

Brussels Airport Company Terms & conditions of use of the online shop

(Last modified 2022.09.08)

1. Introduction

These terms of use ("**Online Shop Terms of Use**") are legally binding and are applicable to the access and/or use of the Online Shop offered by BAC. By visiting the Online Shop or by registering on the Online Shop as a user, you (the "**User**") hereby unconditionally consent to the present Online Shop Terms of Use. These Online Shop Terms of Use together with the Online Shop Privacy Statement constitute the agreement between you and BAC.

2. Definitions

For the purposes of this Agreement, the following terms shall have the following meaning:

"Agreement"

These Online Shop Terms of Use together with the Online Shop Privacy Statement.

"Airport Identification Badge"

The identification badge attributed by BAC according to the Airport ID Regulations published in the Brussels Airport Handbook (BHB) to individuals working on Brussels Airport. Such Airport Identification Badges are issued for identification and security purposes and have either a temporary validity period ("**Visitor Badges**") or are granted to persons working on a regular basis on the airport premises for a max. period of 5 years ("**Permanent Airport Identification Badges**")

"BAC"

Brussels Airport Company NV/SA, with its registered office at Boulevard Auguste Reyerslaan 80, 1030 Brussels, Belgium, with company number 0890.082.292 (RPR/RPM Brussels), and exploitation at Airport, Brussel Nationaal 1M, Compass Building, 1930 Zaventem.

"Buyer"

The User who acquires Products through the Online Shop.

"Online Shop"

The online trading platform offered by BAC for the sale of Products, available at: <https://shop.brusselsairport.be>.

"Online Shop Privacy Statement"

The Online Shop Privacy Statement, available on the Online Shop website.

"Online Shop Terms of Use"

The present terms of use.

"Products"

The goods and services offered for sale by BAC or a third party through the Online Shop. Further to Article 5.1

below, the Online Shop will clearly indicate the identity of the Seller and will therefore indicate whether the Product concerned is offered by BAC or by a third party.

"Registered User"

A User who has successfully completed the registration procedure on the Online Shop.

"Seller"

The entity selling Products through the Online Shop, being BAC or a third party.

"Terms of Sale"

The terms and conditions of the Seller as they are made available on the Online Shop.

"User"

The user of the Online Shop.

"Voucher"

A voucher containing a coupon code which can be redeemed on the Online Shop and is either issued by BAC or by a third party.

3. Introduction to the Online Shop and BAC's role therein

3.1 BAC as the operator of the Online Shop

The Online Shop is an online trading platform offered by BAC through which Users can acquire Products. With the exception of Products offered by BAC, BAC is not in possession of nor is it the owner or Seller of the Products that are offered or sold through the Online Shop. BAC is therefore not involved in, nor is it a party to the actual transaction between the Sellers and Buyers and is not responsible for the delivery or the transfer of ownership between them. The sales agreement for Products offered by third parties is thus directly and exclusively concluded between the Seller and the Buyer.

With the exception of Products offered by BAC, BAC has no control over, and cannot give any guarantee for, the existence, quality, safety or legality of the Products offered, the accuracy or authenticity of the content, nor the ability of Sellers or Buyers to sell or buy the Products concerned. All information about costs and delivery, or any other information in relation thereto provided by BAC via the Online Shop, is for information purposes only. In addition, BAC cannot guarantee that a Seller will execute or complete the transaction or that a Seller will actually complete the return of a Product.

3.2 BAC as a provider of BAC Products

If you acquire one or more Products offered by BAC, you will enter into a sales or service agreement with BAC. Such sales or service agreement will be governed by the Terms of Sale of BAC, as made available on the Online Shop.

4. Use of the Online Shop

4.1 Access to the Online Shop

(a) Registered Use and Unregistered Use

The Online Shop is a publicly available online trading platform. Any User can visit the Online Shop without being required to identify him-/herself. However, in order to acquire Products through the Online Shop, Users will be required to identify themselves on the Online Shop by either:

- i. providing certain personal data (such as but not limited to their name, surname, email address, flight information and payment data) on the Online Shop; or
- ii. by registering themselves on the Online Shop ("**Registered Users**").

