

## **General terms and conditions Korina.be**

We are happy to welcome you to korina.be ("the Site").

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## **1. PRESENTATIONS**

Site Editor:  
Andrey, Suvorov  
rue du Rond-Point 192  
6060 Gilly, Belgium  
E-mail address: [hello@korina.be](mailto:hello@korina.be)

Service:

Phone number: +32 4 561 03 15 6

Business Number : 0715.723.111

VAT number : BE0715.723.111

Website : korina.be (hereinafter referred to as "the site")  
(hereinafter referred to as "we" or "our")

- The purpose of the company is: commercial operations, including promotion, on all goods and all materials, whether at the level of importation or distribution.
- The company can carry out its activities both in Belgium and abroad.
- It can undertake any undertaking directly or indirectly related to its object or likely to promote its achievement and development.

## **2. APPLICATIONS OF THE GENERAL TERMS AND CONDITIONS KORINA.BE**

1. These general terms and conditions govern exclusively the sales of products offered on the korina.be Site. In these General Terms and Conditions, we define the relationship between us, as the seller and operator of the online store www.korina.be and you, our customer, who concludes a purchase contract with us (after referred to as "you" or "your").
2. When ordering, you can always find these general terms and conditions on the Site.
3. The fact of placing an order implies your acceptance of these general terms and conditions korina.be. You thus expressly acknowledge having read these general terms and conditions and accept them.
4. We supply in Belgium, France, Luxembourg, Germany and the Netherlands. We have the right to refuse any delivery to a delivery address located in another country.
5. You must be at least 18 years old to be able to place an order. If you are under 18, please have the order placed by your parents or legal guardian. We have the right to refuse any order found to have been placed by a minor.
6. If additional special conditions are applicable in addition to these general conditions, the preceding provisions are also applicable to these special conditions. In case of contradiction between our general conditions and these particular conditions, our particular conditions prevail.
7. No registration of the account may have been made without the field dedicated to the recognition of knowledge of the general conditions having been checked.
8. The site is available in French, English and Russian. You can choose the language on your first visit or by clicking on a language in the upper right corner of the Site page. The language you choose will also be the language used for transactions and communications with us.

### **3. EXEMPTION**

Only exemptions that are the subject of a written agreement on our part can modify the application of these general terms and conditions.

### **4. SITE HOST**

The Site is hosted by: OVH SAS. OVH SAS is a subsidiary of OVH Groupe SAS, a company registered with the Lille RCS under number 537 407 926 located at 2, rue Kellermann, 59100 Roubaix.

### **5. INFORMATION PRESENT ON THE SITE**

We take the greatest care to ensure the accuracy of the information published on the Site as well as our promotions and the ordering process. However, the images presented on our website have no contractual value. Despite all the attention we pay to the Site, we decline all responsibility in the event of:

- Inaccuracy of the stock available;
- Damage caused due to a fraudulent intrusion on your profile, resulting in a modification of your data or your order;
- Direct or indirect damage caused due to anyone's access to the Site, the inability to access it, an intrusion or computer malfeasance.
- Errors that could appear in the descriptions of the products or the ordering process.
- If the delivered product does not correspond to the specifications of the delivery note, you can return it according to the methods defined in Article 14.

We reserve the right to correct or modify the content of the Site, without notice and at any time.

In the event that you notice an anomaly on the site, you can contact us on this email address [hello@korina.be](mailto:hello@korina.be).

### **6. PRICES, PROMOTIONAL OFFERS (GIFTS, DISCOUNTS, SAMPLES)**

1. Offers and prices are subject to change throughout the year without notice. The products will be invoiced on the basis of the price in effect at the time of your order.
2. The prices mentioned on our website are denominated in euros, and include, unless otherwise stated, VAT (Belgium - 21%, France - 20%, Luxembourg - 17%, Netherlands - 21%, Germany - 16%), administrative costs and all other

services. They do not include, where applicable, the contribution to logistics and shipping costs (unless the total amount of the order is greater than 50 euros for Belgium and 80 euros for France, Germany, Luxembourg, Netherlands), which is clearly and separately mentioned during the ordering process and included in the total price.

3. All product offers offered on the Site are limited to the Site itself, within the framework of this campaign. Promotional offers (i.e. special discounts and gifts) and articles are only valid within the double limit of the period of validity of the offer concerned and of available stocks.
4. The products remain the entire property of Andrey Suvorov (Korina.be) until your payment has been fully collected by Andrey Suvorov.
5. Samples.
  - a. We reserve the right to offer you the possibility of receiving free samples for the purpose of testing the products offered on the Site.
  - b. The selection of the sample is limited by our stock and by the current offer of the Site.
  - c. The service of sending free samples are free services of an advertising nature and in no way constitute an execution within the framework of a purchase contract. Therefore, any discrepancy in the sample sent will not establish claims for faulty workmanship.

