**DK ProSell General Conditions and Terms**

**Introduction**

DK ProSell provides his website (www.dkprosell.be) and/or (but not limited to) other means of information primarily to sell products and services. The products and services are subject to change.

DK ProSell encourages you to use the website (or other means of information relating to products & services of DK ProSell) without obligation, to buy or rent products and apply for services we sell, subject to the specific terms and conditions (”General Terms and Conditions”) set forth here.

These terms and conditions are firstly applicable for persons with the intention of using the website or any other means of information provided by DK Prosell in another way then the activities mentioned/described in this document.

Before the distance agreement is concluded, the text of these general terms and conditions is made available to the customer. If this is not reasonably possible, DK ProSell will indicate before the distance contract is concluded, how the general terms and conditions can be viewed and that they will be sent free of charge as soon as possible at the request of the customer.

**Paragraph 1 – Applicability**

1.1 These general terms and conditions apply to all offers made by DK ProSell as well as to all agreements entered into by and between DK ProSell and the customer based on which DK ProSell delivers and/or leases one or more products or digital content to the customer and/or carries out one or more specific activities and/or renders services.
1.2 “Customer” means any legal entity or natural person who enters or wishes to enter into an agreement with DK ProSell, and his representative(s), assignee(s), legal successor(s) and heirs.

1.3 “Goods” in these terms and conditions mean: hardware and/or software and everything else that may be the object of an agreement, with due regard to the business activities of DK ProSell.

1.4 “Services” means the trainings provided for the use and handling of PC’s en smartphones and other digital applications (including hardware and software of the information technology) in the broadest sense.

1.5 “Digital content” is data which is produced, edited or provided/delivered in digital form.
1.6 The acceptance of the customer’s conditions is subject to the separate, written consent of DK ProSell.

1.7 If DK ProSell decides to make an exception to a provision of its general terms and conditions, which only DK ProSell can do, or if a provision of the general terms and conditions of DK ProSell is completely or partially cancelled or declared null and void, the other provisions and the part that was not changed or cancelled or declared null and void shall remain applicable.

1.8 DK ProSell may revise these terms and conditions at any time, by which revisions shall bind you.

**Paragraph 2 – Offers**

2.1 All offers made by DK ProSell are non-binding, unless agreed to the contrary in writing. Unless agreed to the contrary in writing, the offers made by DK ProSell shall not include installation or free delivery. Unless agreed to the contrary in writing, the offers made by DK ProSell shall remain valid for a period of fourteen (14) days, as from the date of the offer.

2.2 In its offers, DK ProSell assumes that all goods are delivered in the usual version. The customer has to inform DK ProSell in advance, in writing and sufficiently detailed, of any special requirements and/or circumstances. The customer is responsible for the correctness of the information furnished to DK ProSell.

2.3 The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the customer. If DK ProSell uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or errors in the offer do not bind DK ProSell.

2.4 DK ProSell reserves the right to refuse assignments and/or orders without specifying the reasons.

2.5 Upon acceptance of an offer, the general conditions and terms of DK ProSell are automatically valid.

**Paragraph 3 – Agreement**

3.1 An agreement with DK ProSell only becomes effective after DK ProSell accepted an assignment in writing.

3.2 Additional assignments or changes afterwards as well as arrangements and/or commitments by personnel/assignees of DK ProSell shall only be binding on DK ProSell after they have been confirmed in writing by DK ProSell.

3.3 Without prior consent of DK ProSell, the customer may not transfer the rights arising from an agreement with regard to the services to be rendered by DK ProSell or the goods to be delivered by DK ProSell to a third party.

3.4 The agreement regarding services or digital content can only be cancelled by the customer in writing, before the services are rendered and/or digital content is delivered. Without prejudice to the following provisions in case of cancellation, any preparatory costs incurred by DK ProSell shall be charged to the customer. In case of cancellation more than 3 working days before the services are to be rendered or digital content is to be delivered, the customer shall pay damages at a fixed rate of 30% of the agreed compensation/price, in sentence of this article. In case of cancellation less than 24 hours before the services are to be rendered or the digital content is to be delivered, the agreed compensation/price is completely due.

