access will be suspended immediately, for a short period or permanently, without the seller owing any compensation or payment to the customer. Also, if the customer acts in violation of these terms of sale or otherwise acts unlawfully or causes damage to the seller, the seller may suspend access to the account without owing any compensation to the customer.

In case of abuse, legal action will be taken.

## Confidentiality

The service provider/seller undertakes to maintain the confidentiality of all information and data learned during the performance of the Service. The service provider/seller shall take all possible precautions to protect the client's interests. The Client shall not, without our consent, disclose to any third party, any information regarding our approach, method or findings/advice.

The Parties shall not disclose this information in any way to third parties unless with the prior express written consent of the other Party or if they are required to do so by law.

## Data protection

The seller/service provider collects personal data solely for the purpose of providing individually tailored advice. The information collected includes, but is not limited to, your email, name, child's name, age and date of birth, and contact information. No personal information is disclosed to third parties without the customer's consent, unless we are required to do so by law.

The seller/service provider is the data controller for the processing of personal data which will be done in accordance with the provisions of the General Data Protection Regulation and the Law of July 30, 2018 on the protection of natural persons with regard to the processing of personal data. For more information, the seller/service provider is pleased to refer to the Privacy Statement which can be found on the Website and is an integral part of these general terms and conditions.

## Warranty

### Legal warranty for all customers

In accordance with articles 1641 to 1643 of the Civil Code, the seller is obliged to guarantee the products against the hidden defects that render the products unsuitable for the use for which they are intended, or that reduce this use to such an extent that, had the customer known about the defect, he would not have purchased the products or would have done so only at a lesser price.

If a hidden defect is found, the customer must act within a short period of time, in accordance with Article 1648 of the Civil Code. The customer will have the choice of either returning the product affected by a hidden defect for a full refund of the price, or keeping the product subject to a partial refund of the price.

The seller is not obliged to indemnify the products against visible defects that the customer observed or could have observed at the time of the sale. The seller is only obliged to indemnify the customer against hidden defects of which he himself was aware at the time of the sale and which he did not report to the customer. Only the invoice, receipt or order form shall count for the customer as certificates of warranty against the seller. These documents must be kept by the customer and presented in their original version.



### Additional legal guarantee for customers as consumers

In accordance with article 1694quater of the Civil Code, the customer who is a consumer has a legal guarantee of 2 years for any lack of conformity that existed at the time of delivery of the product and that occurs within a period of 2 years from this delivery.

This warranty consists of the repair or replacement, at no cost to the consumer, of the defective products. However, if the repair or replacement proves impossible or disproportionate for the seller or would cause serious inconvenience to the consumer, an appropriate price reduction or refund may be proposed by the seller to the consumer, subject to the return of the defective products by the consumer.

If the replacement parts or specific accessories necessary to repair the product are no longer available from the manufacturer, the seller cannot be held responsible for the loss of the ability to use the product.

The consumer is obliged to notify the seller of this defect in writing within a maximum period of two months (counting from the day on which he discovered the defect), on pain of losing his right to complain.

Only the invoice, the receipt or the order form shall count for the consumer as certificates of warranty against the seller. These documents must be kept by the consumer and presented in their original version. The warranty period begins on the date indicated on these documents.

This warranty cannot be applied if the defect is due to misuse, an external cause, poor maintenance, normal wear and tear or any use not in accordance with the manufacturer's or seller's instructions.

In the event of damage, theft or loss of a product submitted for repair, the vendor's liability shall at all times be limited to the sale price of the product. Under no circumstances can the seller be held liable for the loss or reproduction of data stored on or through electronic devices submitted for repair.

### Guarantees regarding the services provided.

The service provider undertakes to perform the services with due diligence.

With regard to the services provided, the customer has a guarantee of conformity with the initially requested services. If a discrepancy is detected within this period, the service provider shall remedy this discrepancy free of charge and as soon as possible, provided that these detected discrepancies are communicated as such to the service provider. The following are expressly excluded from the guarantee of conformity: services requested as a result of an unauthorized intervention or modification, as a result of an incorrect use or a non-conforming use by the customer, or as a result of a deviation created by the intervention of the customer or a third party.