## **7. YOUR ORDER**

1. The order is made directly on the Site and must be paid via the secure online payment tool provided by Stripe. Before any order, the customer acknowledges having read the general conditions of the Site and having accepted them.
2. When you confirm your order by clicking on the "Validate" button, you declare that you accept it as well as all of these general terms and conditions. The confirmation of your order is equivalent to an electronic signature which has, between the parties, the same value as a handwritten signature. Once your orders have been completed, you have access to the status of your orders through your account or via the confirmation email that we will send to you.
3. However, we reserve the right to cancel any order from a customer with whom there is a payment arrears or a dispute relating to the payment of a previous order, or for any other legitimate reason relating in particular to the abnormal nature of the order.
4. You can be contacted by our customer service in order to verify your satisfaction with the chosen product, by your request to send a product, you agree to be contacted.

## 8. AVAILABILITY OF PRODUCTS

1. The products offered for sale are those which appear on the website on the day and at the precise moment of your consultation of the website.
2. We do our best to inform you in real time of the stock available for each product.
3. Our product offers offered on the Site are only valid while stocks last.
4. In case of unavailability of the product after placing your order, we decline all responsibility and therefore cannot guarantee delivery of your product. A product ordered and not delivered will be refunded to you. It is not possible to exchange a product for another, after the validation of your order.

## 9. DELIVERY, DELIVERY COSTS AND DELIVERY TIME

1. All products are delivered to the address you choose when ordering. All the information you provide when ordering is binding. We cannot be held responsible for the consequences of the communication of erroneous data. The products ordered can only be delivered to an address in Belgium, France, Luxembourg, Germany or the Netherlands, excluding a post office box.
2. The delivery method - home or work delivery.
3. The price of delivery at home or at work in Belgium:
  - € 4.95 net (after deduction of any coupons / discount codes for any order) <€ 50.00
  - Free for all orders > 50.00 €
4. The price of home or work delivery in France, Luxembourg, Germany and the Netherlands:
  - € 10.80 net (after deduction of any coupons / discount codes for any order) <€ 80.00
  - Free for all orders > € 80.00
5. The products ordered are delivered to the place of your choice or within the company:
  - In Belgium, a probable delay of 1 to 3 working days from the actual receipt of your payment.
  - In France, Luxembourg, Germany and the Netherlands a probable delay of 2 to 4 working days from the effective receipt of your payment.
6. Products available from stock are shipped:
  - a. Order before 3 p.m. (working days), same day dispatch
  - b. Order after 3 p.m., next day dispatch
  - c. Order on Friday after 3 p.m., dispatch on Monday
  - d. Order on Saturday and Sunday, dispatch on Monday

7. Products that are not available in stock will not be delivered and you will be refunded the amount of the products concerned as soon as possible.
8. The risks associated with the loss, theft or deterioration of the products will be borne by you from the moment of delivery of these products.
9. The day the package leaves the warehouse, you will receive a track & trace number by email to track your package online. You will also receive an email with the receipt for your order. The receipt gives details of the delivery costs and VAT. The delivery will be accompanied by a delivery note showing the list of products delivered.
10. Your order will be presented to you or to any other person present at the delivery address. We are not liable for any damage of any kind that may result from receipt of your order by any other person present at the delivery address. If no one can receive your order at the time of delivery, the delivery company will ask the neighbors if they can receive the package for you. If not, the delivery company returns the package to the depot. She will try to deliver your package a second time to your home if no one was home from the first presentation. Your products remain at your disposal for 15 days after the moment of delivery. After this period, the products will, if applicable, be returned to the warehouse. In this case, you can contact us to arrange a new delivery, at your expense.
11. We cannot be held responsible for any indirect damage caused by late delivery or failure to deliver by the carrier. In this case, our liability remains limited to the value of the products for which the absence of receipt is demonstrated within the prescribed deadlines.

## **10. PAYMENT**

1. The payment of your purchases on the Site is made exclusively in Euros, before the delivery of the products.
2. The accepted payment methods are as follows (electronic payments via the secure Stripe payment platform):
  - a. Visa
  - b. MasterCard
3. Checks and cash payments are not accepted. Orders are only processed after payment has been confirmed.
4. We cannot be held responsible for delays in the delivery and / or non-delivery of your order which are due to your card issuer's refusal to make your payment. Orders which are not accompanied by a valid payment in the name of the cardholder will not be accepted or processed.
5. We reserve the right to cancel or refuse any order or delivery in the event of an existing dispute.

6. To guarantee the security of online payment and your private data, the transaction data is sent after encryption by SSL technology. You do not need to have special software to pay using this technology. You will recognize a secure SSL connection by the "padlock" that appears in the status bar at the bottom of your browser.

