

General Terms and Conditions

The use of our website must always be in accordance with the rights and obligations that are clearly stated on the website and the rights and obligations set out in the Disclaimer, the Terms of Sale and the Privacy Statement. All these texts are our General Terms and Conditions.

These Terms and Conditions apply both to us, Jalifit BV, and to you, the User. As soon as you use our website you explicitly acknowledge and accept that our Terms and Conditions apply and that they are completely waived of the application of our own Terms and Conditions.

In exceptional cases, we may deviate from the General Terms and Conditions, provided that these deviations are recorded in writing and accepted by all parties. These deviations are only valid to replace or supplement the clauses to which they relate and have no effect on the application of other provisions of the General Terms and Conditions.

1. Who are we?

The website <http://www.fitenergy.be> is an initiative of:

JALIFIT BV
Kleine Molenstraat 7.2
1800 Vilvoorde
België
Btw-nummer: BE 0870.917.864
E-mail: info@fitenergy.be

Feel free to contact us if you have any further questions or comments; we promise you an answer as soon as possible!

2. Our website

2.1 Smooth operation, safety and accessibility

You can count on it, we offer a user-friendly website that is safe for every User. We therefore take all reasonable measures necessary to ensure the proper functioning, safety and accessibility of our website. However, we cannot give you absolute guarantees and our measures must be regarded as an obligation of means.

Any use of the website is always at your own risk. This means that we do not bear any liability for damage resulting from malfunctions, interruptions, harmful elements or defects to the website, regardless of the existence of an external cause or force majeure.

We have the right to restrict and/or interrupt access to our website at any time, in whole or in part, without prior notice. We do this in principle only if the circumstances justify it, but this is not an absolute condition.

2.2 Content on our website

The content of the website is largely determined by us and we take the greatest care with this content. This means that we take the necessary measures to keep our website as complete, accurate and up to date as possible, even if content is provided by third parties. The content on our website can be changed, supplemented or removed at any time.

However, we cannot guarantee the quality of the information on our website. Information may not be complete, sufficiently accurate and/or useful. We are therefore not liable for (direct and indirect) damage that the User suffers as a result of the information on our website.

In the event that any content on our website constitutes a violation of applicable law and/or violates the rights of third parties and/or simply cannot be accepted, we ask you to notify us as soon as possible so that we can take the appropriate measures. In this way, we can proceed with a partial or total removal and/or modification of the content.

Our website contains content that can be downloaded. All downloads from our website are at your own risk. We are not liable for this and damage resulting from loss of data or damage to the computer system is entirely and exclusively the responsibility of the User.

Specifically for prices and other information about products on the website, there is a reservation for obvious programming and typing errors. The User cannot claim an agreement with Jalifit BV based on such errors.

2.3 What we expect from you as a User

The User also bears some responsibility for the use of our website. The User must always refrain from actions that could have a harmful impact on the proper functioning and safety of the website. For example, the website may not be used to bypass our business model and/or to collect information from other Users on a large scale.

It is therefore not permitted to use our website for the distribution of content that could cause damage to other users of the website, such as the distribution of harmful software such as computer viruses, malware, worms, trojans and cancelbots. The distribution of unsolicited and/or commercial messages via the website, such as junk mail, spamming and chain letters, also falls under this heading.

We reserve the right to take all necessary actions that may result in repair for us and for our Users, both judicial and extrajudicial. The User is solely personally and integrally responsible if his actions and behaviour effectively cause damage to the website and the other Users. In this case, he must indemnify Jalifit BV against any claim for damages that may follow.

3. Links to other websites

The content of our website may contain a link, hyperlink or framed link to foreign websites or other forms of electronic portals. A link does not automatically mean that there is a link between us and the foreign website, nor that we (implicitly) agree with the content of these websites.

We have no control over these foreign websites and are not responsible for the safe and correct operation of the link and its final destination. As soon as you click on the link, you leave our website and can no longer hold us liable for any damage.

It is possible that foreign websites do not offer the same guarantees as we do. We therefore advise you to carefully read the General Terms and Conditions and the Privacy Statement of these websites.

4. Intellectual property

Creativity deserves protection, as does our website and its content. The protection is provided by intellectual property rights and belongs to all rightful claimants, being Jalifit BV and third parties. Content refers to the very broad category of photographs, video, audio, text, ideas, notes, drawings, articles, etcetera. All these contents are protected by

copyright, software law, database law, design and design law and other applicable (intellectual) property rights. The technical nature of our website itself is protected by copyright, software law and database law. Every trade name we use on our websites is also protected by applicable trade name or trademark law.

Each User has a limited right to access, use and display our websites and their content. This right is non-exclusive, non-transferable and can only be used within a personal, non-commercial framework. We therefore ask our Users not to use and/or make changes to the items protected by these rights without the consent of the rightful owner. Jalifit BV attaches great importance to its intellectual property rights and has taken all possible measures to guarantee their protection. Any infringement of existing intellectual property rights will be prosecuted.

Processing of personal data

The information provided by you is necessary for the processing and completion of the orders, and the preparation of the invoices and guarantee contracts. A minimum amount of data is required for each order. Further information may be requested in function of the personalization of the order. If the minimum information is missing, the order will inevitably be cancelled. The Buyer's personal data will only be processed in accordance with the Privacy Statement to be consulted via our website.

6. General provisions concerning the General Terms and Conditions.

We reserve the freedom to change, expand, limit or discontinue our website and related services at any time. This is possible without prior notice from the User and does not give rise to any form of compensation.

These General Terms and Conditions (including the Conditions of Sale) shall be exclusively governed and construed in accordance with Belgian Law. All disputes relating to or arising from offers made by Jalifit BV, or agreements concluded with it, will be submitted to the competent court in the judicial district of Brussels.

If the operation or validity of one or more of the above provisions of these General Terms and Conditions are compromised, this will not affect the validity of the remaining provisions of this agreement. In such a case, we have the right to change the provision in question into a valid provision of similar effect.