The provision of such personal data on the Online Shop is required as to enable the Seller to effectively perform the transaction. The User understands that he/she is solely responsible for providing correct and accurate personal data to the Online Shop and that neither BAC nor the Seller assume any responsibility for damages resulting from the User's failure to provide the correct personal data.

When Users provide personal data to BAC, such personal data will be processed in accordance with the Online Shop Privacy Statement.

(b) Availability of the Online Shop

While BAC uses reasonable efforts to keep the Online Shop accessible, the Online Shop may be unavailable from time to time. The User understands and agrees that there may be interruptions in the Online Shop's access due to circumstances both within BAC's control and outside of BAC's control.

4.2 Acceptable Use

By using the Online Shop, you hereby agree to comply with these Online Shop Terms of Use. When you use or access the Online Shop, you will not:

- a. post, list or upload inappropriate, inaccurate, misleading, deceptive, defamatory, or libelous content;
- b. distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- c. use the Online Shop to directly or indirectly distribute or upload viruses, malicious code or any other form of disruptive code, nor circumvent any technical measures implemented by BAC;
- d. breach or circumvent any laws, third-party rights or rights of BAC;
- e. share your User credentials with any person other than BAC or, as the case may be, the Seller and abstain from allowing any other party from using your User credentials to acquire Products through the Online Shop;
- f. use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access the Online Shop for any purpose;
- g. use the Online Shop in a manner that would infringe any copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights; or
- h. place orders on the Online Shop without the intent to purchase the Products concerned.

BAC uses its best efforts to facilitate the correct performance of the Online Shop and to improve the user experience thereof. Should a User fail to comply with these Online Shop Terms of Use, BAC will, if possible, provide a notification thereof to the User concerned. If the User fails to remedy such breach within 24 hours after the notification was sent, BAC is entitled to temporarily (i) suspend any of its services provided to the User and/or (ii) deny or restrict the User's access to the Online Shop. The foregoing is without prejudice to BAC's right to immediately suspend access to the Online Shop if BAC deems that the User's actions or inactions threaten the correct functioning of the Online Shop.

In addition, BAC explicitly retains all rights to report Users to the competent authorities and to provide any information required to comply with all applicable laws or regulations, or to comply with a judicial or administrative order.

In order to enable BAC to take the required and appropriate measures to restrict access to or to delete any unauthorized or libelous content, BAC asks its Users to report any incorrect, libelous or unauthorized content that might be accessible on the Online Shop or any behavior that would violate these Online Shop Terms of Use. You can use the following email address for this purpose: customer.care@brusselsairport.be.

5. Use of Vouchers on the Online Shop

Buyers can use a Voucher on the Online Shop in order to obtain a discount on Products, to which the following requirements apply:

- Vouchers can only be used by Buyers who are Brussels Airport passengers and not by Permanent Airport Identification Badge holders, unless when indicated otherwise on the Voucher;
- only Vouchers which have been validly issued by BAC, can be redeemed on the Online Shop;
- the Voucher's value and the minimal amount that should be spent on the Online Shop to redeem the Voucher are mentioned on the Voucher;
- Vouchers are valid for 1 year as from their date of issuance; the expiry date is mentioned on the Voucher;
- Vouchers cannot be exchanged for cash;
- Vouchers may only be used once per account;
- the Buyer may only use one Voucher per order; and
- Vouchers are for personal use only and may not be sold to other parties.

6. Acquiring Products through the Online Shop

6.1 Identity of the Seller

As stated in Article 3 above, the Products available on the Online Shop are either offered by BAC or a third party Seller. The identity of the Seller(s) for the Products concerned, will be clearly indicated on the Online Shop itself and in the order confirmation that you will receive once you have successfully ordered a Product.

You understand that, once you have successfully ordered a Product through the Online Shop, you have entered into a legally binding agreement with the Seller of the Products concerned. In such case, the Seller will be your contracting party for the Products concerned and the contractual relationship for such Products will be governed by the Terms of Sale of the Seller concerned. Such Terms of Sale are published on the Online Shop and will need to be accepted by you in order to successfully complete an order. Such Terms of Sale are also communicated to you in the order confirmation.