## **11. CONSUMER GUARANTEE**

1. The legal guarantee corresponds to the guarantee on consumer goods provided for by article 1649bis et seq. Of the Civil Code, also known as the "guarantee of conformity" which protects you when the products purchased by a consumer contain a lack of conformity. The legal guarantee of conformity benefits all individuals residing in the European Union.
2. If you encounter a problem with a product sold, you can contact us by email [hello@korina.be](mailto:hello@korina.be).
3. Rights provided for by the legal guarantee of conformity:
  - If the product you have purchased has a defect covered by the warranty of conformity, you have the right to obtain repair or replacement of the product free of charge. You have the right to obtain a price reduction or termination of the contract in the following cases:
    - i. If repair or replacement of the product is not possible;
    - ii. If the replacement or repair cannot be implemented within a reasonable time;
    - iii. If the replacement or repair cannot be carried out without major inconvenience to you.
4. Please note that a minor defect for which repair or replacement is not possible or excessively expensive does not give right to the termination of the contract.
5. Duration of the legal guarantee of conformity:
6. The legal guarantee of conformity covers any lack of conformity that occurs within two years of delivery of the product you have purchased. You are therefore required to keep proof of purchase of the product. Defects of conformity which appear within a period of six months from the delivery of the product are presumed to exist at the time of delivery, except when this presumption is not compatible with the nature of the product or the nature of the lack of conformity or unless proven otherwise.

## **12. RESPONSIBILITY**

1. The products offered on the Site comply with the Belgian legislation in force.
2. We cannot be held responsible for the non-performance of the contract concluded in the event of a stock shortage or unavailability of the product, total or partial disruption or strike, in particular of postal services and means of transport and / or communications, etc.

3. We do not incur any responsibility for any consequential damages as a result of the present, operating loss, loss of profit, damages or costs.
4. We remind you that any creation of a hypertext link to the home page of the Site or any other page of the Site is subject to prior written consent from us.
5. We cannot be held responsible for any problems or damages of any kind that may result from improper use of the products. In this regard, you agree to carefully read the instructions provided by the manufacturer on or in the packaging of the product and which includes the information (and in particular the dosages and contraindications) that you must comply with. Likewise, we cannot be held liable for any modifications to the products which may be made by the manufacturers.
6. We are not responsible for any allergic reactions caused by the use of products purchased from our website.
7. We cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of computer viruses.
8. We are only liable if the damage was caused by our intentional fault or our fraud. We are only responsible for direct damage. We are never liable for consequential damages, including, but not exclusively, consequential damages and damages caused to third parties.
9. In the event that we are held liable for any damage, our liability will be capped at the amount of the invoice for your order, and at most the part of the order for which we are liable.
10. We are automatically released and not required to comply with any obligation in the event of force majeure. In this case, we can either suspend our obligations for the duration of the case of force majeure, or terminate the contract definitively.
11. Any event beyond our reasonable control will be considered as force majeure, including, without limitation, any cause such as: natural disaster, war, riot, civil unrest, economic sanctions, fire, floods, particularly severe weather conditions, explosion, epidemic, terrorism, labor dispute, strike, employer strike or any other form of action or collective dispute, pandemic, as well as any circumstance that would prevent the normal production, shipment or transport of products, and other situations similar which may affect us, our subcontractors, our own suppliers or our carriers.

### **13. INTELLECTUAL PROPERTY**

1. In accordance with the laws governing the ownership of literary and artistic rights or other similar rights, the Site and all elements, brands, photos, designs, models, logos, graphics, etc. found on the Site and their compilation

are our exclusive property, which does not grant any license or any right other than that of consulting the Site.

2. The reproduction or use of all or part of these elements is only authorized for the exclusive purposes of information for personal and private use, any reproduction and any use of copies made for other purposes being expressly prohibited. Any other use constitutes an infringement and is sanctioned under Intellectual Property, except with prior written authorization from us.
3. The name Korina.be as well as the Korina.be logos are registered trademarks. The use of these brands (for purposes other than strictly personal) without our prior written authorization is strictly prohibited.

## **14. AFTER-SALES SERVICE, MANAGEMENT OF PRODUCT RETURNS AND REFUNDS**

In accordance with article 47 of the law of April 6, 2010 relating to market practices and consumer protection, the customer has the right to notify Korina.be that he renounces the purchase, without penalty and without indication of reason, within 14 calendar days from the day after the day of delivery of the goods.