3.5 The financial obligations of DK ProSell towards third parties with respect to the cancelled agreement, including the material bought or ordered and/or the equipment material leased, etc. shall also be charged entirely to the customer.

3.6 A contract that is entered into for a definite period and that extends to the regular delivery of products or services, may not be tacitly extended or renewed for a definite period.

3.7 Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of goods or services may be tacitly renewed for a fixed period of up to three months, if the customer at the end of the prolongation extended contract may terminate with a notice of up to one month.

3.8 A fixed-term contract that has been concluded for the regular delivery of products or services may only be tacitly extended for an indefinite period if the customer may at any time terminate with a notice not exceeding one month. The notice period shall not exceed three months if the agreement provides for the regular, but less than once a month, delivery of goods and/or services.

3.9 If an agreement has a duration of more than one year, then after one year the customer may terminate the agreement at any time with a notice of up to one month, unless the reasonableness and fairness opposes termination before the end of the agreed term.

**Paragraph 4 – Prices**

4.1 During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

4.2 Contrary to the previous paragraph, DK ProSell may offer products or services whose prices are subject to fluctuations in the financial market and on which DK ProSell has no influence, with variable prices.

4.3 Unless agreed to the contrary, the prices of DK ProSell are: - inclusive VAT but exclusive of import duties, other taxes, other duties imposed by the government. - quoted in euros.

4.4 Price increases within 2 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4.5 Price increases from 2 months after the conclusion of the contract are only permitted if DK ProSell has stipulated this and:

4.5.1 they are the result of statutory regulations or provisions; or

4.5.2 the customer has the right to terminate the contract as of the day on which the price increase takes effect.

4.6 If also activities/services have been agreed, DK ProSell is entitled to charge any additional costs related to justifiable additional or heavier activities than planned and to the fact that the activities have to be carried out outside the usual hours or in case of a delay in the execution of the activities not attributable to DK ProSell, in addition to the originally agreed compensation/price.

**Paragraph 5 – Terms of delivery and delivery**

5.1 DK ProSell will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

5.2 The place of delivery is the address that the customer confirms in writing to DK ProSell.

5.3 With due observance of what is stated in paragraph 2 of these general terms and conditions, DK ProSell will execute accepted orders with due speed, but no later than within 90 days. If the delivery cannot be carried out within 90 days, or if an order cannot or only partially be executed, the customer will be notified of this no later than 14 days after placing the order. In that case, the customer has the right to end the agreement without costs.

5.4 After dissolution in accordance with the previous paragraph, DK ProSell will immediately repay the amount that the customer has paid.

5.5 The risk of damage and / or loss of products rests with DK ProSell until the moment of delivery to the customer or a pre-designated and announced representative, unless expressly agreed otherwise.

5.6 The customer is obliged to check the quantity and the quality of the delivery upon receipt. DK ProSell has to be informed of any shortages or damage in accordance with paragraph 13 (Warranty) of these terms and conditions.

5.7 The risk of a wrongly specified delivery address always rests with the customer. DK ProSell can charge extra costs for resending an order that could not be delivered due to an incorrectly specified delivery address by the customer.

5.8 Delivery may be delayed on public holidays, strikes or other unforeseeable circumstances, which may disrupt the specified delivery period, see also paragraph 15 (Force Majeure).

5.9 If any services are rendered by DK ProSell at a specific location, the customer has to ensure at all times the access to an accessible and clear workplace for the personnel/assignees of DK ProSell as well as for the delivery of the necessary material.

5.10 DK ProSell is always entitled to ask third parties/subcontractors for the execution of the order/agreement.

**Paragraph 6 – Payment**

6.1 Unless otherwise stipulated in the agreement or additional conditions, prepayment is required for goods ordered through the webshop or (in case of services) the payment has to be settled in cash at the time of perfomance or delivery of the services.

