

## TERMS AND CONDITIONS

### 1. SCOPE

- 1.1. These Terms and Conditions ("T&Cs") govern the rights and obligations of the Customer and of Edessta in connection with the use of the "IntoBasket" application by the Customer and the sale of the Products to the Customer.
- 1.2. When registering with the Application, the Customer expressly indicates their agreement to the application of these T&Cs. Anyone who fails to indicate their full consent to the application of these T&Cs will not be permitted to use the Application.
- 1.3. Edessta reserves the right to make any changes to these T&Cs it deems necessary. In such cases, the Customer will be informed via the Application at least one month in advance of the update. Any subsequent use of the Application by the Customer constitutes unconditional acceptance of the changes made to the T&Cs. If the Customer disagrees with the changes, they are all times free to end their relationship with Edessta by cancelling their registration with the Application in accordance with Article 4.
- 1.4. The T&Cs applicable to any particular sale will always be the most recent T&Cs accepted by the Customer.

### 2. DEFINITIONS

- 2.1. Application: the website [www.intobasket.com](http://www.intobasket.com) and the IntoBasket mobile application available on the various application platforms, including the Apple App Store and the Google Play Store.
- 2.2. Customer: any natural or legal person, who may or may not be a Consumer, registered with the Application.
- 2.3. Customer Account: the Customer's personal account, which enables them to use the Application and which was created when they registered.
- 2.4. Terms and Conditions (T&Cs): these terms and conditions as altered periodically, where necessary.
- 2.5. Consumer: any natural person acting for purposes outside their trade, business, craft or profession.
- 2.6. Indirect Damage: any damage where there is no causal link to an error on the part of Edessta and any damage which, even though there is a causal link to an error on the part of Edessta, is not a direct, in other words immediate, consequence of the error but is an indirect, in other words non-immediate, consequence of the error. Indirect Damage includes the following: loss of income and related losses (operating loss, loss of profits, etc.), and losses resulting from an initial loss caused by the error in the chain of causality and the subsequent losses.
- 2.7. Intellectual rights: all intellectual and industrial property rights within the broadest meaning of the term, including: copyright, artist-actor or performer neighbouring rights, producer rights, portrait rights, image rights, computer program rights, database rights, patents, brands, commercial names and other related rights.
- 2.8. Edessta: the SRL [limited liability company] EDESSTA, a company whose registered office is at 1070 Anderlecht, Rue Brogniez 172a, registered in the Crossroads Bank for Enterprises under number 0762.624.490 and acting under the commercial name IntoBasket.
- 2.9. Products: the products sold by Edessta via the Application.

### **3. USE OF THE APPLICATION AND CUSTOMER ACCOUNT**

#### **3.1. Registration**

- 3.1.1. The Customer must register with the Application if he wishes to buy Products.
- 3.1.2. Registration requires the Customer to provide Edessta with the personal data required for using the Application and selling the Products, including but not limited to: their surname and first name, an email address, a telephone number, and a delivery address.
- 3.1.3. The Customer undertakes to provide Edessta only with valid and genuine information during the registration process and to keep such information up to date.
- 3.1.4. Registering with the Application, and using it, requires the use of a smartphone and an internet connection, whose liability and cost are exclusively the responsibility of the Customer.

#### **3.2. Customer Account**

- 3.2.1. Registration by the Customer leads to the creation, by Edessta, of a Customer Account which can be accessed by the Customer via a password. It is through this Customer Account, which identifies the Customer, that the Customer uses the Application.
- 3.2.2. The Customer is responsible for access to their Customer Account.
  - 3.2.2.1. The Customer must, in this regard, protect their Customer Account against use by third parties, particularly through the use of a sufficiently strong password.
  - 3.2.2.2. The Customer also undertakes to inform Edessta immediately of any fraudulent use of their Customer Account.
- 3.2.3. Without prejudice to any other obligation imposed on the Customer under these T&Cs, the Customer agrees, when using the Application:
  - to download the Application purely for their own personal use;
  - not to allow any third parties to use their Customer Account;
  - not to assign or otherwise transfer their account to any other natural or legal person;
  - not to use an account over which a third party has rights without appropriate authorisation;
  - not to use the Application for illegal purposes;
  - not to disrupt the smooth operation of the Application in any way;
  - to use an internet access point or a mobile data account only if it is authorised.
- 3.2.4. The Customer is responsible for the accuracy and updating of the data linked to their Customer Account throughout the contractual relationship.
- 3.2.5. Edessta will endeavour to ensure that the Customer Account is available to the Customer at all times but cannot guarantee total constant accessibility, particularly for reasons of updates, maintenance work or computer problems.

