

# Boutique Tintin - Terms and conditions

## Preamble

Unless expressly agreed otherwise in writing between the parties, the relationship between SPRL RETAIL ADVENTURES, referred to below under its trading name 'Boutique Tintin', and its Customers, is subject to these Terms and Conditions, which the Customer agrees to accept without reservation. Confirmation of any order made by the Customer constitutes acceptance of these Terms and Conditions.

Boutique.tintin.com is a certified member of BeCommerce, the Belgian association of e-commerce companies. Boutique.tintin.com subscribes to the BeCommerce Code of Conduct.

## Article 1 – Identification

- Company name: RETAIL ADVENTURES SPRL
- Trading name: Boutique Tintin
- Registered office: 13, rue de la Colline, 1000 Bruxelles, Belgium
- VAT no.: BE 437.024.590
- Tel: +32 (0)2 514 51 52
- Fax: +32 (0)2 502 32 37
- Website: <https://boutique.tintin.com/>
- E-mail: [customerservice@boutique.tintin.com](mailto:customerservice@boutique.tintin.com)

## Article 2 – Orders

The essential characteristics of each item are described on the relevant pages of the website. Offers are valid at the time they appear on <https://boutique.tintin.com/> and while stocks last, unless otherwise specified. Such offers are free of obligation and subject to purchase.

Customers shall follow the stated procedure when placing an order on <https://boutique.tintin.com/>. The automated recording systems of Boutique Tintin are deemed to constitute proof of the nature, contents and date of the order.

Confirmation of an online order by the Customer is deemed to constitute an electronic signature which has the same legal force as a written signature between Boutique Tintin and the Customer.

The sale is not concluded until it has been confirmed by Boutique Tintin. Boutique Tintin reserves the right not to confirm an order for whatever reason, in particular on the basis of supplies of products, a problem regarding the order (e.g. abnormally large quantities or sums of money) or a foreseeable problem regarding delivery. In such an eventuality Boutique Tintin will inform the Customer by e-mail. New orders will not be fulfilled until the Customer has paid any amounts due for previous orders.

Any order accepted and confirmed by the Customer is irrevocable without prejudice to (i) his right of withdrawal stipulated in Article 8 and (ii) the right of Boutique Tintin (a) not to accept orders made from or intended for a geographical area not covered by its shipping service, or (b) to offer a similar item, which the Customer is entitled to refuse without being liable for any costs, in the event of stock not being available. In the latter two cases the Customer will be informed by e-mail.

A link to these terms and conditions is included in the confirmation email sent when an order is confirmed.

## Article 3 – Prices

Prices are stated in Euros, Pounds Sterling or US Dollars inclusive of all taxes and are only valid on the date the order is placed. Prices of items may be amended at any time by Boutique Tintin. Only the prices stated on <https://boutique.tintin.com/> are valid between the parties.

Prices are stated in Pounds Sterling and Dollars for information purposes only and may vary considerably depending on exchange rates. All orders are payable in Euros regardless of the currency displayed on the website at the time of order.

Stated prices do not include shipping costs.

## Article 4 – Payment methods

Customers may use the stated payment methods when placing an order.

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Online payment allows Customers to pay via a bank server in a secure environment (https protocol and encryption - Ingenico). An order placed by a Customer will only be deemed to be fully complete after the bank payment centre has validated the transaction.

Boutique Tintin reserves the right to cancel or suspend any orders or deliveries, in particular in case of suspicion of fraud, IT problems, if the Customer's banking institution refuses to authorise the card payment or in the event of existing litigation with the Customer.

Regarding payments made by Belgian residents, payments will be definitively received by Boutique Tintin after the fourteen (14) day period referred to in Article 8.

Boutique Tintin cannot be held responsible for any consequences resulting from any usage, fraudulent or not, of a credit card by a third party, for example in the case of insecure messaging.

### **Article 5 – Shipping costs**

Shipping costs are stated when a Customer finalises an order. These costs may vary depending on the weight/volume of the packaged order, the delivery method chosen by the Customer and on the geographical location for delivery of the order. Customers may not dispute these costs as they are made clear before payment is made for each order.