Consequently, any claim in relation to the acquisition of Products (including but not limited to requests for returns, cancellations, refunds, claims for hidden defects) should be exclusively issued to such Seller and in accordance with the Terms of Sale of such Seller. Unless to the extent that such claim relates to a Product offered by BAC, BAC will assume no responsibility for such claims.

6.2 Availability of Products on the Online Shop

The Products listed on the Online Shop are available as long as the stocks of the Seller concerned last. Sellers shall use all reasonable efforts to provide at all times a correct indication of the availability of the Products on the Online Shop. However, on rare occasions it could happen that some Products are out of stock at the time of preparing an order for delivery. If the Product you ordered cannot be delivered due to stock shortages, you will be proactively informed thereof and you will obtain a refund of the missing Product.

However, as stock information is to be provided by Sellers, BAC assumes no responsibility for an incorrect indication of stock availability or the unavailability of Products offered by third parties.

6.3 Restrictions

(a) General Restrictions

Certain Products offered on the Online Shop might be subject to legal and/or customs restrictions. When acquiring such Products, you agree to adhere to such restrictions as set forth on the Online Shop and, as the case may be, the Terms of Sale.

In any event, you will not:

- i. acquire more than 10 Products that belong to the category "Alcohol", regardless of the number of Sellers from which you have acquired such Products;

- ii. provide Products that belong to the category "Alcohol" to any person under the age of 18;
- iii. acquire more than 12 Products that belong to the category "Perfumes and Cosmetics", regardless of the number of Sellers from which you have acquired such Products;
- iv. acquire Products with the intent of reselling such Products. Products offered on the Online Shop are intended to be acquired in household quantities and are sold for private purposes only; and
- v. as Permanent Airport Identification Badge holder acquire Products with a discount for Permanent Airport Identification Badge holders for an amount of more than 5.000 EUR per calendar year (offline and online purchase combined).

BAC and/or the Seller concerned are entitled to refuse any order of which they deem that such order would violate these restrictions.

These restrictions depend on the type of Products concerned and may vary from time to time. BAC and the Sellers reserve the right to unilaterally amend the restrictions on the Products.

(b) Restrictions for travelers

When you acquire Products as part of your journey from or to Brussels Airport, you will understand that certain customs restrictions and restrictions of airlines may apply. Neither BAC nor the Seller make any representation as regards the compliance of the Products with such customs or airline restrictions nor with regard to customs restrictions in the country of your destination. Neither BAC nor the Seller assume any responsibility for such restrictions and you commit to inform yourself of such restrictions prior to acquiring such Product.

6.4 Placing orders

A User can order Products through the ordering procedure of the Online Shop.

(a) Conditions for placing an order

By placing an order through the Online Shop, the Buyer warrants that:

- i. he/she is legally capable to enter into binding contracts;
- ii. he/she is not precluded by law to acquire the Products;
- iii. he/she is at least 18 years old; and
- iv. he/she holds a valid plane ticket departing from/arriving at Brussels Airport or holds a valid Airport Identification Badge of Brussels Airport.

The Seller or, as the case may be, BAC, retains the right to refuse or to cancel any order if it reasonably believes that the Buyer fails to comply with the aforementioned conditions. In any case, the Seller and BAC decline any responsibility if the Buyer provided false or incomplete information on the Online Shop.

b. Ordering Procedure

If you desire to acquire certain Products offered on the Online Shop, you can add such Products to your shopping basket. The shopping basket provides you with an overview of all Products you intend to order together with (i) the identity of the Seller, (ii) a reference to the relevant Terms of Sale, (iii) delivery information and (iv) instructions as regards payment.

Prior to confirming your order, you can add or delete Products from your shopping basket. If you have a Voucher, you can add your coupon code in order to obtain a discount on your order.

