

Terms and conditions

Every customer is expected to acknowledge, accept and comply with our general sales and payment terms and conditions, even if purchase conditions are applicable, unless agreed differently in advance and by written means.

Every customer can choose from 4 different languages for processing his/her order namely: Dutch, French, German and English. The language you choose will be used in the processing of your transaction.

1. Company details

C.V.B.A. De Meutter Paul Elektriciteit

Industriepark 13B

2220 Heist-Op-Den Berg

Belgium

+32 15 25 76 68

[Contact](#)

VAT number: BE 0436 220 678

Bank account: BE5739012663551

2. Products

We offer lighting products ranging from lighting fixtures to bulbs, as well as a selection of home decor and furniture.

3. Orders

Orders are accepted and processed as per our abilities and availability.

The customer can obtain a written order confirmation on request.

Goods are sold and considered as accepted in our offices and warehouses, regardless of place, means or conditions of the delivery.

Any costs made for shipment will be borne by the customer.

Please note that the colours of products in photos on our website may sometimes differ slightly from actual product colours.

Your order is complete and the agreement between us is final once we confirm your order by email and once we receive approval from the card issuer for your payment transaction. If your card issuer refuses to agree to your payment to us, we cannot be held responsible for delays in delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.

4. Prices

Prices listed on our website are contractual, unless in the event of over-power.

The prices on our website will always be indicated whether they are VAT inclusive or VAT exclusive. Billing will always be VAT inclusive except in case of a shipment outside the EU or in case of customers with a valid VAT number outside of Belgium. In these last cases the customer is not subject to VAT. However, we may decide to charge shipping costs on top of the purchase price. In that case, we always notify you before you finalize your order.

5. Delivery terms and transport

[Delivery terms](#) are strictly indicative. Delivery terms for design lighting may be elevated. If ordered goods have not been delivered after more than 2 months since the order was placed, the customer has the right to cancel the respective order by written means. Corporate customers do not have this right to cancel.

If we cannot deliver on time, we will always notify you before the expiration of the scheduled delivery period. We will then agree a new delivery date with you. If we also fail to meet this second deadline, you, the consumer, may cancel the contract free of charge. We will then refund you within 30 days of the dissolution.

If we do not notify you before the expiration of the initially scheduled delivery date, you, as a consumer, may immediately dissolve the contract without charge upon expiration of this period. We will then refund you within 30 days of the dissolution.

Please note, in case of deliveries outside the EU, you will always be charged import duties or taxes. Import duties and taxes shall always be borne by the customer.

Any delivered goods remain property of the seller until full payment of the respective due invoices.

If an order is to be delivered outside of Belgium, Elektriciteit Paul De Meutter CV will act as exporter and the customer will act as importer. Any local recycling taxes are to be declared by the customer. Elektriciteit Paul De Meutter CV cannot be held responsible for declaring local or national recycling taxes and contributions.

[More info about deliveries](#)

We are not responsible for any consequential damages due to late delivery or non-delivery by our carrier. In any event, our liability is limited to the value of the items you prove you did not receive.

You must report visible defects as soon as possible and certainly within 7 days of delivery. When we talk about visible defects, we think for example of goods that were damaged during transport, do not match the items listed on the delivery note or do not match the items you ordered (visible defects).

6. Property rights

When you place an order and choose to let it be delivered, the order will only be shipped once the full payment has been received. Your order will be set aside in our warehouse for 1 month. This period starts from the moment that all ordered products are available. We will send you an email once your order is complete and ready for shipment.

If you do not pick up or pay your order within the term of 1 month, we have the right to put your ordered products back in stock as well as to cancel your order.

7. Payments and refunds

We can only accept payment through the payment modules on our website. We accept Bancontact, credit card, PayPal, or bank transfer.

peeq.be	Bancontact, Mastercard, Visa, Paypal, KBC, Belfius and bank transfers.
peeq.fr	Mastercard, Visa, Paypal, Apple Pay and bank transfers.
peeq.nl	IDEAL, Mastercard, Visa, Paypal, Apple Pay and bank transfers.
peeq.de	Mastercard, Visa, Paypal, Apple Pay, Giro Pay and bank transfers.
peeq.lu	Mastercard, Visa, Paypal, Apple Pay and bank transfers.
peeq.at	Mastercard, Visa, Paypal, Apple Pay, EPS and bank transfers.
peeq.co.uk	Mastercard, Visa, Paypal and Apple Pay.
peeq.ch	Mastercard, Visa, Paypal, Apple Pay and Twint.
peeq.com	Mastercard, Visa and Paypal.

