

General Terms and Conditions

1. Company information:

O.M.S. Art and Creations

Plezantstraat 9

9150 Bazel

Belgium

+32 494.04.09.01

info@omsartandcreations.com

Company number: 0803886213

IBAN number: BE 08 7330 7305 8713

2. General Term and Conditions

The general terms and conditions of sale apply to every order placed with O.M.S. Art and Creations via the website (www.omsartandcreations.com) or by mail/contact. Placing an order or agreeing to an offer implies that the buyer accepts these terms and conditions. Any changes to the terms and conditions of sale will apply from the date of modification.

3. Price

Since we are a small company, which is subject to the exemption scheme. VAT does not apply to our items.

All our prices in the webshop do not include shipping costs. The price only refers to the products as described in the webshop. The accompanying photos are intended to be informative and decorative and may contain elements that are not included in the price.

4. Orders & Payments

The buyer has the option of paying via online payment options or, in case of pick-up, to pay on site. In all cases, the money must first be in the account before the order is shipped. Inaccuracies in the invoicing must be reported immediately by the customer to O.M.S. Art and Creations via info@omsartandcreations.com or via the contact form on the website, so that they can be corrected. An electronic invoice will always be sent with your order.

5. Offer

Despite the fact that the webshop is compiled with the greatest care, it is possible that the information provided is incomplete or not up-to-date. Obvious mistakes or errors in the offer are not binding on O.M.S. Art and Creations. If the customer has specific questions about e.g. sizes, colour, availability, delivery time or delivery method, we ask them to contact us in advance via info@omsartandcreations.com or via the contact form on the website. The offer is always valid while stocks last and can be adjusted or withdrawn at any time by O.M.S. Art and Creations. We cannot be held liable for the unavailability of a product.

6. Custom-made product

If the customer wishes to have a custom-made product, we ask them to contact us via info@omsartandcreations.com or via the contact form on the website. So that we can discuss this further together and see what is possible.

The price and production time of custom-made products depends on the size and complexity of the requested product and the time available.

7. Pickup

The customer has the option of picking up the products at the above address. This is only possible by appointment with O.M.S. Art and Creations via info@omsartandcreations.com or via the contact form on the website in order to arrange the time for collection.

8. Shipping

The customer chooses the shipping method. The price depends on the method chosen.

9. Delivery time

We aim to offer all products available in our webshop to our transport partner within 1 to 3 working days.

The delivery time depends on the transport partner.

10. Damage

O.M.S. Art and Creations cannot be held responsible for the damage, theft or loss of the products during shipment by the transport partners.

The products are packaged with the utmost care in order to reach the customer as well and safely as possible.

11. Return

Items purchased through the webshop of O.M.S. Art and Creations can be returned within a period of 14 days after the delivery date, provided that the product is unused, undamaged and has all original labels in the original packaging.

We ask the customer to inform us within 7 days of the delivery date of the fact that he wishes to return a product via info@omsartandcreations.com or via the contact form on the website. The cost of return is for the customer.

We reserve the right to refuse the return if we suspect that the product has been damaged by the customer, has already been used or if the reasons are unfounded. In this case, the seller will not be obliged to pay any amount and the product will remain the property of the buyer. It can then be returned to the buyer at his expense. The risk of the return of the product as well as the cost of returning the product are borne exclusively by the buyer.

Please note! Personalized/custom-made products that have been purchased cannot be returned by the buyer. Therefore, the right of withdrawal does not apply. The sale is final after successful payment. If something is not to your liking, the buyer can always contact us via info@omsartandcreations.com or via the contact form on the website.

12. Complaints

Complaints must be made fully and clearly known to O.M.S. Art and Creations within 7 days of the delivery date via info@omsartandcreations.com or via the contact form on the website. And then come to a solution together with the customer.

13. Privacy statement

- Personal data we process:

O.M.S. Art and Creations processes your personal data because you make use of our services and/or because you provide them to us yourself.

Below you will find an overview of the personal data we process:

- First and last name
- Gender
- Address
- Telephone number
- E-mail address
- Bank account

- Special and/or sensitive personal data that we process.

Our website and/or service does not intend to collect data about website visitors who are younger than 16 years old. Unless they have permission from parents or guardians. However, we cannot verify that a visitor is over the age of 16. We encourage parents to be involved in their children's online activities in order to prevent the collection of information about children without parental consent. If you are convinced that we have collected personal data about a minor without such consent, please contact us at info@omsartandcreations.com and we will delete this information.

- For what purpose and on what basis do we process personal data?

O.M.S. Art and Creations processes your personal data for the following purposes:

- Handling your payment. Based on the basis of "Legal provision"
- To be able to call or e-mail you if this is necessary to be able to perform our services. On the basis of "Consent"
- Inform you about changes to our services and products. On the basis of "Consent"
- Enable you to create an account. On the basis of "Consent"
- To deliver goods and services to you. Based on the basis of "Agreement"
- O.M.S. Art and Creations also processes personal data if we are legally obliged to do so, such as data that we need for our tax return. On the basis of "Legal obligation"

- How long we keep personal data:

O.M.S. Art and Creations does not store your personal data any longer than is strictly necessary to achieve the purposes for which your data is collected. We apply the statutory retention periods for your personal data.

- Right of access and/or deletion:

You have the right to inspect the data concerning you and can request that it be rectified or deleted by contacting O.M.S. Art and Creations via info@omsartandcreations.com or via the contact form on the website

14. Ownership

All texts, data, logos and photos are the property of O.M.S. Art and Creations. It is forbidden to copy or use this data without our express written permission.