6.2 If the invoice is not paid on the due date, the customer shall, by operation of law, pay an interest of 3% per month of the invoice amount (after he has been notified of the late payment by DK ProSell and DK ProSell has granted the customer a period of 7 days to still meet his payment obligations).

6.3 A first reminder for expired invoices is free of charge, a second and third reminder will incur an administration fee of EUR 15. If the invoice(s) has still not been paid after a third reminder, the invoice(s) with all necessary attachments will be sent to a collection agency.

6.4 Regardless of the agreed term of payment or credit facility, DK ProSell may at all times demand a complete or partial advance payment and ask the customer to provide sufficient and adequate security for his payment obligations.

6.5 If the customer fails to respect his payment obligations towards DK ProSell, DK ProSell is entitled to terminate the agreement, keep any advances already paid and take back the goods/equipment delivered.

**Paragraph 7 – Trademarks & Copyright**

7.1 The names, titles, building images, trademarks, service marks and logos that appear on the website (or other means of information relating to products & services of DK ProSell) are registered and/or unregistered marks of DK ProSell. DK ProSell is most restrictive in permitting use of these trademarks and you may not use the DK ProSell trademarks without prior written permission from the DK ProSell.

7.2 The trademarks of third parties may also appear on the website (or other means of information relating to products & services of DK ProSell) from time to time; you may not use these trademarks without prior written permission of their respective owners. You acknowledge and agree that nothing on the website (or other means of information relating to products & services of DK ProSell) grants, expressly or implicitly any right or license to use any of the DK ProSell trademarks or may be construed to mean that DK ProSell has authority to grant any right or license on behalf of any third party trademark owner. DK ProSell assumes no responsibility for ascertaining whether such rights are valid or for securing such rights on your behalf.

7.3 Everything, including but not limited to, the articles, texts, photographs, images, data, files, audio and video clips, illustrations, designs and documentation in whole or in part, (the ”Content”), which appear on the webiste (or other means of information relating to products & services of DK ProSell) are either proprietary to DK ProSell or used in accordance with applicable law or third party consents.

You may not reproduce, distribute, display, transmit, modify, perform, adapt, generate derivative works or otherwise use the Content without prior written permission – if not expressly stated elsewhere in those terms and conditions.

7.4 The following listed copyright protected material; photos of the products, other photos, speeches and biographies to which a third party is the holder, are encompassed of special regulations.

7.5 You are not allowed to include content from DK ProSell into other websites using frames or similar techniques, or by using page elements from DK ProSell. You are only allowed to link to complete html pages on DK ProSell and not directly to images, videos, games, etc that displays the content out of its context.

7.6 Any communication or material you post, transmit, or distribute to the website by electronic mail or otherwise, including any data or other content, questions, comments, suggestions, or similar, is and will be treated as, non-confidential and non-proprietary. DK ProSell or its affiliates may use anything you transmit or post for any purpose, including but not limited to, reproduction, disclosure (to law enforcement entities or others), transmission, publication, broadcast, and posting. Furthermore, DK ProSell is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the website for any purpose whatsoever including but not limited to, developing, manufacturing, and marketing products using such information

**Paragraph 8 – Disclaimer of Warranties**

8.1 DK ProSell provides the Site on an ”AS IS” basis. Your use of the website and its Content (or other means of information relating to products & services of DK ProSell) is at your own risk. DK ProSell disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, copyright ownership and/or non-infringement of copyrights or other third party proprietary rights. DK ProSell does not warrant that the website (or other means of information relating to products & services of DK ProSell) will provide continuous, prompt, secure, or error-free service.

8.2 DK ProSell makes reasonable, ongoing efforts to revise and update the website (or other means of information relating to products & services of DK ProSell), but assumes no liability for any errors or omissions, including the inaccuracy of Content, or for any damages or losses that you or any third party may incur as a result of the unavailability of the means of information relating to products & services of DK ProSell. DK ProSell assumes no responsibility, and shall not be liable for, any damages to, or viruses may affect, your computer equipment or other property arising from your use of the website (or other means of information relating to products & services of DK ProSell), including but not limited to the reproduction of the Content.