#### **3.3. Cancellation of registration and deletion of the Customer Account**

- 3.3.1. The Customer may cancel their registration with the Application and delete their Customer Account at any time, unconditionally and free of charge.
- 3.3.2. Cancellation of the Customer's registration terminates the contractual relations between Edessta and the Customer, with the exception of any obligations agreed but not yet implemented.
- 3.3.3. Notwithstanding the above, and except where justified due to serious error on the part of Edessta, cancellation of the Customer's registration will result in them losing any benefits (discount vouchers, points or other benefits earned in connection with loyalty

programmes, etc.) which they may have accumulated during the contractual relationship.

### 3.4. Rights of Edessta relating to use of the Application by the Customer

- 3.4.1. Edessta reserves the right to refuse the registration of any Customer without explanation.
- 3.4.2. Edessta reserves the right to confirm the validity and authenticity of the information provided by the Customer during the registration process.
- 3.4.3. Edessta reserves the right to prohibit access by the Customer to the Application, temporarily or permanently, and to delete their Customer Account in the event of misuse, failure to adhere to these T&Cs, or any other failure by the Customer to comply with their obligations.
- 3.4.4. Edessta reserves the right to delete the Customer's Customer Account, without explanation, subject to a 15-day notice period notified to the Customer by email using the email address entered by the Customer in their Customer Account. In such cases, any credits earned by the Customer in connection with promotional activities will be reimbursed in cash.
- 3.4.5. Subject to the above, deletion of the Customer Account terminates the contractual relations between Edessta and the Customer, with the exception of any obligations agreed to, but not yet implemented.

## 4. ORDER

- 4.1. The Customer uses the Application to place orders for the Products they wish to buy from Edessta.
- 4.2. To order the Products they wish to buy, the Customer chooses from the Products presented on the Application and adds them to their basket.
  - 4.2.1. The selection of Products presented on the Application does not constitute a purchase offer for the Customer.
  - 4.2.2. The selection of Products presented on the Application is as up to date as possible. However, Edessta cannot guarantee availability of the Products for the Customer as this is dependent on the available stocks, which, themselves, are constantly changing.
  - 4.2.3. Adding Products to their basket does not bind the Customer (or Edessta).
  - 4.2.4. The sale of Products subject to age restrictions (such as alcoholic and tobacco products) is restricted to Customers over the legal age. Where the Customer chooses a Product whose sale is subject to age restrictions, the Customer confirms that they are over the legal age by ticking the relevant box in the Application.
- 4.3. The Customer orders the Products they have added to their basket by clicking on the relevant button, which clearly expresses the Customer's desire to place the order and pay.
- 4.4. The order placed by the Customer is accepted by Edessta automatically, after receipt of the payment made by the Customer.
  - 4.4.1. Edessta sends the Customer confirmation of their accepted order via the Application and by email.
  - 4.4.2. The confirmation sent by Edessta lists the Products included in the order and the price paid.