### **Article 6 – Delivery times**

The delivery times stated on <https://boutique.tintin.com/> are given as an indication. Customers have no right to compensation for any delay that may occur.

Items not in stock and/or sent outside Belgium may take longer to be delivered than stated when the order is finalised. For all internationally shipped orders, any taxes or additional costs are to be paid by Customers when collecting their orders.

### **Article 7 – Delivery procedures**

Items are delivered to the address indicated by the Customer when an order is placed.

The Customer is required to verify the condition of the package and of its contents and to point out any damage to the shipper and also to Boutique Tintin within 48 hours following delivery.

In any case of visible or hidden damage, the Customer must make a claim by e-mail in accordance with the procedure laid out in Article 17 of these Terms and Conditions.

In the unlikely event that a Customer does not receive the goods within one month following the order, the Customer is required to inform Boutique Tintin by e-mail ([customerservice@boutique.tintin.com](mailto:customerservice@boutique.tintin.com)).

If a package is not claimed by the Customer after attempts at delivery have been made or after delivery has been made to a pick-up point, then the cost of returning the package will be paid by the Customer. In this case only the cost of the goods will be reimbursed; the cost of delivery and of return transport will be paid by the Customer.

### **Article 8 – Cooling-off period**

In accordance with Article 47(1) of the Act on Market Practices and Consumer Protection, the Customer has the right to notify Boutique Tintin of their wish to cancel an order without penalties and without giving reasons within 14 (fourteen) calendar days starting from the day after the item was delivered.

Goods must be returned at the Customer's expense within that period in their original packaging, undamaged, accompanied by all their accessories, the user manual as well as a (copy) of the invoice/packing note to:

SPRL RETAIL ADVENTURES C/O  
Entrepôt Moulinsart  
Service des Retours  
Budasteenweg 7  
1830 Machelen  
Belgium

In this case, a refund will be made within 14 (fourteen) days following receipt of the returned goods at Boutique Tintin.

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In accordance with Article 47(4) of the Act (6 April 2010) on Market Practices and Consumer Protection there are no exceptions to the right of withdrawal.

### **Article 9 – Order tracking and After Sales Service**

Please contact our customer service for any information or if you have any questions:

- E-mail: [customerservice@boutique.tintin.com](mailto:customerservice@boutique.tintin.com)
- Tel: +32 (0)2 255 01 20 (from Monday to Friday, 9 am to 4 pm)
- Fax: +32 (0)2 255 01 27
- Letter: SPRL RETAIL ADVENTURES C/O, Entrepot Moulinsart, Budasteenweg 7, 1830 Machelen, Belgium

### **Article 10 – Intellectual property**

All the elements of <https://boutique.tintin.com/>, in particular literary, graphic, audio, photographic and electronic data, are the property of <https://boutique.tintin.com/> and are protected by intellectual property rights.

Moulinsart SA is the exclusive worldwide holder of the rights to use the Work of Hergé (except the publishing rights to the albums, held by Casterman) and associated trademarks. Moulinsart SA is the sole holder of the right to use the Work of Hergé on the Internet and the right to combine elements from this Work with other content such as music, sound, dubbing, titles or subtitles, drawings, photographs, etc. Moulinsart SA has complete control regarding the presentation of the Work and/or of elements from this Work, on the Internet (including banners and hypertext links). Subject to the exceptions listed by the Act of 30 June 1994 on Copyright and related Rights, any public reproduction, adaptation or publication of texts, pictures or any other material disseminated on <https://boutique.tintin.com/> website is strictly forbidden without the prior written authorisation of Moulinsart SA.

By application of Article 4 of the Act of 31 August 1998, which transposed the European Directive of 11 March 1996 on the legal protection of databases into Belgian law, any extraction of a qualitative or quantitative part of the content of the catalogue of <https://boutique.tintin.com/> is strictly prohibited.

### **Article 11 – Personal data and Privacy**

Information and data concerning Customers are necessary to fulfil orders and for commercial relations. The Customer undertakes not to use the identity of another person and not to use a false name. The data will be retained in the Customer's personal account. This recorded data allows the Customer to make orders and perform transactions with increased ease.