**Paragraph 9 – Customer’s Obligation during the Reflection Period**

9.1 The customer can dissolve an agreement regarding the purchase of a product without giving reasons during a reflection period of at least 30 days. DK ProSell may ask the customer about the reason for the withdrawal, but not oblige him to state his reason(s).

9.2 During the reflection period the customer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the customer may only handle and inspect the product as he would be allowed to do in a shop.
9.3 The customer shall only be liable for any reduction in the value of the product resulting from a handling of the product which goes beyond what is permitted in section 9.2.
9.4 The customer is not liable for reduction in value of the product if DK ProSell has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

9.5. The reflection period referred to in section 9.1 starts on the day after the customer, or a third party designated in advance by the customer, who is not the carrier, has received the product, or:

9.5.1 if the customer has ordered several products in the same order: the day on which the customer, or a third party designated by him, received the last product. DK ProSell may, provided he has clearly informed the customer about this prior to the ordering process, refuse an order for several products with different delivery times.

9.5.2 if the delivery of a product consists of several shipments or parts: the day on which the customer, or a third party designated by him, received the last shipment or the last part.

9.5.3 in the case of contracts for regular delivery of products during a certain period: the day on which the customer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a portable medium:

9.6 The customer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a portable medium for at least 30 days without giving reasons. DK ProSell may ask the customer about the reason for the withdrawal, but not oblige him to state his reason(s).

9.7 The reflection period referred to in section 9.6 starts on the day following the conclusion of the agreement. Extended reflection period for products, services and digital content that has not been delivered on a portable medium when not informing about the right of withdrawal:

9.7.1 If DK ProSell has not provided the customer with the legally required information about the right of withdrawal or the model form for withdrawal, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.

9.7.2 If DK ProSell has provided the customer with the information referred to in the preceding section 9.7.1 within twelve months after the commencement date of the original reflection period, the reflection period will expire 30 days after the day on which the customer received that information.

9.8 This service is only valid for distance sales to private individuals. This service does not therefore apply to purchases that fall within a trade, business, craft or profession, nor to purchases by legal persons. The customer can exercise his right of withdrawal in the following ways:

9.8.1 or he returns the goods to the address which will be provided in writing, within 30 days after delivery.

9.8.2 or he shall notify the exercise of the right of withdrawal within 30 days of delivery by means of an unambiguous statement. The notification can best be sent by e-mail to info@dkprosell.be or by post to the address which will be provided in writing. He can also indicate the withdrawal by sending a form completed (which will be provided in writing), preferably by e-mail to info@dkprosell.be.

9.9 The customer will then receive the instructions to return the unwanted object unused and at his own expense, and in any case effectively return it to DK ProSell at the return address which will be provided in writing no later than 30 days after the notification of withdrawal.

The condition and product packaging of the returned items must always meet the following condition:

9.9.1 The product must not contain any traces of use and must, as far as possible, be new, in unused condition, obtained by DK ProSell. The customer is liable for any reduced value of the goods resulting from handling the goods beyond what was necessary to determine the nature, characteristics and functioning of the goods. In that case, a reduction in value will be charged by DK ProSell on the refund of the purchase amount.

Conditions that the return shipment must meet:

9.9.2 The product should preferably be returned by registered mail or with track & trace code. DK ProSell is not liable for lost returns without proof of delivery.

9.9.3 The returned shipment should be well packed so that the product is returned to DK ProSell in undamaged condition in the original product packaging as far as possible. DK ProSell is also not liable for damaged returns that are the result of substandard packaging.

9.10 If the customer invokes his time of reflection period within 30 days and the item is subsequently returned in new condition by DK ProSell within 30 days after the delivery date, DK ProSell will refund the customer the full purchase amount excluding the shipping costs charged. If the customer has opted for a more expensive shipping method than the cheapest standard shipping method, DK ProSell does not have to refund the additional costs for the more expensive shipping method in case the customer withdraws.