Once you agree with the Products to be acquired, you can confirm your order after which you will be reverted to the payment page.

c. Paying your orders

Orders can only be paid by using a valid payment card. The payment of your order is processed by a third party payment services provider and is subject to the terms and conditions of such payment services provider. Your order is only complete to the extent that such payment services provider has confirmed the successful payment of your order. You understand that neither BAC nor the Seller is liable for any damages resulting from acts or omissions of the payment services provider and the liability of such payment services provider is solely governed by its terms and conditions as may be consulted on the Online Shop. You expressly agree that the payment method as set forth herein is the sole manner in which Products can be paid and any other payment method, including payment on delivery, cash payment or direct payment to the Seller, are hereby explicitly excluded.

d. Order confirmation

Upon successful completion of the ordering procedure and successful payment of the order, you will receive an order confirmation on the email address provided by you. The order confirmation will provide, as the case may be:

- i. the identification of the Seller(s);
- ii. the price applicable to the Products ordered;
- iii. a description of the Products ordered;
- iv. the applicable discount if you used a Voucher;
- v. the method of payment used;
- vi. your billing address;
- vii. the delivery method selected; and
- viii. the place where the delivery will take place and useful information related to the delivery point such as, for example, its opening hours and location.

The transaction between you and the Seller is final upon sending the order confirmation to you. Although the order confirmation might be branded with BAC's logo and trade name, such branding does not imply that BAC would have any contractual relationship with you as regards the sale of the Product concerned.

7. Description of the Products

The Products to be delivered are those described in the order confirmation.

Although BAC requests its Sellers to provide accurate information on the Online Shop, it may, on rare occasions, happen that the Products delivered by a Seller are slightly different from the Products ordered. Such modifications may only concern non-essential characteristics of the ordered Products (e.g. notably the color of packaging, the shape of a bottle of perfume).

The Seller always describes its products in good faith, however, the images presented on the Online Shop have no contractual value. Neither BAC nor the Seller accept any liability for any error contained in the Product descriptions on the Online Shop. However, if such errors have been brought to the Seller's attention in writing, the Seller is committed to the extent possible and within its means, to correct these errors as soon as possible.

8. Charges

(a) General

The charges for the Products are indicated in Euro. The charges are VAT inclusive. However, if you have selected a flight destination, the amount of the charges for a Product will depend on the destination to which you will travel. For flights within the European Union, no import taxes will be charged. Consequently, when selecting for a flight within the European Union, only the rates applicable within the European Union will be charged, as clearly indicated on the Online Shop.

If you have selected a flight outside the European Union, import taxes might apply. In such cases, the rates applicable in your destination country for the Products concerned will be charged, as clearly indicated on the Online Shop.

b. Delivery costs

Should your order generate delivery costs, such costs will be clearly specified on the Online Shop, including in your shopping basket and on your order confirmation.

c. Payment Charges

Neither BAC nor the Seller will charge the Buyer with any additional costs for the processing of the payment transaction. Potential payment costs generated by the third party payment services provider are to be borne by the Seller.

9. Delivery of orders

Products will be delivered in accordance with the delivery method selected by you on the Online Shop. Such Products will be delivered by the Seller concerned in accordance with the delivery conditions set forth in its Terms of Sale.

Upon delivery of your order, you have the duty to immediately check if the Products delivered correspond to the Products ordered, without opening the sealed plastic bag containing the Products if applicable due to customs and safety regulations. If the Products delivered do not correspond to the order or if a Product is missing, you must immediately report this to the pick-up point staff member and file a claim with the Seller in accordance with its Terms of Sale. BAC is not liable for any damages or losses that could result therefrom.

10. Claims

Any claims with regards to Products, including but not limited to claims for refunds, claims relating to defective Products, claims relating to non-conform delivery, etc. should be exclusively and directly addressed to the Seller concerned. Such claims must be brought to the Seller in accordance with its Terms of Sale as communicated to you and accepted by you when placing your order.

11. Right of Withdrawal

If you acquire Products as a consumer, you may have a right of withdrawal as further specified in Directive 2011/83/EU of 25 October 2011 on consumer rights and as is implemented in national laws of the Member States of the European Union.

If you desire to exercise such right, you hereby agree to exclusively exercise such right against the Seller of the Product concerned. The exercise of such right is governed by the Terms of Sale of the Seller concerned.