Refund if the product is returned by your simple will

To benefit from a refund, due to order cancellation, several conditions apply:

- The package is returned unopened.
- The products must be returned within 14 calendar days from the day after delivery.
- The products must be returned in new condition, in their original packaging, in perfect condition, including without limitation the included samples and any instructions for use, necessarily accompanied by the delivery note and the return document sent by our Customer Service. We are not obligated to take back perfumes and beauty products whose packaging has been opened. For hygienic reasons, we do not take back make-up products if they are not packaged.
- It is not possible to return products if the products or the packaging of the products are no longer in their original, complete, undamaged and unused condition. It is also not possible to return products that are made or personalized to your specifications. For products with a special hygienic closure or sticker, the right of withdrawal only applies if the sticker has not been removed or the closure has not been opened.

1. You must inform us of your decision to withdraw before the expiration of the 14 day period. To do this, contact our customer service via the email [hello@korina.be](mailto:hello@korina.be) or at the postal address mentioned in article 1 of this document. You must indicate which products you want to return. Then you will receive the return authorization document and you will need to fill it out and send it with the products. No return can be made if this document is not

completed. You can also use the standard contract termination form available here.

2. We will reimburse you for all payments received, including delivery charges where applicable. We will refund the total purchase price to your account in the form of a credit, which you can use on your next order, as many times as the credits are not full. Shipping costs will not be refunded unless we have made a mistake when placing your order. You can request a refund to your bank account. We make the refund using the same payment method you used for the original transaction. The refund will be made as soon as possible after receipt of the products, or until you have provided proof of shipment of the goods, the date selected being that of the first of these facts.
3. After you have informed us of your decision to withdraw, you can return the products to us by post to the address mentioned in these terms and conditions. Any return costs are your responsibility. After the 14 day period, we will no longer be able to accept the return.
4. Products returned outside the 14-day period as well as returns for which the procedure for this Article has not been followed will not be accepted and not refunded. In the event of a manifestly abusive repetitive return, we reserve the right to refuse any subsequent order.
5. You can also exercise your right of withdrawal after ordering in accordance with the procedure of Article 10.2 and Article 10.3. In this case, the refund will take place within 14 days of the date of cancellation of the order. We will send you an e-mail to inform you of the receipt of the withdrawal, and of the submission of a request for reimbursement.
6. The shipping costs are the responsibility of the customer.
7. All risks associated with returning the product are the responsibility of the customer.
8. If all the aforementioned conditions are met, We will reimburse within 14 calendar days the sums corresponding to the product (s) he has purchased and returned.

## 15. PRIVACY

We would like to remind you of its commitment to scrupulously respect the trust you place in it and to apply the obligations of the law of December 11, 1998 on the protection of privacy. You have the right to access, rectify and delete data concerning you, which you can exercise by writing to us by email at [hello@korina.be](mailto:hello@korina.be), or by mail addressed to Korina.be, rue du Rond-Point 192 , 6060 Gilly Belgium, mentioning your last name, first name, full address. Your data will not be transmitted to partner companies and will not be used for commercial purposes without your prior permission.

Your order will be processed in accordance with our Privacy Policy, accessible on the Site and forming an integral part of these general terms and conditions.

Cookies

The Site is also designed to be particularly attentive to your needs. The purpose of the cookies we use is to improve our personalized service to you. The purpose of cookies is also to indicate your visit to The Site.

### **Commercial communications by e-mail**

These specify our identity and the nature of the communication in their object. They offer you the possibility of opposing future mailings by simply clicking on a link specially provided for this purpose at the bottom of the page of each communication.

You can object to the use of your personal data for direct marketing purposes at any time by sending an email to the following address [hello@korina.be](mailto:hello@korina.be). You also have the right to ask us for access to your data, and to have inaccurate data rectified or to oppose, where appropriate and for legitimate reasons, the processing of such data. You can also view and modify your personal information on your account on The Site.

## **16. YOUR CONSUMER AND CUSTOMER SERVICE**

Listening to you is one of our priorities. For any information, question, advice or complaint, our customer service is at your disposal. For this, you can contact us, by mail or by email via the addresses below:

By mail :

Korina.be

Rue du Rond-Point, 192

6060 Gilly

Belgium

By email :

[hello@korina.be](mailto:hello@korina.be)

We will do our best to process your complaint within 10 days.

All the contracts that we conclude with our clients are, regardless of their place of residence, exclusively governed by Belgian law and only the Belgian courts and tribunals having jurisdiction are competent to hear any disputes. If another law were applicable for reasons of international law, reference would first and foremost, for the interpretation of these general conditions, be to Belgian legislation on market practices and consumer protection.

## **17. APPLICABLE TEXTS AND JURISDICTION**

This contract is subject to Belgian law. In the event of a dispute, the courts of Brussels will have sole jurisdiction.

## **18. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS**

We reserve the right to modify or update these general conditions of the Website at any time and without notice. The current version of these general conditions is posted on the website from the date on which a modification takes effect. In any case, the general conditions in force at the time of your order will apply to your order.

Last modification: March 12, 2021

[Download the general sales conditions](#)