## **5. DELIVERY**

- 5.1. Place. The delivery takes place at the address indicated by the Customer in the order.
  - 5.1.1. The area within which Edessta delivers the Products is defined in the Application. Edessta will not deliver the Products to addresses which are not within its delivery area.
  - 5.1.2. The Customer bears full responsibility for the consequences of any error in the delivery address they provide.
  - 5.1.3. For blocks of flats and for single dwellings, the Products are delivered to the doorstep, in other words to the building entrance that opens onto the street.
- 5.2. Edessta delivers every day from 07.00am to midnight. Edessta cannot guarantee the delivery time.
- 5.3. Customer availability
  - 5.3.1. The Customer must be at the delivery address at the scheduled delivery time and must be available by telephone.
  - 5.3.2. If, at the delivery time, the Customer cannot be contacted at the delivery address or by telephone:
    - either the Customer has expressed their desire, by using the dedicated “delivery instructions” function in the Application, to have the Products delivered to their doorstep in their absence, in which case the Products will be delivered to their doorstep;
    - or the Customer has not expressed such a desire, in which case Edessta is entitled to cancel the sale due to the Customer’s fault.
  - 5.3.3. However, and without creating in this regard an obligation in respect of Edessta, Edessta reserves the right to check the identity of the person who receives the Products in order to confirm that the person is the Customer.
  - 5.3.4. Where the Products delivered are alcoholic, tobacco or, in general, dangerous products, Edessta will check, within the limits of their legal obligation, that the Customer is over the legal age. Edessta may refuse to deliver the Products in question where the Customer or the person receiving the delivery is not over the legal age. In such cases, the Customer will only be able to have the Products in question delivered if the delivery charges are paid again.

## **6. PRICE**

- 6.1. The prices of each of the Products sold by Edessta and the delivery charges are displayed in the Application.
  - 6.1.1. The displayed prices are inclusive of all applicable taxes, including VAT.
  - 6.1.2. Edessta endeavours to ensure that the prices displayed in its Application do not contain any errors or material inaccuracies. If, however, a displayed price is incorrect, Edessta cannot be compelled to conclude the sale at the incorrect price.
- 6.2. The price of the order, to be paid by the Customer, is the sum of the prices of the various Products ordered by the Customer and the delivery charge.
- 6.3. The Customer is constantly informed, before the order and when placing the order, of the total price they undertake to pay.
- 6.4. The price to be paid is confirmed to the Customer in the order confirmation communicated by Edessta via the Application and by email, as mentioned in Article 4.4.

## **7. PROMOTIONAL ACTIVITIES**

- 7.1. All promotional activities are subject to the specific terms and conditions of the activity in question.

7.2. Unless expressly stated otherwise in the specific terms and conditions of the activity in question:

- The benefits granted to the Customer in connection with a single promotional activity or with various promotional activities cannot be combined;
- The discount vouchers or credits granted to the Customer cannot be exchanged for cash and their validity and, therefore, use is time-limited.

## 8. PAYMENT

8.1. Payment methods. The following payment are accepted by Edessta: Ingenico by Worldline



8.2. Payment time. The price is paid by the Customer when they confirm their order. By clicking on the button referred to in Article 4.3, the Customer is transferred to the Ingenico by Worldline payment page.

8.3. Proof of payment. A receipt is sent to the Customer by email to the email address registered in their Customer Account.

## 9. GUARANTEES

### 9.1. Guarantees benefiting Consumer Customers

9.1.1. Under Articles 1649bis to 1649octies of the *Code civil* [Civil Code], Edessta is liable towards Consumer Customers for any lack of conformity that exists when the Product is delivered, and which appears within two years of the delivery date.

9.1.2. After the expiry of the guarantee referred to in the previous subparagraph, Consumer Customers also benefit from the legal guarantee against hidden defects referred to in Articles 1641 to 1649 of the *Code civil* if it appears that the hidden defect existed at the time of delivery and provided that the hidden defect renders the ordered Product unfit for its intended use or substantially diminishes its use.

9.1.3. Any lack of conformity or hidden defect must be notified to Edessta by registered post within a reasonable period from the moment the Customer notices it or should ordinarily have noticed it.

9.1.3.1. The reasonable period for perishable goods is 24 hours.

9.1.3.2. The reasonable period for non-perishable goods is 7 days.

### 9.2. Guarantee benefiting non-Consumer Customers

9.2.1. Customers who do not act as Consumers in the context of the sale benefit only from the legal guarantee against hidden defects referred to in Article 9.1.2. The periods referred to in Article 9.1.3 remain applicable.