**Paragraph 10 – Right of Withdrawal**

10.1 If the customer exercises his right of withdrawal, he shall report this to DK ProSell within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
10.2 As soon as possible, but within 14 days from the day following the notification referred to in section 10.1, the customer shall return the product, or hand it over to (an authorized representative of) DK ProSell. This does not have to be done if DK ProSell has offered to collect the product himself. The customer has in any case observed the return period if he returns the product before the cooling-off period has expired.
10.3 The customer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by DK ProSell.
10.4 The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the customer.
10.5 The customer shall bear the direct costs of returning the product. If DK ProSell has not reported that the customer has to bear these costs or if DK ProSell indicates to bear the costs himself, the customer does not have to bear the costs of returning the product.
10.6 The customer shall not bear any costs for the performance of services or the supply of goods or services, which are not put up for sale in a limited volume or quantity, or for the supply of digital content, if:

10.6.1 DK ProSell has not provided the customer with the legally required information concerning the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or

10.6.2 the customer has not expressly requested the start of the performance of the service or the supply of goods or digital content during the cooling-off period.

10.7 The customer shall not bear any costs for the full or partial supply of digital content not supplied on a portable medium, if:

10.7.1 he has not expressly agreed to the commencement of the performance of the contract before the end of the cooling-off period prior to its delivery;

10.7.2 he has not acknowledged losing his right of withdrawal when giving his consent; or

10.7.3 DK ProSell has failed to confirm this statement from the customer.

10.8 If the customer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

**Paragraph 11 – Trader’s Obligation in the event of Withdrawal**

11.1 If DK ProSell makes the notification of withdrawal by the customer possible electronically, he shall send a confirmation of receipt without delay after receipt of this notification.

11.2 DK ProSell shall reimburse all payments made by the customer, excluding any delivery costs charged by DK ProSell for the returned product, without delay but within 14 days following the day on which the customer notifies him of the withdrawal. If the customer has opted for a more expensive shipping method than the cheapest standard shipping method, DK ProSell does not have to refund the additional costs for the more expensive shipping method in case the customer withdraws. Unless DK ProSell offers to collect the product himself, he may wait until he has received the product or until the customer can prove that he has returned the product, whichever time is earlier.

11.3 DK ProSell shall use the same means of payment that the customer has used for the payment, unless the customer agrees to another method. The refund shall be free of charge for the customer.

**Paragraph 12 – Exclusion of Right of Withdrawal**

12.1 DK ProSell can exclude the following products and services from the right of withdrawal, but only if DK ProSell has clearly stated this in the offer, at least in good time before concluding the contract:

12.1 Products or services whose price is subject to fluctuations in the financial market over which DK ProSell has no influence and which may occur within the withdrawal period.

12.3 Contracts concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by DK ProSell to the customer who attends or is given the opportunity to attend the auction in person, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;

12.4 Service agreements, after full execution of the service, but only if:

12.4.1 the execution has started with the explicit prior consent of the customer; and

12.4.2 the customer has declared that he loses his right of withdrawal as soon as DK ProSell has fully performed the contract;

12.4.3 Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, carriage of goods, car rental services and catering;

12.4.4 Leisure contracts where the contract provides for a specific date or period of performance of the contract;

12.4.5 Products made to the customer’s specifications, which are not prefabricated and which are made on the basis of an individual choice or decision made by the customer, or which are clearly intended for a particular person;

12.5 Products which are liable to deteriorate rapidly or have a limited shelf life;

12.6 Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

12.7 Products which, by their nature, have been irrevocably mixed with other products after delivery;

12.8 Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;

12.9 Newspapers, magazines or periodicals, with the exception of subscriptions to these;

12.10 The supply of digital content other than on a portable medium, but only if:

12.10.1 the execution has started with the explicit prior consent of the customer; and

12.10.2 the customer has declared that he thereby loses his right of withdrawal.