12. Intellectual Property Rights

12.1 Legal protection of the Online Shop

Any and all elements of the Online Shop (such as but not limited to texts, layouts, illustrations, pictures, functionalities) and the Online Shop itself are, among others, protected by national and international rules governing intellectual property rights which include, but are not limited to, copyright, database rights and trademarks. Any reproduction, copy, adaptation, translation, modification, alteration, edition and/or diffusion of all, or a part, of the Online Shop, whatever the form and whatever the means, electronic and/or mechanic, is strictly prohibited without the prior written consent of the right holder(s). Any violation of the right holder's rights may lead to civil and/or criminal proceedings.

12.2 Legal protection of BAC's database

BAC has made a substantial investment in creating and producing the Online Shop and the underlying database of Products. BAC's database is an original database integrating independent data in a systematic an original way, the creation of which has entailed a substantial investment. BAC's database is, among others, protected by national and international rules governing author's rights, including copyright. Any reproduction, copy, adaptation, translation, modification, alteration, edition and/or diffusion of all, or a part, of BAC's database, whatever the form and whatever the means, electronic and/or mechanic, is strictly prohibited without the prior written consent of BAC.

Furthermore, the content of BAC's database is protected by the provisions of the Belgian Code of Economic Law implementing Directive 96/9/EC 11 March 1996 on the legal protection of databases. According to these legal provisions, BAC may prevent extraction and/or reutilization of the whole or of a substantial part of the contents of BAC's database.

Violation of copyright and/or database rights may lead to civil and/or criminal proceedings.

13. Warranty

BAC aims to maintain the safety, security and proper functioning of the Online Shop. However, it cannot guarantee the continued or error-free operation of the Online Shop nor can it guarantee the correctness of the information provided by Sellers.

By using the Online Shop, you agree to use the Online Shop at your own risk, and that it is provided to you on an "as is" and "as available" basis. Accordingly, and to the extent permitted by applicable law, BAC excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement

14. Liability and indemnification

14.1 General

The limitations and exclusions of liability as set forth herein apply to your use of the Online Shop. They are however without prejudice to any rights or claims you may have against a Seller. As stated above, such rights and claims should be exclusively addressed against such Seller in accordance with its Terms of Sale.

14.2 No liability for content provided by third parties

Except with regard to the Products offered by BAC, BAC exercises no control over nor in any way approves the information provided on the Online Shop by third party Sellers. BAC therefore makes no statement concerning the appropriateness, reliability, suitability, usefulness and/or exactness of (i) the information provided by such Sellers and (ii) Products offered by such Sellers and associated graphics and elements that the Online Shop contains, regardless of its use. In such case, BAC is neither responsible nor liable for any errors or omissions, or for the results obtained from the use of the information provided by such Sellers. The information, products and services included on the Online Shop can contain technical and content-related inaccuracies or typing errors.

Certain hypertext links in the Online Shop will lead you to external websites that are not under the control of BAC. BAC accepts no responsibility or liability for the contents of any third party site to which a hypertext link or any other type of link exists and gives no representation or warranty (express or implied) as to the information contained on any such site. BAC has no control over the nature and contents of such sites and is not recommending the information they contain nor any third party's products or services.

14.3 Exclusion of liability

To the extent permitted by applicable law, BAC is not liable, and you agree not to hold BAC responsible, for any damages or losses resulting directly or indirectly from:

- a. actions, or inactions of third parties including Sellers;
- b. your use of or your inability to use the Online Shop;
- c. delays or disruptions in the Online Shop;
- d. viruses or other malicious software obtained by accessing or linking to the Online Shop;
- e. glitches, bugs, errors, or inaccuracies of any kind in the Online Shop;
- f. damage to your hardware device from the use of the Online Shop;
- g. a suspension or other action taken by BAC with respect to your account as a result from your breach of these Online Shop Terms of Use.

Under no circumstances shall BAC, its related partners or corporations, directors, contractors, agents or employees be responsible or liable to you or anyone else for any decision made or action taken in reliance upon the information provided by Sellers other than BAC or for any direct, indirect, incidental, special or general, consequential or other damages whatsoever suffered in this respect, even if advised of the possibility of such damages.