9.2.2. Any apparent defect must be notified to Edessta immediately upon delivery of the Products. Failing this, such defects will be deemed accepted.

## 10. RIGHT OF CANCELLATION

### 10.1. Principles

10.1.1. In accordance with the provisions of Book VI, Title 3, Chapter 2 of the *Code de droit économique* [Code of Economic Law], Consumer Customers have the right to cancel their contract, without having to explain their decision, within 14 days of the day after the day on which the Consumer Customer (or a third party other than the carrier and indicated by the Consumer) physically takes possession of the Products (in other words, the moment of delivery), or:

- in the event of multiple goods ordered by the Consumer Customer in a single order and delivered separately, from the day on which the Consumer Customer or a third party other than the carrier and indicated by the Consumer Customer physically takes possession of the final item;
- in the event of a delivery consisting of multiple lots or items, from the day on which the Consumer Customer or a third party other than the carrier and indicated by the Consumer Customer physically takes possession of the final lot or the final item;

10.1.2. In such cases, the Consumer Customer will notify Edessta of their decision to cancel the contract before the expiry of the cancellation period stated above. To do this, the Consumer Customer may:

- use the sample cancellation form appended to these T&Cs;
- draft an alternative unambiguous statement expressing their decision to cancel the contract. In such cases, the Consumer Customer will mention all necessary information to enable Edessta to identify the Consumer Customer (including their name, address and telephone number, the Product(s) in question, etc.).

### 10.2. Exceptions

10.2.1. Under Article VI.53 of the *Code de droit économique*, the Consumer Customer cannot exercise their right of cancellation in the following cases:

- supply of goods or services whose price depends on financial market fluctuations which are beyond the company's control and which may arise during the cancellation period;
- supply of goods manufactured according to the consumer's specifications or clearly personalised;
- supply of goods which may deteriorate or expire quickly;
- supply of sealed goods which cannot be returned for health protection or hygiene reasons and which have been unsealed by the consumer after delivery;
- supply of goods which, after being delivered, and in view of their nature, are inextricably combined with other items;
- supply of sealed audio or video recordings or sealed computer software which have been unsealed after delivery;
- supply of a newspaper, periodical or magazine, apart from subscriptions to such publications;
- all other cases referred to in Article VI.53 of the *Code de droit économique*.

### 10.3. Exercising the right of cancellation

10.3.1. If the Consumer Customer wishes to exercise their right of cancellation, they must, within the 14-day period stated above, send a registered letter to Edessta, accompanied either by a completed copy of the cancellation form, or by an alternative unambiguous

statement (as referred to in Article 10.1.2), to the company's address mentioned in Article 2.8. The posting date is deemed to be the date appearing on the registered letter receipt.

10.3.2. The Consumer Customer must return/ship the unused Products, in their original condition and in their original packaging, at their own expense and risk, to the Edessta company address, in all cases no later than 14 days after the notification of their decision to cancel.

10.3.3. The Consumer Customer is liable for any reduction in the value of the Products resulting from handling, other than that necessary for determining the nature, the characteristics and the operation of the Products. Any additional costs and/or repair costs will be borne by the Consumer Customer.

#### 10.4. Refunds

10.4.1. Edessta will refund all the payments made by the Consumer Customer, including, where appropriate, the original delivery costs. However, Edessta will not refund the additional costs if the Consumer Customer has expressly opted for a delivery method other than the cheapest standard delivery method offered by Edessta.

10.4.2. The refund will be made without unreasonable delay and in all circumstances within 14 days of the day on which Edessta was informed of the Consumer Customer's decision to cancel the contract of sale. Edessta reserves the right to delay the refund until it has received all the Products returned by the Consumer Customer.

10.4.3. Edessta will deduct from the amounts due to the Consumer Customer any amounts due to Edessta by the Consumer Customer, including the losses and costs mentioned in Article 10.3. The total amount of the sales price may, where appropriate, be retained by Edessta as compensation.

10.4.4. Unless agreed otherwise, the refund will be made using the same payment method that was originally used by the Consumer Customer, or to the Consumer Customer's bank account through which the payment for the order was made.