You can also notify us of the withdrawal by sending the form (which will be provided) completed by email to info@dkprosell.be

**Paragraph 13 – Warranty**

13.1 Every customer benefits from a product warranty that applies for 2 years or 24 months on new items. This warranty covers manufacturing and technical defects that were already present when the goods were delivered.

13.2 If the defect of the good is established more than six months after delivery, the customer must demonstrate and prove that the product was already non-conforming at the time of delivery.

13.2.1 This guarantee only covers a lack of conformity that already exists at the time of delivery of the goods. The following cases are therefore excluded from this product warranty:

- Any direct or indirect damage caused to the appliance after delivery of the good (for example by oxidation, shock, falls, human damage, ...).

- All damage resulting from unprofessional use and human damage when assembling or installing loose parts.

- Products that have already been disassembled or repaired by the customer himself.

- Defects due to fire, water damage, lightning, accidents, natural disasters.

- Defects caused by intent, negligence or improper handling, poor maintenance or abnormal use or use of the device contrary to the manufacturer's instructions.

- Damage as a result of special use\* of a product. Special use \*: Use of a product in a way for which it is not intended and / or suitable.

- Damage / loss as a result of theft.

A warranty period of only 3 months applies to second-hand or used items.

13.2.2 The defect of the purchased object must be reported to DK ProSell within 2 months after discovery. These conditions and restrictions do not affect the relevant legal provisions. After this period has expired, the customer will no longer be able to invoke his warranty right.

13.2.3 If observations show that the customer complies with the right to warranty, the faulty / defective product can be returned and DK ProSell will send a compliant replacement to the customer as soon as possible upon receipt of the product.

Conditions that the return shipment must meet:

- The product should preferably be returned by registered mail or with track & trace code. DK ProSell is not liable for lost returns without proof of delivery.

- The return shipment must be provided with the appropriate packaging so that the product is recovered by DK ProSell in an undamaged condition as far as possible. DK ProSell is not liable for damaged returns due to substandard packaging.

13.3 DK ProSell guarantees that the products and / or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, DK ProSell also guarantees that the product is suitable for other than normal use.

13.4 An extra guarantee provided by DK ProSell, his supplier, manufacturer or importer never restricts the legal rights and claims that the customer can assert against DK ProSell on the basis of the contract if DK ProSell has failed to fulfil his part of the contract.

13.5 Extra guarantee is understood to mean any undertaking by the proprietor, his supplier, importer or producer in which he grants the customer certain rights or claims that go beyond what the customer is legally obliged to if he has failed to fulfil his part of the contract.

**Paragraph 14 – Non-Disclosure**

10.1 Without prejudice to the provisions of these terms and conditions, the customer shall not disclose any confidential information in his possession in the context of an agreement entered into with DK ProSell and he shall not inform any third parties and/or give on loan or use this information for any other purpose than the purpose for which it was put at the customer’s disposal.

**Paragraph 15 – Force Majeure**

15.1 DK ProSell is entitled to invoke force majeure if the execution of the order is partly or entirely – temporarily or not – prevented or made difficult by circumstances beyond his control or influence, such as – but not limited to – government measures, fire, weather conditions, the (temporarily) failure to deliver goods or services by third parties, company disturbances, labor disturbances or strikes, illness, etc.

15.2 In case of force majeure on the part of DK ProSell, its obligations shall be suspended during the time of the force majeure. If DK ProSell invokes force majeure for a period of more than one month, DK ProSell as well as the principal may rescind the agreement for the unexecuted part by informing the other party in writing, without payment of any damages.

**Paragraph 16 – Retention of title**

16.1 DK ProSell remains the owner of the goods/equipment delivered to the customer until the purchase price for these goods/equipment is fully settled.

16.2 As long as the ownership has not passed on to the customer, the customer may not pledge the goods/equipment or grant a third party any right to these goods/equipment.

16.3 The customer is obliged to keep the goods/equipment delivered with retention of title with proper care and clearly marked as property of DK ProSell.