With the exception of direct damages resulting from fraud or willful misconduct by BAC or claims for which liability cannot be limited under mandatory law, BAC will not be held liable for direct damages, incidents, sanctions in the form of damages awarded, collateral damage, extraordinary damage, indirect damage or any other type of damage, whether material or immaterial, especially for damages resulting from a loss of use, of data or a loss of profits resulting from or related to the use or the operation of the Online Shop, the delay related to the use of the Online Shop or the impossibility to use it, the delivery or the lack of delivery of Products by third parties, or for damages related to any form of information, software, products, services and associated graphics elements that were provided by third parties and obtained via the Online Shop or that are the result of the use of the Online Shop, regardless of whether it concerns contractual liability, liability due to an unlawful act or quasi-unlawful act, or whether this liability is based on a liability without fault or other.

14.4 Limitation of liability

If, notwithstanding the foregoing, BAC were to be held liable, BAC's liability giving rise to damages would be limited to 100 EUR per event provided however that BAC's total and aggregate liability to you for any and all damages under this Agreement is limited to 10.000 EUR.

14.5 Indemnification

You will indemnify and hold BAC and, as the case may be, the Seller (including the affiliates and the directors, contractors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement or your breach of any law or the rights of

a third party.

15. Force Majeure

Neither party is liable if it cannot execute the Agreement due to force majeure. Force majeure is an event that cannot be foreseen and that is not the result of an error or the will of any of the parties. Examples of force majeure are:

- Fire
- Strike
- Lock out
- Flood
- Unavoidable accidents
- Compulsory government measures
- Pandemic
- Flight cancellation or delays

For the avoidance of doubt, the situation where the Buyer misses her/his flight, regardless of the cause, is not considered an event of force majeure. However, this provision shall not apply if the said flight is a connecting flight and that flight was missed because the first flight the Buyer took was delayed.

In the event of force majeure, the party that cannot perform the Agreement (or the Terms of Sale) must ensure that it meets its obligations as well and as quickly as possible. If a Seller is affected by an event of force majeure, it will consult the Buyer to find an equitable solution and will use all reasonable efforts to minimize the consequences of the occurrence.

This Agreement shall be automatically terminated, without liability and with immediate effect, if the force majeure event definitely impedes the execution of the Agreement.

16. Final provisions

16.1 Amendments

BAC has the right to modify these Online Shop Terms of Use. The modifications will be in force for use of the Online Shop after such modification. Accordingly, the User is advised to save or print a copy of these Online Shop Terms of Use prior to his/her use of the Online Shop.

Upon their amendment, the new text of the Online Shop Terms of Use will be made immediately available on the Online Shop (in the footer).

These Online Shop Terms of Use were last amended on the date mentioned in the header.

16.2 Severability

If any provision of these Online Shop Terms of Use or any part thereof is held to be invalid, illegal or unenforceable:

- the validity, legality and enforceability of the remaining provisions of these Online Shop Terms of Use or remainder of the provision shall not in any way be affected or impaired hereby; and

- BAC will amend and/or substitute the invalid, illegal or unenforceable provision by a provision which comes as close as possible to the purpose and the intention of the invalid, illegal or unenforceable provision or part thereof.

16.3 Waiver

The failure of BAC to enforce its rights under these Online Shop Terms of Use shall not be construed as a waiver of such right and shall in no way extend or modify the rights of the User.

16.4 Customer service

For questions or claims regarding the Online Shop or Products offered by BAC, please contact our Customer service department at customer.care@brusselsairport.be.

For any questions or claims regarding Products offered by third party Sellers, please contact the concerned Seller directly.

16.5 Applicable law and competent courts

These Online Shop Terms of Use are governed by Belgian law.

Any dispute relating to this Agreement which cannot be resolved amicably between the parties shall fall within the exclusive jurisdiction of the Dutch-speaking courts of Brussels, Belgium, without prejudice to any applicable provisions of mandatory law relating to consumer contracts.

In case of an international dispute, Buyers acting as consumers may also transfer their dispute to the EU Online Dispute Resolution platform, via the following link: <https://ec.europa.eu/consumers/odr>.