The Customer's personal data will be treated in accordance with the Belgian Personal Data Privacy Protection Act of 8 December 1992, as amended by the Act of 11 December 1998, taking into account the European Directives of 24 October 1995.

This Act states that the person or company that collects data must obtain the consent of the person providing the data, that the data must be accurate, and that the data is being collected for a specific, clear and lawful purpose.

In accordance with the law, the Customer has the right to consult, delete, amend or correct data they have provided. Data may be consulted, deleted, amended or corrected via the Boutique Tintin website, by sending an e-mail to the following address: [customerservice@boutique.tintin.com](mailto:customerservice@boutique.tintin.com), or by sending a letter to: SPRL RETAIL ADVENTURES C/O, Entrepot Moulinsart, Budasteenweg 7, 1830 Machelen, Belgium.

By accepting these Terms and Conditions, the Customer accepts that his contact details may be used for marketing purposes (namely newsletters) by SPRL RETAIL ADVENTURES, MOULINSART SA and LA CROIX DE L'AIGLE.

Notwithstanding the above, Boutique Tintin undertakes not to disclose or sell any information of any kind whatsoever concerning the Customer to third parties.

### **Article 12 – Compliance**

The Customer confirms that they have read all the information relating to goods before they place orders, and that the goods comply with their requirements in every respect.

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Pictures illustrating the online catalogue are not contractual and are subject to modification at any time. Boutique Tintin cannot be held liable for non-compliant and/or inaccurate pictures.

### **Article 13 – Guarantee**

Besides the Customer's legal rights Boutique Tintin does not offer any complementary contractual guarantee in relation to products purchased online.

### **Article 14 – Order confirmation**

Every online order will be confirmed by e-mail within 24 hours of the order being placed.

### **Article 15 – Availability**

An offer to sell made by Boutique Tintin is only valid insofar as items are available in stock. Notwithstanding this, a Customer will be informed within 24 hours of placing an order if an item is unavailable. The Customer will then have the option to cancel the order and i) to obtain a refund of the amount paid for the order within 14 days of the payment, or ii) to exchange the goods in question.

### **Article 16 – Contractual amendments**

These Terms and Conditions are subject to change at any time. It is up to each Customer to remain informed about any changes.

Any change to these Terms and Conditions apply to Customers following a period of 72 hours after they are placed online.

### **Article 17 – Complaints**

Any complaint must be made within 48 hours of delivery, otherwise the complaint and accompanying request may be refused.

All refund requests must be made by e-mail to [customerservice@boutique.tintin.com](mailto:customerservice@boutique.tintin.com) and must include the order number, reference to the product, a clear explanation of the problem and a photograph of the product to illustrate the problem.

### **Article 18 – Liability**

The Customer is informed that the liability of Boutique Tintin, regardless of the nature of any damage to an order, will never exceed the value of the order under any circumstances.

In the event of failure Boutique Tintin cannot be held liable if the failure is attributable to either the Customer or to an unforeseen and insurmountable act by a third party not involved in the sale, or in the case of force majeure.

### **Article 19 – Evidence**

The computer records or logs processed by Boutique Tintin's IT systems are deemed to be valid proof accepted by the parties (proof of orders, e-mails, payments, etc.).

### **Article 20 – Indivisibility, Applicable Law and Competent Courts**

If any provision in these Terms and Conditions is rendered invalid for whatever reason, the parties agree that the other provisions shall continue to apply in full.

The parties agree that any disputes concerning the application of these Terms and Conditions are subject to Belgian law and that the courts of Brussels have jurisdiction.

In the case of dispute or complaint, either the customer or Boutique Tintin may call on consumer mediation services (<http://www.mediationconsommateur.be>), on the BeCommerce Dispute Committee (<https://www.becommerce.be>) or on the Online Dispute Resolution Platform (<http://ec.europa.eu/odr>).

Boutique Tintin reserves however the discretionary right to submit any dispute to court.