All payments, refunds and billing are in Euro, or in British Pounds (GBP) if you choose your order to be delivered in Great Britain. Prices in currencies other than Euro and British Pound are published on the website purely for guidance.

In the case of refunds the original amount will always be refunded in the currency that the initial payment happened (i.e. Euro or British Pound). Refunds are made using the same means of payment you used to pay.

If your country uses a currency other than Euro or GBP, the refund will be made at the prevailing rate of exchange. We are not liable for any exchange rate fluctuations that occur between the time of purchase/payment and the time of refund.

We will refund you the full purchase price within 14 days after we receive the goods back or until you provide evidence that you have returned the goods, whichever comes first.

The refund will include the cost of delivery, unless you have chosen a delivery method other than the cheapest standard delivery offered by us when placing your order.

8. Cancelling an order

It is still possible to cancel your order if it has not been sent to you yet. In this case, let us know as quickly as possible via email that you would like to cancel (a part of) your order. Unfortunately, it is no longer possible to cancel your order once it has been dispatched. Please note that business customers (i.e. customers with a company name and/or VAT number) are not entitled to this right to cancel.

9. Right of withdrawal

At Peeq you can exchange or return a product within 30 days after reception without penalty fee or reason and this according to the right to cancel. This right is only applicable to citizens of the EU (+ Iceland, Liechtenstein and Norway). Customers located in Switzerland or the United Kingdom can also cancel their order, but they will be responsible for the import duties. You are not obliged to give a reason for return, though this can be useful for us to improve our service and product range. The costs to return the product are at the client's expenses.

Before you return a product, it can be useful to first send your request of return by email. Subsequently we will send you a return document which will normally accelerate the processing when the returned product arrives in our warehouse.

Conditions:

A product in return will only be accepted if it complies to our return conditions. Any deviation from these conditions may cause a refusal of the return:

- The products have to be complete (including all accessories, manuals and documentation).
- Products have to be undamaged and in the original (undamaged) packaging. Products cannot show signs of usage, received products may only be viewed as would happen in a normal store. If you do install or use the products, it means you accept the products.
- The original packaging always has to be within at least one outer packaging.
- The original packaging cannot in any way be smeared (for example by labels, stickers, damages, markings, etc.).
- When we receive your return document, you have 14 days to deliver us the product(s).

Exceptions:

- The right of withdrawal does not apply to tailor-made products for the customer, customization or products that are clearly intended for a specific person. Made-to-measure cables, for example, will not be accepted as returns, but cables with a standard size (e.g. 100 metres) can be returned.
- The right of withdrawal does not apply to products that are used, damaged or incomplete.
- The European right of withdrawal does not apply to corporate customers (i.e. customers with a business name and/or VAT number).
- The European right of withdrawal only applies to orders delivered in the 28 EU member states + Iceland, Liechtenstein and Norway.

Method of withdrawal and return:

Follow the steps below if you wish to withdraw and return your order.

1. Inform us with the standard form for withdrawal or by email that you want return your purchased product, and this within 30 days following the day of reception of the ordered product. Be sure to always state your customer number, invoice number and the product(s) you want to return. When we receive your return document, you have 14 days to deliver us the product(s). It is not required to give a reason for return, although this can be useful for us to improve our service and product offer. Click the link below to download the standard form for withdrawal:

[Download standard form for withdrawal](#)

2. Ship the product(s) at your expenses and risk to the return address you have received:

C.V.B.A. De Meutter Paul Elektriciteit
Industriepark 14A
2220 Heist-Op-Den Berg
Belgium

If the product(s) goes/go missing or get damaged during return shipment, this will be your responsibility and Peeq cannot be held liable.

In case of a return shipment from outside the European Union: Always use a courier service (e.g. DPD, TNT, ...), never use a postal company. If you do use a postal company, you will be held responsible for all customs formalities yourself.

3. When we receive the returned product, we will check whether it complies with the conditions of return and inform you of our verdict by mail. If the product complies to our return conditions, we will refund you the full order amount.

Please note: we will only refund the paid price and the shipping costs - if there were any - to deliver the product to you. The shipping costs to return the product are always at your expense.

If the product only slightly deviates from our return policy (i.e. if the product is suitable for resale), the return can be accepted. However, you may be charged impairment charges in this case.

4. If the product does not comply with our conditions of return, they remain your property and you have to pick them up within 14 days. If desired, we can return the products at your expense with a transportation company. If the refused return product is still in our warehouse after 14 days, you will be informed by email that the product is no longer our responsibility. From then on we hold the right to charge you storage costs.

10. Warranty

The warranty period is by default 2 years for lighting and electrical equipment (excluding light sources and batteries).

Warranty for visual lacks or shortages is void from the date of acceptance of the goods in our warehouse.