The service provider declares that the result of the services provided, which would be protected by intellectual property rights, constitute original creations. If the service provider would have used third parties in order to provide all or part of these services, he declares to have obtained all necessary rights and permissions for the performance of these services.

Consequently, the service provider shall indemnify the client against any claim, allegation, revindication or opposition of any person who invokes an intellectual or industrial property right with respect to all or part of the services provided, or who asserts an act of unfair competition.



## Liability

### Generalities

The customer acknowledges and accepts that all obligations to which the seller/service provider is bound must be expressly stated and that the seller/service provider is not liable, except for fraud or gross negligence. In the hypothesis in which the customer proves the existence of a gross fault or of fraud on the part of the seller/service provider, the damage to which the customer can lay claim is limited to the material damage directly resulting from the fault attributed to the seller/service provider, to the exclusion of all other damage. In any case, these damages cannot exceed 75% (excluding taxes) of the amount effectively paid by the customer in execution of the order.

The customer also acknowledges that the seller/service provider is not liable for any direct or indirect damage caused by the products or services provided, such as, among others, loss of income, increase in overheads, loss of clientele, etc.

The seller/service provider is not responsible if incorrect data were transmitted by the customer, or if an order is placed by a third party on behalf of the customer.

Finally, it is up to the Customer to inform himself of any restrictions or customs duties imposed by his country on the products ordered. Consequently, the seller cannot be held liable if the customer is confronted with any restriction or with the payment of additional duties as a result of the policy pursued by his country in this matter.

### Services

The Agreement contains for the seller/service provider only obligations of means, not obligations of result. Since the seller/service provider does its best to perform its services with due diligence, it cannot be held liable if the intended result was not achieved. Similarly, the seller/service provider cannot be held liable if he has not been given the complete and correct picture of the client's/the client's baby/child.

The seller/service provider shall not be liable for or liable to compensate any intangible, indirect or consequential damages, including (but not limited to) loss of profits, loss of sales, loss of revenue, administrative or personnel costs, an increase in overheads, loss of clientele or third party claims.

### Others

Lune Little dreamers' website, facebook page, instagram page, emailings, counseling, email exchanges, guides aim to inform & offer parents insight

- regarding their baby's functioning in terms of (breast) feeding and sleep so they can understand and support them more easily.
- concerning the emotional and organizational difficulties during the post partum period so that (future) parents can prepare and/or adapt.

The service provider/seller is Baby-Led Sleep & Wellness Expert but not a physician, and does not claim that these insights will help cure, heal or correct any disease or medical condition.



The information contained in the website, facebook page, instagram page, emailings, accompaniments, email traffic and guides of the service provider/seller does not have any diagnostic or therapeutic value for one's own medical situation or that of others (such as, for example, the child), does not concern direct medical advice or cannot be seen as a substitute for medical or other professional help, care, support or information provision such as (general) physicians, medical specialists, emergency care, (acute) mental health care, and the like and is not intended as an aid in making a (self) diagnosis. The user of a guidance/training/online purchased guide and/or course is advised never to postpone timely seeking professional care or never to disregard medical advice already obtained based on (online) information obtained through the service provider/seller.

Medical questions, complaints or symptoms should be presented to the attending physician or other professional healthcare provider in a timely manner in order to receive professional research, diagnostics and possibly medical care.

The use or application of online information, tips and advice from this website (through all possible channels such as facebook, instagram, newsletters or mail traffic) by visitors/clients is entirely the responsibility and risk of the user.

The service provider/seller expressly disclaims any liability for breach of contract, tort, strict liability or any other legal basis, for any direct, indirect, incidental, consequential, supplementary and special damages on a psychological, emotional or physical or material level. Also, the service provider/seller expressly disclaims any liability for damages arising in any way from or related to the access and use of this website, the information published on this website and/or information provided or obtained via the Internet, regardless of whether they were aware of the possibility (of occurrence) of such damages.