### 11. RESPONSIBILITIES

#### 11.1. Responsibilities of Edessta

11.1.1. Edessta's obligations are obligations of means.

11.1.2. Edessta cannot be held liable except in cases where Edessta has made a mistake which results in direct damage to the Customer and which was foreseeable at the time the sale was concluded.

11.1.3. Edessta's liability is expressly limited to the price paid by the Customer for the delivery in question and does not cover the Indirect Damage suffered by the Customer.

11.1.4. These liability limits and exclusions are without prejudice to the application of laws and public policy rules, particularly regarding liability due to defective products and in the event of death or personal injury caused to the Consumer as a result of an action or omission on the part of Edessta.

#### 11.2. Responsibilities of the Customer

11.2.1. Without prejudice to the other obligations of the Customer, including those arising from these T&Cs, the Customer is liable, towards Edessta, for damages suffered by Edessta where the sale is cancelled due to the Customer's fault in accordance with Article 5.3.2. These damages include delivery costs.

## 12. QUESTIONS AND COMPLAINTS

- 12.1. Customers can refer any questions or complaints to the Edessta Customer Service department in the following ways: by email to [claim@intobasket.com](mailto:claim@intobasket.com), by telephone or WhatsApp on +32470498921, by letter to the address provided in Article 2.8, or by chat via the dedicated function in the Application.
- 12.2. If the Customer is not satisfied with the response or the solution offered by Edessta, they can lodge their complaint with the online dispute resolution platform run by the European Commission, at <https://ec.europa.eu/odr/>.

## 13. PERSONAL DATA

- 13.1. The Customer's personal data is processed by Edessta in accordance with the legislation in force, in particular the General Data Protection Regulation (EU Regulation) 2016/679).
- 13.2. Customers can find all the necessary information on this subject in the Edessta privacy policy, which is available at the following address: [website address].

## 14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Edessta is owner of all the Intellectual property rights concerning the Application.
- 14.2. Consequently, any reproduction or dissemination, in the broadest sense, by the Customer, of the software, structures, animations, text, layouts, photos, videos, brand names, logos, slogans or any other elements of the Application which may be covered by an Intellectual property right is prohibited without prior written authorisation from Edessta.
- 14.3. In agreeing to these T&Cs, the Customer is granted by Edessta a limited, non-exclusive and non-transferable licence, which allows them to download and install a copy of the Application on a smartphone which they own or control, and to use this copy of the Application on a purely personal basis.
- 14.4. It is strictly forbidden for the Customer to:
- grant licences or sub-licences, sell, resell, transfer, assign, distribute or commercially exploit in another way or make the Application available to third parties in any way;
  - amend the Application or create derivative works;
  - retro-engineer or access the Application in order to design or construct a competing product or service.

## 15. FINAL PROVISIONS

- 15.1. Divisibility. If any of the clauses in these T&Cs should be declared (fully or partially) invalid, unenforceable or in any other way non-binding, this invalidity, unenforceability or ineffectiveness will not affect the remaining contractual provisions. In such cases, the clause in question will be deemed (fully or partially) replaced by a clause whose effects and purpose are as similar as possible to the clause that is invalid, unenforceable or in any other way non-binding.
- 15.2. Applicable law. The relations between Edessta and the Customer, including these T&Cs, are governed by Belgian law.
- 15.3. Competent courts. Any dispute between Edessta and the Customer which cannot be resolved amicably will fall under the jurisdiction of the Belgian national courts.



**CANCELLATION FORM**

Please complete and return this form only if you wish to cancel the contract.

For the attention of SRL EDESSTA, 1070 Anderlecht, Rue Brogniez 172A  
([claim@intobasket.com](mailto:claim@intobasket.com)):

I/We (\*) hereby notify you of my/our (\*) cancellation of the contract concerning the sale of the item (\*)/for the service (\*) below

.....

Order number: .....

Ordered on (\*)/received on (\*) : .....

Consumer(s) name : .....

Consumer(s) address: .....

Consumer(s) signature (only if this form is communicated as a hard copy)

Date : .....

(\*) Delete as required.