As far as possible and reasonable, you have the choice between repair or replacement. Only if the repair or replacement is excessive or impossible, or cannot be carried out within a reasonable time, do you have the right to demand a price reduction or the rescission of the sales contract.

Warranty is void if included maintenance instructions and manuals were not followed, in the event of misuse, or in the event of alterations by the customer or third parties without the seller's prior consent and approval.

The seller can never be held responsible or liable for non-written statements.

The seller cannot be held responsible for damage to goods or installations as a result of weather conditions and elements such as storms, snow, hail, water insulation, lightning strikes, etc.; damages caused by overexertion of the electricity lines or supply; damages caused by misconnection of the equipment or wiring by the customer; damage as a result of wear or poor maintenance; damage as a result of over-heating by using a bulb of a too high wattage or a halogen lamp; or any indirect costs as a result of the damaged good(s).

11. Compliance and warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provisions and/or government regulations.
2. A by the entrepreneur, manufacturer or importer as warranty offered arrangement does not diminish the rights and claims the consumer, in respect of a failure in the performance of the entrepreneur's obligations, can invoke towards the entrepreneur acting on the law and/or distance contract.

12. Complaints

If you do have complaints about our services, you can contact us at info@peeq.be. We will do everything possible to deal with your complaint within 7 days.

Packaging materials must be preserved for inspection. In the event of the customer's refusal to accept the goods, they will be stored at the expense and risk of the customer, until full payment.

Within 5 working days the customer receives a term in which he/she will receive a proposal for resolution of the dispute of the seller.

13. Payment conditions

Our invoices are pre-payable to our account number IBAN: BE75739012663551, BIC: KREDBEBB.

In case of non-payment of an invoice on its due date, you will first receive a written reminder. If you do not pay within 14 days of receiving this reminder, interest will be charged at 10% and the amount due increased as follows:

- 20 euros on the if the balance due is less than or equal to 150 euros;
- 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
- 65 Euros plus 5% of the amount due on the bracket above 500 Euros with a maximum of 2000 Euros if the balance due is above 500 Euros."

14. Prevention of counterfeiting

C.V.B.A. De Meutter Paul Elektriciteit - Peeq - offers at all times only products purchased from the original manufacturers and their wholesalers. When in doubt about the authenticity of products, consumers can find more information and tips on the website <https://www.eccbelgie.be>. If counterfeiting is suspected, the consumer can always file a complaint via the Hotline: <https://meldpunt.belgie.be/meldpunt>.

15. Take-back obligation

At Peeq, after purchasing a new product, you can deliver a similar old product to us for return. This can be done through a return or you can also send this product yourself to be taken back. The processing of this return is free of charge. The shipping costs for this return are always for the customer. You can request a return via info@peeq.be.

16. Force majeure

In case of force majeure, we are not obliged to fulfill our contractual obligations. In this case, we can either suspend our obligations for the duration of the force majeure situation or definitively terminate the contract. As this is a case of force majeure, we do not owe you any compensation in this regard.

Force majeure is any circumstance beyond our will and control that prevents the performance of our obligations in whole or in part. By this we mean, among other things, strikes, fire, operational failures, energy failures, failures in a (telecommunications) network or connection or communication systems used and/or the unavailability of our website at any time, non-delivery or non-timely delivery of suppliers or other third parties engaged

17. BeCommerce code of conduct

C.V.B.A. De Meutter Paul Elektriciteit – Peeq – is a member of BeCommerce and is bound by the [code of conduct](#) of the BeCommerce quality label and the statements of the:

Comité van Toezicht van BeCommerce BDMA
Wetenschapspark 1 – lab 1
Campuslaan 1
3590 Diepenbeek
Belgium
Email: info@becommerce.be

18. Applicable law – Competent court

All agreements we conclude with our customers, regardless of their place of residence, are governed exclusively by Belgian law. If, for reasons of international law, a different law does apply, the interpretation of these general terms and conditions will primarily refer to the Belgian Market Practices and Consumer Protection Act as included in the Economic Law Code. In case of disputes, only the competent Belgian courts are competent.

19. Alternative Dispute Resolution

By way of Alternative Dispute Resolution measure, the Service de Médiation des Consommateurs of the SPF Economie has been appointed to receive all demands of out-of-court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en>.

In case of cross border dispute, you can contact the “Online Dispute Resolution” platform of the European Union via this link: <http://ec.europa.eu/odr>.

20. My Peeq data

All represented data in “My Peeq” are indicative and show the data as replicated from our ERP system. This data is updated on a regular basis multiple times per day. In case of inconsistencies between the displayed data in My Peeq and the ERP system, the data in the ERP system is always leading.