No rights can therefore be derived from publications, information on this website, or advice provided electronically.

## **Internet and new technologies**

The customer acknowledges the limitations and risks associated with the use of the Internet or any other means by which the website is or will be made available. The customer also recognizes the risks associated with the numerical or electronic storage and transmission of data.

In view of the aforementioned risks, the Customer accepts that the Vendor/Service Provider cannot be held liable for the damage caused by the use of the Vendor/Service Provider's website (as well as any applications) or by the Internet.

Among other things, the Customer accepts that the electronic communications exchanged and the backups realized by the Seller/Service Provider may serve as evidence.

## **Miscellaneous provisions**

### Force majeure or unforeseen circumstances

The seller/service provider cannot be held liable either contractually or extra-contractually in case of temporary or permanent non-performance of its obligations, if this non-performance is due to a case of force majeure or accident.



Are considered in particular as cases of force majeure or accident :

- 1) the loss or total or partial destruction of the vendor/service provider's computer system or its database, if any of these events cannot reasonably be attributed directly to the vendor/service provider and if it cannot be shown that the vendor/service provider failed to take all reasonable measures that could have avoided these events,
- 2) earthquakes,
- 3) fire,
- 4) floods,
- 5) epidemics,
- 6) acts of war or terrorism,
- 7) declared and undeclared strikes,
- 8) lockouts,
- 9) blockades,
- 10) uprisings and riots,
- 11) a suspension of utilities (such as electricity),
- 12) a defect in Internet connection or databases,
- 13) a defect in telecommunications networks,
- 14) a loss of connection to the Internet connection or telecommunications networks on which the vendor/service provider depends,
- 15) a fact or decision of a third party that affects the proper performance of the present contract or
- 16) any other cause beyond the reasonable control of the seller/service provider.

#### Unforeseeability

If, due to circumstances independent of the seller/service provider's will, the latter is no longer able to fulfill its obligations or if the performance of these obligations has become more costly or difficult, the customer and the seller/service provider undertake to renegotiate the contractual terms in good faith and in a loyal manner within a reasonable period of time in order to restore the balance. In the absence of agreement within a reasonable time, each party will have the right to invoke the dissolution of the agreement and of the contractual relations binding the parties without being liable for any damages of any kind.

Termination of the agreement. In case of insolvency of the Customer or in case of unpaid debts, even if these arise from previous agreements between the Customer and the Seller/Service Provider, the Seller/Service Provider shall be entitled to suspend the performance of its obligations until the date of full payment by the Customer of all outstanding debts.

In case of non-performance of its obligations by the client, the seller/service provider may immediately terminate the agreement at the expense of the client, without owing any damages. This termination of the agreement may, where appropriate, give rise to the payment of damages and interest by the customer to the seller/service provider.

#### Illegality

Except as otherwise expressly provided, any irregularity or nullity of any clause, paragraph or provision (or of any part of any clause, paragraph or provision) shall not in any way affect the validity of the other clauses, paragraphs or provisions of the present General Terms and Conditions, nor the remainder of such clause, paragraph or provision.



### Titles

The titles used in the present general terms and conditions are used for reference and convenience only. They do not in any way affect the meaning or scope of the provisions they designate.

### No waiver

The inertia, negligence or delay of a party in the execution of any of its rights or remedies in application of the present general terms and conditions can in no case be considered as a waiver of this right or remedy.

### Applicable law and competent courts

These general terms and conditions are governed by Belgian law, including in the event of a warranty claim. Any dispute relating to the conclusion, execution, interpretation of these general terms and conditions of sale, as well as all agreements to which they apply and which cannot be resolved amicably, shall fall within the exclusive jurisdiction of the courts of LUIK.

## **Questions and remarks**

If the customer has any questions or comments regarding the services provided by the vendor/service provider, they can always contact [charline@lunelittledreamers.be](mailto:charline@lunelittledreamers.be)

V10/09/2024