**Paragraph 17 – Complaints & Disputes**

17.1 DK ProSell has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

17.2 Complaints about the implementation of the agreement must be submitted to DK ProSell within a reasonable time after the customer has discovered the defects, complete and clearly described.

17.3 Complaints submitted to DK ProSell will be answered within a period of 7 days from the date of receipt. If a complaint requires a foreseeable longer processing time, DK ProSell will respond within the period of 7 days with a notice of receipt and an indication when the customer can expect a more detailed answer.

17.5 Product liability always lies with the manufacturer, DK ProSell as retailer cannot be held liable for any material or immaterial damage caused by a fault/faulty product. DK ProSell will always provide the details of the manufacturer in question if this is enforced.

**Paragraph 18 – GDPR & Privacy Policy**

18.1 DK ProSell attaches great importance to the protection of your personal data. In this Privacy Policy, we want to provide clear and transparent information about how we handle personal data. We do everything we can to ensure your privacy and therefore handle personal data with care. DK ProSell complies in all cases with the applicable laws and regulations, including the General Data Protection Regulation. This means that we will at least:

18.1.1 process your personal data in accordance with the purpose for which it was provided, these purposes and type of personal data are described in this Privacy Policy;

18.1.2 processing of your personal data is limited to only those data that are necessary for the purposes for which they are processed;

18.1.3 request your express consent if we need it for the processing of your personal data;

18.1.4 have taken appropriate technical and organisational measures to ensure the security of your personal data;

18.1.5 do not pass on any personal data to other parties, unless this is necessary for the purpose for which it was provided;

18.1.6 be aware of your rights regarding your personal data

18.2 Personal data of customers or suppliers are processed by DK ProSell for the following purpose(s):

- Administrative purpose;

- Communication about (but not limited to) the orders, requests and/or services;

- Implementing or issuing an agreement. The basis for this personal data is:

18.3 Your personal data will be stored by DK ProSell for the purpose of the above-mentioned processing(s) for the period: During the term of the agreement and for a maximum of 7 years thereafter.

18.4 Personal data of prospects, stakeholders /lobby contacts and/or interested parties are processed by DK ProSell for the following purpose(s):

- Provision of information in the form of newsletters and/or targeted contacts. The basis for this personal data is:

- Oral consent, issue of business card and/or via link on social media such as (but not limited to) LinkedIn, WatsApp, FaceBook, and others.

18.5 Your personal data will be stored by DK ProSell for the purpose of the above-mentioned processing(s) for the period: During the period that one is regarded as a prospect, stakeholder /lobby contacts and/or interested parties.

18.6 We may provide the data you provide to us to third parties if this is necessary for the purposes described above. For example, we use a third party for:

- Providing the (financial) administration;

- Providing newsletters and services in the broadest sense.

We never pass on personal data to other parties with whom we have not concluded a processor agreement. Of course, we make the necessary agreements with these parties (processors) to ensure the security of your personal data. Furthermore, we will not provide the information you provide to other parties, unless this is legally required and permitted. An example of this is that the police could request (personal)data from us in the context of an investigation. In such a case, we must cooperate and are therefore obliged to provide this information. We may also share personal data with third parties if you allow us to do so in writing.

18.7 Retention period: DK ProSell does not retain personal data for longer than necessary for the purpose for which it was provided or is required by law.

18.8 Rights regarding your data: You have the right to inspect, rectify or delete the personal data that we have received from you. You can also make an objection against the processing of your personal data (or part of it) by us or by one of our processors. You also have the right to have the data provided by you transferred by us to yourself or, on your instructions, directly to another party.

**Paragraph 19 – Applicable law & Jurisdiction**

19.1 The agreement with DK ProSell and any dispute arising from an agreement shall be governed exclusively by Belgian law without regard to principles of conflicts of laws.

19.2 The Courts of the judicial district of Bruges shall have sole jurisdiction to settle any dispute between parties. In addition, DK ProSell shall have the right to bring a dispute before the courts of the place where the customer is domiciled.